ADVERTISEMENT FOR BIDS

State of Colorado
University of Colorado
Notice Number: 10-11

Project No: PR 004637

Project Title: CAMP – Various Bldgs – Window Replacement

Estimated Construction Cost: $250,000 (base) $250,000 (add alternate)

Project Description

Window replacement in MCOL Building (base bid) & Armory Building (add alternate)

Project Information

1. The Principal Representative has determined that the entire project shall be substantially complete within 60 calendar days, from the date of the Notice to Proceed, and the project shall be finally complete, including the delivery of any or all guarantees and warranties, the submittal of sales and use tax payment forms, the completion of the final punch list and the calling for final inspection, within 14 calendar days, if applicable, from the date of substantial completion. In accordance with Article 46 of the General Conditions of the Contract, Time of Completion and Liquidated Damages, failure to complete the work within the agreed number of calendar days shall be considered breach of contract and subject the bidder to liquidated damages to the extent specified in Article 54D of the General Conditions of the Contract.

2. The right is reserved to waive informalities or irregularities and to reject any and all Bids.

3. Bidders may procure Bidding Documents from the following website on May 5, 2010 after 9:00 AM.
   http://www.colorado.edu/facilitiesmanagement/pdc/construction/open.html
   There will not be a charge for Contract Documents downloaded from the website.

4. Contact peheinz@peharch.com – PEH Architects to arrange for prints if needed. A $50.00 is required for each complete set of Contract Documents. Make check payable PEH Architects, P.C. This deposit shall be a guaranty that the documents will be returned in good condition. Such deposits will be returned to (1) Actual Bidders who return the documents before the termination of five (5) business days after the opening of the Bids, (2) Other interested parties who return the documents within five (5) business days after checking them out. Additional copies of any documents, drawings, or specifications will be supplied at the actual cost of reproduction. Bidders desiring the Architect/Engineer to mail bid documents will be required to pay the full cost of mailing. Such expenses will be non-refundable.
5. Each Bid shall be submitted on the required Bid Form and must be accompanied by a Bid Bond on State Buildings Programs Bid Bond Form Sc-6.14 in an amount not less than 5% of the total Bid. The Bid Bond may also be (1) a cashier’s check or (2) a certified check made payable to the Treasurer of the State of Colorado in an amount not less than 5% of the total Bid. The Bid Bond is submitted as a guaranty that the Bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the Bids for the project.

6. The Bidder promises, in submitting his Bid, that if issued a Notice of Award, he will, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, or forfeit his Bid Guaranty as Liquidated Damages.

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

**Pre-Bid Meeting**

A mandatory Pre-Bid Meeting will be held on May 5, 2010 at 2:00 PM at Department of Facilities Management, Research Laboratory No. 2, Room 320, 1540 30th Street, Third Floor, Boulder, Colorado.

Sealed Bids will be received from qualified contractors until this date and time at this location:

**Date & Time:** May 17, 2010 3:00 PM

**Address:** Department of Facilities Management, Research Laboratory No. 2, 1540 30th Street, Room 321, Boulder, CO 80309

**Point of Contact**

**Name:** Tina Wells, Project Manager

**Agency:** University of Colorado at Boulder

**Phone:** 303-492-1102

**Fax:** 303-492-4082

**Email:** Tina.wells@colorado.edu

**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 3, 2010.

**Note to Editor:** Transmit one copy of the Affidavit of Publication, and invoice to:

Marsha Slepicka  
University of Colorado at Boulder  
Department of Facilities Management  
Campus Box 453 UCB  
Boulder, CO 80309-0453
1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time to substantial completion in calendar days, and if applicable because designated in the Advertisement for Bids, the bidder is required to indicate the period of time agreed to finally complete the project after the date of substantial completion, also in calendar days. Bids indicating times for substantial completion or final acceptance in excess of the number of days indicated in the Advertisement for Bids may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

**INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED**
The outside of the sealed inner envelope should bear the following information:

- **Project #** PR 004637
- **Project Name** CAMP – Various Bldgs – Window Replacement
- **Name and Address of Bidder**
  - **Date of Opening** May 17, 2010
  - **Time of Opening** 3:30 PM
  - **Address:** Research Laboratory No. 2 – 1540 30th Street, Room 321, Boulder, CO 80309

A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. The University will be the sole judge in determining the acceptability of an offer. The University also reserves the right to reject any or all bids in part or in whole and to waive technicalities. Any decision shall be considered final.

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.

3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.

4. Note that the Special Provisions of the General Conditions of the Contract includes the following language: **UNAUTHORIZED IMMIGRANTS – PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101 and 24-75.5-101.** The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The 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 the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration. This contract is made subject to the provisions of CRS 8-7-102 et seq. and 8-17.5-101.
Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq. and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

5. TAXES: The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.

6. OR EQUAL: The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

7. ADDENDA: Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.

8. METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER: If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.

A. DEDUCTIBLE ALTERNATES: The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

B. ADDITIVE ALTERNATES: The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.

C. DEDUCTIBLE AND ADDITIVE ALTERNATES: Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

The Advertisement for Bids can be located at the web site: www.colorado.gov/dpa/dfp/sbrep/constructdesign.htm (Click on the link below the second paragraph Colorado Construction and Design Notices)
9. **CONTRACTOR QUALIFICATIONS:**
   
   A. Prime Contractors: The Prime Contractor may be an Electrical or General Contractor
   
   a. Prime Contractors bidding this project must complete "University of Colorado (UCB) Contractor Statement of Experience," and submit it with their Bid.
   
   b. The Prime Contractor must meet the following minimum requirements and provide written information substantiating their qualifications for evaluation. A Bidder may be found to be non-responsive and their bid rejected if the minimum requirements are not met.
   
   (1) The Prime Contractor must have successfully completed three (3) projects of $500,000.00 (or larger) in the last five (5) years which were similar in complexity and type to this project. For each project list:
   
   - Name and location of project, along with a brief description of the project (include size & function).
   - Name, address and phone number of client/owner and their representative.
   - Contract value and type of contract (prime or subcontract).
   - Year in which work was completed.
   
   (2) The Contractor must have successfully completed an aggregate of $750,000.00 of projects in the last five (5) years which were similar in complexity and type on which he acted as the prime contractor (may be the same projects listed in item (1), if applicable).
   
   (3) The firm must have been in business as a Contractor for the last five (5) years.
   
   B. Subcontractors
   
   a. The Prime Contractor is required to provide subcontractors which meet minimum qualifications for the trades listed below.
   
   The right is reserved to reject subcontractors that do not meet the minimum requirements. The Prime Contractor will be required to replace rejected subcontractor(s) with one(s) that meet the minimum requirements with no increase in the Bid Amount prior to the Award of Contract.
   
   Prime Contractor and Subcontractor(s) are advised that there are conditions within the Contract Documents requiring special knowledge and experience to properly execute. The University will require verification of experience to adequately provide materials and perform labor required for the following:
   
   - Electrical
   - Mechanical
   - Painting/finishes
   
   b. For the trades listed (subcontractors) above, the apparent low bidder must submit, within 72 hours of receipt of bids except for holidays and weekends, the "University of Colorado Contractor's Statement of Experience.
   
   c. In addition to the information requested in Item (1), the Subcontractor must meet the following minimum requirements and provide written information substantiating their qualifications for evaluation. A Bidder may be found to be non-responsive and their bid rejected if the minimum requirements are not met.
   
   (1) The firm must have been in business for the last five (5) years as trade proposed for this work.
   
   (2) The firm must have successfully completed at least two (2) projects of similar size, type, and complexity in the last five (5) years. The information must include the following:
   
   (a) Building type description (function use)
   
   (b) Building gross square footage
(c) Subcontract description (be specific)
(d) Subcontract amount
(e) Subcontract change orders
(f) Building owner representative and current telephone number
(g) Building architect name and current telephone number
(h) General contract name and current telephone number

(3) This firm shall give evidence of being able to be bonded up to the value of his work for this project. A letter shall be provided by the bonding agency assuring capability of bonding this subcontract amount.

10. **SITE ACCESS**: Contractors / Bidders may schedule a time subsequent to the Site Inspection / Pre-bid Conference to take measurements or further observe existing conditions by contacting:

   Tina Wells, Project Manager  
   University of Colorado at Boulder  
   Department of Facilities Management  
   (303) 492-1102  
   Email: tina.wells@colorado.edu

11. **BID SCHEDULE**:

   Publication date: 05/03/10  
   Plans specification available: 05/05/10 9:00 AM  
   Mandatory pre-bid conference: 05/05/10 2:00 PM  
   Last day for written questions: 05/10/10 2:00 PM  
   Last day for substitutions/approval: 05/10/10 2:00 PM  
   Last day for addenda issue: 05/12/10 2:00 PM  
   Bid date: 05/17/10 3:00 PM  

   END
City of Boulder
Sales/Use Tax Division
303-441-3050

CONTRACTORS WORKING ON NON-CITY PERMITTED PROJECTS

To all Contractors working within the City of Boulder:

Under Boulder’s Revised Code, the contractor is deemed to be the consumer of materials used in the construction project. Contractors may not avoid payment of the City of Boulder sales or use tax by placing provisions in a construction agreement or by using the name of a tax-exempt entity on an invoice or purchase order, regardless that the contractor is indicated thereon as the agent of a tax-exempt entity. No exemption certificate issued by the Colorado Department of Revenue or any other taxing authority shall be recognized as a basis for exemption from sales or use taxes.

Estimated use tax must be remitted to the City of Boulder prior to the start of the project. The tax is computed on the full contract price of the project. Follow these steps to compute and remit the sales/use tax to the City:

1. Multiply the full contract price by 0.5 and then multiply the resulting product by the tax rate of 3.41% (0.0341). This is the tax that is due to the City prior to the start of the project.
2. Remit the tax to the Sales Tax Department at 1777 Broadway, P.O. Box 791, Boulder, CO 80306-0791 along with a copy of this completed form.
3. At the completion of the project the construction company has two options for closing out the project with the City.
   • Use the formula in (1.) above to compute the final tax due based on the final contract price (including all change orders). Remit the additional tax due or file a request for refund with the City; or
   • Request that the city perform a full audit. Contact Ed Kaiser at 303-441-3921 or kaisere@bouldercolorado.gov to inform the City of which option you have chosen.

Contractor Name: __________________________________________
Address: ________________________________________________
Phone #: _____________________ Contact Person: _______________________
Project Name: _____________________________________________
Project Address: ____________________________________________

A. ____________________________
B. ____________________________
C. ____________________________

"C" is the amount of tax due to the City of Boulder. If you have any questions regarding sales/use tax or this process, contact Ed Kaiser at the above phone number or address.

Date received: ___________________ City Authority Signature: ____________________

1777 BROADWAY P.O. BOX 791 BOULDER, CO 80306 303/441-3921
University of Colorado at Boulder

CONTRACTOR'S
STATEMENT OF EXPERIENCE

Project Name: CAMP – Various Bldgs – Window Replacement

Project No. PR 004637

Project Manager: Tina Wells
Phone: 303-492-1102
Email: tina.wells@colorado.edu

Architect/Engineer: PEH Architects
Contact: Peter E. Heinz
303-442-0408
Email address: peheinz@peharch.com

This is a project specific qualification form. Contractor must fill this out on each project.
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR'S QUALIFICATION STATEMENT

INFORMATION FORM

STATEMENT OF ____________________________________________
(Contractor)

ADDRESS ____________________________________________
(Street or PO Box) (City) (State)(Zip)

TELEPHONE/FAX NO. ____________________________
(telephone) (fax)

DATE OF EXPERIENCE STATEMENT ____________________________

PRINCIPLE OWNER/OFFICER ____________________________
 NAMES(s) and Official Title(s))

Please indicate below if your company qualifies as one of the following:

Minority Business Enterprise (MBE) YES ___ NO ___
Justification: ____________________________________________
_________________________________________________________________
_________________________________________________________________

Woman-Owned Business Enterprise (WBE) YES ___ NO ___
Justification: ____________________________________________
_________________________________________________________________
_________________________________________________________________

Small Business Enterprise (SBE) YES ___ NO ___
Justification: ____________________________________________
_________________________________________________________________
_________________________________________________________________

Disadvantaged Business Enterprise (DBE) YES ___ NO ___
Justification: ____________________________________________
_________________________________________________________________
_________________________________________________________________
(1) If you are a General Contractor interested in bidding on all types of construction, mark "All Classes of Construction" only.
(2) If you are interested in contracting directly with the University for certain types of work only, mark in the column provided after the particular types of work on which you wish to bid.

<table>
<thead>
<tr>
<th>TYPES OF WORK</th>
<th>MARK WITH (X)</th>
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<tbody>
<tr>
<td>1. All Classes of Construction</td>
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<tr>
<td>2. General</td>
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<td>3. Mechanical</td>
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<td>4. Electrical</td>
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<td>5. Excavating and Grading</td>
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<td>6. Concrete</td>
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<td>7. Structural Steel</td>
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<td>8. Steel and Miscellaneous Iron</td>
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<td>9. Painting and Decorating</td>
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<td>10. Laboratory Equipment</td>
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<td>11. Elevator Installation</td>
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<td>12. Plumbing</td>
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<td>13. Heating and Ventilating</td>
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<td>14. Air Conditioning</td>
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<td>15. Boiler and Equipment</td>
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<td>16. Environmental (Describe)</td>
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<td>17. Other (Describe)</td>
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<td>18. Other (Describe)</td>
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<td>19. Other (Describe)</td>
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<td>20. Other (Describe)</td>
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UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR'S QUALIFICATION STATEMENT

IDENTIFICATION

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions hereinafter made.)

LEGAL NAME

PRINCIPAL OFFICE
(Street or PO Box) (City) (State) (Zip)

A Corporation A Copartnership An Individual Combination

GENERAL INFORMATION

A. Are you licensed as a contractor?

Yes ( )  No ( )

Licensed in Location License No.
the name of (City or State) & Type

B. How many years has your organization been in business as a contractor under your present business name?

C. How many years experience in construction work has your organization had?

(a) As a prime contractor?  (b) As a subcontractor?

D. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, give details

E. If you have a controlling interest in any firms presently qualified with the University, show names thereof:

F. We normally perform % of the work with our own forces.

List trades:

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.
G. Has your firm been involved in any litigation in the past five (5) years? Yes ( ) No ( )
If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of your firm or other factors which would place your firm and the University of Colorado at Boulder in a position of “Conflict of Interests”?
Yes ( ) No ( ) If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as a bankrupt?
Yes ( ) No ( ) If yes, explain.
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR’S QUALIFICATION STATEMENT

PERSONNEL OF ORGANIZATION

1. Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years.


2. Show the construction experience of the principal individuals of your present organization in the following tabulation:

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Present Position or Office in Your Organization</th>
<th>Years of Construction Experience</th>
<th>Magnitudes and Type of Work</th>
<th>In What Capacity</th>
</tr>
</thead>
</table>
PROJECT EXPERIENCE

Show the projects your organization has completed during the last five years in the following tabulation:

<table>
<thead>
<tr>
<th>Year Completed</th>
<th>Project</th>
<th>Type of Work (See Page 2)</th>
<th>Location</th>
<th>Contract Value</th>
<th>Contracting Authority</th>
<th>In what Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Completion Date</td>
<td>Project</td>
<td>Type of Work (See Page 1)</td>
<td>Location</td>
<td>Contract Value</td>
<td>Contracting Authority</td>
<td>Architect or Engineer</td>
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</table>
SURETIES

List the Surety Companies that have bonded your work for the past five (5) years:

<table>
<thead>
<tr>
<th>Name of Surety and Name and Address of Agent</th>
<th>Project and Location</th>
<th>Period of Bond From</th>
<th>Period of Bond To</th>
<th>General Comments</th>
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UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR'S QUALIFICATION STATEMENT

CORPORATION / CO-PARTNERSHIP

CORPORATION:
(If a corporation, answer this:)

When Incorporated ____________________________

In What State _______________________________

President's Name ____________________________

Vice President's Name _________________________

Secretary's Name _____________________________

Treasurer's Name ______________________________

CO-PARTNERSHIP:
(If a co-partnership, answer this:)

Date of Organization __________________________

State whether partnership is general, limited, or association ________________________________

Name and address of each partner:

___________________________ (name) __________________________

___________________________ (address) __________________________

WHERE QUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE (ATTACHED) AFFIDAVITS MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMBINATION.
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR’S QUALIFICATION STATEMENT

AFFIDAVIT FOR CORPORATION

____________________________________certifies and says: That he is

(Name of officer)

____________________________________of the ______________________________________

(Official capacity)

corporation submitting this statement of experience: that he/she has read the same, and
that the same is true of his/her own knowledge: that the statement is for the purpose of
inducing the University of Colorado to supply the submitter with plans and specifications,
and that any vendor, or other agency therein named is hereby authorized to supply the
University of Colorado with any information necessary to verify the statement: and that
furthermore, should this statement at any time cease to properly and truly represent
his/her condition in any substantial respect, it will refrain from further bidding on
University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on ___________ at __________, __________, State of ________________
(date) (city) (county)

NOTE: Use full corporate name and
attach corporate seal here. __________________________________

(Oficer must sign here)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR'S QUALIFICATION STATEMENT

AFFIDAVIT FOR CO-PARTNERSHIP

__________________________________________________________________________ certifies and says: That he/she is a partner of
(Name of partner)

the partnership of ___________________________________________________________________: That said partnership
(Name of Firm)

submitted this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado to supply the submitter with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent the condition of said firm in any substantial respect, it will refrain from further bidding on University work until they shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on ___________ at ___________, ___________, State of ________________
(date) (city) (county)

The foregoing statement and affidavit are hereby offered.

__________________________________________________________________________ (Member of Firm must sign here)

__________________________________________________________________________ (Title)

__________________________________________________________________________ (Remaining members of Firm sign here) (Name of Firm)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR'S QUALIFICATION STATEMENT

AFFIDAVIT FOR INDIVIDUAL

__________________________________ doing business ____________________
(Name of individual) (Name of Firm)

certifies and says: That he/she is the person submitting this statement of experience:
that he/she has read the same, and that the same is true of his/her own knowledge: that
the statement is for the purpose of inducing the University of Colorado to supply the
submitter with plans and specifications, and that any vendor, or other agency therein
named is hereby authorized to supply the University of Colorado with any information
necessary to verify the statement: and that furthermore, should this statement at any
time cease to properly and truly represent his/her condition in any substantial respect, it
will refrain from further bidding on University work until it shall have submitted a revised
and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on __________ at __________, __________, State of __________
(date) (city) (county)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect. __________________________
(Applicant must sign here)
QUALIFICATION

The University of Colorado will qualify or disqualify a Contractor on the basis of:

(1) The information contained in this statement and
(2) Past contract experience with the University.

NOTIFICATION

The University of Colorado will, in writing, notify Contractors of their qualification or disqualification.
1. **BID**: Pursuant to the advertisement by the State of Colorado dated May 3, 2010 the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.

2. **EXAMINATION OF DOCUMENTS AND SITE**: The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.

3. **PARTIES INTERESTED IN BID**: The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.

4. **BID GUARANTEE**: This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings and Real Estate Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance.

5. **TIME OF COMPLETION**: The bidder agrees to achieve substantial completion of the entire project within the number of calendar days entered above, and if applicable, further agrees that the period between the date of substantial completion and the date of final acceptance of the entire project will not exceed the number of calendar days noted above. If awarded this work, the bidder agrees to begin work within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of The General Conditions of the Contract, and agrees to prosecute the work with due diligence to completion. The bidder represents that Article 54D has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
6. **EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

7. **ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBO-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.

Submit wage rates (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.

The right is reserved to waive informalities and to reject any and all Bids.

Dated this _______ Day of __________________ , 2010.

(Corporate Seal)

THE BIDDER:

Company Name

Address (including city, state and zip)

Phone number:

Signature

Name (Print) and Title

Print Email address:

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid should be signed by an officer, i.e., President or Vice-President. The signature of the officer shall be attested to by the Secretary and properly sealed. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.
Institution/Agency: University of Colorado at Boulder
Project No./Name: PR 004637 – CAMP – Various Bldgs – Window Replacement

Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

1. Additive Alternates / Unit Prices
   Refer to specification section 01030 for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder. Refer to specification section 01026 for additional information.
   
   A.A. No. 1   Window Replacement in Armory Building   Add $

2. UNIT PRICES
   
   ITEM                                                                 UNIT PRICE
   a. MCOL – Solid Surface Sill (corian or equal) in lieu of wood sill $ ________________ each
   b. MCOL – Wood case option at MCOL Building $ ________________ each
   c. MCOL – Provide operable windows in lieu of fixed on a per-windows bases at MCOL Building $ ________________ each
   d. ARMORY – Windows in Armory Building to be fiberglass in lieu of aluminum-clad wood $ ________________ each

Bidder  Date

Revised: Addendum #3 Dated 3/12/10
MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

Institution/Agency: University of Colorado at Boulder
Project No./Name: PR 004637 / CAMP – Various Bldgs – Window Replacement

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

I. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies that the (company) (joint venture) (is) (is not)* a minority enterprise as defined in this report. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies the (company) (joint venture) (is) (is not)* a woman-owned business enterprise as defined. (*Strike out where inapplicable)

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

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR

Legal Name of Contracting Entity

*Signature

By: ________________________________ Title ________________________________

Date: ________________________________

II. It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars.

III. REQUIREMENTS

A. Minority Business Enterprise (MBE) means, for the purpose of this report, a business enterprise at least 51 percent that is owned and controlled by minority group members, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned and controlled by minority group members. Eligible persons are expected to be engaged full time in the day-to-day operation and management of the business. Minority group members are ethnic minorities including African American, Hispanic American, Native American or Asian/Pacific American.

B. Women Business Enterprise (WBE) means, for the purpose of this report, a business enterprise of at least 51 percent of which is owned and controlled by a woman or women, or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned and controlled by women. Women are expected to be engaged full time in the day-to-day operation and management of the business.

C. The State of Colorado does not have a certification process nor does it require MBE's and WBE's to be certified EXCEPT for certain contracts for highway and bridge construction administered by the Colorado Department of Transportation.

D. The percentages of minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with minority and women-owned firms, as compared to the total dollar value of the bid amount for all work bid under this contract.
E. Prior to the award of this contract, the contractor will be required to provide to the Principal Representative a list of M/WBE enterprises, stipulating the dollar amount of each subcontract or supplier of materials on page 2 of this Minority and Women Business Enterprises Participation Report.

F. The contractor will retain records and documents showing the level of participation for two years following completion of this contract. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by an authorized representative of the Principal Representative, or its designated representatives, and will be submitted to such representatives upon written request.

MBE: Yes ☐  WBE: Yes ☐
No ☐  No ☐

Total Contract Amount: $__________

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<th>Name and Address of M/WBE Subcontractors and/or Suppliers and/or Self-Performed Work by M/WBE Primes*</th>
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<th>WBE Contract Amounts</th>
<th>Type of Work</th>
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</table>

*Indicate ethnicity based on Paragraph II. A. above.

Total MBE Contracts: $________________
Total WBE Contracts: $________________
Total MBE %: _______________________
Total WBE %: _______________________
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID BOND

Institution/Agency: University of Colorado at Boulder
Project No./Name: PR 004637/CAMP – Various Bldgs – Window Replacement

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ________________________________ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

NOW THEREFORE, the Principal and ________________________________ a corporation of the State of ________________________________, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _______ day of ______________, A.D., 2010.

(Corporate Seal)

THE PRINCIPAL

Company Name

Address (including city, state and zip)

Phone number:

Signature

Name (Print) and Title

SIGNATURES

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

By

Attorney-In-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

State Form SBP-6.14
Rev. 9/2006
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE OF AWARD

Date of Notice: ___________________________

Institution/Agency: University of Colorado at Boulder
Project No./Name: PR 004637 / CAMP – Various Bldgs – Window Replacement

TO:

The State of Colorado, represented by the undersigned, has considered the Proposals submitted for the above described work.

Your Proposal, deemed to be in the best interest of the State of Colorado, in the amount of and no/100 Dollars ($__________ .00*) is hereby accepted, pending final execution of the Agreement.

<table>
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<th>Base Bid</th>
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<tr>
<td>Add Alternate No. 1</td>
<td>$</td>
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<tr>
<td>Total Contract Amount</td>
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You are required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of this Notice, the State Controller will be entitled to retain the amount of the Proposal Guaranty submitted with your Proposal as Liquidated Damages. In this event, the right is reserved to consider all of your rights arising out of the acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work, or otherwise dispose thereof.

By ___________________________ / Date
Paul M. Leef, AIA, LEED™ AP
Campus Architect
Director, Planning, Design & Construction
State Buildings Programs
(of Authorized Delegate)

By ___________________________ / Date
Ronald L. Ried, Director
Facilities Management Business Services
Principal Representative
(Institution or Agency)

When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative.

State Form SBP-6.15
Rev. 9/2006
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS
University of Colorado at Boulder

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

CONTRACT ROUTING NO.
AGENCY IDENTIFICATION NO.
PROJECT NO. PR 004637
PROJECT NAME: CAMP – Various blds – Waindow Replacement
PROJECT MANAGER: Tina Wells
CONTRACTOR:
DATE: May 2010
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS  

CONTRACTOR'S AGREEMENT  
DESIGN/BID/BUILD STANDARD FORMAT  
(STATE FORM SC-6.21 Rev. 1/2009)  

PR 004637 / CAMP – Various Bldgs – Window Replacement  

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<td>SIGNATURE APPROVALS</td>
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</table>

Signed Notice of Award  
GC Agreement  

Exhibits:  
- A  Contractor's Bid (Form SC-6.13)  
- B  Performance Bond (Form SC-6.22)  
- C  Labor and Material Payment Bond (Form SC-6.221)  
- D  Insurance Certificates  
- E  Minority and Women Business Enterprises Participation Report (MWBE-1)  
- F  Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)  
- G  Sole Source Government Contracts (if applicable)  
- H  Contract Management Information Construction Contractor – Performance Evaluation Report (if applicable)
CAMP – Various Bldgs – Window Replacement

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Regents of the University of Colorado, a body corporate, hereinafter called the Principal Representative, and (vendor name) having its offices at (vendor address) hereinafter referred to as the Contractor.

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

WHEREAS, the Principal Representative intends to replace windows in the MCOL & Armory buildings, hereinafter called the Project; and

WHEREAS, authority exists in Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number 410, Speed Type / Account Number, 12075930-515192; Contract Encumbrance Number TBD,

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

ARTICLE 1. PERFORMANCE OF THE WORK
The Contractor shall furnish all the work, labor and materials, and shall perform, to the satisfaction of the Principal Representative and its Architect/Engineer, all of the work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents, including The General Conditions of the Contract and the Drawings and Specifications for the above Project.

ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS
The Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents, including The General Conditions of the Contract and the Drawings and Specifications.

ARTICLE 3. TIME OF COMPLETION
The Contractor agrees to substantially complete the entire Project within _____ calendar days from the date of the Notice to Proceed, and, if applicable, the Contractor agrees to complete the final punch list and finally complete the Project within calendar days. The Contractor shall prosecute the work with due diligence to completion.

ARTICLE 4. ESSENTIAL CONDITION
Timely completion of the project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 54D of The General Conditions of the Contract for failure to satisfactorily complete the work within the time periods in Article 3 above.

ARTICLE 5. CONTRACT SUM
The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Contract, the sum of __________ Thousand, Hundred and no/100 Dollars ($______).

Base Bid $____
Add Alternate No. 1 $____
Total Contract Amount $____

ARTICLE 6. CONTRACT DOCUMENTS
The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contract, are all essential parts of this Agreement and are fully incorporated herein.

Rev. 1/2009
ARTICLE 7. SAFETY and SECURITY - Contractor understands that concern for the safety and well-being of University students and staff is of particular importance to the University. Contractor expressly acknowledges that it is Contractor's duty to take reasonable precautions to protect the University's students and staff. The extent of such precautions will depend on the particular circumstances of the work to be performed. However, to the extent that work to be performed involves security-sensitive functions or security-sensitive areas (e.g. unsupervised access to minors or work involving access to security-sensitive data), such precautions may include, but are not limited to, conducting criminal history checks on employees or agents assigned to such work at the University.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

THE CONTRACTOR

Legal Name of Contracting Entity

"Signature

By ___________________________________________ Title __________________________

Date: ___________________________________________

STATE OF COLORADO, acting by and through:
The Regents of the University of Colorado
A Body Corporate
Ronald L. Ried, Director
Facilities Management Business Services

By: ___________________________________________

Date: ___________________________________________

APPROVED
DEPARTMENT OF PERSONNEL & ADMINISTRATION
STATE BUILDINGS PROGRAMS
State Architect (or authorized Delegate)
Paul M. Leef, AIA, LEED TM AP
Campus Architect & Director, Planning, Design & Construction

By: ___________________________________________

Date: ___________________________________________

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

APPROVED:
STATE OF COLORADO
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)
Steve McNally, Associate Vice Chancellor & Controller

By: ___________________________________________

Date: ___________________________________________

APPROVED:
STATE OF COLORADO
ATTORNEY GENERAL
(or authorized Delegate)

By: ___________________________________________

Date: ___________________________________________

______________________ approved by KD

Rev. 1/2000
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS  

PERFORMANCE BOND  

Institution/Agency: University of Colorado at Boulder  
Project No./Name: PR 004637 / CAMP – Various Bldgs – Window Replacement  

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

KNOW ALL PERSONS BY THESE PRESENTS:  
That the Contractor  
as Principal and hereinafter called "Principal,"  
and  
as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of ______ are held and firmly bound unto the STATE OF COLORADO acting by and through the Regents of the University of Colorado, a body corporate, hereinafter called the "Principal Representative", in the sum of ____________________________ Dollars ($______________________)  
for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.  

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated ______________________, 2010, for the construction of a PROJECT described as CAMP – Various Bldgs – Window Replacement  

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

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

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

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _______ day of ______________, A.D. 2010.

(Corporate Seal)  

THE PRINCIPAL

ATTEST:

By: 
Title:

Secretary  
(Corporate Seal)

SURETY

By:  
Attorney-in-fact

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

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

Institution/Agency: University of Colorado at Boulder
Project No./Name: PR 004637 / CAMP – various Bldgs – Window Replacement

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of

are held and firmly bound unto the STATE OF COLORADO acting by

and through The Regents of the University of Colorado, a body corporate, hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of ________________________________ Dollars ($__________________)

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

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated __________________________ for the construction of a PROJECT described as CAMP – Various Bldgs – Window Replacement

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

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

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this __________ day of ________________________, A.D., 2010.

(Corporate Seal)  

THE PRINCIPAL

ATTEST:

By: ______________________
Title: ______________________

Secretary

(Corporate Seal)

SURETY

By: ______________________
Attorney-in-fact

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

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.
THE GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
DESIGN/BID/BUILD STANDARD FORMAT
(STATE FORM SC-6.23)

Project Name: CAMP – Various Bldgs – Window Replacement
Project No. PR 004637
Project Manager: Tina Wells
Date: May 2010
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General Conditions of Contract

ARTICLE 1. DEFINITIONS
A. CONTRACT DOCUMENTS
The Contract Documents consist of:
1. Agreement (SC-6.21);
2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
3. General and Supplementary General Conditions of the Contract (SC-6.23);
4. Detailed Specification Requirements, including all addenda issued prior to the opening of the bids; and,
5. Drawings, including all addenda issued prior to the opening of the bids.
6. Change Orders (SC-6.31) and Amendments (SC-6.0), if any, when properly executed.

B. PROCEDURAL DOCUMENTS
The Procedural Documents used in the administration and performance of the Agreement consist of:
1. Authorization to Bid (SBP-6.10);
2. Information for Bidders (SBP-6.12);
3. Bid (SBP-6.13);
4. Bid Bond (SBP-6.14);
5. Notice of Award (SBP-6.15);
6. Builder’s risk insurance certificates of insurance (ACORD 25-5);
7. Liability and workers’ compensation certificates of insurance;
8. Notice to Proceed (Design/Bid/Build) (SBP-6.26);
9. Notice of Approval of Occupancy/Use (SBP-01);
10. Notice of Partial Substantial Completion (SBP-071);
11. Notice of Substantial Completion (SBP-07);
12. Notice of Partial Final Acceptance (SC-6.27);
13. Notice of Final Acceptance (SBP-6.271);
14. Notice of Partial Contractor’s Settlement (SC-7.3);
15. Notice of Contractor’s Settlement (SBP-7.31);
16. Application and Certificate for Contractor’s Payment (SBP-7.2);
17. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, the Specifications or required by the State Buildings Programs or the Principal Representative, including but not necessarily limited to Pre-Acceptance Check List (SBP-06) and Pre-Acceptance Punch List (SBP-06), and the Building Inspection Record (SBP-BIR). A list of the current standard State Buildings Programs forms applicable to this Contract may be obtained from the Principal Representative on request.

C. DEFINITIONS OF WORDS AND TERMS USED
1. AGREEMENT. The term “Agreement” shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety
of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement

2. ARCHITECT/ENGINEER. The term "Architect/Engineer" shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.

3. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

4. CHANGE ORDER. The term "Change Order" means a written order, signed by a Procurement Officer, directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.

5. COLORADO LABOR. The term "Colorado labor" shall be defined, as provided in § 8-17-101, C.R.S., as any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification, or shall have such other meaning as the term may otherwise be given in § 8-17-101, C.R.S., as amended.

6. CONTRACTOR. The word "Contractor" shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative.

7. DAYS. The term "days" whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used it shall mean business days of the State of Colorado.

8. DRAWINGS. The term "Drawings" shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, this term shall mean the drawings so enumerated, including all addenda drawings.

9. EMERGENCY FIELD CHANGE ORDER. The term "Emergency Field Change Order" shall mean a written change order for extra work or a change in the work necessitated by an emergency as defined in Article 35C executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35C.

10. FINAL ACCEPTANCE. The terms "final acceptance" or "finally complete" mean the stage in the progress of the work, after substantial completion, when all remaining items of work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.

11. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 54E, Notice Identification, or to such other person as either party identifies in writing to receive Notice. Notice by facsimile transmission where proper transmission is evidence shall be adequate where facsimile numbers are included in Article 54E. Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
12. OWNER. The term "Owner" shall mean the Principal Representative.

13. PRINCIPAL REPRESENTATIVE. The term "Principal Representative" shall be defined, as provided in § 24-30-1301(11), C.R.S., as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in § 24-30-1301(11), C.R.S., as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative's representatives on the project and shall be provided with a response in writing when requested.

14. PROCUREMENT OFFICER. The term "Procurement Officer" means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. "Procurement Officer" includes an authorized representative of the Principal Representative acting within the limits of his or her authority.

15. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed literature, manufacturer's specifications, and catalog cuts.

16. REASONABLY INFERRABLE: The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications. The phrase shall not, however, be construed to make the Contractor, rather than the Architect/Engineer, responsible for producing the Drawings and Specifications.

17. SAMPLES. The term "Samples" shall mean examples of materials or work provided to establish the standard by which the Work will be judged.

18. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g., "SC 6.23" is the State form number for these General Conditions of the Contract).

19. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).

20. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.

21. SPECIFICATIONS. The term "Specifications" shall mean the requirements of divisions 1 through 17 of the project manual prepared by the Architect/Engineer describing the work to be accomplished.

22. STATE BUILDINGS PROGRAMS. The term "State Buildings Programs" is the shortened name of the division of State Buildings Programs. It shall refer to the division of the executive department of State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public works and improvements erected for State purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in § 24-30-1301, et seq., C.R.S. The term State Buildings Programs shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Programs.

23. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the work as required by these General Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for
payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are required by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

24. SUBSTANTIAL COMPLETION. The terms “substantial completion” or “substantially complete” mean the stage in the progress of the work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.

25. SURETY. The term “Surety” shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.

26. WORK. The term “Work” shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor’s obligations under the Contract.

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

A. EXECUTION

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

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

B. CORRELATION

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

C. INTENT OF DOCUMENTS

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

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the same explained or adjusted by the Architect/Engineer before proceeding with the work in question. In the event of the Contractor’s failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional cost to the Principal Representative, make good any damage to, or defect in, work which is caused by such omission.

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

With the exception noted in the following paragraph, the precedence of the Contract Documents is in the following sequence:
1. The Agreement (SC-6.21);
2. The Supplementary General Conditions, if any;
3. The General Conditions (SC-6.23); and
4. Drawings and Specifications, all as modified by any addenda.

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

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

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

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

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

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

ARTICLE 3. COPIES FURNISHED
The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the work.

ARTICLE 4. OWNERSHIP OF DRAWINGS
Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

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

Rev. 8/2/06
SC-6.23
ARTICLE 5.  ARCHITECT/ENGINEER'S STATUS
The Architect/Engineer is the representative of the Principal Representative for purposes of administration of the Contract, as provided in the Contract Documents and the Agreement. In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable Architect/Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be the same as that of the former Architect/Engineer.

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

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

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

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

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

C. ACCESS TO WORK
The Architect/Engineer, the Principal Representative and representatives of State Buildings Programs shall at all times have access to the work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the work.

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

Without in any way meaning to be exclusive or to limit the responsibilities of the Architect/Engineer or the Contractor, the Architect/Engineer has agreed to observe, among other aspects of the Work, the following for compliance with the Contract Documents:
1. Bearing surfaces of excavations before concrete is placed based upon the findings and recommendations of the Principal Representative’s soils engineering consultant;
2. Reinforcing steel after installation and before concrete is poured;
3. Structural concrete;
4. Laboratory reports on all concrete testing based upon the findings and recommendations of the Principal Representative’s testing consultant;
5. Structural steel during and after erection and prior to its being covered or enclosed;
6. Special welding; Principal Representative will furnish steel welding inspection consultant/agency if required or necessary for the project;
7. Mechanical and plumbing work following its installation and prior to its being covered or enclosed;
8. Electrical work following its installation and prior to its being covered or enclosed;
9. Compaction testing reports based upon the findings and recommendations of the Principal Representative’s testing consultant; and
10. Any special or quality control testing required in the Contract Documents provided by the Principal Representative’s testing consultant.

If the Specifications, the Architect/Engineer’s instructions, laws, ordinances of any public authority require any work to be specifically tested or approved, the Contractor shall give the Architect/Engineer timely notice of its readiness for observation by the Architect/Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. The Contractor shall give all required Notices to the Principal Representative or his or her designee for inspections required for the building inspection program. It shall be the responsibility of the Contractor to determine the Notice required by the State pursuant to Building Inspection Record for the Project, according to State form SBP-B.I.R., or the equivalent form required by the Principal Representative as approved by the State Buildings Program. If any such work is covered up without approval or consent of the Architect/Engineer or prior to any building code inspection, it must, if required by the Architect/Engineer, the Principal Representative or the State Building Programs, be uncovered for examination, at the Contractor’s expense. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he or she shall show that the defect in the work was caused by another contractor engaged by the Principal Representative. In that event, the Principal Representative shall pay such cost. In addition, examination of questioned work may be ordered, and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Contractor shall be reimbursed the cost of examination and replacement.

ARTICLE 7. CONTRACTOR’S SUPERINTENDENCE AND SUPERVISION
The Contractor shall employ, and keep present on the Project during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer and the Principal Representative. The superintendent shall not be changed except with the consent of the Architect/Engineer and the Principal Representative, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The superintendent shall represent the Contractor in his or her absence and all directions given to the superintendent shall be as binding as if given to the Contractor. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Contractor.

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

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

ARTICLE 8. MATERIALS AND EMPLOYEES
Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

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

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

ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS
A. SURVEYS
The Principal Representative shall furnish all surveys, property lines and bench marks deemed necessary by the Architect/Engineer, unless otherwise specified.

B. PERMITS AND LICENSES
Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Programs requires each Principal Representative to administer a building code inspection program, the implementation of which may vary at each agency or institution of the State. The Contractors’ employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building’s Programs. The Contractor shall obtain and pay for such permits.

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

C. TAXES
1. REFUND OF SALES AND USE TAXES
The Contractor shall pay all local taxes required to be paid, including but not necessarily limited to all sales and use taxes. If requested by the Principal Representative prior to issuance of the Notice to Proceed or directed in the Supplementary General Conditions or the Specifications, the Contractor shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Contractor, and the Contractor shall furnish such data as may be necessary to enable the State of Colorado, acting by and through the Principal Representative, to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes. When so requested or directed, the Contractor shall require Subcontractors at all tiers to pay all local sales and use taxes required to be paid and to maintain records and furnish the Contractor with such data as may be necessary to obtain refunds of the taxes paid by such Subcontractors. No State sales and use taxes are to be paid on material to be used in this Project. On application by the purchaser or seller, the Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per § 39-26-114(1)(d), C.R.S., and § 39-26-203, C.R.S.

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

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

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

ARTICLE 10. PROTECTION OF WORK AND PROPERTY
A. GENERAL PROVISIONS
The Contractor shall continuously maintain adequate protection of all work and materials, protect the property from injury or loss arising in connection with this Contract and adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall make good any damage, injury or loss, except to the extent:

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

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

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

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

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

ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

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

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

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

A. REQUESTS FOR INFORMATION

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

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

B. SCHEDULES

1. SUBMITTAL SCHEDULES

Prior to filing the Contractor’s first application for payment, a schedule shall be prepared which may be preliminary to the extent required, fixing the dates for the submission and initial review of required Shop Drawings, Product Data and Samples for the beginning of manufacture and installation of materials, and for the completion of the various parts of the Work. It shall be prepared so as to cause no delay in the Work or in the work of any other contractor. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval by the Architect/Engineer. It shall fix the dates at which the various Shop Drawings Product Data and Samples will be required from the Architect/Engineer. The Architect/Engineer, after review and agreement as to the time provided for initial review, shall review and comment on the Shop Drawings, Product Data and Samples in accordance with that schedule. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture or installation.
At the time the schedule is prepared, the Contractor, the Architect/Engineer and Principal Representative shall jointly identify the Shop Drawing, Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Architect/Engineer for the purposes of owner coordination with existing facility standards and systems. The Contractor shall furnish a copy for the Principal Representative when so requested. Transmittal of Shop Drawings and Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

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

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

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

The total cost of each line item so separately identified shall, when requested by the Architect/Engineer or the Principal Representative, be broken down into reasonable estimates of the value of:
   a. Material, which shall include the cost of material actually built into the Project plus any local sales or use tax paid thereon; and,
   b. Labor and other costs.

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

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

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

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

3. CONSTRUCTION SCHEDULES

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

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

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates of the construction schedule. These updates shall reflect the Contractor's "work in place" progress.

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

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

ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SUBMITTAL PROCESS

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

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

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

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

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

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

ARTICLE 14. SAMPLES AND TESTING
A.  SAMPLES
The Contractor shall furnish for approval, with such promptness as to cause no delay in his or her work or in that of any other Contractor, all Samples as directed by the Architect/Engineer. The Architect/Engineer shall check and approve such Samples, with reasonable promptness, but only for conformance with the design intent of the Contract Documents and the Project, and for compliance with any submission requirements given in the Contract Documents.

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

All materials or equipment proposed to be used may be tested at any time during their preparation or use. The Contractor shall furnish the required samples without charge and shall give sufficient Notice of the placing of orders to permit the testing thereof. Products may be sampled either prior to shipment or after being received at the site of the Work.
Tests shall be made by an accredited testing laboratory. Except as otherwise provided in the Specifications, sampling and testing of all materials, and the laboratory methods and testing equipment, shall be in accordance with the latest standards and tentative methods of the American Society of Testing Materials (ASTM). The cost of testing which is in addition to the requirements of the Specifications shall be paid by the Contractor if so directed by the Architect/Engineer, and the Contract sum shall be adjusted accordingly by Change Order; provided however, that whenever testing shows portions of the Work to be deficient, all costs of testing including that required to verify the adequacy of repair or replacement work shall be the responsibility of the Contractor.

C. TESTING - CONCRETE AND SOILS

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

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

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

D. TESTING - OTHER

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

ARTICLE 15. SUBCONTRACTS

The Contractor shall, within twenty one (21) days after the date of the Notice of Award, submit to the Architect/Engineer, the Principal Representative and State Buildings Programs a preliminary list of Subcontractors. It shall be as complete as possible at the time, showing all known Subcontractors planned for the work. The list shall be supplemented as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Architect/Engineer, the Principal Representative and State Buildings Programs not less than ten (10) days before the Subcontractor commences work.

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

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within seven (7) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings
Programs. If a Subcontractor is deemed unacceptable, the Contractor shall propose a substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor’s bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the work proposed.

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

ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR
The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers’ compensation insurance as provided in Article 25, Insurance.

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

ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS
Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due Notice, to settle with such contractor by agreement, if he or she will so settle. If such separate contractor sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the Contractor, who shall defend such proceedings if requested to do so by Principal Representative. If any judgment against the Principal Representative arises therefrom, the Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

ARTICLE 18. SEPARATE CONTRACTS
The Principal Representative reserves the right to enter into other contracts in connection with the Project or the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his or her work with theirs. If any part of the Contractor’s work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect/Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor’s work as fit and proper for the reception of work, except as to defects which may develop in the other Contractor’s work after the execution of the Contractor’s work.

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

ARTICLE 19. USE OF PREMISES
The Contractor shall confine apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits and any limits lines shown on the Drawings. The Contractor shall not unreasonably encumber the premises with materials.

The Contractor shall enforce all of the Architect/Engineer’s instructions and prohibitions regarding, without limitation, such matters as signs, advertisements, fires and smoking.
ARTICLE 20. CUTTING, FITTING OR PATCHING
The Contractor shall do all cutting, fitting or patching of work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon, or reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted work as the Architect/Engineer may direct. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Architect/Engineer.

ARTICLE 21. UTILITIES
A. TEMPORARY UTILITIES
Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown on the Drawings, the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in such manner as to protect the public and workmen and conform with any applicable laws and regulations. Upon completion of the work, he or she shall remove all such temporary utilities from the site. The Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

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

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

ARTICLE 22. UNSUITABLE CONDITIONS
The Contractor shall not work at any time, or permit any work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any cost caused by ill-timed work shall be borne by the Contractor unless the timing of such work shall have been directed by the Architect/Engineer or the Principal Representative, after the award of the Contract, and the Contractor provided Notice of any additional cost.

ARTICLE 23. TEMPORARY FACILITIES
A. OFFICE FACILITIES
The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for his or her own use and the use of the Architect/Engineer, representatives of the Principal Representative and State Buildings Programs.

B. TEMPORARY HEAT
The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and
equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If the Contractor desires to put the permanent system into use, in whole or in part, the Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve the Contractor of his or her one-year guarantee of the system from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, the Contractor shall provide manufacturers' extended warranties from the date of the Contractor's use prior to the date of the Notice of Substantial Completion.

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

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

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

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

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

ARTICLE 24. CLEANING UP
The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by employees or work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the work clean unless more exact requirements are specified.

ARTICLE 25. INSURANCE
A. GENERAL LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE
The Contractor shall procure and maintain comprehensive commercial general liability and property damage insurance and comprehensive automobile liability and property damage insurance as hereinafter specified, at his or her own expense, during the life of this Contract. This insurance shall include a provision preventing cancellation without forty-five (45) days’ prior Notice by certified mail and shall state whether the coverage is “claims made” or “per occurrence”. The Contractor shall obtain “per occurrence” insurance unless otherwise agreed in writing by the Principal Representative. A completed Certificate of Insurance shall be filed with State Buildings Programs within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein.
This insurance must protect the Contractor from all claims for bodily injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with, any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on a Comprehensive Form of Policy. In the event any of the hazards or exposures, normally listed in standard policies as "Exclusions", are involved or required under this Contract, then such hazards or exposures shall be covered and protection afforded under the policy and such exclusions (X), (c) and (u), as excerpted from standard policies, must be removed from the policy as listed below:

"(X) Injury to or destruction of any property arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery of power transmitting equipment"

"(c) The collapse of or structural injury to any building or structure due to: (1) grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, caisson work; or (2) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof;"

"(u) (1) Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling; or, (2) injury to or destruction of property at any time resulting there from."

Such insurance shall be written with limits and coverages as follows, and the State of Colorado shall be named as an additional insured listed on the Acord form. The additional insured endorsement shall be requested on Insurance Services Office, Inc. (ISO) endorsement form No. CG20101185. If CG20101185 is not available, the endorsement shall be furnished by CG20101093. Additionally, CG20371001 shall be included, if possible. All aggregate amounts must be specified on the Acord form.

A. Commercial General Liability (CGL), (including bodily injury, personal injury and property damage) with the following coverages depending upon format:

1. Occurrence basis policy-combined single limit of $1,000,000
2. Annual Aggregate limit policy-not less than $2,000,000
   (Acord example) Minimum limits: $1,000,000 each occurrence
   $2,000,000 general aggregate with dedicated limits per project site
   $2,000,000 products and completed operations aggregate

The following coverages shall be included in the CGL:

1. Premises-Operations
2. Explosion/Collapse Hazard
3. Underground Hazard
4. Products/Completed Operations Hazard
5. Broad Form Contractual
6. Independent Contractors
7. Broad Form Property Damage
8. Personal Injury
B. **Automobile Liability** and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Occurrence basis policy-combined single limit of $1,000,000

( Accord example) Minimum limit: $1,000,000 combined single limit each accident

Coversages:

1. Specific waiver of subrogation
2. Contractual liability

C. **Umbrella/Excess Liability** (for construction projects exceeding $10,000,000, provide the following coverage): The vendor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Sections A, B, and D, which is at least as broad as each and every area of the underlying policies. The amounts of insurance required in Sections A, B, and D may be satisfied by the vendor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

( Accord example) Minimum limit: $5,000,000 combined single limit and aggregate limit

Coversages:

1. Additional insured endorsement
2. Pay on behalf of wording
3. Concurrency of effective dates with primary
4. Blanket contractual liability
5. Punitive damages coverage (where not prohibited by law)

B. **WORKERS’ COMPENSATION INSURANCE**

The Contractor shall procure and maintain Workers’ Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees. This insurance, if issued by a private carrier, shall contain the same forty-five (45) days’ Notice of cancellation as required in Article 25, Insurance for the Comprehensive General Liability Insurance. Evidence of such insurance shall be by the issuance of either a Certificate by the State Compensation Insurance Fund (or its successor) or, if issued by a private carrier, the completion of a Certificate of Insurance, and such Certificate shall be filed with the State Building Program. The Certificate shall be filed within ten (10) days after the date of the Notice of Award.

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

In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers’ Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
C. **BUILDER’S RISK INSURANCE**

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than $1,000,000), the Contractor shall effect and maintain a policy of insurance to provide, at Contractor’s expense, All Risk Builder’s Risk Insurance Coverage which shall be in the dollar amount of the total Project for which the Work of this Contract is to be done. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).

The Contractor shall waive all rights of subrogation as regards the State of Colorado, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment. The Insurer shall not void such insurance policy by reason of the Contractor waiving said rights. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts. The insurance shall remain in effect until the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the Project, and shall remain fully in effect notwithstanding any acceptance of the work of any Subcontractor on the Project. Such insurance shall be in an amount equal to the total insurable value of the construction. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

All such insurance shall insure the State of Colorado acting by and through its Principal Representative, the Contractor and his or her Subcontractors at any tier as their interests may appear. The insurance shall include a loss payable provision naming the State Controller, as loss payee.

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

The Certificate of Insurance shall specifically state the inclusion of the provisions herein above. A certificate for such insurance shall be filed with State Buildings Programs within ten (10) days after date of Notice of Award. The Insurance shall include a provision preventing cancellation without forty five (45) days’ prior Notice in writing by certified mail.

D. **ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS**

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

1. The clause entitled “Other insurance Provisions” contained in any policy including the State of Colorado as an additional named insured shall not apply to the State of Colorado;
2. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
3. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to State Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor
shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

4. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the State;

5. Receipt, review or acceptance by the State of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS
The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as State Buildings Programs may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with State Buildings Programs.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State Buildings Programs within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

ARTICLE 27. LABOR AND WAGES
In accordance with laws of Colorado, C.R.S. § 8-17-101, et. seq., as amended, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. If the Federal Davis-Bacon Act shall be applicable to the Project, as indicated in Article 54B, Modification of Article 27, the minimum wage rates to be paid on the Project will be specified in the Contract Documents.

ARTICLE 28. ROYALTIES AND PATENTS
The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

ARTICLE 29. ASSIGNMENT
Except as otherwise provided hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by Section 4-9-406, C.R.S., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). "Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract, whether paid for prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.
ARTICLE 31. APPLICATIONS FOR PAYMENTS

A. CONTRACTOR'S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due within thirty (30) days after the last day of the period for which payment is requested. The Contractor shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Certificate for Contractor's Payment, or such other format as the State Buildings Programs shall approve, in an itemized format in accordance with the schedule of values or a cost loaded CPM when required, supported to the extent reasonably required by the Architect/Engineer or the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of the Contractor's right to payments as the Architect/Engineer or Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

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

B. ARCHITECT/ENGINEER CERTIFICATION

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

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

C. RETAINAGE WITHHELD

Unless otherwise provided in the Supplementary General Conditions, an amount equivalent to ten percent (10%) of the amount shown to be due the Contractor on each application for payment shall be withheld until fifty percent (50%) of the work required by the Contract has been performed. Thereafter, the remaining Certificates for Contractor's Payment (SBP-7.2) shall be paid without retaining additional funds, if in the opinion of the Architect/Engineer and the Principal Representative, satisfactory progress is being made in the Work. The withheld percentage of the contract price of any such work, improvement, or construction shall be administered according to § 24-91-101, et seq., C.R.S., as amended, and except as provided in § 24-91-103, C.R.S., as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

D. RELEASE OF RETAINAGE

The Contractor may, for satisfactory and substantial reasons shown to the Principal Representative's satisfaction, make a written request to the Principal Representative and the Architect/Engineer for release of part or all of the withheld percentage applicable to the work of a Subcontractor which has
5. Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;

6. Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;

7. Failure to submit a monthly construction schedule;

8. Failure of the Contractor to keep work progressing in accordance with the time schedule;

9. Failure to keep a superintendent on the work;

10. Failure to maintain as built drawings of the work in progress;

11. Unauthorized deviations by the Contractor from the Contract Documents; or

12. On account of liquidated damages.

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

ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

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

ARTICLE 35. CHANGES IN THE WORK

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

The Architect/Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Programs, and the State Controller prior to proceeding with the changed work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Programs as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Contract sum being later adjusted to decrease the Contract sum by any unencumbered or unexpendited amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.
7. Overhead and profit, as hereafter specified.
8. Builder’s risk insurance premium costs.
9. Bond premium costs.
10. Testing costs not otherwise excluded by these General Conditions.
11. Subcontract costs.

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

<table>
<thead>
<tr>
<th>To the Contractor or to Subcontractors</th>
<th>OVERHEAD</th>
<th>PROFIT</th>
<th>COMMISSION</th>
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<tbody>
<tr>
<td>for the portion of work performed</td>
<td>10%</td>
<td>5%</td>
<td></td>
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<tr>
<td>with their own forces:</td>
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<tr>
<td>for work performed by others at a tier</td>
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<tr>
<td>immediately below either of them:</td>
<td>5%</td>
<td>5%</td>
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</tbody>
</table>

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 preceding table shall include labor, materials and equipment and the “Commission” shall include all costs and profit for carrying the subcontracted work at the tiers below except direct costs as listed in items 1 through 11 above if any.

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

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

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

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise or coordinate the work of persons or firms separately contracted by the Principal Representative.
ARTICLE 36. CLAIMS
It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the Contract as provided by the Procurement Code.

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

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

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

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor’s Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor’s claim is received within seven (7) business days of Contractor’s Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the work be determined by
reasonable amount for overhead and profit, determined in accordance with Article 35B. Detailed Breakdown, determined solely with reference to the additional work, if any, required by the change.

ARTICLE 37. DIFFERING SITE CONDITIONS

A. NOTICE IN WRITING

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

1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,

2. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

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

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

B. LIMITATIONS

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

ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

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

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

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/Engineer’s failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail
The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work, and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

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

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

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under $500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 54, Optional Provisions And Elections. When so modified, the references to the parties' right to elect facilitated negotiation elsewhere in these General Conditions shall be deleted.

**ARTICLE 40.  RIGHT OF OCCUPANCY**

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

Prior to any occupancy of the Project, an inspection shall be made by the Architect/Engineer, State Buildings Programs and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is
The Notice of Substantial Completion shall not be issued until the following have been fully established:

1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;

2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Programs, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;

3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor’s employees and workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;

4. The Project has been fully cleaned as required by those General Conditions, and as required by any strictor requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and

5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 54D(2), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor’s proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

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

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Architect/Engineer a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Programs, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project. The ability to beneficially occupy a discrete physical portion of the Project shall also be considered.
amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to complete unfinished work or the cost to repair defective work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to compete unfinished work or the cost to repair defective work.

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

ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE
The Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Contractor further warrants that the Work shall in all respects be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or workmanship. The Contractor shall be responsible to the Principal Representative for such warranties for the longest period permitted by any applicable statute of limitations.

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty workmanship or materials, and work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 45, One-Year Guarantee And Special Guarantees And Warranties.

ARTICLE 43. LIENS
Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, § 38-26-107, C.R.S., provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES
A. ONE-YEAR GUARANTEE OF THE WORK
The Contractor shall guarantee to remedy defects and repair or replace the Work for a period of one year from the date of the Notice of Substantial Completion or from the dates of any partial Notices of Substantial Completion issued for discrete physical portions of the Work. The Contractor shall remedy any defects due to faulty materials or workmanship and shall pay for, repair and replace any damage to other work resulting there from, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Documents where such deviations were obvious, apparent and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give
CONDITIONS of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

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

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

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 54D, Modifications of Article 46, are reasonable times for these stages of completion of the Work, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Article 54D, Modification of Article 46.

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

In the first instance, specified in Article 54D(1), Modification of Article 46, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in any Supplementary General Conditions, in the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

In the second instance, specified in Article 54D(2), Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 54D, Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Contractor’s bid for the Project and stipulated in the Agreement to finally complete the Project (as defined by the issuance of the Notice of Acceptance) after the final Notice of Substantial Completion has been issued.

In the third instance, when so specified in both Articles 54D(1) and (2), both types of liquidated damages shall be separately assessed where those delays have occurred.

The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have
advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

B. TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

C. DELAY DAMAGES

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

ARTICLE 49. STATE’S RIGHTS TO TERMINATE CONTRACT

A. GENERAL

If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or
C. ADDITIONAL CONDITIONS
If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience and the Contractor shall be limited in recovery to the compensation provided for in Article 50, Termination For Convenience Of State. Termination by the Contractor shall not be subject to such conversion.

ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

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

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

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

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

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of § 24-107-101, C.R.S., as amended and associated Cost Principles of the Colorado Procurement Rules as in effect on the date of this Contract.

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

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this
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 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 contract 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 & CRS 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.
C. SECTION HEADINGS
The section or paragraph headings contained within these General Conditions are inserted for convenience only and shall not be construed to vary or add to the meaning of this Contract.

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

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

F. VENUE
The parties agree that venue for any action related to performance of this Contract shall be an appropriate District Court of the State of Colorado.

G. NO THIRD PARTY BENEFICIARIES
Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the parties to the Agreement. Nothing contained in the Contract Documents shall give or allow any claim or right of action whatsoever by any other person or entity as beneficiary; all such non-parties shall be deemed incidental beneficiaries only.

H. WAIVER
The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, of the same term upon subsequent breach.

I. INDEMNIFICATION
Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

J. STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to Construction Manager under this Contract is $500,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply.

Construction Manager agrees to be governed, and to abide, by the provisions of C.R.S. §24-102-205, §24-102-206, §24-103-601, §24-103.5-101, §24-105-101, §24-105-102, and §24-105-201 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Construction Manager understands that if the maximum amount payable to Construction Manager under this Contract is $500,000 or greater, either on the Effective Date or at anytime thereafter, the State shall have the additional responsibility to prepare a Contractor Performance Evaluation Report. This Report shall be maintained as part of the Contractor's file and remain part of CMS for at least 5 years following the Report date.
D. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor’s bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to Two Thousand Five Hundred and no/100 Dollars ($2,500.00) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor’s Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor’s bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to One Thousand Five Hundred and no/100 Dollars ($1,500.00) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor’s Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

E. NOTICE IDENTIFICATION

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

Notice to Principal Representative:  

________________________________________  

With copies to:  

State Buildings Programs (or Delegate)  
State of Colorado  

________________________________________  

Notice to Contractor:  

________________________________________  

With copies to:  

________________________________________
Supplementary General Conditions
University of Colorado at Boulder

1. **GENERAL CONDITIONS, ARTICLE 23. F. SIGN** – **DELETE the entire section.**

2. **GENERAL CONDITIONS, ARTICLE 25 INSURANCE** - **DELETE the entire section and replace with the following:**

The Contractor 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 Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**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
   - 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. **Builder’s Risk Completed Value (Applies to buildings additions and new buildings)**
   - See Builders Risk section in this document.

6. **Installation Floater**
   - Special cause of loss
   - Theft
   - Faulty workmanship
   - Vandalism
   - Labor costs to repair damaged work
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
Aggreate                                          $1,000,000

Builder’s Risk (as required-See Coverages #5)

• 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 Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor 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. Contractor’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, 4001 Discovery Drive, Suite 230, Campus Box 587, Boulder, CO 80303

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

3 of 5
• 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 Contractor 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 Contractor.
• 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 Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor. 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 Contractor. 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 Contractor to purchase or maintain insurance as described above, without so notifying the University of Colorado, then the Contractor shall bear all reasonable costs properly attributable thereto.

Contractors 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 02/20/06
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CHANGE ORDER BULLETIN

Change Order Bulletin No: ___________________________ Date __________________
Contractor: _______________________________________
Institution or Agency: University of Colorado at Boulder
Project No./Name: PR004637/ CAMP – Various Bldgs – Window Replacement
Description of Work: _______________________________________

This bulletin is issued to define the scope of revision in drawings and/or specifications for a contemplated change order. The work called for by these revisions shall be in accordance with the requirements of the original contract documents.

Please prepare and submit a proposal for the changes described below. For pricing use State Form SC-6.312. A formal change order State Form SC-6.31 will be issued after approval of your proposal by the Principal Representative and the Architect. Your proposal shall include a statement as to the effect this change will have on the time for completion of the project.

This bulletin is NOT an authorization to proceed.

DESCRIPTION OF CHANGE:

SPECIFICATION REVISIONS:

STATUS OF EXISTING WORK:

PREPARED BY: _______________________________________
ARCHITECT/ENGINEER OR CONTRACTOR

APPROVED BY: _______________________________________
PRINCIPAL REPRESENTATIVE
(INSTITUTION or AGENCY)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS
CHANGE ORDER PROPOSAL

<table>
<thead>
<tr>
<th>Change Order Proposal No.</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Reference</th>
<th>Change Order Bulletin No.</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Work:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
</tr>
</thead>
</table>

University of Colorado at Boulder
Institution or Agency
PR004637 / CAMP-Various Bldgs-Window Replacement
Project No./Name

(Before completing this form, read instructions on reverse side.)

PART I - WORK PERFORMED BY CONTRACTOR

<table>
<thead>
<tr>
<th>Line 1.</th>
<th>Direct Labor Costs</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 2.</td>
<td>Labor Overhead (Direct Labor Burdens) (______% X Line 1)</td>
<td>$</td>
</tr>
<tr>
<td>Line 3.</td>
<td>Total Contractor's Labor Costs (Lines 1 and 2)</td>
<td>$</td>
</tr>
<tr>
<td>Line 4.</td>
<td>Direct Materials Costs</td>
<td>$</td>
</tr>
<tr>
<td>Line 5.</td>
<td>Materials Overhead (Delivery Costs &amp; Taxes) (______% X Line 4)</td>
<td>$</td>
</tr>
<tr>
<td>Line 6.</td>
<td>Total Materials Costs (Lines 4 and 5)</td>
<td>$</td>
</tr>
<tr>
<td>Line 7.</td>
<td>Total Equipment Costs</td>
<td>$</td>
</tr>
<tr>
<td>Line 8.</td>
<td>PART I - TOTAL CONTRACTOR'S L, M &amp; E COSTS (Lines 3, 6 and 7)</td>
<td>Part I $</td>
</tr>
</tbody>
</table>

PART II - WORK PERFORMED BY SUBCONTRACTOR

<table>
<thead>
<tr>
<th>Line 9.</th>
<th>Direct Labor Costs</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 10.</td>
<td>Labor Overhead (Direct Labor Burdens) (______% X Line 9)</td>
<td>$</td>
</tr>
<tr>
<td>Line 11.</td>
<td>Total Subcontractor's Labor Cost (Lines 9 and 10)</td>
<td>$</td>
</tr>
<tr>
<td>Line 12.</td>
<td>Direct Materials Costs</td>
<td>$</td>
</tr>
<tr>
<td>Line 13.</td>
<td>Materials Overhead (Delivery Costs &amp; Taxes) (______% X Line 12)</td>
<td>$</td>
</tr>
<tr>
<td>Line 14.</td>
<td>Total Subcontractor's Materials Costs (Lines 12 and 13)</td>
<td>$</td>
</tr>
<tr>
<td>Line 15.</td>
<td>Total Subcontractor's Equipment Costs</td>
<td>$</td>
</tr>
<tr>
<td>Line 16.</td>
<td>Total Subcontractor's L, M &amp; E Costs (Lines 11, 14 and 15)</td>
<td>$</td>
</tr>
<tr>
<td>Line 17</td>
<td>Subcontractor's Overhead (Indirect Costs), (______% X Line 16)</td>
<td>$</td>
</tr>
<tr>
<td>Line 18</td>
<td>Subcontractor's Profit (______% X Line 16) or (2 1/2% Deduct)</td>
<td>$</td>
</tr>
<tr>
<td>Line 19</td>
<td>PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 16, 17 and 18)</td>
<td>Part II $</td>
</tr>
</tbody>
</table>

PART III - CONTRACTOR'S OVERHEAD & PROFIT

| Line 20. | Contractor's Overhead (Indirect Costs), (______% X Part I Total) | $ |
| Line 21. | Contractor's Profit (______% X Part I Total) | $ |
| Line 22. | PART III - TOTAL CONTRACTOR OVERHEAD & PROFIT (Lines 20 and 21) | Part III $ |

PART IV - CONTRACTOR'S MARKUP ON SUBCONTRACTOR

| Line 23. | Contractor's Commission on Subcontractor (______% X Part II Total) | $ |
| Line 24. | Contractor's Profit on Subcontractor (______% X Part II Total) or (2 1/2% Deduct) | $ |
| Line 25. | PART IV - TOTAL CONTRACTOR MARKUP ON SUBCONTRACTOR (Lines 23 & 24) | Part IV $ |

PART V - SUBTOTAL C.O. PROPOSAL (Parts I and II and III and IV) | Part V (Subtotal) $ |

PART VI - CONTRACTOR'S BOND COST (______% X Part V) | Part VI |

PART VII - GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of Totals: Parts V and VI) | Grand Total $ |

PART VIII - CONTRACT TIME

COMPLETION DATE (IS) (IS NOT) EXTENDED ______ CALENDAR DAYS AS A RESULT OF THIS PROPOSAL.

ARCHITECT/ENGINEER'S CERTIFICATE:

This is to certify that I have analyzed the proposal and find, to the best of my knowledge and belief, that the proposal represents current, fair, factual and competitive cost/price data.

<table>
<thead>
<tr>
<th>Firm:</th>
<th>Name &amp; Title:</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>

CONTRACTOR'S CERTIFICATE:

This is to certify that, to the best of my knowledge and belief, the cost/price data submitted in response to the listed C.O. Bulletin, are accurate, complete and current as of 20__.

*Date:__________

*The proposal shall remain in full force and effect for a period of ______ calendar days from date of signature.

PRINCIPAL REPRESENTATIVE | STATE BUILDINGS PROGRAMS
(Institution or Agency) | (or Authorized Delegate)
| Date | Date |
CHANGE ORDER

Change Order No: ________________________________ Date ____________________________
Contractor: ________________________________________________________________
Institution or Agency: University of Colorado at Boulder
Project No./Name: PR004637 / CAMP – Various bldgs – Window Replacement

Your Change Order Proposal(s), dated _________ is/are hereby being designated for approval of the following work:
(Note: If more space is needed for description of work, attach additional 8-1/2” x 11” sheets hereto.)

This change order was originated by the Contractor ☐, Architect/Engineer ☐, State ☐, and /We do hereby recommend acceptance and approval of the change to the Contractor’s Agreement Dated ______ which is by this reference, made a part hereof, and identified as Exhibit ______ with an increase ☐, a decrease ☐, no change ☐, of $_____.

Contract completion date is extended ☐ days ☐, is not extended ☐. New completion date is ______ (Month/Day/Year)

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

PEH Architects
Architect/Engineer Firm ____________________________ Name and Title (print) ____________________________ Date ________________
Signature ____________________________

Contractor (Name of Firm) ____________________________ Name and Title (print) ____________________________ Date ________________
Signature ____________________________

University of Colorado at Boulder
Institution or Agency ____________________________ Ronald L. Ried, Director, Business Services Principal Representative ____________________________ Date ________________

| CONTRACT STATUS |
|-----------------|-----------------|
| Original Contract Value $ | STATE BUILDINGS PROGRAMS |
| Previous increases by CO/Amend $ | (or Authorized Delegate) |
| Previous decreases by CO/Amend $ | Paul M. Leef, AIA, LEED™ AP |
| Value After Prior CO’s/Amend $ | Campus Architect & |
| This CO/Amend Increases ☐ Decreases ☐ $ | Director, Planning, Design & Construction |

| CURRENT CONTRACT VALUE $ | STATE CONTROLLER |
|---------------------------| (or Authorized Delegate) |
|                           | Steve McNally, Associate Vice Chancellor & Controller |

(Verification)
REQUEST FOR INFORMATION
(RFI # 01)

Project No. Project Name: PR004637 / CAMP – Various Bldgs – Window Replacements

Date: ____________________________
To: ____________________________
From: ____________________________
Sent Via: ____________________________

Drawing Ref.: ____________________________ Spec. Ref.: ____________________________

Subject: ____________________________


Proposed Solution:


Schedule Impact:

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
</table>

Cost Impact: #1

Estimated Cost: ____________________________

Date Response Required: ____________________________
E-mail: ____________________________

Signature: ____________________________
Company: ____________________________

Response: ____________________________


Response Date: ____________________________
Person Responding: ____________________________
Sent Via: ____________________________
Signature: ____________________________

Further Action Required:


Other Documents This RFI Refers to:

Letters | RFP | PCO | CO | Other


**ENVIRONMENTAL SITE ASSESSMENT FORM**

<table>
<thead>
<tr>
<th>Building &amp; Location</th>
<th>Job Description</th>
<th>Work Order / Project Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMP</td>
<td></td>
<td>MY010905</td>
</tr>
</tbody>
</table>

**Follow-up required for:**
- ASBESTOS MATERIALS
- RADIOACTIVE MATERIALS
- ENVIRONMENTAL COMPLIANCE
- LEAD MATERIALS
- LASER OR X-RAY
- HAZARDOUS MATERIALS
- SOME OTHER

**Suspect Building Components, Materials, and Site Conditions:**
Lists all suspect materials for asbestos and/or lead-based paint. Also describes any other environmental and safety conditions, e.g., laboratory, hazardous materials, radiation issues, etc. Will address other conditions of the building being worked in, e.g., classroom, offices, laboratories, or other uses.

**SAMPLE REPORT ONLY**

**Samples / Results:**
Lists all known results of suspect materials or environmental monitoring results. Where suspect materials are not known, lists these as presumed positive.

**SAMPLE REPORT ONLY**

**REQUIRED ACTION:**
Identifies any action that may be required by all parties for the project, conditions that shall be followed, and all other notations relevant to the project. Explains further steps that must be taken for the project and responsibilities of key project staff, e.g., Project Managers, Contractors, EH&S, etc.

**SAMPLE REPORT ONLY**

---

**EH&S Inspector:** Certified CDPHE Inspector  
**EH&S Manager:** Michael Yanker  
**Date Inspected:** 1/9/2005  
**Date Reviewed:** 1/9/2005

This report based upon conditions, regulations, policies at time of inspection and is valid for 90 days. Changing scope of work requires re-inspection. If areas contain hazardous materials (asbestos, chemicals, gases, bio-hazards, radioactive materials or radiation) and/or involve laboratories, shops, haz exhausts, tanks, sewer drains or traps, storm or surface water, or other occupational hazards, work must be coordinated with appropriate EH&S manager. No new materials containing asbestos may be used for any part of the construction project. Project must conform with all applicable codes & standards. Project Rep must submit to EH&S Env Compliance a comprehensive haz materials/chemical inventory used to determine additional requirements. Contractor and/or Project Rep must provide above information to employees, subcontractors and other relevant parties.

**University Representative / Project Manager**  
**Contractor Name:** Contractor  
**Contractor Representative (Signature):** Foreman or Superintendent  
**Phone Number:**  
**Date Signed:**
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice: ____________________________

Date/Description of Contract Documents: ____________________________________________

Institution/Agency: University of Colorado at Boulder

Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

Attach Notice of Code Compliance from Code Review Agent/Building Official for Documents Listed Above

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, the requisite Builder's Risk Insurance Policy or Certificate for same, and Certificates of Insurance have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the bond and insurance requirements of the Contract Documents are met for the duration of the Agreement. The Agreement dated ________________ covering the above described work has been fully executed.

You are hereby authorized and directed to proceed within ten (10) days from date of this Notice as required in the Agreement. Any liquidated damages for failure to achieve substantial completion by the date agreed that may be applicable to this contract will be calculated using the date of this Notice for the date of the commencement of the Work.

**Actual on-site construction may not commence until all applicable building permits have been obtained by the Contractor.**

By ____________________________ Date

State Buildings Programs
(or Authorized Delegate)
Paul M. Leef, AIA, LEED AP
Campus Architect &
Director, Planning, Design & Construction

By ____________________________ Date

Principal Representative
(Institution or Agency)
Ronald L. Ried, Director
Facilities Management Business Services

When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative.

State Form SBP-6.26
Rev. 7/2008
A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowing employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the “E-Verify Program”, jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the “Department Program” administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

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

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

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

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

CERTIFIED and AGREED to this _______ day of _________________, 2010.

VENDOR:

__________________________________________________________
Vendor Full Legal Name

BY: _________________________________________
Signature of Authorized Representative

__________________________________________________________
Title

State Form UI-1
Issued 7/2008
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

NOTICE OF SUBSTANTIAL COMPLETION  use this form for regular projects

Date of Substantial Completion:  

Institution/Agency: University of Colorado at Boulder

Project No./Name: PR004637 / CAMP – Various Bldys – Window Replacement

TO: Tina Wells, Project Manager  
University of Colorado at Boulder  
Department of Facilities Management  
Campus Box 453 UCB  
Boulder, CO 80309-0453  
(Principal Representative)

And  

(Contractor)

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, Inspection Cards completely signed-off or a Temporary Certificate, or Certificate, of Occupancy has been issued, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed on the reverse by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule.
PRE-ACCEPTANCE CHECKLIST

Institution or Agency: University of Colorado at Boulder  Final Punch List Date
Architect/Engineer: PEH Architects
Contractor: 
Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

After Contractor is satisfied that work is complete as per Notice of Substantial Completion Punch List, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Principal Representative and State Buildings Programs (SBP) present. Forms are processed as required.

<table>
<thead>
<tr>
<th></th>
<th>DATE COMPLETED</th>
<th>A/E SIGNOFF</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Notice of Approval of Occupancy/Use has been fully executed and the Inspection Cards are completely signed-off.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>On the Pre-Acceptance Punch List (Form SBP-06) the final punch list items are noted by the Architect/Engineer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Final Change Orders are processed (must be completed prior to Notice of Acceptance).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>The Principal Representative shall not authorize final payment until all items on the punch list have been completed, the Notice of Acceptance issued and the Notice of Contractor’s Settlement Date is published.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Permanent keying, keys and keying instructions have been performed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Extra materials as per specifications are delivered to Principal Representative.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>As-built drawings have been submitted to Architect/Engineer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Guarantee/Warranty documentation requirements are met.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Removal of Contractor’s temporary work including cleanup and debris removal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>State personnel are instructed in system and equipment operations as required by contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>All Instructions, manuals, guides, and charts have been transmitted to Principal Representative.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Architect/Engineer Date
PEH Architects

Contractor Date

State Buildings Programs (or Authorized Delegate) Date
Paul M. Leef, AIA, LEED AP
Campus Architect &
Director, Planning, Design & Construction

Principal Representative Date
(Institution or Agency)
Ronald L. Ried, Director
Facilities Management Business Services

State Form SBP-05
Rev. 7/2008
Page 1 of 1
**PRE-ACCEPTANCE PUNCH LIST**

Institution/Agency: University of Colorado at Boulder  
Final Punch List Date

Architect/Engineer: PEH Architects

Contractor:

Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

---

**This form to be used after follow-up inspections have been made and punch list is worked down to less than ten items.**

<table>
<thead>
<tr>
<th>Final Punch List Item</th>
<th>Disposition</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
</table>

---

**Architect/Engineer**  
PEH Architects

**Date**

**Contractor**

**Date**

---

**State Buildings Programs**  
(or Authorized Delegate)

Paul M. Leef, AIA, LEED TM AP  
Campus Architect &  
Director, Planning, Design & Construction

**Date**

**Principal Representative**  
(Institution or Agency)

Ronald L. Ried, Director  
Facilities Management Business Services

**Date**

---

State Form SBP-06  
Rev. 7/2008
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE OF FINAL ACCEPTANCE

Date of Notice of Acceptance: ____________________________ Date to be inserted by A/E after consultation with the Principal Representative
Institution/Agency: University of Colorado at Boulder
Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

TO:

Notice is hereby given that the State of Colorado, acting by and through the Regents of the University of Colorado at Boulder, accepts as complete* the above numbered project.

By ____________________________ / Date
Paul M. Leef, AIA, LEED™ AP
Director, Planning, Design & Construction
State Buildings Programs
(of Authorized Delegate)

By ____________________________ / Date
Ronald L. Ried, Director
Facilities Management Business Services
Principal Representative
(Institution or Agency)

*When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative.
NOTICE OF CONTRACTOR'S SETTLEMENT

Institution/Agency: University of Colorado at Boulder
Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

Notice is hereby given that on the day of , 2010 at Boulder, Colorado, final settlement will be made by the STATE OF COLORADO with , hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT described as CAMP – Various Bldgs – Window Replacement.

1. Any person, co-partnership, association or corporation who has an unpaid claim against the said project, for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies used or consumed by such Contractor or any of his subcontractors in or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid on account of such claim.

2. All such claims shall be filed with Tina Wells, Project Manager, Department of Facilities Management, Campus Box 453 UCB, Boulder, CO 80309-0453.

3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim.

Dated at Boulder, Colorado, this day of 2010.

Paul M. Leef, AIA, LEED™ AP
Campus Architect &
Director of Planning, Design & Construction
State Buildings Programs
(or Authorized Delegate)

Date

Ronald L. Ried, Director
Facilities Management Business Services
Principal Representative
(Institution or Agency)

Date

MEDIA OF PUBLICATION:

PUBLICATION DATE:

NOTES TO EDITOR:

Transmit one copy of the Affidavit of Publication, and invoice, to: Marsha Siepicka, University of Colorado at Boulder, Department of Facilities Management, Campus Box 453 UCB, Boulder, CO 80309-0453

State Form SBP-7.3
Rev. 9/2006
NOTICE OF APPROVAL OF OCCUPANCY/USE

Date of Occupancy: [Date to be inserted by the Architect/Engineer after consultation with Principal Representative]
Institution/Agency: University of Colorado at Boulder
Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

Portion(s) of project for which occupancy is approved:

Type of Occupancy: ☐ Total or ☐ Partial

The items identified below if applicable must be completed with before Occupancy is approved.

<table>
<thead>
<tr>
<th>Date Completed</th>
<th>A/E Signoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Notice of Substantial Completion has been issued and the Building Inspection Records are Cards are completely signed-off (or a Temporary Certificate, or Certificate, of Occupancy has been issued and copies attached.</td>
<td></td>
</tr>
<tr>
<td>2a. Notification has been made to the local Fire Department concerning which portion(s) of the building will be occupied and the date(s).</td>
<td></td>
</tr>
<tr>
<td>2b. Fire alarms, smoke detection systems and building fire sprinkler systems have been fully checked and are operable.</td>
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<tr>
<td>2c. The building’s fire connections must be installed and operable, if applicable.</td>
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<tr>
<td>3. Coordination for final utility and service connections and meters (water, gas, sewer, electricity and telecommunication) has been made and systems are in full operating order.</td>
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<tr>
<td>4. Sterilization of plumbing systems has been performed.</td>
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<tr>
<td>5. Operational test of systems and equipment has been performed as required.</td>
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<tr>
<td>6. Systems adjustments such as balancing, equipment operations, etc., have been performed. Reports have been submitted to the Architect/Engineer for approval.</td>
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<tr>
<td>7. Principal Representative furnished equipment and furnishings are coordinated and placed.</td>
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</tbody>
</table>
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CLOSING-OUT CHECKLIST*

Institution or Agency: University of Colorado at Boulder
Architect/Engineer: PEH Architects
Contractor: 
Project No./Name: PR004637 / CAMP – Various Bldgs – Window Replacement

Final Punch List Date

After Contractor or Construction Manager is satisfied that work is complete, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Principal Representative and State Buildings Programs (SBP) present. Forms are processed as required.

1a. Final inspections have been made and permission to occupy Project is obtained through SBP Delegate. The Building Inspection Cards are completely signed off and attached.

1b. If Principal Representative wishes to occupy entire project or portions of Project before completion (Beneficial Occupancy) Project review of condition and responsibility is conducted and noted. (Fill out Form SBP-01 in addition to this form).

2. Notify the local fire department of the date the building will be occupied.

3. Coordination for final utility and service connections, meters, etc., has been made (water, gas, sewer, electricity and telecommunication) and in full operating order.

4. Sterilization of plumbing systems has been performed.

5. Operational tests of systems and equipment have been performed as required.

6. Systems adjustments, such as balancing, equipment operations, etc., have been performed. Reports have been submitted to Architect/Engineer and approved.

7. State personnel are instructed in system and equipment operations as required by contract.

8. Instructions, manuals, guides, charts, etc., are transmitted to Principal Representative.

9. Principal Representative furnish equipment and furnishing are coordinated and placed.

10. Review drawing, specifications, addenda, change orders, etc. for work to be done and note.

<table>
<thead>
<tr>
<th>DATE COMPLETED</th>
<th>SIGNOFF INITIALS</th>
<th>REMARKS</th>
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<tbody>
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</tbody>
</table>

State Form SBP-05
Rev. 9/2006
Page 1 of 2
This form to be used after follow-up inspections have been made and punch list is worked down to less than ten items:

<table>
<thead>
<tr>
<th>Final Punch List Item</th>
<th>Disposition</th>
<th>Date</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Contractor

Date

PEH Architects
Architect/Engineer

Date

Paul M. Leef, AIA, LEED AP
Campus Architect &
Director, Planning, Design &
Construction
State Buildings Programs
(or Authorized Delegate)

Date

Ronald L. Ried, Director
Facilities Management Business Services
Principal Representative
(Institution or Agency)

Date
Post Construction Warranty Report

Project: PR004637 / CAMP – Various Bldgs – Window Replacement
Warranty Contractor: ____________________________
Date Warranty Begins: __________________________ Date Warranty Expires: __________________________
Facilities Management FAX No. 303-492-4082 Reported By: __________________________
Campus Box 453 UCB, Boulder, CO 80309-0453 F/M Rep. Informed: __________________________

Date Reported: ____________________________ Taken By: __________________________

Extended Warranty Item:

Description of Warranty Item:

Date Reported to Contractor: __________________________

Contractor Response:

Date of Resolution: __________________________

Note:

Post construction warranty rpt
ENVIRONMENTAL RESPONSIBILITIES

The University of Colorado at Boulder (UCB) and the Boulder community are very sensitive to pollution issues. We endeavor to be leaders in promoting excellence in environmental stewardship and expect that all faculty, staff, students and contractors be aware of their environmental responsibilities and perform their activities in an environmentally responsible manner.

Contractors working on the UCB campus are required to comply with all applicable University, City, State and Federal environmental regulations and safety standards. Hazardous and regulated materials must be managed and disposed of properly. Work sites must control dust, debris and run-off, and pay special attention to preventing any pollutants from entering the storm sewer or surface water collection systems. These systems ultimately drain into our creeks and waterways.

Please do your part to promote awareness and compliance! On the reverse side of this flyer you will find examples of the kinds of environmental and safety issues and practices that often require attention at construction sites.

Questions, Comments or Concerns? – Please Contact:

Environmental Health and Safety 303-492-6025.
Environmental & Safety REMINDERS

at Construction Sites:

✓ Construction Waste & Debris
Keep saw-cut slurry, drywall mud, grout and mortar, paint, and all other wastes OUT OF GUTTERS, STREETS, TRENCHES, AND STORM DRAINS!

Use berms, sand bags, straw, buckets and drums; sweep and shovel to construction dumpster; allow solids to settle before pouring off water to the sanitary sewer. Identify drains in advance and designate sanitary sewer drain(s) where it’s OK to dump liquids that are pre-approved by EH&S 303-492-6025.

Recycle (303-492-5321) construction materials wherever possible.

✓ OSHA
Confined space entry, MSDS, product identification & labeling, PPE, trenching and shoring, fall protection, welding vision screens, etc.

✓ Asbestos & Lead-Based Paint
Assume all building materials are asbestos-containing unless written report(s) indicate otherwise. A pre-construction environmental site survey is required prior to beginning work - call EH&S Asbestos / Lead Management 303-492-6168.

✓ Dust Control
Use wet methods, exhaust fans, HEPA vests, barriers, etc.; visible emissions are not permitted.

✓ Hazardous Materials & Waste
Includes paints and solvents, oils, fuels, coolants, corrosives, cleaners, pesticides, PCB light ballasts, mercury vapor lamps, smoke detectors, rechargeable and lead acid batteries, and many other materials and products. **Do not** place in the trash or down the drain without approval from EH&S.

✓ Odors and Vapors, IAQ
Use barriers, smoke eaters, exhaust fans, ventilation system controls, etc.

✓ De-watering
Submit plan to Facilities Management for groundwater / stormwater / drainage controls. Discharge permits may be required from the Colorado Department of Public Health and Environment - Water Quality Division 303-692-3500).

✓ Spills and Emergencies
Post contingency/preparedness plan; prevent releases to the environment; call 911 immediately to report hazardous spills (weekdays also report to EH&S 303-492-6025).

✓ Utility Locates
Before digging, **ALWAYS** call the Utility Notification Center of Colorado (UNCC) 1-800-922-1987.
## CONTRACTOR'S APPLICATION FOR PAYMENT

### Detail of Schedule of Values

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Work</th>
<th>Material</th>
<th>Labor and Other</th>
<th>Totals (C + D)</th>
<th>Materials On-Site But Not In Place</th>
<th>WORK IN PLACE</th>
<th>Total Amount Due to Date (F+G+H)</th>
<th>% Complete and in Place (I / E)</th>
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<tbody>
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</tbody>
</table>

### Totals of Work Completed and Stored to Date

- **Material**: $0.00
- **Labor and Other**: $0.00
- **Total**: $0.00

### Original Contract Totals (SUM)

- **Material**: $0.00
- **Labor and Other**: $0.00
- **Total**: $0.00

### Amendments/Change Order Deductions

- **Material**: $0.00
- **Labor and Other**: $0.00
- **Total**: $0.00

### Amendments/Change Order Additions

- **Material**: $0.00
- **Labor and Other**: $0.00
- **Total**: $0.00

### Present Contract Totals

- **Material**: $0.00
- **Labor and Other**: $0.00
- **Total**: $0.00

---

**State Form SBF-7.2**

Rev. 9/2006
### Certificate for Contractor's Payment

**State of Colorado**  
**Office of the State Architect**  
**State Buildings Programs**

**Certificate for Contractor's Payment**

**Pay Application #:**

**Contractor:**

**Agency/Institution:** University of Colorado at Boulder  
**Project #/Title:** PR 004637 / CAMP - Various Bldgs - Window Replacement

**Date:**

#### Amendments/Change Order Summary

<table>
<thead>
<tr>
<th>Deductions (L)</th>
<th>Additions (M)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prior amendments / Change Orders</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CO#s:</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Approved This Period**

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
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</table>

**Current to Date TotalAmount Earned (Due to Date (l))**

**Retainage**

**Current to Date Payment Less Retainage**

**Prior Payments Total Amount Earned**

**Retainage**

**Prior Payments Less Retainage**

**This Payment Total Amount Earned**

**Retainage**

**This Payment Less Retainage**

**Warrant Amount**

**Net Change by Amendments / Change Orders (L + M)**

**Architects/Engineer's Certification**

Contractor certifies that all work and materials included in this estimate complies with the terms and conditions of the conditions construction contract and authorized changes thereto.

In accordance with the Contract and this Application for Payment, the above Contractor is entitled to a payment of: **$0.00**

**Institution/Agency (or Authorized Delegate) Date**

**State Buildings Programs (or Authorized Delegate) Date**

**Contractor Date**

**Architect/Engineer Date**
## PROJECT SUBMITTAL LOG

### Project Information
- PR 004637 / CAMP - Various Bldgs - Window Replacement

### Table Structure
- **Spec. Section No.**
- **Sub No.**
- **Contr No.**
- **Description**
- **Date Rec From Contr**
- **Submit Date**
- **Contr SUB Contr**
- **No. of Copies Rec**
  - A
  - R
  - T
  - E
  - L
  - O
- **Date Returned to Architect**
- **Action**
  - M
  - R
  - N
  - C
  - E
- **Date Returned to Contractor**
- **Distribution copies-Trans**
  - C
  - F
  - O
  - I
  - W
  - T
  - N
- **DAYS OUT TO Architect**
- **DAYS OUT TO Contractor**

### Notes

a. The Submittal Log lists the specification section that requires submittals. It is the Contractor’s responsibility to reference the appropriate subsection of the specification section for specific individual submittal requirements and to submit accordingly.

b. The Submittal Log does not necessarily list all specification sections that require submittals. The Contractor is responsible for any additional submittals that may be called for and required on drawings in the individual schedules and notes.