ADVERTISEMENT FOR BIDS
State of Colorado
University of Colorado
Notice Number: 11-10

Project No: HSG 10518 / PR 006148
Project Title: SMCC - BLDG 1,2,3,4 - HAZMAT SURVEY

Estimated Construction Cost: $244,00.00
*ARRA Funding?: No

Settlement Notices
For all projects with a total dollar value above $50,000 Notice of Final Settlement is required by C.R.S. 38-26-107.
Final Settlement, if required, will be advertised via: Electronic Media

Project Description
Abate & demolish four buildings in University of Colorado East Campus - Smiley Court Children’s Center.

Project Information
1. The Principal Representative has determined that the entire project shall be substantially complete within 30 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 seven 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 March 14, 2011 after 10:00 AM.
   http://www.colorado.edu/facilitiesmanagement/pdc/construction/open.html
   There will not be a charge for contract documents downloaded from the website.

4. Please contact Thomas Norman TNorman@CTLThompson.com if you prefer to pickup a hard copy at the pre-bid meeting.

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.
8. Contractor’s Registration Requirement deleted as of 11/2/09.

<table>
<thead>
<tr>
<th>Pre-Bid Meeting</th>
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<tbody>
<tr>
<td>A mandatory Pre-Bid Meeting will be held 03/18/11 10:00 AM at Smiley Court Children’s Center, 1300 30th Street, Boulder, Colorado. Meet at Parking Lot 539.</td>
</tr>
</tbody>
</table>

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

- **Date & Time:** 03/28/11 2:00 PM – Housing Maintenance Service Center, 3500 Marine Street, Room 122, Boulder, CO 80309

- **Address:** Department of Facilities Management
  Research Laboratory No. 2
  1540 30th Street, Third Floor
  Boulder, CO 80309-0453

<table>
<thead>
<tr>
<th>Point of Contact</th>
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<tbody>
<tr>
<td><strong>Name:</strong> Marina Florian, Project Manager</td>
</tr>
<tr>
<td><strong>Agency:</strong> University of Colorado at Boulder</td>
</tr>
<tr>
<td><strong>Phone:</strong> 303-735-2508</td>
</tr>
<tr>
<td><strong>Fax:</strong> 303-735-2375</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:marina.florian@colorado.edu">marina.florian@colorado.edu</a></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Media of Publication(s):</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication Dates:</td>
<td>03/14/11</td>
</tr>
</tbody>
</table>
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 from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project 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:

Department of Housing and Dining Services  
Housing Maintenance Service Center  
3500 Marine Street, Room 122, Boulder, CO 80309

The outside of the sealed inner envelope should bear the following information:

Project # HSG 10518 / PR 006148  
Project Name Smiley Court Children’s Center  
Name and Address of Bidder ___________________________  
Date of Opening March 28, 2011  
Time of Opening 2:00 PM

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. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS - 24-76.5-101. 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 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.

4. 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.

5. 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.

6. 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.

7. 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.
9. **NOTICE OF CONTRACTOR’S SETTLEMENT** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media. 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)

10. **CONTRACTOR QUALIFICATIONS:**

   A. **Prime Contractors:**
      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 $100,000.00 (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 $500,000.00 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:
      General Contracting

      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.

11. **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:

   Name: Marina Florian, Project Manager
   Agency: University of Colorado at Boulder
   Phone: 303-735-2508
   Fax: 303-735-2375
   Email: marina.florian@colorado.edu

12. **BID SCHEDULE:**
   Publication date: 03/14/11
   Plans specification available: 03/14/11 10:00 AM
   Mandatory pre-bid conference: 03/18/11 10:00 AM
   Last day for questions: 03/21/11 2:00 PM
   Last day for addenda issue: 03/23/11 2:00 PM
   Bid date: 03/28/11 2:00 PM

END
SMILEY COURT
ASBESTOS ABATEMENT
REGULATED BUILDING MATERIAL REMOVAL
AND BUILDING DEMOLITION

UNIVERSITY OF COLORADO
BOULDER, COLORADO

ENVIRONMENTAL ABATEMENT SPECIFICATIONS

Prepared by:

CTL|THOMPSON CONSULTANTS
Fort Collins, Colorado

Project No.: FC05108.024
PR006148/HSG 10518

March 2011
### BID FORM

Environmental Remediation
Smiley Court Children's Center
University of Colorado
Boulder, Colorado

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<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<td>LS</td>
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<tr>
<td>Section 2.0 Base Bid - Deconstruction of buildings and site</td>
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<td>LS</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Section 3.0 - Alternate #1 - Reuse of buildings</td>
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<td>each</td>
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</tr>
<tr>
<td>Section 4.0 - Alternate #2 - Remove all floor tiles</td>
<td>1</td>
<td>LS</td>
<td>---</td>
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</tr>
<tr>
<td>Total of Sections 1.0 - 4.0</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

I acknowledge receipt of Addendum #__ dated ______.  ________________ (initial)

Submitted by:

Name _____________________________________________________________________ Date ________________

Signature __________________________________________________________________

Company ___________________________________________________________________
SECTION 01000
GENERAL CONDITIONS
FOR ENVIRONMENTAL ABATEMENT AND DECONSTRUCTION

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. The Environmental Contractor (EnvContractor) shall provide all labor, equipment, materials, and perform all necessary operations to accomplish Asbestos Abatement and Deconstruction Work covered by these Contract Documents for the Smiley Court Project at the University of Colorado at Boulder (UCB), Boulder, Colorado.

B. The Owner is University of Colorado at Boulder. The Environmental Engineer is CTL Thompson. The Air Monitoring Specialist is CTL Thompson.

C. It is required that the EnvContractor familiarize himself with the Contract Documents and have firsthand knowledge of existing conditions and limitations of the site under which the Work is to be performed. Requests for access to the site shall be made to the Owner’s Project Manager.

D. The EnvContractor is a contractor to the Owner and shall comply with all of the requirements and conditions of the Overall Contract Documents.

E. Base Bid

Abatement and Remediation
1. Remove and dispose of all friable and nonfriable asbestos materials
2. Remove and dispose of all regulated building materials

Deconstruction
1. Disconnect utilities
2. Stormwater management
3. Salvage, recycle, and reuse building materials
4. Demolition and disposal of remaining building materials
5. Demolition and disposal concrete foundations
6. Site cleanup of all visible debris
7. Regrade site

F. Alternate Bid: Not Used

1.2 CONDITIONS OF WORK

A. DISRUPTIONS: The EnvContractor shall perform his work in a manner that will minimize disruption to normal Owner’s operations. The building will not remain operational during the project.

B. AREA OF WORK: The EnvContractor shall be allowed a reasonable working area at all times. The EnvContractor shall confine his operations, including material storage, staging area and access to the site, to the area of work shown on the drawings. In order to commence the Work, coordinate with the Owner’s Project Manager.

C. SECURITY: Temporary chain link fencing shall be installed around the site and must remain closed and locked at all times unless under direct supervision of Contractor employees. All items including fencing, hoses, windows, and doors must be secured at the end of each work shift. EnvContractor shall remove temporary chain-link fencing at the end of the project.

D. REGULATIONS: The EnvContractor shall comply with all applicable Federal, State, local, and Owner’s regulations pertaining to safety, traffic control, and fire prevention. The responsibility for safety, traffic control and fire prevention lies with the selected contractor, not with the journeyman at the site.

E. WORKING HOURS: The EnvContractor’s working hours shall be between 7:00 a.m. and 6:00 p.m., with no work on weekends or holidays unless authorized. If project requires more than one shift or working at times other than those stated above, permission must be obtained from the Owner’s Project Manager at least five working days in advance.

F. ACCESS ROUTES: Only those access routes indicated on the drawings shall be used by the EnvContractor for access to the work site.

G. SPECIAL ACTIVITIES: Not Used

H. SPECIAL REQUIREMENTS:

1. The construction storage area, as shown on the drawings, will be made available to the EnvContractor near the site. The EnvContractor shall erect a sign with his name and phone number at the storage area. The area shall be kept orderly and free of litter.

2. The EnvContractor’s work areas and personnel will be restricted to designated construction areas.

3. All buildings and parking areas in the adjacent areas will be operational during the construction period.
4. The EnvContractor shall keep the fire lanes open for access around adjacent buildings and parking areas. The EnvContractor must ensure that the project staging area and construction activities do not impede emergency vehicle access to the area.

5. Recycling and/or reuse of building materials is part of this project. Recycled or reused materials must be documented and quantified.

6. After removal of the asbestos and regulated materials, moving the buildings for reuse is a potential alternative to demolition and disposal.

7. Buildings, foundations, and all surface features will be removed and properly disposed.

8. Utilities shall be disconnected and properly capped. Dead legs shall not remain on domestic water lines.

9. A stormwater management plan shall be developed and implemented. No import of materials is required. Rough final grading shall be performed and graded to capture surface runoff. Final surface stabilization is not required.

10. An approved Hot Work Permit must be obtained prior to performing any hot work activities, e.g., using heat guns, soldering, brazing, welding, grinding, powder driven studs, metal cutting using power tools or other activities involving flames or sparks. Contractors must follow procedures as outlined in the Hot Work Permit if it is required. Hot work permit forms are available from CU project managers, FM office of Planning, Design and Construction and under “Hot Work Permit” at the FLS web site: (http://www.colorado.edu/facilitiesmanagement/pdc/safety/index.html).

11. Adjacent pedestrian areas are to be protected by construction fencing or other physical barriers as necessary to ensure pedestrian safety.

1.3 VERIFICATION OF DIMENSIONS:

A. The EnvContractor shall be responsible for the coordination and proper relation of the work. EnvContractor shall field verify all dimensions and advise the Owner’s Project Manager of any discrepancies prior to bidding and proceeding with the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts. Commencement of the work in areas of known discrepancies shall indicate the EnvContractor’s acceptance of the conditions, and any changes resulting from said discrepancies shall be at no cost to the Owner.

1.4 UTILITIES

A. MAINTENANCE: The EnvContractor shall be responsible for installing and maintaining temporary cords, lines or other equipment in a safe condition.
B. REMOVAL: Prior to final acceptance, all temporary cords, lines or other equipment shall be removed.

C. DISCONNECTION: At the end of the project, the utilities shall be disconnected in accordance with requirements of UCB and the providing utility. CTL Thompson assumes no responsibility for actual conditions of existing utilities. Drawings of existing facilities are available for information only and do not necessarily reflect the actual conditions. The Contractor shall verify locations of existing utilities prior to proceeding with any work. Before starting demolition, the Contractor shall call Utility Notification System Colorado @ 811 and CU Campus Field Locator @ 303-961-0875 for utility location at or near the subject property. The Contractor shall notify utility agencies and shall arrange for disconnection of utility services as required. Verify that all appropriate services have been disconnected. The Contractor shall pay all fees and costs associated with utility disconnect, capping of lines and meter removals required for the subject property. The requirements are summarized as follows and details are provided on the drawings.

1. Water: Water lines for this project are considered service lines and are owned by the University of Colorado. Cut and cap water line with thrust block at tee on 33rd Street as shown on the drawings. Water line can be abandoned in place but all meters and piping within two feet of surface shall be removed in entirety. Right-of-way (ROW) permit should be acquired from the City of Boulder for work adjacent 33rd Street. Meters shall be salvaged and provided to UCB. Patch surface as required to match existing conditions.

2. Sewer: Sanitary sewer lines for this project are considered service lines and are owned by the University of Colorado. Plug west stub of sanitary sewer MH 1 as indicated on the drawings. MH-1 is located approximately 300 feet east of Smiley Court Children’s Center.

3. Electrical: The disconnection of electrical equipment shall be performed by a licensed electrician, prior to beginning electrical demolition. Electrical wiring in its entirety must be removed back to the transformer located north of the site as shown on the drawing. There is an existing small transformer located onsite that is the property of UCB. PCB analysis was performed on the transformer oil. The analysis picked up a small quantity of PCBs, but way below regulatory limits. This onsite transformer needs to be removed in its entirety and either disposed of or recycled by Solomon Corp or another electrical equipment recycler.

4. Natural Gas: All natural gas work including meter removal and service disconnect will be performed by Xcel Energy, but the costs for this work need to be included in this work. The natural gas shall be terminated just south of the new Biotech parking lot to the east of the site as shown on the drawings. The gas line can be abandoned in place but all meters and piping within two feet of surface shall be removed in their entirety. Coordinate with Daniel Nivel (303-245-2265) and Greg Sorter (303-245-
2279) of Xcel Energy. An application to Xcel Energy must be submitted at least six weeks prior to needing work performed.

5. Irrigation: CU records indicate that irrigation is not present on the site. If irrigation is located, irrigation pipe shall be abandoned in place. Cut and cap irrigation pipes to discontinue service. Coordinate with CU field office for removal of irrigation heads.

6. Telecom: Comcast recommends removing cable television lines back to pole or pedestal outside of demolition area. They state that last date of service is noted as 2005. A licensed electrician can remove lines back to pole or pedestal. The contact number for Comcast is 1-800-316-1619. Coordinate with Qwest and Kathy Dunbar (Qwest Senior Design Engineer) for removal and possible relocation of phone and pedestals. Work to performed by Quest via a work order placed at least six weeks prior to commencing work.

7. Boiler Piping: A boiler is located in the small mechanical building located in the middle of the Children’s Center. It is assumed that piping associated with the boiler runs underground to each of the buildings. The piping needs to be removed in its entirety. If the piping contains asbestos insulation, stop work and notify CTL Thompson.

8. Storm Sewer: Storm sewer is not present on the site. A site Storm Water Management Plan (SWMP) needs to be prepared for the site. Stormwater BMPs identified in the SWMP need to be in place prior to commencing work. At the end of the project, the site shall be graded to capture precipitation onsite and not allow runoff. Importing of materials is not required.

1.5 SCHEDULE

A. The project schedule is as follows. Asbestos abatement must be performed in the buildings prior to deconstruction. Asbestos abatement shall be performed by others.

1. Pre-bid walkthrough March 18, 2011
2. Bid submittal March 28, 2011
3. Start work April 18, 2011
4. Completion May 13, 2011

In order to closely coordinate work under this Contract, the EnvContractor shall prepare for and attend a weekly coordination meeting with the Owner and Engineer.

1.6 CONSTRUCTION SUPERINTENDENT

A. The construction superintendent shall be on the job site any time work is being conducted. The superintendent shall carry a pager or cell phone through which he can be contacted during the project. He shall make a daily construction report listing all trades, number of people, equipment utilized, work being accomplished
and any problems or unforeseen conditions encountered during the course of the work. Reports shall be provided to the Owner at the weekly coordination meeting.

B. The EnvContractor’s superintendent shall be onsite for the duration of the project at no additional charge to the project.

1.7 CRITICAL PATH CHART: Not Used

1.8 OUTAGES

A. Any utility outages necessitated by the work shall be requested in writing at least five (5) working days prior to the proposed outage. The request shall be directed to the Owner’s Project Manager and shall stipulate the specific utility systems and circuits to be affected, the location of the work, the time at which the shutdown will occur, and the duration of the outage for each system. Outages shall be kept to a minimum both in number and in duration. Where multiple outages are required, as many outages as can be accurately scheduled shall be submitted as a group.

B. Outages shall be coordinated with the Owner and may have to be performed after normal work hours at no additional charge.

1.9 TRASH REMOVAL

B. All non-salvageable items and trash shall be hauled off the Owner’s property and disposed of in accordance with applicable state and local regulations at the EnvContractor’s expense. Items shall be transported in covered or closed vehicles. Any materials dropped or blown off vehicles shall be immediately picked up and disposed of by the EnvContractor at his expense.

C. All non-salvageable items and trash shall not be stored or accumulated onsite. Materials shall be removed from the site immediately after the dumpster is full. Materials shall be kept secure and not visible or accessible to the public.

1.10 SALVAGEABLE ITEMS

A. All items removed and not to be salvaged or scheduled for reuse or recycling shall be disposed of by the EnvContractor and removed from Owner’s property. All items removed and identified for salvage shall be cleaned, transported and stored at an area provided by the Owner. The following items shall be salvaged by the EnvContractor and provided to a storage area to be determined on campus:

1. Transformer

2. Water meter

B. The following items will be substantially removed by UCB prior to work being performed by the EnvContractor in each designated Work Zone:

1. Regulated building materials
2. Classroom and office furniture: desks, tables, chairs, chalk/white boards, computers

3. Cleaning supplies

1.11 RECYCLABLE MATERIALS

A. UCB is pursuing LEED certification. The following materials shall be recycled and/or reused in compliance with LEED certification. The EnvContractor shall quantify (by weight) these materials and provide proper documentation for LEED certification.

1. Roofing shingles
2. Concrete
3. Ferrous and nonferrous metal

1.12 PARKING

A. Parking of the EnvContractor’s vehicles shall be restricted to the area shown on the drawings. Parking permits are required from the Owner for all vehicles during construction that occurs during the spring or fall semesters. The EnvContractor shall be responsible for making all parking arrangements and providing adequate signage to designate parking spaces used during construction. Parking arrangements and costs shall be included in the bid.

1.13 TRAFFIC CONTROL DEVICES: Not Used

1.14 TELEPHONE AND PAGER

A. Business Telephone: At the beginning of construction, the EnvContractor shall provide the Owner’s Project Manager with a telephone number and cell number at which the EnvContractor or his representative may be contacted 24 hours per day and 7 days per week throughout the duration of the project.

B. Construction Telephone: The EnvContractor shall have cell phone service at the project site.

1.15 FIELD OFFICE

A. The EnvContractor may provide a temporary field office on the site for their use. The location type, proposed maintenance, and other considerations, shall be approved by the Owner’s Project Manager prior to moving such a facility onto the site. At the completion of the work, the facility shall be removed from the site and the area adjacent to the office restored to that condition existing prior to the start of construction. All costs (e.g., water, sewer, phone, electricity) incurred in connection with the facility shall be borne by the EnvContractor.
1.16 SANITARY PROVISIONS

A. The EnvContractor shall provide temporary, portable toilets, and water for clean up, for use by the EnvContractor staff. The unit shall be kept in a sanitary condition at all times. In no instance shall paint or other construction materials be disposed of in the toilets or other drains, nor shall the fixtures be used for cleaning abatement equipment. All costs incurred in connection with sanitary provisions shall be borne by the EnvContractor.

1.17 PROJECT CLEANUP

A. The EnvContractor is responsible for maintaining the construction site in a clean and orderly condition from the start of the project to completion. Daily cleanups are required. The EnvContractor shall have dumpsters onsite, as required, for disposal of debris and shall arrange for transport of dumpsters and debris to and from the site.

B. At project completion, the EnvContractor shall remove all equipment, materials, and debris from the site including toilets and dumpsters. Areas around work sites shall be cleaned with dirt/grass surfaces raked clean of any debris from the EnvContractor's operations. Remaining dirt/fill material shall be removed or may be scattered with the approval of the Owner's Project Manager.

1.18 ASBESTOS AND OTHER HAZARDS

A. UCB shall be responsible for removal of friable asbestos materials associated with this project. Friable asbestos materials will be removed by others prior to deconstruction of the building.

B. Non-friable asbestos floor tiles and CDPHE non-regulated asbestos drywall joint compound will remain in the building and will be part of the demolition debris. EnvContractor shall not damage these materials as to render them friable. Also, construction debris shall be kept wet during demolition so as not to generate dust. EnvContractor shall be responsible for compliance with OSHA Regulations 29 CFR 1926.1101 regarding construction work where an employee may be exposed to asbestos.

C. EnvContractor shall be responsible for compliance with OSHA Regulations 29 CFR 1926.62 regarding construction work where an employee may be occupationally exposed to lead. A lead survey was conducted and lead based paint was identified in the buildings. A copy of the lead based paint survey can be obtained from the Owner. Construction work is defined as work for construction, alteration and/or repair, including painting and decorating. It includes but is not limited to the following:

1. Demolition or salvage of structures where lead or materials containing lead are present.
2. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead.

3. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed.

1.19 EXCAVATION PERMIT: Not Used

1.20 POLLUTION ABATEMENT AND ENVIRONMENTAL PROTECTION

A. The EnvContractor shall perform all work in a manner minimizing pollution of air, water, and land, as required.

1.21 REAL PROPERTY CHECKLIST: Not Used

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01000
PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes deconstruction of the buildings, utilities, and site improvements

1.3 SUBMITTALS

A. Before start of work, submit the following to the Owner’s Representative for review. Do not begin work until the Owner’s Representative has reviewed these submittals.

1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for all materials proposed for use.

2. Schedule for demolition work by area, location, and type. Submit prior to start of work. Indicate interruption or cut-off of any utilities in the schedule.

3. Plan of Action on traffic routes

4. Methods of controlling dust

5. Compliance with asbestos and lead paint regulations

6. Stormwater Management Plan (SWMP)

7. Demolition permits from CDPHE and local agencies

8. Recycle and reuse plan showing materials to be reused or recycled, including who will be receiving materials and documentation of quantities by weight.

1.4 PROJECT AND SITE CONDITIONS

A. The Owner will not occupy portions of the building immediately adjacent to the work.

B. Notify the Owner’s Representative not less than 72 hours in advance of any demolition activities that will significantly impact the Owner’s normal operations.
C. Conditions existing at the time of bidding will be maintained by the Owner insofar as practical.

**PART 2 – PRODUCTS (Not applicable)**

**PART 3 – EXECUTION**

**3.1 PREPARATION**

A. Maintain safe access to and egress from work area.

B. Provide temporary fencing, barricades, lighting, guard rails, and other forms of protection to protect the Owner’s personnel, other contractors, and the general public from injury due to the work.

C. Protect street, sidewalk, and landscaped areas from damage due to demolition operation.

D. In writing, report any existing damage to interior and/or exterior finishes, landscaping, sidewalks, structure, and equipment in the work area prior to start of demolition.

E. Implement stormwater management plan.

**3.2 DEMOLITION**

A. Demolish buildings in an orderly and careful manner. Apply water as required to prevent dust.

B. Remove and recycle asphalt shingles.

C. Remove and recycle ferrous and non-ferrous metal.

D. Remove and recycle concrete footings, sidewalks, and driveway.

E. Remove and dispose of existing landscaping, with the exception of trees. Tree removal will be determined on a case by case basis with the CU Landscape Architect at the pre-bid meeting.

F. Perform demolition in accordance with applicable authorities having jurisdiction.

G. If unanticipated mechanical, electrical, or structural elements which conflict with the intended function or design are encountered, immediately notify the Owner’s Representative. Pending receipt of directive from Owner’s Representative rearrange selective demolition schedule as necessary to continue overall progress without delay.
H. Repair demolition performed in excess of that required and repair all damage due to demolition at no cost to Owner.

I. Remove and dispose of all materials, equipment, and construction as indicated not to remain. Use methods and sequencing which will protect and minimize damage to existing work. Provide temporary shoring, bracing, underpinning, or other devices, as required to support existing construction, until such new construction is in place.

J. Before removing existing conduit, wiring, and piping, be sure all lines are disconnected and shut off or capped as identified in Section 01000.

K. Cease operations and notify the Owner’s Representative immediately if safety of structure appears to be endangered. Do not resume operations until safety is restored.

L. Promptly repair damages caused to adjacent structures, facilities, finishes, components, and equipment by demolition work at no cost to Owner.

M. Arrange and pay for disconnection, removal, and capping of utility services within areas of demolition.

N. Apply water to control dust resulting from demolition operations. Keep non-friable asbestos in a non-friable condition during demolition, loading, and transportation.

O. Upon the completion of work, clean the demolition area of dust and debris caused by demolition operations. No construction debris shall remain onsite. Contractor may be required to remove surficial soil in order to remove all construction debris.

P. CTL shall perform a final inspection of the site for debris prior to final grading.

Q. Final grade the site to capture surface precipitation and prevent runoff.

3.3 SALVAGE

A. Items for recycle or reuse shall be carefully marked, removed, cleaned, stored, and protected by the EnvContractor. The EnvContractor shall use skilled workers to remove such items. The Contractor shall be responsible for securing the items until turned over to the Owner in writing.

B. Items for Owner’s salvage shall be carefully marked, removed, cleaned, stored, and protected by the EnvContractor. The EnvContractor shall use skilled workers to remove such items. The Contractor shall be responsible for securing the items until turned over to the Owner in writing. The following items shall be salvaged and provided to the owner: see Section 01000, Part 1.10.

C. Items for Contractor’s salvage shall be all materials and equipment to be removed and not indicated for reuse or Owner’s salvage. Contractor’s salvage shall become property of the Contractor.
1. Items of salvable value to the Contractor may be removed from the structure as the work progresses. Salvaged items must be transported from the site as they are removed.

2. Onsite storage of removed items will not be permitted.

3.4 DISPOSAL

A. Burning of materials onsite is not permitted.

B. Remove from site contaminated or dangerous materials encountered and dispose of legally off site by safe means so as not to endanger health of workers, public, and environment.

C. All non-regulated environmental materials except for materials identified for recycling or reuse shall be disposed of at a permitted landfill. EnvContractor shall provide disposal receipts for all materials.

3.5 RECYCLING

A. Owner is obtaining LEED certification for the remodel of the building. EnvContractor is required to provide proper documentation to the Owner for recycling or reusing certain materials.

B. Items for Owner’s reuse or recycling shall be carefully marked, removed, cleaned, stored, and protected by the Contractor. The EnvContractor shall use skilled workers to remove such items. The Contractor shall be responsible for securing the items. EnvContractor shall provide documentation of proper recycling.

C. The following items shall be recycled by the EnvContractor to obtain LEED credits:

1. Roofing shingles shall be removed and delivered for recycling.

2. Ferrous and non-ferrous metal shall be removed and delivered for recycling.

3. Concrete shall be removed and delivered for recycling.

END OF SECTION 02072
SECTION 02081
ASBESTOS ABATEMENT

PART 1 – GENERAL

1.1 SUMMARY

A. The objective of the project is to remove and dispose of asbestos-containing materials (ACM) located at the Smiley Court Project at the University of Colorado at Boulder (UCB), Boulder, Colorado. UCB is performing a demolition and deconstruction of the Smiley Court Buildings and asbestos abatement must be performed prior to remodeling by the General Contractor. The Environmental Contractor (EnvContractor) will contract directly with UCB.

B. The work covered by this section includes the removal of asbestos-containing materials encountered during demolition and renovation activities associated with this project and describes procedures and equipment required to protect workers and occupants of the regulated area from contact with airborne asbestos fibers and asbestos dust and debris. The work also includes containment, storage, transportation, and disposal of the asbestos materials.

C. The asbestos removal includes
   - Floor tiles/mastic
   - Drywall Textures
   - Drywall Joint Compound
   - Sheet Vinyl
   - Sink undercoating
   - Pipe wrap

   All Work identified in these specifications shall be performed by the EnvContractor unless the task is specifically identified to be performed by the General Contractor or the Owner.

D. The EnvContractor will be required to perform general demolition, salvage, and recycling prior to performing asbestos abatement.

E. The general sequence of Work for each zone will be as follows:

   1. The Owner will provide connections in the building for electrical power, water supply, and disposal water.
   2. The Owner will remove furniture, materials, unattached equipment, etc.
   3. EnvContractor shall construct a temporary enclosure around the perimeter of the Work Area and the decontamination unit. EnvContractor shall disable existing HVAC system. EnvContractor shall install and
operate a high-efficiency particulate air (HEPA) air filtration system with negative pressure airflow. Disposal water must be filtered for asbestos.

4. EnvContractor shall install critical, primary, and/or secondary barriers in Work Area in conjunction with a HEPA air filtration system for removal of friable asbestos. EnvContractor shall remove ceiling tiles and grid as necessary to access HVAC ducts.

5. EnvContractor shall remove and dispose of asbestos, perform personal air monitoring, and fulfill other project requirements as detailed in the Contract Documents.

6. EnvContractor shall perform cleaning and decontamination operations inside the temporary enclosure.

7. Air Monitoring Specialist (AMS) will perform air monitoring outside containment during asbestos abatement. Only critical barriers will remain during aggressive air clearance.

8. Asbestos materials will not need to be replaced. Damaged areas do not require repairs. All areas shall be returned to original condition. Some finishes will not require repair as they will be renovated as part of this project. The Owner and their architectural consultant will identify finishes that do not require repair.

9. The EnvContractor shall coordinate all work with the Owner.

1.2 REFERENCES, CODES, AND REGULATIONS

A. ENVCONTRACTOR’S RESPONSIBILITY: The EnvContractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The EnvContractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The EnvContractor shall hold the Owner, Engineer, and AMS harmless for failure to comply with any applicable Work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

The most recently adopted codes and regulations shall be complied with.

B. FEDERAL REQUIREMENTS: Federal requirements governing asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:

1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, including, but not limited to:

   Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and
Actinolite; Final Rules: Title 29, Part 1910, Section 1001, Title 29, Part 1910, Section 1101 and Part 1926, Section 58 of the Code of Federal Regulations

Respiratory Protection: Title 29 Part 1910 Section 134 of the Code of Federal Regulations

Construction Industry: Title 29, Part 1926, of the Code of Federal Regulations

Access to Employee Exposure and Medical Records: Title 29, Part 1910, Section 2 of the Code of Federal Regulations

Hazard Communication: Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags: Title 29, Part 1910, Section 145 of the Code of Federal Regulations

2. DOT: U.S. Department of Transportation, including, but not limited to:

Hazardous Substances: Title 29, Part 171 and 172 of the Code of Federal Regulations

3. EPA: U.S. Environmental Protection Agency, including, but not limited to:

Asbestos Abatement Projects; Worker Protection Rule: Title 40, Part 763, Subpart G of the Code of Federal Regulations

Asbestos Hazard Emergency Response Act (AHERA) Regulation:

Training requirements of (AHERA) Regulation: Asbestos-Containing Materials in Schools Final Rule & Notice: Title 40, Part 763, Subpart E, Appendix C of the Code of Federal Regulations

National Emission Standards for Hazardous Air Pollutants (NESHAPS):
National Emission Standards for Asbestos: Title 40, Part 61, Subpart A and Subpart M (Revised Subpart B) of the Code of Federal Regulations

C. STATE REQUIREMENTS: State requirements governing asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:

Colorado Department of Public Health and Environment, Regulation 8, Part B, Emission Standards for Asbestos.

Colorado Department of Public Health and Environment, Regulations Pertaining to Solid Waste Disposal Sites and Facilities, Part B, Section 5.
1.3 DEFINITIONS

**Adequately Wet:** A term defined in 40 CFR 61, Subpart M, and EPA 340/1-90-019 meaning to sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.

**Aggressive Method:** Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact asbestos-containing material (ACM).

**Amended Water:** Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter when tested in accordance with ASTM D 1331.

**Asbestos:** Asbestos includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, and any of these minerals that have been chemically treated and/or altered.

**Asbestos-Containing Material (ACM):** Any material containing more than one percent (1%) asbestos.

**Asbestos Fiber:** A particulate form of asbestos, 5 micrometers or longer, with a length-to-width ratio of at least 3 to 1.

**Authorized Person:** Any person authorized by the EnvContractor and required by work duties to be present in the regulated areas.

**Building Inspector:** Individual who inspects buildings for asbestos and has EPA Model Accreditation Plan (MAP) “Building Inspector” training; accreditation required by 40 CFR 763, Subpart E, Appendix C and CDPHE Regulation 8.

**Certified Industrial Hygienist (CIH):** An Industrial Hygienist certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

**Class I Asbestos Work:** Activities defined by OSHA involving the removal of thermal system insulation (TSI) and surfacing asbestos.

**Class II Asbestos Work:** Activities defined by OSHA involving the removal of asbestos which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic. Certain “incidental” roofing materials such as mastic, flashing and cements when they are still intact are excluded from Class II asbestos work. Removal of small amounts of these materials which would fit into a glovebag may be classified as a Class III job.

**Class III Asbestos Work:** Activities defined by OSHA that involve repair and maintenance operations where asbestos, including TSI and surfacing asbestos, is likely to be disturbed. Operations may include drilling; abrading; cutting a hole; cable pulling; or crawling through tunnels, attics, or spaces above the ceiling where asbestos is actively disturbed or asbestos-containing debris is actively disturbed.
**Class IV Asbestos Work:** Maintenance and custodial construction activities during which employees contact but do not disturb asbestos and activities to clean-up dust, waste and debris resulting from Class I, II, and III activities. This may include dusting surfaces where asbestos waste and debris and accompanying dust exist and cleaning up loose asbestos debris from TSI or surfacing asbestos following construction.

**Clean room:** An uncontaminated room having facilities for the storage of employees’ street clothing and uncontaminated materials and equipment.

**Competent Person:** In addition to the definition in 29 CFR 1926, Section .32(f), a person who is capable of identifying existing asbestos hazards as defined in 29 CFR 1926, Section .1101, selecting the appropriate control strategy, has the authority to take prompt corrective measures to eliminate them and has EPA Model Accreditation Plan (MAP) “Contractor/Supervisor” training; accreditation required by 40 CFR 763, Subpart E, Appendix C and CDPHE Regulation 8.

**Contractor/Supervisor:** Individual who supervises asbestos abatement work and has EPA Model Accreditation Plan “Contractor/Supervisor” training; accreditation required by 40 CFR 763, Subpart E, Appendix C and CDPHE Regulation 8.

**Critical Barrier:** One or more layers of plastic sealed over all openings into a regulated area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a regulated area from migrating to an adjacent area.

**Decontamination Area:** An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

**Demolition:** The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.

**Disposal Bag:** A 0.15 mm, 6 mil thick, leak-tight plastic bag, pre-labeled in accordance with 29 CFR 1926, Section .1101, used for transporting asbestos waste from containment to disposal site.

**Disturbance:** Activities that disrupt the matrix of asbestos, crumble or pulverize asbestos, or generate visible debris from asbestos. Disturbance includes cutting away small amounts of asbestos, no greater than the amount which can be contained in one standard sized glovebag or waste bag, not larger than 1.5 m 60 inches in length and width in order to access a building component.

**Equipment Room or Area:** An area adjacent to the regulated area used for the decontamination of employees and their equipment.

**Employee Exposure:** Exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.

**Fiber:** A fibrous particulate, 5 micrometers or longer, with a length to width ratio of at least 3 to 1.
**Friable asbestos:** A term defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 meaning any material which contains more than one percent (1%) asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy (PLM) that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than ten percent (10%), as determined by a method other than point counting by PLM, the asbestos content is verified by point counting using PLM.

**Glovebag:** Not more than a 1.5 by 1.5 m, 60- by 60-inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.

**High-Efficiency Particulate Air (HEPA) Filter:** A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

**Homogeneous Area:** An area of surfacing material or thermal system insulation that is uniform in color and texture.

**Industrial Hygienist:** A professional qualified by education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards.

**Intact:** Asbestos that has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix. Removal of “intact” asphaltic, resinous, cementitious products does not render the asbestos non-intact simply by being separated into smaller pieces.

**Model Accreditation Plan (MAP):** USEPA training accreditation requirements for persons who work with asbestos as specified in 40 CFR 763D, Subpart E, Appendix C.

**Modification:** A changed or altered procedure, material or component of a control system, which replaces a procedure, material or component of a required system.

**Negative Exposure Assessment:** A demonstration by the Contractor to show that employee exposure during an operation is expected to be consistently below the OSHA Permissible Exposure Limits (PELs).

**NESHAP:** National Emission Standards for Hazardous Air Pollutants. The USEPA NESHAP regulation for asbestos is at 40 CFR 61, Subpart M.

**Non-friable asbestos:** A NESHAP term defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 meaning any material containing more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.

**Non-friable asbestos (Category I):** A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90-018 meaning asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy.
Non-friable asbestos (Category II): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90-018 meaning any material, excluding Category I non-friable asbestos, containing more than 1 percent asbestos, as determined using the methods specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Permissible Exposure Limits (PELs): (1) PEL-Time weighted average (TWA): Concentration of asbestos not in excess of 0.1 fibers per cubic centimeter of air (f/cc) as an 8-hour time-weighted average (TWA), as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400. (2) PEL-Excursion Limit: An airborne concentration of asbestos not in excess of 1.0 f/cc of air as averaged over a sampling period of 30 minutes as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.

Regulated Area: An OSHA term defined in 29 CFR 1926, Section .1101 meaning an area established by the Contractor to demarcate areas where Class I, II, and III asbestos work is conducted; also any adjoining area where debris and waste from such asbestos work accumulate; and an area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limit.

Removal: All operations where asbestos is taken out or stripped from structures or substrates, and include demolition operations.

Repair: Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of asbestos attached to structures or substrates. If the amount of asbestos so “disturbed” cannot be contained in one standard glovebag or waste bag, Class I precautions are required.

Spills/Emergency Cleanups: Cleanup of sizable amounts of asbestos waste and debris which has occurred, for example, when water damage occurs in a building and sizable amounts of asbestos are dislodged. A Competent Person evaluates the site and asbestos to be handled, and based on the type, condition and extent of the dislodged material, classifies the cleanup as Class I, II, or III. Only if the material was intact and the cleanup involves mere contact of asbestos, rather than disturbance, could there be a Class IV classification.

Surfacing asbestos: Asbestos-containing material which contains more than 1% asbestos and is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

Thermal system insulation (TSI) asbestos: Asbestos that contains more than 1% asbestos and is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation.

Transite: A generic name for asbestos cement wallboard and pipe.

Worker: Individual (not designated as the Competent Person or a supervisor) who performs asbestos work and has completed asbestos worker training required by 29 CFR 1926, Section .1101, to include EPA Model Accreditation Plan (MAP) “Worker.”
training; accreditation required by 40 CFR 763, Subpart E, Appendix C, if required by the OSHA Class of work to be performed or by the state where the work is to be performed. Workers shall also be certified under CDPHE Regulation 8.

1.4 ENVIRONMENTAL PROTECTION

A. INSURANCE: EnvContractor shall procure and maintain in full force and effect at all times during the performance of the Work under this Agreement for not less than the following limits of liability, or required by law, whichever coverage is greater:

1. Workers' Compensation:
   (a) State of Colorado............................................................. Statutory
   (b) Applicable Federal ......................................................... Statutory
   (c) Employer's Liability ...................................................... $100,000 each accident
       $500,000 disease, policy limit
       $100,000 disease, each employee

2. Commercial General Liability (including Premise - Operations; Owner's & Contractor's Protective Liability; Contractual; Personal & Advertising Injury; Products & Completed Operations; Broad Form Property Damage);
   (a) Bodily Injury & Property Damage: Combined Single Limits
       General Aggregate ........................................................... $2,000,000
       Products/Completed Operations Aggregate ................. $2,000,000
       Personal & Advertising Injury ....................................... $1,000,000
       Each Occurrence .......................................................... $1,000,000
       Fire Damage (any one fire) ............................................ $100,000
       Medical Expense (any one person) ................................. $10,000
   (b) Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
   (c) Property Damage Liability Insurance shall include coverage for the following hazards:

   X (Explosion)
   X (Collapse)
   X (Underground)

3. Umbrella Excess Liability............................................. Not required
4. Automobile Liability ................................................................. $1,000,000
   Bodily Injury & Property Damage
   Owned, Non-Owned, Hired

5. Asbestos General Liability .................................................... $2,000,000
   (covered in GL Pollution per occurrence)

A certificate evidencing such insurance shall be submitted to the Owner prior to
the commencement of the work. The Certificate shall name the Owner (The
University of Colorado, a body corporate, acting by and through the University of
Colorado at Boulder) and CTL Thompson ("Engineer" and "AMS") as Additional
Insured with respect to this project. The Certificate shall contain a provision that
coverage afforded under the policies will not be cancelled, non-renewed, or
modified until at least thirty (30) days prior written notice has been given to the
Owner. The EnvContractor shall maintain continuous insurance coverage during
the project.

Asbestos Contractor's Liability Insurance: The EnvContractor shall add the
Owner, Engineer, AMS, and Subcontractors to all insurance policies as an
additional-named insured. A minimum limit of project-specific liability per
occurrence of $2,000,000.

All comprehensive and general asbestos liability insurance shall be written on a
project-specific, true “occurrence” basis.

B. INDEMNIFICATION

1. The EnvContractor further specifically obligates himself to the Owner in
   the following respects, to-wit:

   (a) to indemnify the Owner, Engineer, and AMS against and save
       them harmless from any and all claims, suits, liability, expense or
       damage for any alleged or actual infringement or violation or any
       patent or patent right arising in connection with this Agreement
       and anything done thereunder,

   (b) to indemnify the Owner, Engineer, and AMS against and save
       them harmless from any and all claims, suits, or liability for injuries
       to property, injuries to persons, including death, and from any
       other claims, suits or liability on account of any act or omission of
       the EnvContractor, or any of his officers, agents, employees or
       servants,

   (c) to pay for all materials furnished and work and labor performed
       under this Agreement, and to satisfy the Engineer thereupon
       whenever demand is made, and to indemnify the Owner, Engineer
       and AMS against and save them and the premises harmless from
       any and all claims, suits or liens therefore by others than the
       EnvContractor,
(d) to obtain and pay for all permits, licenses and official inspections made necessary by his work, and to comply with all laws, ordinances and regulations bearing on his work and the conduct thereof and,

(e) the EnvContractor warrants and guarantees the Work and materials covered by this Agreement and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to the Engineer’s release from responsibility to the Owner.

2. Further, the EnvContractor shall indemnify the Owner, Engineer, and AMS against, and save them harmless from any and all loss, damage, costs, expenses and attorneys’ fees suffered or incurred on account of any breach of the aforesaid obligations and covenants and any other provision or covenant of this Agreement.

1.5 SUBMITTALS AND PERMITS

A. SUBMITTALS: The Owner shall receive a copy of the following:

1. Plan of Action: See Section 1.8, B.

2. Asbestos design: Descriptions, detail project drawings, and site layout to include worksite containment area techniques, local exhaust ventilation system locations, decontamination and load-out units, other temporary waste storage facility, access tunnels, location of temporary utilities (electrical, water, sewer) and boundaries of each regulated area.


4. Licenses, Permits, Notification.

5. Schedule and critical path.

6. EnvContractor Qualifications (see Section 1.8 and 1.9).

7. Colorado certification (GAC, Supervisor, Workers), Permits, Exemptions.

8. Training Program: A copy of the written project site-specific training material as indicated in 29 CFR 1926, Section .1101 that will be used to train onsite employees.

9. Respiratory Protection Program.

10. Medical Requirements: Physician’s written opinion.

11. MSDS: Data sheet and certificates stating that encapsulants meet the applicable specified performance requirements. MSDSs for all chemicals to be used on site. The MSDS shall be onsite.
12. Exposure Assessment and Air Monitoring: Initial exposure assessments, negative exposure assessments, air-monitoring results and documentation.


15. Catalog: At the Owner’s request, manufacturer’s catalog data shall be submitted for all materials and equipment to be used in the work, including brand name, model, capacity, performance characteristics and any other pertinent information. Test results and certificates from the manufacturer of encapsulants substantiating compliance with performance requirements of this specification. Data shall include, but shall not be limited to, the following items:

   (a) High Efficiency Filtered Air (HEPA) local exhaust equipment
   (b) Pressure differential monitor for HEPA local exhaust equipment
   (c) Respirators
   (d) Personal protective clothing and equipment: coveralls, underclothing, other work clothing, foot coverings, hard hats, eye protection, other items required and approved by Contractors Designated IH and Competent Person
   (e) Glovebag
   (f) Duct Tape
   (g) Disposal Containers
   (h) Sheet Plastic: Polyethylene Sheet – General, Polyethylene Sheet – Flame Resistant, Polyethylene Sheet – Reinforced
   (i) Wetting Agent: Amended Water, Removal encapsulant
   (j) Prefabricated Decontamination Unit

16. List of violations and/or penalties from EPA, CDPHE, DOT, or OSHA incurred through non-compliance with asbestos project specifications, including liquidated damages, overruns in scheduled time limitations and resolutions; and situations in which an asbestos-related contract has been terminated (including projects, dates, and reasons for terminations) for the last three years. If there are none, a negative declaration signed by an officer of the company shall be provided.

17. A list and description of any variances.
B. PERMITS: Regulatory Notification: Submit “Notice of Intent” in writing at least ten working days prior to any Work disturbing asbestos, with a copy submitted to the Owner:

Air Quality Control Division  
Colorado Department of Public Health and Environment  
4300 Cherry Creek Drive South  
Asbestos Unit (APCD-SS-B1)  
Denver, Colorado 80246-1530

1.6 SITE CONDITIONS

A. UTILITIES: Where the EnvContractor’s operations could cause damage or inconvenience to telephone, television, power, gas, water, sewer, or existing systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the EnvContractor.

B. POTENTIAL ASBESTOS HAZARD: The disturbance or dislocation of asbestos may cause asbestos fibers to be released into the building’s atmosphere, thereby creating a potential health hazard to workmen and building occupants. Notify Owner immediately in case of any potential exposure of occupants to airborne exposure levels in excess of 0.01 fibers per cubic centimeter by PCM analysis. Apprise all workers, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

C. ASBESTOS-CONTAINING MATERIALS: The following asbestos is known to be present at the Work site. If any other materials are found that are suspected of containing asbestos, immediately notify Owner.

- Floor tiles/mastic
- Drywall Textures
- Drywall Joint Compound
- Sheet Vinyl
- Sink undercoating
- Pipe wrap

1.7 SCHEDULING

A. The abatement work shall be performed in a continuous manner. Remobilization will not be required. Scheduling and sequencing must be coordinated with the Owner’s Project Manager and General Contractor. The remainder of the facility shall be kept operational during the abatement work. Access must be maintained to all other areas where abatement is not occurring. The EnvContractor shall submit an abatement schedule for each of the Work Areas and the proposed methods of abatement (component removal, glove bags, mini-containment, full containment, etc).
1.8 PROJECT COORDINATION

A. ADMINISTRATIVE AND SUPERVISORY PERSONNEL: General Superintendent: provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement projects, including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by OSHA in the latest edition of 29 CFR 1926 for the EnvContractor and is the EnvContractor’s representative responsible for compliance with all applicable federal, state, and local regulations, particularly those relating to asbestos. This person must have completed the 40-hour Contractor Supervisor course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two (2) years on-the-job training, and meet any additional requirements set forth in 29 CFR 1926 for a Competent Person. The General Superintendent is to be accredited as an asbestos abatement supervisor in accordance with the AHERA regulations 40 CFR 763, Subpart E, Appendix C and as required by the Colorado Department of Public Health and Environment (CDPHE), Regulation No. 8, Emission Standard for Asbestos. EnvContractor shall provide proof of meeting these requirements.

A. PLAN OF ACTION: EnvContractor shall submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The Plan of Action shall include:

1. Location and details of primary barriers, temporary supports, and scaffolding.

2. Location, layout, and details or change rooms, showers, decontamination, and waste loading area.

3. Schedule and details for turning off, modifying, and sealing existing ventilation systems.

4. Location, description, and details of local negative air/exhaust ventilation systems to be used.

5. Location and connection details for all temporary utilities.

6. Location for storage of materials and equipment at the site.

7. Locations, description, and installation details of pressure differential monitoring device.

8. Locations and description of equipment of air monitoring stations.

9. Interface of trades involved in the construction and sequencing of asbestos related work.

10. A description of the material to be removed and approximate quantities.
11. A description of the method to be used to remove the asbestos-containing material.

12. A description of procedures for decontamination of HVAC systems.

13. The wetting agent to be used.

14. The post removal encapsulant/sealant to be used after removal.

15. A description of work practices to be observed by employees.

16. Decontamination procedures to be used for personnel and personal hygiene procedures.

17. A description of personal protective equipment and clothing to be worn by employees.

18. Final decontamination and cleanup procedures.

19. Waste disposal plan including a description of the method to be used to transport waste material and location of a disposal site.

20. Emergency procedure plans.

21. A list of proposed variances.

22. An asbestos design that complies with CDPHE Regulation 8 requirements.

The Engineer shall review and authorize the Plan of Action prior to commencement of Work.

C. DISCOVERY OF UNEXPECTED ASBESTOS: Suspect asbestos-containing material, which was previously inaccessible, that is discovered during demolition must be sampled and analyzed for its asbestos content. For any previously untested building components suspected to contain asbestos and located in areas impacted by the work, the EnvContractor shall notify the Owner who will perform testing, as necessary.

1.9 ENVCONTRACTOR QUALIFICATIONS

A. WRITTEN QUALIFICATIONS AND ORGANIZATION REPORT: The EnvContractor shall furnish a written qualifications and organization report providing evidence of qualifications of the EnvContractor, EnvContractor’s Project Supervisor, Designated Competent Person, supervisors, and workers; independent testing laboratory (including name of firm, principal, and analysts who will perform analyses); all subcontractors to be used including disposal transportation and disposal facility firms, subcontractor supervisors, subcontractor workers; and any others assigned to perform asbestos abatement and support activities. The report shall include an organization chart showing
the EnvContractor’s staff organization for this project by name and title, chain of command, and reporting relationship with all subcontractors.

B. SPECIFIC REQUIREMENTS: The EnvContractor shall designate, in writing, personnel meeting the following qualifications:

1. Designated Competent Person: The name, address, telephone number, and resume of the EnvContractor’s Designated Competent Person shall be provided. Evidence that the full-time Designated Competent Person is qualified in accordance with 29 CFR 1926, Sections .32 and .1101, has EPA Model Accreditation Plan (MAP) “Contractor/Supervisor” training accreditation required by 40 CFR 763, Subpart E, Appendix C, and is experienced in the administration and supervision of asbestos abatement projects, including exposure assessment and monitoring, work practices, abatement methods, protective measures for personnel, setting up and inspecting asbestos abatement work areas, evaluating the integrity of containment barriers, placement and operation of local exhaust systems, asbestos generated waste containment and disposal procedures, decontamination units installation and maintenance requirements, site safety and health requirements, notification of other employees onsite, etc. The duties of the Competent Person shall include the following: controlling entry to and exit from the regulated area; supervising any employee exposure monitoring required by 29 CFR 1926, Section .1101; ensuring that all employees working within a regulated area wear the appropriate personal protective equipment (PPE), are trained in the use of appropriate methods of exposure control and use the hygiene facilities and decontamination procedures specified; and ensuring that engineering controls in use are in proper operating conditions and are functioning properly. The Designated Competent Person shall be responsible for compliance with applicable federal, state and local requirements as well as the EnvContractor’s Accident Prevention Plan and Asbestos Hazard Abatement Plan. The Designated Competent Person shall provide, and the EnvContractor shall submit, the “Contractor/Supervisor” course completion certificate and the most recent certificate for required refresher training with the employee “Certificate of Worker Acknowledgment” required by this paragraph. The EnvContractor shall submit evidence that this person has a minimum of 2 years on-the-job asbestos abatement experience relevant to OSHA competent person requirements. The Designated Competent Person shall be onsite at all times during the conduct of this project.

2. Project and Other Supervisors: The EnvContractor shall provide the name, address, telephone number, and resume of the Project Supervisor and other supervisors who have responsibility to implement the Accident Prevention Plan, including the Asbestos Hazard Abatement Plan and Activity Hazard Analyses, the authority to direct work performed under this contract and verify compliance, and have EPA Model Accreditation Plan (MAP) “Contractor/Supervisor” training accreditation required by 40 CFR 763, Subpart E, Appendix C. The Project Supervisor and other supervisors shall provide, and the EnvContractor shall submit, the “Contractor/Supervisor” course completion certificate and the most recent
certificate for required refresher training with the employee “Certificate of Worker Acknowledgment” required by this paragraph. The EnvContractor shall submit evidence that the Project Supervisor has a minimum of 2 years on-the-job asbestos abatement experience relevant to project supervisor responsibilities and the other supervisors have a minimum of one year on-the-job asbestos abatement experience commensurate with the responsibilities they will have on this project.

3. Asbestos Abatement Workers: Asbestos abatement workers shall meet the requirements contained in 29 CFR 1926, Section .1101, 40 CFR 61, Subpart M, and other applicable federal, state and local requirements. Worker training documentation shall be provided as required on the “Certificate of Workers Acknowledgment” in this paragraph.

4. Worker Training and Certification of Worker Acknowledgment: Training documentation will be required for each employee who will perform OSHA Class I, Class II, Class III, or Class IV asbestos abatement operations. Such documentation shall be submitted on an EnvContractor generated form titled “Certificate of Workers Acknowledgment”, to be completed for each employee. Training course completion certificates (initial and most recent update refresher) required by the information checked on the form shall be attached.

5. Physician: The EnvContractor shall provide the name, medical qualifications, address, telephone number and resume of the physician who will or has performed the medical examinations and evaluations of the persons who will conduct the asbestos abatement work tasks. The physician shall be currently licensed by the state where the workers will be or have been examined, have expertise in pneumoconiosis and shall be responsible for the determination of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1926, Section .1101 and paragraph MEDICAL REQUIREMENTS. The physician shall be familiar with the site’s hazards and the scope of this project.

6. First Aid and CPR Trained Persons: The names of at least 2 persons who are currently trained in first aid and CPR by the American Red Cross or other approved agency shall be designated and shall be onsite at all times during site operations. They shall be trained in universal precautions and the use of PPE as described in the Blood borne Pathogens Standard of 29 CFR 1910, Section .1030 and shall be included in the EnvContractor's Blood borne Pathogen Program. These persons may perform other duties but shall be immediately available to render first aid when needed. A copy of each designated person's current valid First Aid and CPR certificate shall be provided.

7. Independent Testing Laboratory: If required by the Owner, the EnvContractor shall provide the name, address, and telephone number of the independent testing laboratory selected to perform sample analyses. The testing laboratory shall be completely independent from the EnvContractor as recognized by federal, state, or local regulations.
Written verification of the following criteria, signed by the testing laboratory principal and the EnvContractor, shall be submitted:

(a) Phase contrast microscopy (PCM): The laboratory is fully equipped and proficient in conducting PCM of airborne samples using the methods specified by 29 CFR 1926, Section .1101, OSHA method ID-160, the most current version of NIOSH Pub No. 84-100 Method 7400, and NIOSH Pub No. 84-100 Method 7402, transmission electron microscopy (TEM); the laboratory is currently judged proficient (classified as acceptable) in counting airborne asbestos samples by PCM by successful participation in each of the last 4 rounds in a Proficiency Analytical Testing (PAT) Program; the names of the selected microscopists who will analyze airborne samples by PCM with verified documentation of their proficiency to conduct PCM analyses by being judged proficient in counting samples as current participating analysts in the PAT Program, and having successfully completed the Asbestos Sampling and Analysis course (NIOSH 582 or equivalent) with a copy of course completion certificate provided; when the PCM analysis is to be conducted onsite, documentation shall be provided certifying that the onsite analyst meets the same requirements.

(b) Polarized light microscopy (PLM): The laboratory is fully equipped and proficient in conducting PLM analyses of suspect asbestos bulk samples in accordance with 40 CFR 763, Subpart E, Appendix E; the laboratory is currently accredited by NIST under the NVLAP for bulk asbestos analysis and will use analysts (names shall be provided) with demonstrated proficiency to conduct PLM to include its application to the identification and quantification of asbestos content.

(c) Transmission electron microscopy (TEM): The laboratory is fully equipped and proficient in conducting TEM analysis of airborne samples using the mandatory method specified by 40 CFR 763, Subpart E, Appendix E; the laboratory is currently accredited by NIST under the NVLAP for airborne sample analysis of asbestos by TEM; the laboratory will use analysts (names shall be provided) that are currently evaluated as competent with demonstrated proficiency under the NIST NVLAP for airborne sample analysis of asbestos by TEM.

(d) PCM/TEM: The laboratory is fully equipped and each analyst (name shall be provided) possesses demonstrated proficiency in conducting PCM and TEM analysis of airborne samples using NIOSH Pub No. 84-100 Method 7400 PCM and NIOSH Pub No. 84-100 Method 7402 (TEM confirmation of asbestos content of PCM results) from the same filter.

8. Disposal Facility, Transporter: The EnvContractor shall provide written evidence that the landfill to be used is approved for asbestos disposal by
the USEPA and state and local regulatory agencies. Copies of signed agreements between the EnvContractor (including subcontractors and transporters) and the asbestos waste disposal facility to accept and dispose of all asbestos containing waste generated during the performance of this contract shall be provided. Qualifications shall be provided for each subcontractor or transporter to be used, indicating previous experience in transport and disposal of asbestos waste to include all required state and local waste hauler requirements for asbestos. The EnvContractor and transporters shall meet the DOT requirements of 49 CFR 171, 49 CFR 172, and 49 CFR 173 as well as registration requirements of 49 CFR 107 and other applicable state or local requirements. The disposal facility shall meet the requirements of 40 CFR 61, Sections .154 or .155, as required in 40 CFR 61, Section .150(b), and other applicable state or local requirements.

C. FEDERAL, STATE, OR LOCAL CITATIONS ON PREVIOUS PROJECTS: The EnvContractor and all subcontractors shall submit a statement, signed by an officer of the company, containing a record of any citations issued by federal, state or local regulatory agencies relating to asbestos activities (including projects, dates, and resolutions); a list of penalties incurred through non-compliance with asbestos project specifications, including liquidated damages, overruns in scheduled time limitations and resolutions; and situations in which an asbestos-related contract has been terminated (including projects, dates, and reasons for terminations) for the last three years. If there are none, a negative declaration signed by an officer of the company shall be provided.

1.10 HEALTH AND SAFETY

A. GENERAL TRAINING REQUIREMENTS: The EnvContractor shall establish a training program as specified by EPA Model Accreditation Plan (MAP), training requirements at 40 CFR 763, Subpart E, Appendix C, the State of Colorado Regulation 8 Air Quality Control Division, OSHA requirements at 29 CFR 1926, Section .1101(k)(9), and this specification. EnvContractor employees shall complete the required training for the type of work they are to perform and such training shall be documented and provided to the Owner as specified in paragraph QUALIFICATIONS.

B. PROJECT SPECIFIC TRAINING: Prior to commencement of work, each worker shall be instructed in the following project specific training:

1. The hazards and health effects of the specific types of asbestos to be abated;

2. The content and requirements of the EnvContractor’s Accident Prevention Plan to include the Asbestos Hazard Abatement Plan and Activity Hazard Analyses and site-specific safety and health precautions;

3. Hazard Communication Program;

4. Hands-on training for each asbestos abatement technique to be employed;
5. Heat and/or cold stress monitoring specific to this project;
6. Air monitoring program and procedures;
7. Medical surveillance to include medical and exposure record-keeping procedures;
8. The association of cigarette smoke and asbestos-related disease;
9. Security procedures;
10. Specific work practice controls and engineering controls required for each Class of work in accordance with 29 CFR 1926, Section 1101.

C. HAZARD COMMUNICATION PROGRAM: A hazard communication program shall be established and implemented in accordance with 29 CFR 1926, Section .59. Material Safety Data Sheets (MSDSs) shall be provided for all hazardous materials brought onto the worksite. One copy shall be provided to the Owner and one copy shall be included in the EnvContractor's Hazard Communication Program.

D. EATING AREAS: The EnvContractor shall provide eating areas in which the airborne concentrations of asbestos are below 0.01 f/cc.

E. SMOKING: Smoking is not permitted on site.

1.11 VARIANCES

A. Any variances to these specifications and any environmental regulations shall first be approved by the Owner and Engineer prior to submittal to the regulatory agency. If approved by the Owner, a variance request shall be submitted and approved by the appropriate regulating agency(s) prior to implementation.

PART 2 – PRODUCTS

2.1 GENERAL

A. DELIVERY: Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.

B. STORAGE: Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. PROTECTION: Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated with asbestos shall be disposed of in accordance with applicable regulations.
2.2 ENCAPSULANTS

A. ALL ENCAPSULANTS: Encapsulants shall conform to USEPA requirements, shall contain no toxic or hazardous substances and no solvent and shall meet the following requirements:

1. Flame Spread - 25, ASTM E 84.
3. Accelerated Aging Test Permeability, Min. 23 ng per ASTM E 96 Pa-sec-square m.

B. ADDITIONAL REQUIREMENTS FOR BRIDGING ENCAPSULANT

1. Cohesion/Adhesion Test, ASTM E 736 730 N/m. Fire Resistance, Negligible ASTM E 119 affect on fire resistance rating over three hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing). Impact Resistance, Min. ASTM D 2794, 43 inch-lb (Gardner Impact Test). Flexibility: rupture or ASTM D 522 cracking (Mandrel Bend Test).

B. ADDITIONAL REQUIREMENTS FOR PENETRATING ENCAPSULANT

1. Cohesion/Adhesion Test, ASTM E 736 730 N/m. Fire Resistance, Negligible ASTM E 119 affect on fire resistance rating over three hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing). Impact Resistance, Min. ASTM D 2794, 43-inch-lb (Gardner Impact Test). Flexibility, no rupture or ASTM D 522 cracking (Mandrel Bend Test).

2 ADDITIONAL REQUIREMENTS FOR LOCKDOWN ENCAPSULANT: Fire Resistance, Negligible ASTM E 119 affect on fire resistance rating over 3 hour test (Tested with fireproofing over encapsulant applied directly to steel member) Bond Strength, 1.5 kN/m ASTM E 736 (Tests compatibility with cementitious and fibrous fireproofing).

2.3 TOOLS AND EQUIPMENT

A. GLOVEBAG: Glovebags shall be provided as described in 29 CFR 1926, Section .1101. The glovebag assembly shall be 0.15 mm 6-mil thick plastic, prefabricated and seamless at the bottom with preprinted OSHA warning label.

B. DUCT TAPE: Industrial grade duct tape of appropriate widths suitable for bonding sheet plastic and disposal container shall be provided.

C. DISPOSAL BAGS: Leak-tight bags, 0.15 mm 6-mil thick, shall be provided for placement of asbestos generated waste.
D. SHEET PLASTIC: Sheet plastic shall be polyethylene of 4 mil or 6 mil minimum thickness depending on location and shall be provided in the largest sheet size necessary to minimize seams, as indicated on the project drawings.

E. REINFORCED PLASTIC: Reinforced plastic sheets shall be provided where high skin strength is required, such as where it constitutes the only barrier between the regulated area and the outdoor environment. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between two layers of polyethylene film with a minimum thickness of 10 mil.

F. FIRE-RATED PLASTIC: Fire-rated plastic shall be polyethylene of 4 mil or 6-mil minimum thickness. The plastic shall be flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films.

G. AMENDED WATER: Amended water shall meet the requirements of ASTM D 1331.

H. MASTIC REMOVING SOLVENT: Mastic removing solvent shall be nonflammable, low odor, and shall not contain methylene chloride, glycol ether, or halogenated hydrocarbons. Solvents used on site shall have a flash point greater than 60 degrees C to 140 degrees Fahrenheit.

I. LEAK-TIGHT WRAPPING: Two layers of 6 mil minimum thick polyethylene sheet stock shall be used for the containment of removed asbestos-containing components or materials such as reactor vessels, large tanks, boilers, insulated pipe segments and other materials too large to be placed in disposal bags. Upon placement of the asbestos component or material, each layer shall be individually leak-tight sealed with duct tape.

J. WETTING AGENTS: Removal encapsulant (a penetrating encapsulant) shall be provided when conducting removal abatement activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant shall be capable of wetting the asbestos and retarding fiber release during disturbance of the asbestos greater than or equal to that provided by amended water. Performance requirements for penetrating encapsulants are specified in paragraph ENCAPSULANTS.

K. MISCELLANEOUS ITEMS: A sufficient quantity of other items shall be provided, such as but not limited to: scrapers, brushes, brooms, staple guns, tarpaulins, shovels, rubber squeegees, dust pans, other tools, scaffolding, staging, enclosed chutes, wooden ladders, lumber necessary for the construction of containments, UL approved temporary electrical equipment, material and cords, ground fault circuit interrupters, water hoses of sufficient length, fire extinguishers, first aid kits, portable toilets, logbooks, log forms, markers with indelible ink, spray paint in bright color to mark areas, project boundary fencing, etc.

L. SCAFFOLDING: Scaffolding shall meet all applicable safety regulations.
M. AIR PURIFYING EQUIPMENT: Air purifying equipment shall consist of high efficiency particulate air (HEPA) filtration systems. The equipment shall be capable of at least 1800 CFM under load and shall have at least two stages of pre-filtration ahead of the HEPA final filter. It shall be equipped with an elapsed time indicator (hour meter), static pressure gauge with low flow alarm, and be overloaded protected.

N. MANOMETER: A manometer shall be capable of measuring the differential air pressure between the work area and clean area with a minimum detection of – 0.01 inches of water and shall have a recording device.

PART 3 – EXECUTION

3.1 DIFFERENTIAL AIR PRESSURE SYSTEM

A. EnvContractor shall submit layout of HEPA air filtration system to the Owner and Engineer for review. Include in the submittal at a minimum:

1. The number of negative air machines required and the calculations necessary to produce a negative air flow.

2. Description on how to maintain negative airflow through containment.

3. The location of the machines in the workspace.

B. Isolate the Work Area from all adjacent areas or systems of the building with a negative air pressure system that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area. Turn off and isolate all existing HVAC systems.

C. Provide a fully operational differential air pressure system within the Work Area maintaining continuously a pressure differential across the Work Area enclosure of 0.02 inches of water at all times. If differential air pressure drops below 0.02 inches of water, all abatement work shall stop until problem is corrected and the Owner shall be immediately notified.

D. Continuously monitor and record the pressure differential with a calibrated monitoring device incorporating a strip chart recorder. All strip charts shall be submitted to the Owner at the end of each week.

E. Determining the Ventilation Requirements: Provide fully operational differential air pressure systems supplying a minimum of one air change every 15 minutes.

3.2 TEMPORARY ENCLOSURES

A. SETUP: Floors, walls, and equipment shall be pre-cleaned with amended water or HEPA-vacuumed prior to installing any poly if visible dust or debris is present.

Remove all uncontaminated equipment and/or supplies from the Work Area before commencing Work or completely cover with one layer of polyethylene
sheeting at least 6 mil in thickness securely taped in place with duct tape. Such equipment shall be considered outside the Work Area unless covering plastic or seal is breached.

Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

Provide emergency exits and emergency lighting. Permit access to the Work Area only through the Decontamination Unit. All other means of access shall be posted, closed off, and sealed.

Completely separate the Work Area from other portions of the building and the outside by sheet plastic barriers (critical barriers) at least 6 mil in thickness or by sealing cracks leading out of Work Area with duct tape.

B. CRITICAL BARRIERS: Critical barriers are required during removal of all friable and non-friable materials. Individually seal all ventilation openings (supply and exhaust), lights, clocks, doorways, windows, convectors and speakers and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness taped securely in place with duct tape or spray cement. Maintain seal until all Work, including Project Decontamination, is completed.

C. PRIMARY AND SECONDARY BARRIERS: Primary and secondary barriers are required during removal of all friable materials. Cover floor of Work Area with one individual layer of clear polyethylene sheeting at least 6 mil in thickness and turned up at walls at least 12 inches. Cover all walls in Work Area, including “Critical Barrier” sheet plastic barriers, with one layer of polyethylene sheeting at least 4 mil in thickness, mechanically supported and sealed with duct tape or spray glue in the same manner as “Critical Barrier” sheet plastic barriers. Tape all joints, including the joining with the floor covering, with duct tape.

D. VIEW PORT: A clear view port with a minimum size of 12-inch by 12-inch shall be installed to allow a view of the interior of the entire Work Area. If the entire Work Area cannot be viewed from a single port, multiple view ports shall be installed.

E. WARNING SIGNS: Warning signs and tape printed in English shall be provided at the regulated boundaries and entrances to regulated areas. The EnvContractor shall ensure that all personnel working in areas contiguous to regulated areas comprehend the warning signs. Signs shall be located to allow personnel to read the signs and take the necessary protective steps required before entering the area. Warning signs displaying the following legend shall be provided:
DANGER
ASBESTOS CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY

"Respirators and Protective Clothing Are Required In this Area" will be added to the warning sign when protective equipment is required.

3.3 WORKER PROTECTION

A. WORKER TRAINING

1. All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E and the CDPHE Regulation 8. The EnvContractor shall obtain a General Asbestos Certification from CDPHE. All workers are to be trained, certified, and accredited as required by state or local code or regulation.

2. Train, in accordance with 29 CFR 1926 and 29 CFR 1910.1001, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour TWA.

3. Submit copies of certificates for the EnvContractor and each worker as evidence that each asbestos Abatement Worker is accredited.

B. PROTECTIVE CLOTHING

1. Provide respirators, disposable full-body coveralls, and disposable head covers and require that they be worn by all workers in the Work Area. Provide a sufficient number of all required changes for all workers in the Work Area.

2. Footwear, as required by OSHA and EM 385-1-1, that is appropriate for safety and health hazards in the area shall be worn. Rubber boots shall be used in moist or wet areas. Reusable footwear removed from the regulated area shall be thoroughly decontaminated or disposed of as asbestos waste.

Disposible protective foot covering shall be disposed of as asbestos waste. If rubber boots are not used, disposable foot covering shall be provided.

3. Eye protection provided shall be in accordance with ANSI Z87.1.

3.4 RESPIRATORY PROTECTION

A. RESPIRATORY PROTECTION PROGRAM: Submit level of respiratory protection intended for each operation required by the project.
B. RESPIRATOR BODIES: Provide half-face or full-face type respirators. Equip full-face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

C. FILTER CARTRIDGES: Provide, at a minimum, HEPA-type filters labeled with NIOSH and MSHA certification for “Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-containing Dusts and Mists” and color coded in accordance with ANSI Z228.2 (1980). Do not use single use, disposable, or quarter-face respirators.

D. WHEN REQUIRED: Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos, whether intentional or accidental. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation that could cause airborne fibers until the area has been cleared for re-occupancy. Respirators shall be used in the following circumstances as defined by OSHA:

1. During all Class I asbestos jobs.
2. During all Class II work where the asbestos is not removed in a substantially intact state.
3. During all Class II and III work that is not performed using wet methods.
4. During all Class II and III asbestos jobs where the EnvContractor does not produce a negative exposure assessment.
5. During all Class III jobs where TSI or surfacing asbestos is being disturbed.
6. During all Class IV work performed within regulated areas where employees performing other work are required to wear respirators.
7. During all work where employees are exposed above the PEL-TWA or PEL-Excursion Limit.
8. In emergencies.

E. EXPOSURE LIMITS: Eight-hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed 0.1-fibers/cubic centimeter. Excursion levels of asbestos fibers to which any worker may be exposed shall not exceed 1.0 fibers/cubic centimeter. In areas where solvents will be used to remove mastic, organic cartridges shall be used in conjunction with HEPA filters.

F. MEDICAL: Medical requirements shall conform to 29 CFR 1926, Section 1101.

G. RESPIRATORY FIT TESTING: A qualitative or quantitative fit test conforming to 29 CFR 1926, Section 1101, Appendix C shall be conducted by the EnvContractor's Designated IH for each EnvContractor worker required to wear a
respirator, and for the Owner and authorized visitors who enter a regulated area where respirators are required to be worn. A respirator fit test shall be performed for each worker wearing a negative-pressure respirator prior to initially wearing a respirator on this project and every 6 months thereafter. Functional fit checks shall be performed by employees each time a respirator is put on and in accordance with the manufacturer's recommendation.

### 3.5 DECONTAMINATION UNITS

**A. PERSONNEL DECONTAMINATION UNIT:** Provide separate personnel decontamination and load out facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the load out unit.

Provide a three-stage Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces consisting of a changing room, shower room, and equipment room. All flaps/doors shall be self-closing. Require all persons, without exception, to pass through this decontamination unit for entry into and exiting from the Work Area for any purpose.

Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes or naked from the showers.

Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the changing room or for showering by workers headed out of the Work Area after undressing in the equipment room. Require work equipment, footwear, and additional contaminated work clothing to be left in equipment room.

Pump wastewater to drain or to storage for use in amended water. If pumped to drain, provide 20-micron and 5-micron wastewater filters in line to drain or wastewater storage. Change filters daily or more often if necessary.

**B. LOAD-OUT UNIT:** A two-stage temporary load-out unit that is adjacent and connected to the work area shall be provided. Utilization of prefabricated units shall have prior approval of the Owner. The load-out unit shall be attached in a leak-tight manner to each regulated area. Surfaces of the load-out unit and access tunnel shall be adequately wet-wiped two (2) times after each shift change. Materials used for wet wiping shall be disposed of as asbestos contaminated waste.

**C. REMOTE SHOWER:** A remote shower may be used for glovebags with secondary containment or unit component removal areas with secondary containment provided workers double suit and drop the outer suit in the secondary containment or mini-containment when exiting containment and proceed immediately to the shower for decontamination.
3.6 WORK AREA DECONTAMINATION

A. PRIOR WORK: During completion of the asbestos abatement work, the secondary barrier of polyethylene sheeting (if required) will have been removed and disposed of, along with any gross debris generated by the asbestos abatement work.

B. START OF CLEANING: Work of this section begins with the cleaning of the primary barrier. At start of Work, the following will be in place:

1. Primary Barrier: One layer of polyethylene sheeting on floor and one layer on walls.
2. Critical Barrier that forms the sole barrier between the Work Area and other portions of the building or the outside.
3. Critical Barrier sheeting over clocks, ventilation openings, doorways, convectors, speakers, and other openings.
4. Decontamination Units: for personnel and equipment in operating condition.

C. CLEANING: Carry out a first cleaning of all surfaces of the Work Area, including items of remaining sheeting, tools, scaffolding and/or staging by use of damp cleaning and mopping and/or a HEPA filtered vacuum. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

D. VISUAL INSPECTION: EnvContractor shall perform a Complete Visual Inspection of the entire Work Area, including decontamination unit, all plastic sheeting, seals over ventilation openings, lights, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any such debris, residue, dust, or other matter is found, repeat cleaning and continue decontamination procedure from that point.

AMS shall perform a Visual Inspection of the entire Work Area prior to determine that all asbestos material has been removed and properly disposed. If any debris, residue, dust, or other material is found, EnvContractor shall perform a thorough re-cleaning of the entire area.

E. LOCKDOWN OF SUBSTRATE: After successful inspection by AMS, EnvContractor shall perform lockdown of substrate where required. Maintain negative HEPA air filtration system in operation during Work. Immediately following the lockdown, remove all primary barrier sheeting leaving only:

1. Critical Barrier: which forms the sole barrier between the Work Area and other portions of the building or the outside.
2. Critical Barrier Sheeting: over clocks, ventilation openings, doorways, convectors, speakers and other openings.

3. Decontamination Unit: for personnel in operating condition.


F. WORK AREA AIR CLEARANCE: After the Work Area is found to be visually clean and lockdown is thoroughly dry, AMS shall perform “aggressive air sampling” for work area clearance according to Section 3.7. Surfaces inside the area shall be aggressive agitated by forced air. Fans shall be placed in the work area to keep fibers airborne.

G. TEAR DOWN: After Work Area Air Clearance requirements have been met:
1. Shut down and remove the HEPA air filtration system.
2. Remove Personnel Decontamination Unit.
3. Remove the critical barriers separating the Work Area from the rest of the building.
4. Remove all equipment, materials, and debris from the work site.
5. Dispose of all asbestos-containing waste material as specified.

3.7 AIR MONITORING AND WORK AREA CLEARANCES

A. WORK AREA ISOLATION:
1. Air monitoring shall be performed to provide at least the following samples during the asbestos abatement. All samples shall be taken while work is in progress, except during final cleanup. Area air-sampling procedures shall meet EPA 560/5-85-024 using the PCM method. An independent AMS shall perform work air monitoring.

2. The AMS may collect area air samples in the following locations during active abatement:
   (a) Outside building at HEPA exhaust during removal
   (b) In clean room outside of shower unit
   (c) In adjoining areas occupied by the public

3. If any air sample taken outside of the Work Area exceeds 0.01 fibers per cubic centimeter, immediately and automatically stop all Work. Determine the cause of the elevated fiber concentrations and correct the problem. EnvContractor shall treat the affected area as an asbestos spill and respond according to the regulatory requirements for an asbestos spill.
4. If any air sample taken inside the Work Area exceeds 1.0 fiber per cubic centimeter, a confirmation asbestos air sample shall be taken immediately. If the confirmation sample exceeds the 1.0 fibers/cc, the EnvContractor shall automatically stop all Work, clean the Work Area and collect another inside air sample. If three inside air samples exceed 1.0 fiber/cc, then the respiratory protection equipment shall be upgraded to provide appropriate protection.

B. PERSONAL MONITORING: The EnvContractor shall also perform air monitoring as required to meet OSHA requirements for maintenance of Time Weighted Average (TWA) and Excursion fiber counts for types of respiratory protection provided.

C. WORK AREA CLEARANCE: Work Area Clearance will not begin until the visual inspection is complete and has been cleared by the AMS and lockdown is thoroughly dry.

1. Aggressive Sampling: Aggressive sampling will occur with only the critical barriers in place. All secondary and primary barriers shall be removed. Before sampling pumps are started, the exhaust from forced-air equipment (leaf blower with an approximately one horsepower electric motor) will be swept against all walls, ceilings, floors, ledges, and other surfaces in the room. This procedure will be continued for five minutes per 1,000 square feet of room area.

One 20-inch-diameter fan per 10,000 cubic feet of room volume will be mounted in a central location, directed toward ceiling and walls and operated at low speed for the entire period of sample collection.

2. PCM Analysis: The number and volume of PCM air samples taken will be in accordance with the schedule below. Fibers on each filter will be measured using the NIOSH Method 7400 entitled “Fibers” published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement. When PCM is used for clearance analysis, the release criteria for each of the five work area samples shall not exceed 0.01 fibers per cubic centimeter.

<table>
<thead>
<tr>
<th>Location Sampled</th>
<th>No. of Samples</th>
<th>Analysis Method</th>
<th>Analytical Sensitivity (Fibers/cc)</th>
<th>Recommended Volume (Liters)</th>
<th>Rate (LPM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Work Area</td>
<td>5</td>
<td>PCM</td>
<td>0.01</td>
<td>1,800</td>
<td>1 – 16</td>
</tr>
<tr>
<td>Work Area Blank</td>
<td>2 or 10%</td>
<td>PCM</td>
<td>0.01</td>
<td>0</td>
<td>Open for 30 seconds</td>
</tr>
<tr>
<td>Mini-containment</td>
<td>2</td>
<td>PCM</td>
<td>0.01</td>
<td>1,800</td>
<td>1 – 16</td>
</tr>
</tbody>
</table>
3. **TEM Analysis:** For TEM, a minimum of 13 samples will be taken and analyzed as follows. Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR 763 Appendix A. Decontamination of the work site is complete if all Work Area sample volumes are greater than 1,199 liters for a 25-mm sampling cassette or 2,799 liters for a 37-mm sampling cassette, and the TEM average concentration of asbestos does not exceed the filter background level of 70 structures per square millimeter of filter area.

<table>
<thead>
<tr>
<th>Location Sampled</th>
<th>No. of Samples</th>
<th>Analysis Method</th>
<th>Analytical Sensitivity (Fibers/cc)</th>
<th>Recommended Volume (Liters)</th>
<th>Rate (LPM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Work Area</td>
<td>5</td>
<td>TEM</td>
<td>0.005</td>
<td>1,800</td>
<td>1 - 10</td>
</tr>
<tr>
<td>Outside Each Work Area</td>
<td>5</td>
<td>TEM</td>
<td>0.005</td>
<td>1,800</td>
<td>1 - 10</td>
</tr>
<tr>
<td>Work Area Blank</td>
<td>1</td>
<td>TEM</td>
<td>0.005</td>
<td>0</td>
<td>Open for 30 seconds</td>
</tr>
<tr>
<td>Outside Blanks</td>
<td>1</td>
<td>TEM</td>
<td>0.005</td>
<td>0</td>
<td>Open for 30 seconds</td>
</tr>
<tr>
<td>Sealed blank</td>
<td>1</td>
<td>TEM</td>
<td>0.005</td>
<td>0</td>
<td>Not open</td>
</tr>
</tbody>
</table>

4. **Clearance Protocol:** Work areas shall be cleared with PCM clearance criteria.

D. **LABORATORY TESTING:** The AMS will perform PCM laboratory analysis of the outside work samples and clearance area air samples using NIOSH Method 7400. PCM area work samples will be reported within 24 hours. TEM Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR 763 Appendix A.

E. **DOCUMENTATION:** A complete record of all air monitoring tests and results will be furnished to the Owner. Documentation of air sampling shall include at a minimum:

1. Calculations of minimum volume to achieve necessary detection limits
2. Sampling times
3. Sampling location with drawings of area
4. Inspection of sampling equipment
5. Documentation of pre- and post-calibration of sampling equipment
6. Description of work conditions
7. Comments on unusual conditions at the work site
F. COSTS: Owner shall pay the costs for Work Area and initial air clearance sampling. Owner shall pay for air monitoring using an independent Air Monitoring Specialist (AMS) meeting the requirements of CDPHE Regulation 8. The EnvContractor shall pay the costs for performing air monitoring for personnel monitoring. The EnvContractor shall pay (labor, analysis, expenses) for any subsequent air clearance sampling that fails initial air clearance monitoring.

3.8 NON-ASBESTOS DEMOLITION

A. Certain non-asbestos building materials (i.e. ceiling tiles/grid, carpeting, drywall walls, block walls, plaster) may be required to be removed to access asbestos materials or as part of the remodeling. Non-asbestos building materials that are not contaminated with asbestos may be stored, transported and disposed as general construction debris. Non-asbestos demolition shall be performed prior to disturbing asbestos materials.

If asbestos materials are disturbed during non-asbestos demolition, immediately contain the work area and then proceed with asbestos cleanup and air monitoring as required for an asbestos spill.

3.9 ENCAPSULATION OF ASBESTOS-CONTAINING MATERIALS

A. PENETRATING ENCAPSULATION: Before penetrating encapsulation is applied, asbestos removal work in the area shall be complete and the surfaces to be encapsulated shall be free of loose or damaged material. Substrate shall be evaluated before application to ensure that the encapsulant will not cause the substrate to fail in any way.

Two coats of encapsulant shall be applied with each coat having a different color to help determine coverage.

3.10 REMOVAL OF FRIABLE ASBESTOS-CONTAINING/CONTAMINATED MATERIALS

A. SPRAY-ON AND TEXTURE ON SUBSTRATE: ASBESTOS SPRAY-ON CEILING MATERIAL AND OVERSPLAY. The asbestos spray-on or texture material and overspray is regulated by EPA, CDPHE, and OSHA. Removal must be performed using a full-containment enclosure system with a negative air system. The spray-on ceiling material is located on the ceilings and may be found in overspray on some of the adjoining walls. The asbestos spray-on or texture material is located on both concrete and drywall substrate.

Spray asbestos-containing ceiling texture, texture, and overspray with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate materials to substrate. Do not over-saturate to cause excess dripping. If located on concrete, scrape asbestos materials from substrate. Remove residue remaining on substrate after scraping by using a stiff nylon bristled hand brush. Pay particular attention to areas where acoustical ceiling spray overspray may be located and between tee joints, around walls, and electrical sockets.
If asbestos is located on removable substrate (drywall, fiberboard), remove asbestos spray-on materials and underlying substrate (fiberboard, drywall). Exposed studs may be removed as asbestos contaminated debris or cleaned and left in place.

Clean overspray on walls and equipment. Remove materials in manageable quantities and control the descent to staging or floor below. If using amended water, spray surface continuously during work process. If using removal encapsulant, follow manufacturer's written instructions.

Remove saturated asbestos materials in small sections from all areas. Do not allow material to dry. Do not use power washing for gross removal. Power washing may be used for final cleaning if wash water is adequately controlled and not allowed to pool or be released from the area. At their discretion, the AMS, Engineer and/or Owner has the authority to stop the use of power washing if not adequately controlled at no additional costs to the Owner.

Mist Work Area continuously with amended water whenever necessary to reduce airborne fiber levels.

As material is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over, and seal with minimum of three wraps of duct tape. Clean outside of bag and move to wash down area adjacent to Decontamination Unit.

After removal of asbestos materials, proceed with decontamination and final inspection and testing of the Work Area as specified elsewhere.

B. THERMAL SYSTEM INSULATION: BOILER INSULATION, GASKETS, BOARDS, FLUE, TANK INSULATION, PIPE FITTINGS: Not used

C. CONTAMINATED SOIL: Not used.

D. ASBESTOS DRYWALL JOINT COMPOUND:

**Applicable Regulation:** The asbestos drywall joint compound is an OSHA regulated asbestos material. The composite material of drywall joint compound, tape, and drywall is not regulated by CDPHE or EPA. Drywall joint compound shall be removed as an OSHA Class II asbestos material. Where practical, remove drywall joint compound prior to disturbing other asbestos material. Asbestos drywall joint compound and non-asbestos drywall can be disposed of as non-asbestos materials, if the material is removed as a composite material prior to other asbestos abatement.

**Removal Procedures:**

1. If the drywall joint compound is part of removing another type of asbestos material, the more stringent containment and controls shall apply.

2. Remove drywall joint compound as shown on Drawings and in accordance with these specifications. The drywall joint compound is a regulated material by OSHA 1926.1101. The drywall joint compound and
attached drywall (non-asbestos) shall be removed from existing stud walls and ceiling. Work shall be performed using critical barriers, a drop cloth, and negative air flow through a HEPA filter.

3. The work zone shall be secured against entry by any unauthorized or untrained persons throughout the Work. Post warning signs and erect temporary barricades.

4. Remove drywall joint compound and drywall so that it does not become friable during removal.

5. Spray drywall with a fine mist of amended water or removal encapsulant. Thoroughly wet asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal encapsulant to penetrate material thoroughly.

6. Perforate outer covering of any drywall that has been painted and/or covered in order to allow penetration of amended water or removal encapsulant or, where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

7. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

8. Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to washdown station adjacent to material decontamination unit.

9. After removal of drywall joint compound and drywall, proceed with decontamination and final inspection and testing of the Work Area as specified elsewhere in this section.

10. No replacement is required.

11. Material may be disposed as non-asbestos debris.

E. ASBESTOS CEILING TILE: Not used

F. ASBESTOS SHEET VINYL:

EnvContractor shall install a full containment enclosure with a negative air filtration system. Remove asbestos sheet vinyl. Thoroughly wet the material with fine mist of amended water or removal encapsulant. Allow adequate time for amended water or removal encapsulant to saturate material.
Remove materials in manageable quantities. Protect and clean all electrical wires, conduits, telecommunications, and other utilities. Do not allow material to dry. Mist Work Area continuously with amended water whenever necessary to reduce airborne fiber levels.

As material is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over, and seal with minimum of three wraps of duct tape. Clean outside of bag and move to wash down area adjacent to Decontamination Unit.

After removal of asbestos materials, proceed with decontamination and final inspection and testing of the Work Area as specified elsewhere.

EnvContractor shall clean all areas above the ceiling and the entire work zone. Work Zone shall be free from dust and debris.

G. GENERAL ABATEMENT PRACTICES: Do not allow asbestos materials to dry out. Mist Work Area continuously with amended water whenever necessary to reduce airborne fiber counts.

Damaged or deteriorated areas shall be repaired or replaced as necessary to the approval of the Owner. Pre-existing conditions shall be recorded and a list submitted to the Owner prior to starting Work. Areas damaged by the removal Work shall be repaired to a “like-new” condition unless identified as future demolition work (Coordinate with Owner).

H. CLEARANCE: Clean all surfaces inside the full containment. No dust or debris shall be present. Request AMS to perform a visual inspection. Apply encapsulant and allow to thoroughly dry. Request AMS to perform an aggressive clearance testing of the full containment area shall be performed.

I. PERSONAL PROTECTION: Workers shall comply with Section 3.3 Worker Protection, Section 3.4 Respiratory Protection, and Section 3.5 Decontamination Units.

3.11 GLOVEBAG TECHNIQUE

A. MATERIALS: The glovebag shall consist of a minimum of 6 mil polyethylene plastic with two sealed in water projecting gloves equipped with a pouch for storage of tools and sufficient capacity to hold removed materials and to permit sealing as required. The glovebag shall be seamless on the bottom.

B. INSTALLATION: The glovebag technique shall be used only inside a secondary containment; negative air flow is required inside the secondary containment. The secondary containment shall take the configuration of a typical isolation area with one layer of poly. The containment is not required to have a worker decontamination system. Remove overlying materials (drywall, plaster, and ceiling tile) as necessary, to access pipe fittings.
Glovebags shall only be used once and may not be moved. The bag shall be securely attached and sealed to the pipe. All of the necessary tools and equipment shall be inserted into the bag prior to being sealed. Smoke test the bag for leaks prior to use. Glovebags shall not be used on surfaces that have temperatures exceeding 66 degrees C to 150 degrees Fahrenheit. Designated boundary limits for the asbestos work shall be established with rope or other continuous barriers and all other requirements for asbestos control areas shall be maintained, including area signage and boundary warning tape.

C. ABATEMENT: Thoroughly wet asbestos material with amended water or removal encapsulant inside bag and allow to saturate. Wet material adequately to penetrate and soak material through to substrate. Remove TSI from piping. Thoroughly clean pipe. Remove air from glovebag with HEPA-filtered vacuum. With removed insulation in the bottom of the bag, twist the bag several times and tape it to keep the material in the bottom during removal of the glovebag from the pipe. Remove tape or cut bag to open the top of the glovebag and fold down into disposal bag. Collapse glovebag with HEPA vacuum, twist top of bag, seal with at least three wraps of duct tape, fold over, and seal again.

D. CLEARANCE: Clean all surfaces inside the secondary containment. No dust or debris shall be present. Request AMS to perform a visual inspection. Apply encapsulant and allow to thoroughly dry. Request AMS to perform an aggressive clearance testing of the secondary containment area shall be performed.

E. PERSONAL PROTECTION: Double suiting and a remote decontamination unit may be used for personal protection. The outside suit must be removed prior to exiting the secondary containment. Workers must wear respirator protection.

F. RELEASE: In the event of a spill or a breach of the glovebag, the entire area enclosed in the secondary containment shall immediately be put under negative air pressure. The entire area shall then be cleaned by HEPA vacuuming and wet wiping. Aggressive clearance testing shall be performed after cleaning. The Owner shall be notified immediately.

3.12 ASBESTOS CAULKING/GLAZING (EXTERIOR WINDOWS, DOORS, GRILLS) – not used

3.13 REMOVAL OF ASBESTOS FLOORING AND MASTIC

A. VINYL ASBESTOS FLOOR TILE, MASTIC, AND COVE BASE ADHESIVE: Remove vinyl asbestos floor tile (VAT), mastic, and cove base adhesive. If Work is in conjunction with other friable asbestos abatement work, perform abatement inside full containment.

If abatement is only for the floor tile, mastic, and cove base adhesive, Work may be performed in accordance with Section III.S.1. “Abatement of Special Materials” of CDPHE Regulation 8.

Work shall be performed using critical barriers and negative air flow through a HEPA filter. The zone shall be secured against entry by any unauthorized or
untrained person throughout the Work. Post warning signs and erect temporary barricades.

Remove all moveable materials (appliances, furniture, equipment, debris) from the Work Area. Remove any binding strips or other restrictive moldings from walls. Do not damage walls. VAT and mastic may be located under carpeting or other non-asbestos materials (floor tile, linoleum). Overlying non-asbestos materials may be removed as non-asbestos debris as long as the underlying asbestos materials are not attached during removal.

Remove VAT and mastic so that it does not become friable during removal. Remove floor tiles without breakage and place in disposal bags. Mist Work Area continuously with amended water whenever necessary to reduce airborne fiber counts. If the underlying substrate is not impervious, control excess water so that leakage does not occur to underlying materials and floors.

Removal of VAT/mastic may be performed with wet methods and hand scrapers. Heating and/or the application of dry ice may be used also. Power tools, grinders or other machines that may produce dust during removal of VAT/mastic are not allowed. Vinyl asbestos floor tile and mastic shall be removed down to existing floor without damaging the floor. Never sand or dry scrape mastic. Use amended water. Remove saturated material in small sections. Use stiff bladed scraper to remove excess felt. HEPA vacuum each area as it is abated.

The underlying floor shall be sufficiently smooth to accept new floor covering without further preparatory work.

Solvents may be used to remove mastic but odors shall not cause adverse affects to tenants. The EnvContractor shall utilize the solvent in accordance with all manufacturer guidelines and OSHA regulations. Engineer must review solvent materials prior to use. Floors shall be washed with soap and water after use of solvents. If solvents cause adverse impact to occupants or workers, then the type of solvent shall be changed or discontinued. EnvContractor shall wash floor after use of solvents to remove any remaining residual solvent.

Clean the entire floor using a wet/dry vacuum cleaner equipped with a HEPA filtration system. Do not sweep. After removal of VAT and mastic and cove base adhesive, proceed with decontamination and final inspection and testing of the Work Area as specified elsewhere in this section.

**B. GENERAL ABATEMENT PRACTICES:** Do not allow asbestos materials to dry out. Mist Work Area continuously with amended water whenever necessary to reduce airborne fiber counts.

Damaged or deteriorated areas shall be repaired or replaced as necessary to the approval of the Owner. Pre-existing conditions shall be recorded and a list submitted to the Owner prior to starting Work. Areas damaged by the removal Work shall be repaired to a “like-new” condition unless identified as future demolition work (Coordinate with Owner).
Replacement of floor materials is not required.

C. CLEARANCE: Clean all surfaces inside the secondary containment. Apply encapsulant. Aggressive clearance testing of the secondary containment area shall be performed.

D. PERSONAL PROTECTION: Double suiting and a remote decontamination unit may be used for personal protection. The outside suit must be removed prior to exiting the secondary containment. Workers must wear respirator protection.

### 3.14 FACILITY COMPONENT REMOVAL OF ASBESTOS

A. APPLICATION: Only those facility components on which asbestos is well adhered may be taken out of the facility as units or in sections. The Owner shall identify the components that can be removed as a unit. All component removal shall be performed under secondary containment with negative air flow. Component removal may include asbestos sinks with undercoating, pipe insulation, and transite sheets.

B. INSTALLATION AND ABATEMENT: The Work Area shall be isolated with critical barriers. The EnvContractor shall perform component removal by adequately wetting the component and then wrapping in the unit(s) with six (6) mil polyethylene. The wrapped portion may require the removal of small amounts of asbestos from either side of the component to be cut; this will be a Class I or III operation depending on the amount of asbestos removed. Once the asbestos on the ends of the component is removed and the component wrapped, the component is then cut.

C. CLEARANCE: Clean all surfaces inside the secondary containment. No dust or debris shall be present. Request AMS to perform a visual inspection. Apply lockdown and allow to thoroughly dry. Request AMS to perform an aggressive clearance testing of the secondary containment area shall be performed.

D. PERSONAL PROTECTION: Double suiting and a remote decontamination unit may be used for personal protection. The outside suit must be removed prior to exiting the secondary containment. Workers must wear respirator protection.

E. RELEASE: In the event of a spill or a breach of the component wrap, the entire area enclosed in the secondary containment shall immediately be put under negative air pressure. The entire area shall then be cleaned by HEPA vacuuming and wet wiping. Aggressive clearance testing shall be performed after cleaning. The Owner shall be notified immediately.

### 3.15 REMOVAL OF ASBESTOS TRANSITE – not used

### 3.16 DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

A. DISPOSAL: Disposal includes packaging of asbestos-containing waste materials and disposal by land filling.
B. CONTAINERS: Load all asbestos-containing waste material in disposal bags or leak tight drums. All materials are to be contained in one of the following:

- Two 6-mil disposal bag, or
- One 6-mil disposal bag and a fiberboard drum, or
- Sealed steel drum with no bag.

Provide 6-mil thick leak tight polyethylene bags labeled with labels text as follows:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Provide markings in accordance with U.S. Department of Transportation regulation on hazardous waste marking (49 CFR 171 through 178, Hazardous Substances):

WASTE HAZARDOUS SUBSTANCE
(ASBESTOS), 9, NA 2212, III

Each container shall be labeled with the name of the generator and location where asbestos was generated.

C. STORAGE: Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.

D. TRANSPORT: All waste is to be hauled by a waste hauler with all required licenses from all state and local authorities with jurisdiction. Do not transport disposal materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

Advise the landfill operator at least ten days in advance of transport of the quantity of material to be delivered. Retain receipts from landfill for materials disposed. At a disposal site, sealed plastic bags must be carefully unloaded from the truck. If bags are broken or damaged, immediately rebag at the disposal site. The entire truck shall be cleaned.

All hazardous wastes generated by this project shall be managed, stored, transported, and disposed of in accordance with 40 CFR 260-266.

All hazardous waste shipping manifests shall be prepared by EnvContractor and signed by Owner. At completion of hauling and disposal of each load, submit copy of waste manifest, chain-of-custody form, and landfill receipt to the Owner. All forms shall be fully completed with signatures.

END OF SECTION 02081
PART 1 – GENERAL

1.1 SUMMARY

A. The objective of the project is to remove regulated materials located at University of Colorado at Boulder, Smiley Court, Fort Collins, Colorado. Smiley court is being demolished; removal of regulated materials must be performed prior to demolition.

The work covered by this section includes the removal of regulated materials encountered during demolition associated with this project, and this section describes procedures and equipment required to protect workers and occupants in the regulated area from contact with regulated materials. The work includes complete removal and disposal of all regulated building materials including fluorescent bulbs, ballasts, transformer, mercury gauges, fire extinguishers, smoke detectors, paints, and miscellaneous cleaning supplies.

All Work identified in these specifications shall be performed by the Environmental Contractor (EnvContractor) unless the task is specifically identified to be performed by the Owner.

B. The general sequence of Work for each zone will be as follows:

1. The Owner or General Contractor will provide connections in the building for electrical power, water supply, and disposal water.

2. The Owner will remove furniture, materials, equipment, etc.

3. EnvContractor shall remove and package
   a. PCB light ballasts and fluorescent light bulbs (non-green tipped).
   b. Non-PCB light ballasts and green-tipped fluorescent light bulbs.
   c. Laboratory sink drain traps.

4. EnvContractor shall prepare the necessary paperwork and containers for transportation and disposal of PCB light ballasts, fluorescent light bulbs (non-green tipped), and laboratory sink drain traps.

5. EnvContractor shall move containers to a temporary onsite storage location as identified by the Owner.

6. The EnvContractor shall transport and dispose of PCB light ballasts, fluorescent light bulbs (non-green tipped), and drain trap wastes in compliance with applicable regulations.
7. The EnvContractor shall coordinate all work with General Contractor and Owner.

1.2 REFERENCES, CODES AND REGULATIONS

A. ENVCONTRACTOR RESPONSIBILITY: The EnvContractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to work practices; packaging; transporting; disposal; and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The EnvContractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The EnvContractor shall hold the Owner harmless for failure to comply with any applicable Work from hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

B. FEDERAL REQUIREMENTS: Federal requirements governing solid and hazardous waste work or hauling and disposal of solid and hazardous waste materials include, but are not limited to, the following:

1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, including, but not limited to:
   a. Personal Protection Equipment: Title 29 Part 1910 Subpart I;
   b. Access to Employee Exposure and Medical Records: Title 29, Part 1910, Section 1020 of the Code of Federal Regulations;
   c. Hazard Communication: Title 29, Part 1910, Section 1200 of the Code of Federal Regulations; and

2. NIOSH: National Institute for Occupational Safety and Health, including, but not limited to:

3. DOT: U.S. Department of Transportation, including, but not limited to:

4. EPA: U.S. Environmental Protection Agency, including, but not limited to:


c. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and SARA Title III, National Contingency Plan and Reportable Quantities, Title 40, Parts 300 and 302 of the Code of Federal Regulations.

C. STATE REQUIREMENTS: State requirements governing solid and hazardous waste work, or hauling and disposal of solid and hazardous waste materials include, but are not limited to, the following:


D. PERMITS: EnvContractor shall obtain permits as required by Federal, State, and local regulations.

1.3 ENVIRONMENTAL PROTECTION

A. The EnvContractor shall provide and maintain all insurance coverages called for and required as follows in addition to the insurance requirements identifies in the special supplementary General Conditions:

1. Environmental Liability Insurance

   The EnvContractor shall add the Owner, Engineer, and Subcontractors to all insurance policies as an additional named insured. Minimum limit of project-specific liability per occurrence of $2,000,000. All comprehensive and general asbestos liability insurance shall be written on a project-specific, true “occurrence” basis. EnvContractor’s general liability insurance policy shall not contain an environmental exclusion unless environmental coverage is provided under another insurance policy.

B. INDEMNIFICATION

1. The EnvContractor further specifically obligates himself to the Owner in the following respects, to-wit:

   a. to indemnify the Owner, Engineer, and subcontractors against and save them harmless from any and all claims, suits, liability, expense or damage for any alleged or actual infringement or violation or any patent or patent right arising in connection with this Agreement and anything done thereunder,
b to indemnify the Owner, Engineer, and subcontractors against and save them harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits or liability on account of any act or omission of the EnvContractor, or any of his officers, agents, employees or servants,

c to pay for all materials furnished and work and labor performed under this Agreement, and to satisfy the Owner thereupon whenever demand is made, and to indemnify the Owner, Engineer, and subcontractors against and save them and the premises harmless from any and all claims, suits or liens therefore by others than the EnvContractor,

d to obtain and pay for all permits, licenses and official inspections made necessary by his work, and to comply with all laws, ordinances and regulations bearing on his work and the conduct thereof and

e the EnvContractor warrants and guarantees the Work and materials covered by this Agreement and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to the Owner’s release from responsibility to the Owner.

2. Further, the EnvContractor shall indemnify the Owner, Engineer, and subcontractor against, and save them harmless from any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.

1.4 SUBMITTALS

A. The Owner shall receive a copy of the Plan of Action, insurance certificates, schedule, disposal locations(s), waste manifests, shipping papers, disposal receipts, OSHA and DOT training certification, permits, Health and Safety Plan, Spill Prevention Plan, and exemptions. The Plan of Action, bonds, insurance certificates, schedule, and worker training certifications must be received prior to mobilization.

1.5 SITE CONDITIONS

A. Where the EnvContractor’s operations could cause damage or inconvenience to telephone, television, power, gas, water, sewer, or existing systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the EnvContractor.

The release of regulated materials may create a potential health hazard to workmen and site occupants. Notify Owner immediately in case of any release of regulated materials. Apprise all workers, supervisory
personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

1.6 PROJECT COORDINATION

A. PLAN OF ACTION: EnvContractor shall submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the chemical handling procedures, spill protection plan, spill response procedures, Health and Safety plan, method of disposal, disposal location for each chemical, documentation that disposal sites are permitted, worker training certification, and schedule.

The plan must be approved by Owner prior to commencement of Work.

B. SCHEDULING: The abatement work shall be performed in a continuous manner. The scheduling and sequencing must be coordinated with the Owner and General Contractor. The EnvContractor shall submit an abatement schedule.

1.7 HEALTH AND SAFETY

A. HEALTH AND SAFETY PLAN: EnvContractor shall develop and implement a Health and Safety Plan (HASP). The HASP shall be submitted to the Owner. The EnvContractor shall provide written documentation that all workers have been instructed regarding the HASP. No smoking, chewing, eating, or drinking shall be allowed within the work areas.

B. SPILL PREVENTION PLAN: EnvContractor shall develop and implement a Spill Prevention Plan. The Spill Prevention Plan shall be submitted to the Owner. EnvContractor shall have adequate equipment onsite to respond to a spill that might occur while dismantling, packaging, and loading the chemicals.

C. WORKER TRAINING: All workers shall meet the training requirements for OSHA's Hazardous Waste Operations, Title 29, Part 1910, Section 120 regarding 40-hour training and medical monitoring for hazardous waste operations. Submit copies of training certificates for each worker performing the required tasks.

Workers that: (1) load, unload, or handle hazardous materials, (2) prepare hazardous materials for transportation, (3) are responsible for the safety of transporting hazardous materials, or (4) operate a vehicle used to transport hazardous materials must comply with DOT training as identified in 49 CFR Part 172.704. Submit copies of training certificates for applicable workers.

D. PERSONAL PROTECTIVE EQUIPMENT: Workers shall be provided personal protective equipment (PPE) as required in the Health and Safety Plan. PPE will be specific to the work tasks. EnvContractor shall assure that workers wear the identified PPE. At a minimum, workers shall wear protective coveralls, chemical resistant gloves, safety boots, and safety glasses. An emergency eye wash station shall be provided.
PART 2 – PRODUCTS: Not Used

PART 3 – EXECUTION

3.1 PCB LIGHT BALLASTS

A. The EnvContractor shall inspect all fluorescent light ballasts for labeling. All ballasts not labeled “Non-PCB” or “PCB free” or similar designation shall be removed and placed in drums for disposal as PCB wastes. All ballasts labeled “Non-PCB” or “PCB free” or similar designation shall be removed and salvaged for reuse by the Owner as non-PCB material. All containers shall be in good condition with no leaks, rust, or dents. All containers shall be labeled. All wastes shall be removed from the site within 90 days of generation.

EnvContractor shall be responsible for removing, packaging, transporting and disposing of PCB wastes. EnvContractor shall be responsible for removing, packaging, and transporting to an Owner’s designated storage site all non-PCB wastes. The Owner’s storage site is located within three miles of the campus.

All regulated wastes generated by this project shall be managed, stored, transported, and disposed of in accordance with 40 CFR 260-266.

3.2 FLUORESCENT LIGHT BULBS

A. The EnvContractor shall inspect all fluorescent light bulbs for “green tips.” All fluorescent light bulbs that do not contain green tips shall be removed and stored unbroken in acceptable containers for disposal as mercury wastes. All fluorescent light bulbs that do contain green tips shall be removed and salvaged for reuse as non-mercury material. All containers shall be in good condition with no leaks, rust, or dents. All containers shall be labeled. All wastes shall be removed from the site within 90 days of generation.

EnvContractor shall be responsible for removing, packaging, transporting and disposing of non-green tipped light bulbs. EnvContractor shall be responsible for removing, packaging, and transporting to an Owner’s designated storage site all green tipped light bulbs for reuse by the owner. The Owner’s storage site is located within one mile of the campus.

All regulated wastes generated by this project shall be managed, stored, transported, and disposed of in accordance with 40 CFR 260-266. Fluorescent bulbs are covered under the Universal Waste Rule and shall be labeled in accordance with universal waste requirements.

3.3 LABORATORY SINK DRAIN TRAPS

A. The EnvContractor shall remove and dispose of the laboratory drain traps and associated wastes/wastewater located in the traps. The laboratory drain traps are under sinks located in laboratory chemicals hoods and laboratory
benches/work stations. The laboratory drain traps shall be removed without spilling liquids or solids caught in the trap. The remaining end of the drain going to the sewer shall be plugged to prevent sewer gases from entering the building.

Laboratory drain traps and wastes shall be collected and stored in 55-gallon poly drums. All containers shall be in good condition with no leaks, rust, or dents. All containers shall be labeled.

The Environmental Consultant shall sample and analyze the waste for disposal characterization. EnvContractor shall allow ten working days for laboratory analysis.

EnvContractor shall transport and properly dispose of the wastes. EnvContractor shall assume that the wastes can be disposed of as a non-hazardous liquid waste. All wastes shall be removed from the site within 90 days of generation.

All regulated wastes generated by this project shall be managed, stored, transported, and disposed of in accordance with 40 CFR 260-266.

3.4 PACKAGING AND TRANSPORTATION

A. CHARACTERIZATION:

Hazardous materials are defined in 49 CFR, Subchapter C, Part 171.

Hazardous wastes are defined in 40 CFR Part 261.

Solid wastes are defined in 40 CFR Part 261.

B. PACKAGING: Regulated materials prepared for shipment must be packaged in accordance with DOT regulations including packaging, labeling, marking, shipping papers, and waste manifests. Temporary storage will be allowed onsite pending arrangement for transportation. Temporary storage shall be located inside a building.

Containers must be compatible with the chemicals stored inside. EnvContractor shall not mix non-hazardous and hazardous materials. EnvContractor shall not mix non-compatible materials.

Empty containers previously holding regulated materials must meet the regulatory definition of "empty" (40 CFR 261.7). Only when the "empty" conditions are met shall containers be disposed of as solid waste. For containers with less than 110 gallons capacity, no more than one inch of residue shall remain in the container. All liquids shall be freely drained from containers.

C. TRANSPORTATION: Regulated materials must be transported in accordance with DOT regulations including transporting, placarding, shipping papers, and waste manifests. EnvContractor shall prepare all shipping papers and waste manifests.
Transportation of hazardous waste must also comply with EPA RCRA's regulations regarding transporter identification number and hazardous waste manifests.

D. DISPOSAL: All regulated materials and containers must be disposed of in accordance with EPA's RCRA regulations 40 CFR Parts 261 - 270. Materials will be characterized as either solid waste or hazardous waste for disposal purposes. Disposal must only occur at EPA and State permitted facilities for each specific waste.

EnvContractor shall submit disposal recommendations for each chemical to the Owner for review prior to packaging and transportation. The disposal site for hazardous waste shall be reviewed and approved by the Owner. EnvContractor shall submit name, address, phone number, and permit verification for the final destination of all chemical materials.

Retain receipts from disposal sites for all materials disposed. At completion of hauling, submit copy of waste manifest, shipping papers, chain-of-custody form, and disposal facility receipt to the Owner. All forms shall be legible and fully completed with signatures.

All hazardous waste shipping manifests shall be prepared by EnvContractor and signed by Owner. At completion of hauling and disposal of each load, submit copy of waste manifest, chain-of-custody form, and disposal receipt to the Owner. All forms shall be fully completed with signatures. All manifests for waste generated on site shall list the Owner’s EPA generator identification number. The EPA generator number will be provided by the Owner during manifest signature coordination.

EnvContractor shall be responsible for all costs associated for removal, transportation, and disposal.

END OF SECTION 02082
Fluorescent Light Ballasts

Ballasts removed from fluorescent lights by Contractors during University of Colorado at Boulder projects must be evaluated to determine if they must be managed as PCB-containing materials. Ballasts manufactured after 1979 that do not contain PCB’s are labeled “No PCB’s”; if the ballast isn’t labeled, it should be assumed to contain PCB’s. Personnel involved with removing the ballasts during the Project must determine whether each individual ballast is labeled with the words “No PCB’s”; and ballasts with this label can be trash disposed (municipal landfill) or recycled (preferred).

Ballasts without the label “No PCB’s” must be collected, managed and disposed of through a permitted waste disposal facility as PCB-containing materials, in full compliance with all applicable Federal, State and local regulations.

All leaking ballasts, regardless of whether or not they are labeled as “No PCB’s” must be collected in a separate container from non-leaking ballasts for incineration at a permitted waste disposal facility.

Fluorescent bulbs

Fluorescent bulbs with a “green tip” (the metal on the end caps is green, meaning it is low-mercury), or similarly marked as being “low mercury” on the side of the bulb towards an end cap can be trash disposed (municipal landfill) or recycled (preferred).

All other fluorescent bulbs must be collected, managed and disposed of through a permitted waste disposal facility as a Universal Waste, in full compliance with all applicable Federal, State and local regulations. Bulbs are to be shipped intact, packaged properly to protect them from breakage (usually in cardboard boxes) directly to a permitted waste disposal facility. Broken bulbs need to be cleaned up and disposed with the intact bulbs.

All disposal or recycling costs, disposal arrangements and providing materials for proper management and disposal of fluorescent bulbs and ballasts are the responsibility of the Contractor.

Copies of all documentation regarding material/waste disposal, e.g. hazardous waste manifest, bill of lading, out of service dates, etc., must be provided to Environmental Health & Safety (EH&S); please coordinate your waste disposal arrangements with the Hazardous Materials Program Manager (303-492-8531, Mark.Lapham@Colorado.edu) or other Hazardous Materials Personnel (303-492-7845, hazmat@Colorado.edu) to ensure that the appropriate contact information, EPA site ID numbers, signatures, etc. are utilized on disposal paperwork.

All fluorescent bulbs and ballasts collected must be stored in a manner that prevents accidental releases to the environment, e.g. drums, tubs, boxes, etc. Leaking ballasts must be handled and managed using controls that will eliminate spills and/or releases, and clean-up materials must be properly disposed. It is recommended that good hygiene practices, including wearing chemical-resistant gloves and safety glasses, be followed during the handling of fluorescent bulbs and ballasts to prevent possible exposures or injuries as appropriate.

All other hazardous materials/wastes generated by the Project must similarly be managed and disposed of properly by the Contractor. Questions pertaining to material/waste management and disposal can be referred to the EH&S Hazardous Materials Program Manager at 303-492-8531, Mark.Lapham@Colorado.edu, or Hazardous Materials personnel at 303-492-7845, hazmat@Colorado.edu.
<table>
<thead>
<tr>
<th>Building</th>
<th>Asbestos Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Drywall Texture (Ceilings/Walls) 5,000 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Drywall Joint Compound Included Above</td>
</tr>
<tr>
<td></td>
<td>Sheet Vinyl Flooring 70 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Exposed Floor Tile 20 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Sink Undercoating 4 Each</td>
</tr>
<tr>
<td>B</td>
<td>Drywall Texture (Ceilings/Walls) 5,200 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Drywall Joint Compound Included Above</td>
</tr>
<tr>
<td></td>
<td>Sheet Vinyl Flooring 70 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Exposed Floor Tile 400 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Sink Undercoating 4 Each</td>
</tr>
<tr>
<td>C</td>
<td>Drywall Texture (Ceilings/Walls) 5,200 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Drywall Joint Compound Included Above</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>Exposed Floor Tile 50 Square Feet</td>
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<tr>
<td>D</td>
<td>Drywall Texture (Ceilings/Walls) 5,000 Square Feet</td>
</tr>
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<tr>
<td></td>
<td>Sink Undercoating 4 Each</td>
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<tr>
<td>E</td>
<td>Drywall Joint Compound 225 Square Feet</td>
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<td></td>
<td>Transite 4 Square Feet</td>
</tr>
<tr>
<td></td>
<td>Pipe Wrap 3 Lineal Feet</td>
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</tbody>
</table>
# TABLE 2
SMILEY COURT CHILDREN’S CENTER
ALTERNATE #2
ESTIMATED ASBESTOS QUANTITIES – TOTAL FLOOR TILE

<table>
<thead>
<tr>
<th>BUILDING A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOR TILE</td>
<td>1000 SQ FT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUILDING B</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOR TILE</td>
<td>1100 SQ FT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUILDING C</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOR TILE</td>
<td>1000 SQ FT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUILDING D</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOR TILE</td>
<td>1100 SQ FT</td>
</tr>
</tbody>
</table>
# TABLE 3. REGULATED BUILDING MATERIALS

## BUILDING COMPONENTS INVENTORY

### Client:
University of Colorado at Boulder

### Date:
September 15 and 16, 2010

### Inspector:
Nick Talocco

### BUILDING:
Smiley Court Children's Center

| LOCATION | FL4 | FL4g | FL8 | FL8g | FLO | FL0g | LB | HID | MTG | FS | FE | SD | EL | EX | CF | CE | RB | LS | TF | ME | PT | SU | OT |
|----------|-----|------|-----|------|-----|------|----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Building 1 | 26  | 2    | 15  | 2    | 4   | 4    |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |
|           |     |      |     |      |     |      |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Building 2 | 24  | 10   | 17  | 2    | 1   | 3    |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|           |     |      |     |      |     |      |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Building 3 | 20  | 4    | 12  | 2    | 2   | 2    |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|           |     |      |     |      |     |      |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Building 4 | 20  | 4    | 12  | 2    | 4   | 4    |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|           |     |      |     |      |     |      |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Building 5 | 2   | 1    |     | 1    |     |     |    |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

- **Cleaning supplies**
- **Paints, Cleaning items**
- **Cleaning supplies**
- **Paints, and several other chemicals**
- **Transformer north of building, staining observed**
TO EXCAVATION OR CONSTRUCTION
MARK ALL UTILITY LOCATIONS AT LEAST TWO DAYS PRIOR TO
ACCORDING TO COLORADO LAW, THE UTILITY NOTIFICATION

Environental

Contact: Thomas Hornman, P.E.

Engineer:

Boulder, Colorado
DEPARTMENT OF HOUSING AND DORMING
FOR
Boulder, Colorado
UNIVERSITY OF COLORADO
SMILEY COURT CHILDREN'S CENTER
DESTRUCTION PROJECT - 2010
CONTRACT DOCUMENTS FOR THE
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: ______________________________________________

<table>
<thead>
<tr>
<th>Full Contract price</th>
<th>A. __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiply 'A' by 0.5</td>
<td>B. __________________________</td>
</tr>
<tr>
<td>Multiply 'B' by 0.0341</td>
<td>C. __________________________</td>
</tr>
</tbody>
</table>

“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
This is a project specific qualification form. Contractor must fill this out on each project.
INDEX OF DOCUMENTS

• INFORMATION FORM Page 3
• TYPES OF WORK Page 4
• IDENTIFICATION FORM Page 5
• PERSONNEL OF ORGANIZATION FORM Page 7
• PROJECT EXPERIENCE FORM Page 8
• WORK CURRENTLY UNDER CONTRACT FORM Page 9
• SURETIES FORM Page 10
• CORPORATION / CO-PARTNERSHIP FORM Page 11
• AFFIDAVIT FOR CORPORATION Page 12
• AFFIDAVIT FOR CO-PARTNERSHIP Page 13
• AFFIDAVIT FOR INDIVIDUAL Page 14
• BIDDING INFORMATION Page 15
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: ________________________________________________________________

__________________________________________________________

__________________________________________________________
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR’S QUALIFICATION STATEMENT

TYPES OF WORK

(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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</thead>
<tbody>
<tr>
<td>1. All Classes of Construction</td>
<td></td>
</tr>
<tr>
<td>2. General</td>
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<tr>
<td>3. Mechanical</td>
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<td>4. Electrical</td>
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<tr>
<td>5. Excavating and Grading</td>
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</tr>
<tr>
<td>6. Concrete</td>
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<tr>
<td>7. Structural Steel</td>
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</tr>
<tr>
<td>8. Steel and Miscellaneous Iron</td>
<td></td>
</tr>
<tr>
<td>9. Painting and Decorating</td>
<td></td>
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<tr>
<td>10. Laboratory Equipment</td>
<td></td>
</tr>
<tr>
<td>11. Elevator Installation</td>
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<tr>
<td>12. Plumbing</td>
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<tr>
<td>13. Heating and Ventilating</td>
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<tr>
<td>14. Air Conditioning</td>
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</tr>
<tr>
<td>15. Boiler and Equipment</td>
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<tr>
<td>16. Environmental (Describe)</td>
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<tr>
<td>17. Other (Describe)</td>
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</tr>
<tr>
<td>18. Other (Describe)</td>
<td></td>
</tr>
<tr>
<td>19. Other (Describe)</td>
<td></td>
</tr>
<tr>
<td>20. Other (Describe)</td>
<td></td>
</tr>
</tbody>
</table>
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. & 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? (Type)  

(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>
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR’S QUALIFICATION STATEMENT

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>
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<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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</tr>
</tbody>
</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>
</tr>
</thead>
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</table>
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)  (name)

(address)  (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 submittor 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. _______________________________
(Officer 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 submittor 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)

_________________________________________ (Name of Firm)

(remaining members of Firm 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 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 submittor 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)
UNIVERSITY OF COLORADO AT BOULDER
CONTRACTOR’S QUALIFICATION STATEMENT

BIDDING INFORMATION

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.

END
PR 006148 - Smiley Court Children's Center
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

Institution/Agency: University of Colorado at Boulder
Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG 1,2,3,4 – HAZMAT Survey

Bidder Acknowledges Receipt of Addenda Numbers:

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

Bidder’s Time of Completion
a. Time Period from Notice to Proceed to Substantial Completion: 30 Calendar days
b. Time Period from Substantial Completion to Final Acceptance: 07 Calendar days
c. Total Time of Completion of Entire Project (a + b): 37 Calendar days

1. BID: Pursuant to the advertisement by the State of Colorado dated March 14, 2011 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 Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.

5. TIME OF COMPLETION: The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of The General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 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, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.

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

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

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

Dated this ________ Day of ___________________ , 2011

THE BIDDER:

/                                          /
Company Name / Email Address

/                                          /
Address (including city, state and zip) / Phone

Signature

Name (Print) and Title

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

State Form SBP-6.13
Rev. 7/2010
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, [institution/agency] 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 [corporation name] a corporation of the State of [state], 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., 2011.

(Corporate Seal) THE PRINCIPAL

Company Name

Address (including city, state and zip) Phone number:

Secretary

Name (Print) 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

Secretary

____________________________________________

______________________________________________

(Attestation)

(Attestation)

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 OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE OF AWARD

Date of Notice: ________________________________

Date to be inserted by the Principal Representative

Institution/Agency: University of Colorado at Boulder
Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG 1,2,3,4 – HAZMAT Survey

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 Thousand, and no/100 Dollars* ($   *) is hereby accepted, pending final execution of the Agreement.

Base Bid $ __________________________
Total Contract Amount $ __________________________

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, and Certification and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of this Notice, the State Controller is 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 Project, or otherwise dispose thereof.

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

By ________________________________
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 or by any other means to which the parties agree.
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

University of Colorado at Boulder

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

CONTRACT ID NUMBER:

AGENCY IDENTIFICATION NUMBER:

PROJECT NUMBER:  HSG 10518 / PR 006148

PROJECT NAME:  SMCC – BLDG 1,2,3,4 – HAZMAT Survey

PROJECT MANAGER:  Marina Florian

CONTRACTOR:

April 2011
STATE OF COLORADO
CONTRACTOR'S AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-6.21)

HSG 10518 / PR 006148
SMCC – BLDG 1,2,3,4 – HAZMAT Survey

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<th>Section</th>
<th>Page(s)</th>
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<tr>
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<tr>
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<td><strong>ARTICLE 2.</strong> Provisions of the Contract Documents</td>
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<td><strong>ARTICLE 3.</strong> Time of Completion</td>
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<td><strong>ARTICLE 5.</strong> Contract Sum</td>
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<tr>
<td><strong>ARTICLE 6.</strong> Contract Documents</td>
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</table>

**SIGNATURE APPROVALS**

2

Attachment – Notice of Award

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 Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)
F Contract Management Information Construction Contractor
STATE OF COLORADO
CONTRACTOR'S AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-6.21)

Agency I.D. No.: Contract I.D. No.: Project No.: HST 10518 / PR 006148

SMCC – BLDG 1,2,3,4 – HAZMAT Survey

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 referred to as the Principal Representative, and having its offices at hereinafter referred to as the Contractor.

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

WHEREAS, the Principal Representative intends to abate and demolish the Smiley Court Children’s Center, 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 / Account Number PR 006148, Contract Encumbrance Number TBD, and

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

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

ARTICLE 1. PERFORMANCE OF THE WORK
The Contractor shall perform all of the Work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents for the above referenced Project.

ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS
The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents.

ARTICLE 3. TIME OF COMPLETION
The Contractor agrees to Substantially Complete the Project within 30 calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within 7 calendar days for a total time of completion of the entire Project of 37 calendar days. The Contractor shall perform the Work with due diligence to completion.

ARTICLE 4. ESSENTIAL CONDITION
Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 54D of The General Conditions of the Construction Contract SC-6.23 for failure to satisfactorily complete the Work within the time periods in Article 3 above.
ARTICLE 5. CONTRACT SUM
The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of Hundred and Thousand, Hundred and no/100 Dollars* ($ *)

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<th>Description</th>
<th>Amount</th>
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<td>Base Bid</td>
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<tr>
<td>Total Contract Amount</td>
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ARTICLE 6. CONTRACT DOCUMENTS
The Contract Documents, as enumerated in Article 1 of The General Conditions of the Construction Contract Sc-6.23, are all essential parts of this Agreement and are fully incorporated herein.

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.”
SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Project Name/Number: HSG 10518 / PR 006148 / Smiley Court Children’s Center

Contract ID No.: 

THE CONTRACTOR

STATE OF COLORADO, acting by and through:
The Regents of the University of Colorado
A Body Corporate

By: Ronald. R. Ried, Director
Facilities Management Business Services

Date: ____________________________

*Signature

By ____________________________
Name (print) 
Title ____________________________

Date: ____________________________

APPROVED

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

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

Date: ____________________________

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

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

APPROVED:

STATE OF COLORADO
STATE CONTROLLER’S OFFICE / State Controller (or authorized Delegate)

By: ____________________________
Date: ____________________________

APPROVED:

STATE OF COLORADO
Department of Law / Attorney General (or authorized Delegate)

By: ____________________________
Date: ____________________________
STATE OF COLORADO
CONTRACTOR’S AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-6.21)

EXHIBIT B – HSG 10518 / PR 006148 / Smiley Court Children’s Center

PERFORMANCE BOND (Form SC-6.22)
STATE OF COLORADO
CONTRACTOR'S AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-6.21)

EXHIBIT C – HSG 10518 / PR 006148 / Smiley Court Children’s Center

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)
STATE OF COLORADO
CONTRACTOR’S AGREEMENT DESIGN/BID/BUILD
(STATE FORM SC-6.21)

EXHIBIT D – HSG 10518 / PR 006148 / Smiley Court Children’s Center

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

EXHIBIT E – HSG 10518 / PR 006148 / Smiley Court Children's Center

Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work) (UI-1, attached)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

PERFORMANCE BOND

Institution/Agency: University of Colorado at Boulder
Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG 1,2,3,4 – HAZMAT Survey

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 ____________________________, 2011, for the construction of a PROJECT described as

SMCC – BLDG 1,2,3,4 – HAZMAT Survey

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. 2011.

(Corporate Seal)  

THE PRINCIPAL

(ATTEST:

By: ____________________________
Title: ____________________________

Secretary

(Corporate Seal)

SURETY

By: ____________________________  
Attorney-in-fact

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

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

LABOR AND MATERIAL BOND

Institution/Agency: University of Colorado at Boulder
Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

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 at Boulder, 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 ______________, 2011 for the construction of a PROJECT described as SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

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., 2011.

(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.
Project Name: SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY
Project No. HSG 10518 / PR 006148
Project Manager: Marina Florian
Date: April 2011
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Note: The sections of the General Conditions indicated in italics (Articles 35 General and 35A, 35B, 37, 38, 46, 48B, 49 and 50) are regulatory and cannot be modified except through appropriate rule making procedures through the Division of Finance and Procurement, Department of Personnel & Administration.
GENERAL CONDITIONS OF CONTRACT

ARTICLE 1.  DEFINITIONS

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

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

B.  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
2. 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.

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. NOTICE. The term “Notice” shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 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.
13. OWNER. The term “Owner” shall mean the Principal Representative.

14. 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.

15. 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.

16. PRODUCT DATA. The term “Product Data” shall mean all submittals in the form of printed manufacturer’s literature, manufacturer’s specifications, and catalog cuts.

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

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

19. 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).

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.
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 included in 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. Steel 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 Buildings 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 Programs 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 submittals activities, the various construction activities, change order work (when applicable), close-out, testing, demonstration of equipment operation when called for in the Specifications, and acceptance. The CPM 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 bring it to their attention in writing at the time the submittals are made, and any subsequent change in the Contract sum or the Contract time shall be limited to cost, time and impacts so identified.

D. CONTRACTOR REPRESENTATIONS
By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and 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 substrate prior to backfill or construction.

D. TESTING - OTHER

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

ARTICLE 15. SUBCONTRACTS

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 there from, the Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

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

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

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

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

ARTICLE 20. CUTTING, FITTING OR PATCHING
The Contractor shall do all cutting, fitting or patching of work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon, or
reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted work as the Architect/Engineer may direct. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Architect/Engineer.

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

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

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

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

ARTICLE 23. TEMPORARY FACILITIES
A. OFFICE FACILITIES
The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for 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, cofferdam work or 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
Minimum limit: $1,000,000 combined single limit each accident

Coverages:

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.

Minimum limit: $5,000,000 combined single limit and aggregate limit

Coverages:

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 Buildings 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 not withstanding 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 said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.

**ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE**

The Contractor shall promptly remove from the premises all work or materials condemned or declared irreparably defective as failing to conform to the Contract Documents on receipt of written Notice from the Architect/Engineer or the Principal Representative, whether incorporated in the Work or not. If such materials shall have been incorporated in the Work, or if any unsatisfactory work is discovered, the Contractor shall promptly replace and re-execute his or her work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement of such defective material or work.
If the Contractor does not remove such condemned or irreparably defective work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor’s expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days’ written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven day period, or if the Contractor shall show good cause in conjunction with submittal of a revised CPM schedule showing when the work will be performed and why such removal of condemned work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned work.

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

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

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

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

ARTICLE 31. APPLICATIONS FOR PAYMENTS

A. CONTRACTOR’S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due 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 completed the subcontracted work in a manner finally acceptable to the Architect/Engineer, the Contractor, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Contractor’s bonds and any surety that has provided a bond for the Subcontractor. The release of any such withheld percentage shall be further supported by such other evidence as the Architect/Engineer or the Principal Representative may require, including but not limited to, evidence of prior payments made to the Subcontractor, copies of the Subcontractor’s contract with the Contractor, any applicable warranties, as-built information, maintenance manuals and other customary close-out documentation. Neither the Principal Representative nor the Architect Engineer shall be obligated to review such documentation nor shall they be deemed to assume any obligations to third parties by any review undertaken.
The Contractor’s obligation under these General Conditions to guarantee work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release; unless a Notice of Partial Substantial Completion is issued for the work subject to the release of retainage.

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

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

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

ARTICLE 32.  CERTIFICATES FOR PAYMENTS
State Form SBP-7.2, Certificate For Contractor's Payment, and its continuation detail sheets, when submitted, shall constitute the Certificate of Contractor’s Application for Payment, and shall be a representation by the Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative the Certificate of Contractor’s Application for Payment shall be sworn under oath and notarized.

ARTICLE 33.  PAYMENTS WITHHELD
The Architect/Engineer, the Principal Representative or State Buildings Programs may withhold, or on account of subsequently discovered evidence nullify, the whole or any part of any application on account of, but not limited to any of the following:

1.  Defective work not remedied;
2.  Claims filed or reasonable evidence indicating probable filing of claims;
3.  Failure of the Contractor to make payments to Subcontractors for material or labor;
4.  A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
5.  Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;
6.  Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;
7.  Failure to submit a monthly construction schedule;
8.  Failure of the Contractor to keep work progressing in accordance with the time schedule;
9.  Failure to keep a superintendent on the work;
10.  Failure to maintain as built drawings of the work in progress;
11.  Unauthorized deviations by the Contractor from the Contract Documents; or
12.  On account of liquidated damages.
In addition, the Architect Engineer, Principal Representative or State Buildings 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, cure the failure and cover any damages or injuries, including an allowance for attorneys fees and costs where appropriate. When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld or nullified on such grounds.

ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Engineer and the Principal Representative deem it inexpedient to correct work 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 unallocated or unexpended amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.

A. THE VALUE OF CHANGED WORK

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

3. Except as otherwise provided in Article 35B, Detailed Breakdown, below, the Cost Principles of the Colorado Procurement Rules in effect on the date of this Contract, pursuant to § 24-107-101, C.R.S., as amended, shall govern all Contract changes.

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>OVERHEAD</th>
<th>PROFIT</th>
<th>COMMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>To the Contractor or to Subcontractors for the portion of work performed with their own forces:</td>
<td>10%</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>To the Contractor or to Subcontractors for work performed by others at a tier immediately below either of them:</td>
<td>5%</td>
<td>5%</td>
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</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 proceeding table shall include labor, materials and equipment and the “Commission” shall include all costs and profit for carrying the subcontracted work at the tiers below except direct costs as listed in items 1 through 11 above if any.

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

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

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

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

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

D. APPROPRIATION LIMITATIONS - § 24-91-103.6, C.R.S., as amended
The amount of money appropriated, as shown on the Agreement (SC 6.21), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Agreement (SC-6.13), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional work; or (2) the work is covered by a contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Architect/Engineer or the Principal Representative to perform work which is determined to be within the performance required by the Contract Documents; the Contractor’s remedy shall be as described elsewhere in these General Conditions.

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

ARTICLE 36. CLAIMS
It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process
cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the Contract as provided by the 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 36A4, 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 35A4 the Contractor shall also proceed with the work as originally directed while his or her claim is being considered.

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

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

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

If the Contractor disagrees with the Principal Representative's judgment and determination on the claim and seeks an equitable adjustment of the Contract sum or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within ten (10) days of receipt of the Principal Representative's decision denying the claim. A "contract controversy," as such
term is used in the Colorado Procurement Code, § 24-109-106, C.R.S., shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor's failure to proceed with work directed by the Architect/Engineer or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) business days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the work be determined by any method allowed in Article 35A, The Value Of Changed Work. In the event of a denial the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code, § 24-109-201 et seq, C.R.S., as amended. If no decision regarding the contract controversy is issued within twenty (20) business days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), and the instructions have not been retracted or the alleged act or omission have not been corrected, it shall be deemed that the Principal Representative has ruled by denial on the contract controversy. Except in the case of a deemed denial, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

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

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

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

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

ARTICLE 37. DIFFERING SITE CONDITIONS
A. NOTICE IN WRITING
The Contractor shall promptly, and where possible before conditions are disturbed, give the Architect/Engineer and the Principal Representative Notice in writing of:
1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,

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

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

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

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

ARTICLE 38. DELAYS AND EXTENSIONS OF TIME
If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the State of Colorado or the Architect/Engineer, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor’s control, including weather delays as defined below, the time of Completion of the Work shall be extended for a period equal to such portion of the period of delays directly affecting the completion of the Work as the Contractor shall be able to show he or she could not have avoided by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Architect/Engineer, the Principal Representative and State Buildings 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 drawings or instructions or to review Shop Drawings, Product Data or Samples pursuant to schedule, after such demand.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Programs as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes In The Work.
Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project’s critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the Supplementary General Conditions or the Specifications to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor’s CPM schedule. Where the circumstances make it indisputable in the opinion of the Architect/Engineer that the delay affected the completion of the Work so directly that the additional notice of the schedule impact by reference to a CPM schedule was unnecessary, a reasonable extension of time may be granted.

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

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

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

ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

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

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

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

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

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

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

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under $500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 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 secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative’s possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.
ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

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

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

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

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

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

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

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

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

1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings 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 these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and

5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 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.

D. NOTICE OF ACCEPTANCE

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

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

E. **SETTLEMENT**

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

1. **Delivered to the Architect/Engineer:**
   a. All guarantees and warranties;
   b. All statements to support local sales tax refunds, if any;
   c. Three (3) complete bound sets of required operating maintenance instructions; and,
   d. One (1) set of as-built Contract Documents showing all job changes.

2. **Demonstrated to the operating personnel of the Principal Representative** the proper operation and maintenance of all equipment.

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

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

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

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty workmanship or materials, and work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 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 therefrom, which shall appear within a period of one year from the date of each Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Documents where such deviations were obvious, apparent and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give Notice of observed defects or other work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

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

This one-year guarantee shall not be construed to limit the Contractor’s general warranty described in Article 42, General Warranty and Correction of Work After Acceptance, that all materials and equipment are new and of good quality, unless specified to the contrary, and that the Work shall in all respects be free from material defects not permitted by the Specifications and in accordance with the requirements of the Contract Documents.
B. SPECIAL GUARANTEES AND WARRANTIES
In case of work performed for which product, manufacturers or other special warranties are required by
the Specifications, the Contractor shall secure the required warranties and deliver copies thereof to the
Principal Representative through the Architect/Engineer upon completion of the work.

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

ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION
The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two (2)
complete inspections of the work after the Work has been determined to be substantially complete and
accepted. One such inspection, the “Six-Month Guarantee Inspection,” shall be made approximately six (6)
months after date of the Notice of Substantial Completion, unless in the case of smaller projects valued
under $500,000 this inspection is declined in Article 54A, Modification of Article 45, in which case the
inspection to occur at six months shall not be required. Another such inspection, the “Eleven-Month
Guaranty Inspection” shall be made approximately eleven (11) months after the date of the Notice of
Substantial Completion. The Principal Representative shall schedule and so notify all parties concerned,
including State Buildings Programs, of these inspections. If more than one Notice of Substantial Completion
has been issued at the reasonable discretion of the Principal Representative separate eleven month
inspections may be required where the one year guarantees do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded
to the Contractor, the Principal Representative, State Buildings Programs, and all other participants within
ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior
punch list items still to be corrected or completed and any other requirements of the Contract Documents to
be completed which were not waived by final acceptance because they were not obvious or could not
reasonably have been previously observed. The Contractor shall immediately initiate such remedial work as
may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly
complete all such remedial work in a manner satisfactory to the Architect/Engineer, the Principal
Representative and State Buildings Programs.

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

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

ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES
It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning,
rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL
CONDITIONS of this Agreement, and it is understood and agreed that the Work embraced in this Contract
shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

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

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the
Project, the Contractor’s bid is consistent with and considers the number of days to substantially complete
the Project and the number of days to finally complete the Project to which the parties may have stipulated
in the Agreement, which stipulation was based on the Contractor’s bid. The Contractor agrees that work
shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the
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 been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Article 38, Delays And Extensions Of Time.
ARTICLE 47. DAMAGES
If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor’s failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et seq., CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

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

ARTICLE 48. STATE’S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES
A. STATE’S RIGHT TO DO THE WORK
If after receipt of Notice to do so, the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days’ advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

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

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

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

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

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

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

ARTICLE 49. STATE’S RIGHTS TO TERMINATE CONTRACT
A. GENERAL
If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or she should fail to prosecute his or her work with due diligence and carry the work forward in accordance with the construction schedule and the time limits set forth in the Contract Documents, or if he or she should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on the Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his or her right to exercise such remedy.

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

1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.

2. The Principal Representative may require the Surety on the Contractor’s bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State’s Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.

3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State’s Right To Do The Work; Temporary Suspension Of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor.

If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes In The Work.

C. ADDITIONAL CONDITIONS

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

ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. NOTICE OF TERMINATION

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

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

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

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

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of § 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 Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

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

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

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

Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies

ARTICLE 51. CONTRACTOR’S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT
If the Work shall be stopped under an order of any court or other public authority for a period of three (3)
months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on
seven (7) days’ written Notice to the Principal Representative and the Architect/Engineer stop work or
terminate this Contract and recover from the Principal Representative payment for all work executed, any
losses sustained on any plant or material, and a reasonable profit. If the Architect/Engineer shall fail to
issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is presented
and received by the Architect/Engineer, as provided in Article 31, Applications For Payments, or if the
Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in
part by the Principal Representative in writing to the Contractor and the Architect/Engineer within thirty (30)
days after the Architect/Engineer’s certification, then the Contractor may on ten (10) days’ written Notice to
the Principal Representative and the Architect/Engineer stop work and/or give written Notice of intention to
terminate this Contract.

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

ARTICLE 52. SPECIAL PROVISIONS
A. CONTROLLER’S APPROVAL CRS 24-30-202(1)
This Contract shall not be deemed valid until it has been approved by the Colorado State Controller or
designee.

B. FUND AVAILABILITY CRS 24-30-202(5.5)
Financial obligations of the State payable after the current fiscal year are contingent upon funds for
that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY
No term or condition of this contract shall be construed or interpreted as a waiver, express or implied,
of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado
Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C.
§§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR 4 CCR 801-2
Contractor shall perform its duties hereunder as an independent contractor and not as an employee.
Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or
employee of the State. Contractor and its employees and agents are not entitled to unemployment
insurance or workers compensation benefits through the State and the State shall not pay for or
otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment
insurance benefits will be available to Contractor and its employees and agents only if such coverage
is made available by Contractor or a third party. Contractor shall pay when due all applicable
employment taxes and income taxes and local head taxes incurred pursuant to this contract.
Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

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

F. CHOICE OF LAW
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this 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.

J. VENDOR OFFSET CRS 24-30-202(1) & CRS 24-30-202.4
Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the
Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

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

ARTICLE 53. MISCELLANEOUS PROVISIONS
A. CONSTRUCTION OF LANGUAGE
The language used in these General Conditions shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 2C, Intent of Documents.

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

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

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

E. INTEGRATION OF UNDERSTANDING
This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.
F. VENUE
All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. NO THIRD PARTY BENEFICIARIES
Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

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

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, its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

J. STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to Architect/Engineer under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply.

Architect/Engineer agrees to be governed, and to abide, by the provisions of CRS 24-102-205, 24-102-206, 24-103.5-101, 24-105-101, and 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Architect/Engineer’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including C.R.S. 24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Architect/Engineer’s performance shall be part of the normal contract administration process and Architect/Engineer’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Architect/Engineer’s obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Architect/Engineer’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Architect/Engineer shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Architect/Engineer demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Principal Representative, and showing of good cause, may debar Architect/Engineer and prohibit Architect/Engineer from bidding on future contracts. Architect/Engineer may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS 24-105-102(6)), or (b) under CRS 24-105-102(6), exercising the debarment protest and appeal rights provided in CRS 24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Architect/Engineer, by the Executive Director, upon a showing of good cause.
ARTICLE 54. OPTIONAL PROVISIONS AND ELECTIONS
The provisions of this Article 54 alter the preceding Articles or enlarge upon them as indicated:
The Principal Representative and or the State Buildings Programs shall mark boxes and initial where applicable.

A. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION
If the box below is marked the six month guarantee inspection is not required.
☐  _______ Principal Representative initial

B. MODIFICATION OF ARTICLE 27. LABOR AND WAGES
If the box is marked the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.
☐  _______ Principal Representative initial

C. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS
If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.
The box may be marked only for projects with an estimated value of less than $500,000.
☐  _______ Principal Representative initial

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 One Thousand and no/100 Dollars ($1,000.00) 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 and no/100 Dollars ($1,000.00) 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:


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

7. **Contractors Pollution Liability**

   This section applies only to the following types of proposals:

   - ASBESTOS/LEAD ABATEMENT Contracting Services

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

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

**LIMITS REQUIRED**

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

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any One Fire)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Payments (Any One Person)</td>
<td>$5,000</td>
</tr>
</tbody>
</table>
**Excess/Umbrella Liability (as required-See Coverages #3)**
- General Aggregate Limit $5,000,000
- Products/Completed Operations Aggregate $5,000,000

**Automobile Liability**
- Bodily Injury/Property Damage (Each Accident) $1,000,000

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

**Contractors Pollution Liability (as required-See Coverages #7)**
- Per Loss $1,000,000
- Aggregate $1,000,000

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

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

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

Builder’s Risk Insurance (As required—See Coverages #5)

Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder’s Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without voluntary deductibles. Such Builder’s Risk Insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the University has insurable interest in the property to be covered, whichever is earlier. The Builder’s Risk insurance shall include interests of the University of Colorado, the General Contractor, subcontractors and sub-tier contractors in the project.

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

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

- Waiver of Subrogation against all parties named as insured, but only to the extent the loss is covered.
• Beneficial Occupancy Clause. The policy shall specifically permit partial or beneficial occupancy at or before substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The University of Colorado and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.

• Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing).

• Deletion of Coinsurance Provisions

• Replacement Costs Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss

• Deletion of any exclusions pertaining to Law, Ordinance or Regulation

• Deletion of exclusions for design errors & omissions

• Modification of the electrical apparatus breakdown exclusions and the mechanical breakdown exclusion so that it does not apply to subsequent loss or damage

• Modify exclusion pertaining to damage to interior of building caused by an perils insured against are covered

• Resultant Damage Extension including amendment of exclusion pertaining to design error

• Settling, cracking, shrinking or expansion (including coverage for loss resulting from settling, cracking, shrinking or expansion) of foundation walls, floors, or other parts of the structure

• Other coverages may be required if provided in Contract Documents

• The deductible shall not exceed $10,000 and shall be the responsibility of the 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.

ARTICLE 53. MISCELLANEOUS PROVISIONS – Statewide Contract Management System - DELETE the entire section.

Revised 01/26/11
CHANGE ORDER BULLETIN

Change Order Bulletin No: ____________________________ Date ________________
Contractor: ____________________________________________
Institution or Agency: University of Colorado at Boulder
Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY
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)
## CHANGE ORDER PROPOSAL

### PART I - WORK PERFORMED BY CONTRACTOR

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

### PART II - WORK PERFORMED BY SUBCONTRACTOR

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Direct Labor Costs</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Labor Overhead (Direct Labor Burdens) (____% X Line 9)</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Total Subcontractor's Labor Cost (Lines 9 and 10)</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Direct Materials Costs</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>Materials Overhead (Delivery Costs &amp; Taxes) (____% X Line 12)</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>Total Subcontractor's Materials Costs (Lines 12 and 13)</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Total Subcontractor's Equipment Costs</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>Total Subcontractor's L, M &amp; E Costs (Lines 11, 14 and 15)</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>Subcontractor's Overhead (Direct Costs) (____% X Line 16)</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Subcontractor's Profit (____% X Line 16) or (2 ½% Deduct)</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 16, 17 and 18)</td>
<td>$</td>
</tr>
</tbody>
</table>

### PART III - CONTRACTOR'S OVERHEAD & PROFIT

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Contractor's Overhead (Indirect Costs) (____% X Part I Total)</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>Contractor's Profit (____% X Part I Total)</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>PART III - TOTAL CONTRACTOR OVERHEAD &amp; PROFIT (Lines 20 and 21)</td>
<td>$</td>
</tr>
</tbody>
</table>

### PART IV - CONTRACTOR'S MARKUP ON SUBCONTRACTOR

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Contractor's Commission on Subcontractor (____% X Part II Total)</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>Contractor's Profit on Subcontractor (____% X Part II Total) or (2 ½% Deduct)</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>PART IV - TOTAL CONTRACTOR MARKUP ON SUBCONTRACTOR (Lines 23 &amp; 24)</td>
<td>$</td>
</tr>
</tbody>
</table>

### PART V - SUBTOTAL C.O. PROPOSAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART V (Subtotal)</td>
<td>$</td>
</tr>
</tbody>
</table>

### PART VI - CONTRACTOR'S BOND COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART VI</td>
<td>$</td>
</tr>
</tbody>
</table>

### PART VII - GRAND TOTAL CHANGE ORDER PROPOSAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART VII - GRAND TOTAL C.O. PROPOSAL (Sum of Totals: Parts V and VI)</td>
<td>Grand Total $</td>
</tr>
</tbody>
</table>

### PART VIII - CONTRACT TIME

<table>
<thead>
<tr>
<th>Completion Date (IS) (IS NOT) EXTENDED ____ Calendar Days as a Result of this Proposal.</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

Firm: ___________________________  
Name & Title: ___________________________  
Signature: ___________________________  
*Date: ___________________________

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

### 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.

Firm: ___________________________  
Name & title: ___________________________  
Signature: ___________________________  
Date: ___________________________

### PRINCIPAL REPRESENTATIVE

(Institution or Agency) ___________________________  
(State Buildings Programs) ___________________________  
(or Authorized Delegate) ___________________________  
Date: ___________________________
INSTRUCTIONS FOR COMPLETING “CHANGE ORDER PROPOSAL”
COST/PRICE DATA SUMMARY (STATE FORM SC-6.312)

BULLETIN NUMBER/DATED: Insert C.O. Bulletin No. and Date Issued
LEFT HAND BOX: Fill in Contractor’s Name; State Project Number and Title
RIGHT HAND BOX: Fill in Description of Changes from Bulletin, noting exceptions that are listed in the Bulletin but are excluded; i.e., not priced on this form.

PART I - WORK PERFORMED BY CONTRACTOR:
Line 1. Direct Labor Costs: Fill in subtotal of direct labor costs, which includes base rates plus applicable fringe benefits. On Contractor’s letterhead/spreadsheet show costs as follows:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Rate</th>
<th>Hours</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>X</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>$</td>
<td>X</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Direct Labor Costs = $________________________

Line 2. Labor Overhead (Direct Labor Burdens, etc.): Fill in as percentage of Line 1.


Line 4. Direct Materials Costs: Fill in subtotal of direct materials costs. Provide quotes or invoices. On letterhead/spreadsheet, show direct materials costs as follows:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>X</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>$</td>
<td>X</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Direct Materials Costs = $________________________

Line 5. Materials Overhead: Fill in as percentage cost of Line 4. Overhead costs include delivery, taxes, insurance costs, etc. (As mutually agreed upon at contract signing)

Line 6. Total Materials Costs: Fill in total of lines 4 and 5.

Line 7. Total Equipment Costs: Fill in total equipment costs including indirect overhead costs in hourly rate - except indirect labor costs. On letterhead/spreadsheet show total equipment costs as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Hours</th>
<th>Extended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>X</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>$</td>
<td>X</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total Equipment Cost = $________________________


PART II - WORK PERFORMED BY SUBCONTRACTOR:
Line 9. Direct Labor Costs: Fill in subtotal of direct labor costs, which includes base rates plus applicable fringe benefits. On Subcontractor’s letterhead/spreadsheet show costs by trade, rate, hours and extended costs. See Instructions for line 1.

Line 10. Labor Overhead (Direct Labor Burdens, etc.): Fill in as a percentage of Line 9.


Line 13. Materials Overhead: Fill in as a percentage of line 12. Overhead includes delivery, taxes, insurance costs, etc.


Line 15. Total Subcontractor’s Equipment Costs: Fill in total equipment costs including indirect overhead costs in hourly rate - except indirect labor costs. On letterhead/spreadsheet show total equipment costs by description, rate, hours and extended costs. See Instructions for line 7.

Line 16. Total Subcontractor’s Labor, Materials and Equipment (L, M & E) Costs: Fill in total of lines 11, 14 and 15.

Line 17. Subcontractor’s Overhead (Indirect Costs): Fill in as percentage cost of line 16. See Article 35 of General Conditions.


PARTS III THROUGH VIII - Self-explanatory.

CERTIFICATIONS
A. The Contractor, who prepares this proposal form, certifies the cost/price data by signing, dating, and forwarding same to the Architect/Engineer (or Consultant) for further action.
B. The Architect/Engineer (or Consultant) reviews and analyzes the cost/price data for the requirements that these are: 1) currently prevalent, 2) reasonably fair, 3) factually applicable, and 4) equivalently competitive market selling prices. The Architect/Engineer (or Consultant) may negotiate—after receipt of the cost proposal—any or all of the cost elements of the proposal to support a recommendation of acceptance to the Principal Representative. Certification by the A/E (or Consultant) of the above requirements is made upon his signature. The Architect/Engineer (or Consultant) forwards the proposal with the supporting back-up to the Agency.
C. Authority for the Institution or Agency (usually the Principal Representative) reviews the proposal, signs, dates, and forwards to State Buildings Programs or Delegate for final action.
D. State Buildings Programs or Delegate reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and, if in order, signs and dates the proposal.
CHANGE ORDER

<table>
<thead>
<tr>
<th>Change Order No:</th>
<th>Contract ID No:</th>
<th>Date</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Institution or Agency: University of Colorado at Boulder

Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

Your Change Order Proposal(s), dated ________, is 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 I/We do hereby recommend acceptance and approval of the change to the Contractor’s Agreement Dated ________ (Exhibit A) which is by this reference, made a part hereof, and identified as Exhibit ________ with an increase □, a decrease □, no change □, of $________. The Time of Completion is extended ________ calendar days □, is unchanged □, is reduced □ calendar days, from the total number of days listed in the Contractor’s Agreement to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is ________ calendar days. If the completion date was extended or reduced, the new completion date of the Project is ________ (M/D/YYYY).

<table>
<thead>
<tr>
<th>Original Contract (Exhibit A)</th>
<th>Description of Work/Date</th>
<th>Time of Completion/Calendar Days Extended/Reduced</th>
<th>Dollar Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order #1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change Order #2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*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.

<table>
<thead>
<tr>
<th>Architect/Engineer Firm</th>
<th>Name and Title (print)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTL Thompson</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor (Name of Firm)</th>
<th>Name and Title (print)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>University of Colorado</th>
<th>Institution or Agency</th>
<th>Name and Title (print)</th>
<th>Principal Representative (Signature)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ronald L. Ried, Director, Facilities Management Business Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACT STATUS**

<table>
<thead>
<tr>
<th>Original Contract Value</th>
<th>STATE BUILDINGS PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous increases by CO/Amend</td>
<td>(or Authorized Delegate)</td>
</tr>
<tr>
<td>Previous decreases by CO/Amend</td>
<td>Paul M. Leef, AIA, LEED TM AP</td>
</tr>
<tr>
<td>Value After Prior CO’s/Amend</td>
<td>Director, Planning, Design &amp; Construction</td>
</tr>
<tr>
<td>This CO/Amend</td>
<td></td>
</tr>
<tr>
<td>Increases ☐ Decreases ☐</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CURRENT CONTRACT VALUE</th>
<th>STATE CONTROLLER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(or Authorized Delegate)</td>
</tr>
<tr>
<td></td>
<td>Steve McNally, Associates Vice Chancellor &amp; Controller</td>
</tr>
</tbody>
</table>

(Verification)
REQUEST FOR INFORMATION  
(RFI # 01)

Project No. Project Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

Date: ____________________________
To: ____________________________________________________________
From: ____________________________________________________________
Sent Via: _________________________________________________________

Drawing Ref.: ______________________________________ Spec. Ref.: ____________________________

Subject: ________________________________________________________
_______________________________________________________________
_______________________________________________________________

Proposed Solution:
_______________________________________________________________
_______________________________________________________________
_______________________________________________________________

Schedule Impact: [ ] NO [ ] YES # I _________________________________

Cost Impact: [ ] NO [ ] YES Estimated Cost $ ___________________________

Date Response Required ___________________________ Sent Via: ___________________________

Signature: ___________________________________________ Company: _______________________

Response: ____________________________________________
__________________________________________________________
__________________________________________________________

Response Date: ____________________________ Sent Via: ____________________________

Person Responding: ___________________________________ Signature: ______________________

Further Action Required:
__________________________________________________________
__________________________________________________________
__________________________________________________________

Other Documents This RFI Refers to:
Letters RFP PCO CO Other
[ ] [ ] [ ] [ ] [ ]
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice: ____________________________

Date to be inserted by the Principal Representative

Date/Description of Contract Documents: ____________________________

Institution/Agency: University of Colorado at Boulder

Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, and Affidavit Regarding Unauthorized Immigrants 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.

The completion date of the Project is ________________ (M/D/YYYY).

By ____________________________ Date ____________________________
State Buildings Programs (or Authorized Delegate)
Paul M. Leef, AIA, LEED TM 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; or by any other means to which the parties agree.
CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: University of Colorado at Boulder
Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

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

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

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

2. The Vendor certifies that it does not now knowingly employ or contract with 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 ____________, 2011.

VENDOR:

__________________________
Vendor Full Legal Name

__________________________
Signature of Authorized Representative  Title
Notice to Contractors: 
ENVIRONMENTAL RESPONSIBILITIES

Given To: 
Contractor
Project No.
Signature

Contractors working on the UCB campus must comply with all applicable University, City, State and Federal environmental regulations and standards.

This includes but is not limited to:
➢ Developing and implementing Storm Water Management Plans, obtaining associated permits (i.e. dewatering), and using erosion control techniques and Best Management Practices (BMP’s) to protect drains and sewer systems from inappropriate discharges, paying special attention to preventing any contaminants from entering storm sewers or surface water collection systems.
➢ Properly managing and disposing of hazardous and regulated materials.
➢ Controlling dust, odors, vapors, debris and run-off during project activities.
➢ Reporting spills or releases of hazardous materials immediately! Call 911 and during weekdays report to EH&S 303-492-6025.

You are expected do your part to promote awareness and compliance. Violations can result in serious penalties and fines for contractors!

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.
### CLOSING-OUT CHECKLIST*

<table>
<thead>
<tr>
<th>Institution or Agency:</th>
<th>University of Colorado at Boulder</th>
<th>Final Punch List Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect/Engineer:</td>
<td>CTL Thompson</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project No./Name:</td>
<td>HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY</td>
<td></td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
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</table>

State Form SBP-05
Rev. 9/2006
Page 1 of 2
11. On the Contract Close-out Punch List (Form SBP-06) the final punch list items deficient or still required are made by the Architect and includes lists furnished by the consultants and promptly distributed to all parties.

12. Schedule for corrections, deficiencies, and items to be supplied is established by Contractor, Assistant Contractor and trades as to location of specific defects if necessary.

13. Final Change Orders are processed (must be completed prior to contract acceptance.

14. The Principal Representative shall not authorize final payment until all items on the punch lists have been completed, the Notice of Acceptance issued and the Notice of Contractor’s Settlement Date is published.

15. Permanent keying, keys and keying instructions have been performed.

16. Extra materials, spares, etc., are delivered to Principal Representative.

17. Record drawings (as-built) requirements have been submitted to A/E.

18. Guarantee/Warranty requirements are met.

19. All records, reports, files, documents, etc., of construction inspector are in order and turned over to Owner as arranged, and to SBP as applicable.

20. Removal of Contractor’s temporary work; cleanup and debris removal is understood and performed.

21. Post-contract maintenance conditions, such as equipment, landscaping, etc., are understood and arranged for.

* Verification, item by item, as applicable, to be submitted with Notice of Acceptance Form SC-6.27.

CTL Thompson
Architect/Engineer

Contractor

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

Ronald L. Ried, Director
Facilities Business Services
Principal Representative
(Institution or Agency)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

PRE-ACCEPTANCE CHECKLIST*

<table>
<thead>
<tr>
<th>Institution or Agency:</th>
<th>University of Colorado at Boulder</th>
<th>Final Punch List Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect/Engineer:</td>
<td>CTL Thompson</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project No./Name:</td>
<td>HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY</td>
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</tbody>
</table>

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>DATE</th>
<th>COMPLETED</th>
<th>A/E SIGNOFF</th>
<th>REMARKS</th>
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</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>
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<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>
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<td>3.</td>
<td>Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.</td>
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<td>4.</td>
<td>Final Change Orders are processed (must be completed prior to Notice of Acceptance).</td>
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<td></td>
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<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>
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<tr>
<td>6.</td>
<td>Permanent keying, keys and keying instructions have been performed.</td>
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<td>7.</td>
<td>Extra materials as per specifications are delivered to Principal Representative.</td>
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<tr>
<td>8.</td>
<td>As-built drawings have been submitted to Architect/Engineer.</td>
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<tr>
<td>9.</td>
<td>Guarantee/Warranty documentation requirements are met.</td>
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<tr>
<td>10.</td>
<td>Removal of Contractor’s temporary work including cleanup and debris removal.</td>
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<tr>
<td>11.</td>
<td>State personnel are instructed in system and equipment operations as required by contract.</td>
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<tr>
<td>12.</td>
<td>All Instructions, manuals, guides, and charts have been transmitted to Principal Representative.</td>
<td></td>
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</tbody>
</table>

Architect/Engineer
CTL Thompson

Contractor

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

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

State Form SBP-05
Rev. 7/2008
NOTICE OF SUBSTANTIAL COMPLETION

Date of Substantial Completion: ____________________________

Date to be inserted by the Principal Representative

Institution/Agency: University of Colorado at Boulder

Project No./Name: HSG 10518 / PR 006148 / SMCC – BLDG, 1, 2, 3, 4 – HAZMAT SURVEY

TO: Marina Florian, 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.
## Notice of Substantial Completion

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

### Exceptions

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of ________ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of ________ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Programs.

<table>
<thead>
<tr>
<th>CTL Thompson Architect/Engineer</th>
<th>Date</th>
<th>Ronald L. Ried, Director Facilities Business Services Principal Representative (Institution or Agency)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul M. Leef, AIA, LEED™ AP Campus Architect &amp; Director, Planning, Design &amp; Construction (Authorized Delegate)</td>
<td>Date</td>
<td>Contractor</td>
<td>Date</td>
</tr>
</tbody>
</table>
Notices 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: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

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>
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</thead>
<tbody>
<tr>
<td>1. The Notice of Substantial Completion has been issued and the Building Inspection Record is 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>
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<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>
<td></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>
8. All elements left unfinished must be in such condition that there would be no hazard to the health or safety of the occupants.

9. All restroom facilities must be fully functional and operable.

10. All light fixtures must be installed and operable.

11. All exit lights and emergency lighting systems have been checked and are operable.

12. All windows have been glazed and hardware is available for ventilation purposes.

13. All routes of egress must be clear of construction materials and debris at all times.

14. There must be a means of pedestrian access to each building. Contractor must have sidewalks installed before occupancy and pedestrian barricades and other means of public protection as required.

Occupancy does not constitute acceptance of the project as being complete. It simply provides the Principal Representative the opportunity to occupy/use the project or the applicable portion thereof prior to final completion and acceptance. Occupants can expect to be impacted by the Contractor’s efforts to complete the project. The Contractor would not repair any damage caused by the occupants.

<table>
<thead>
<tr>
<th>Architect/Engineer</th>
<th>Date</th>
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<tbody>
<tr>
<td>CTL Thompson, Inc.</td>
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</table>

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<thead>
<tr>
<th>Principal Representative (Institution or Agency)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Ronald L. Ried, Director</td>
<td>Facility Management Business Services</td>
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</tbody>
</table>

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<tr>
<th>State Buildings Programs (or Authorized Delegate)</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Paul M. Leef, AIA, LEED TM AP</td>
<td></td>
</tr>
<tr>
<td>Campus Architect &amp; Director, Planning, Design &amp; Construction</td>
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</table>

<table>
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<tr>
<th>Contractor</th>
<th>Date</th>
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</table>
STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS  

NOTICE OF CONTRACTOR’S SETTLEMENT

Institution/Agency: University of Colorado at Boulder
Notice Number: 
Project No./Title: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

Notice is hereby given that on , 201
1 at Department of Housing and Dining Services, Housing Maintenance Service Center, 3500 Marine Street, Room 122, Boulder, CO 80309 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 as referenced above.

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 the Authority for College, Institution, Department or Agency.

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.

Authorized Facility Manager or Authorized Individual

Name: Marina Florian, Project Manager
Approval Date: 
Agency: University of Colorado at Boulder
Phone: 303-7355840
Fax: 303-492-4082
Email: Marina.florian@colorado.edu

MEDIA OF PUBLICATION:

PUBLICATION DATE:

NOTES TO EDITOR:

Transmit one copy of the Affidavit of Publication, and invoice, to: Marsha Slepica, University of Colorado at Boulder, Department of Facilities Management, Campus Box 453 UCB, Boulder, CO 80309-0453.
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: CTL Thompson  
Architect/Engineer: Date

Architect/Engineer: Date

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

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

State Form SBP-06  
Rev. 9/2006
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: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

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.

STATE BUILDINGS PROGRAMS

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

Principal Representative Date
(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; or by any other means to which the parties agree.
**Post Construction Warranty Report**

Project: HSG 10518 / PR 006148 / SMCC – BLDG, 1,2,3,4 – HAZMAT SURVEY

<table>
<thead>
<tr>
<th>Warranty Contractor:</th>
<th>Date Warranty Begins:</th>
<th>Date Warranty Expires:</th>
</tr>
</thead>
</table>

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:**

<table>
<thead>
<tr>
<th>Description of Warranty Item:</th>
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</thead>
</table>

Date Reported to Contractor: ____________________________

**Contractor Response:**

|Date of Resolution: ____________________________|

**Note:**

Post construction warranty rpt
PAY APPLICATION #: __________________________ FROM: __________________________ TO: __________________________ P.O. NO: __________________________

CONTRACTOR: __________________________

AGENCY/INSTITUTION: University of Colorado at Boulder

PROJECT # / TITLE: HSG 10518 / PR 006148 / SMCC - BLDG 1,2,3,4 - HAZMAT SURVEY

APPLICATION FOR CONTRACTOR'S PAYMENT

Application is made for Progress for work completed and in place and stored on site on the above Project. As indicated on the following page(s).

Deductions (L)  Additions (M)  As indicated on the following page(s).

Prior amendments / Change Orders  TOTAL

Approved This Period

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

PRESENT CONTRACT TOTAL (N/E) $0.00

Current to Date Total AmountEarned (Due to Date (l)) Retainage

$0.00 $0.00

Prior Payments Total AmountEarned Retainage

Prior Payments Less Retainage

$0.00

This Payment Total Amount Earned Retainage

This Payment Less Retainage

Warrant Amount

$0.00

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.

ARCHITECTS/ENGINEER'S CERTIFICATION

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
**CERTIFICATE FOR CONTRACTOR'S PAYMENT**

**PAY APPLICATION #:**

**FROM:**

**TO:**

**P.O. NO.:**

**CONTRACTOR:**

**AGENCY/INSTITUTION:** University of Colorado at Boulder

**PROJECT #:/TITLE:** HSG 10518 / PR 006148 / Smiley Court Children's Center

---

**AMENDMENTS/CHANGE ORDER SUMMARY**

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

**Approved This Period**

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

**PRESENT CONTRACT TOTAL (N/E)** $0.00

**Net change by Amendments / Change Orders (L + M)** $0.00

**INSTITUTION/AGENCY (or Authorized Delegate)**

**Date**

---

**STATE BUILDINGS PROGRAMS (or Authorized Delegate)**

**Date**

**CONTRACTOR**

**Date**

**ARCHITECT/ENGINEER**

**Date**

---

Application is made for Progress for work completed and in place and stored on site on the above Project. As indicated on the following page(s).

**ORIGINAL CONTRACT SUM (K/E)** $0.00

**NET CHANGE FROM AMENDMENTS/CHANGE ORDERS (L + M/E)** $0.00

**PRESENT CONTRACT TOTAL (N/E)** $0.00

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.

**ARCHITECTS/ENGINEER'S CERTIFICATION**

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

**Project:** HSG 10518 / PR 006148 / SMCC - BLDG 1,2,3,4 - HAZMAT Survey

<table>
<thead>
<tr>
<th>Spec. Section No.</th>
<th>Sub No.</th>
<th>Contr No.</th>
<th>Description</th>
<th>Date Rec From Contr</th>
<th>From Contr Date</th>
<th>No. of Copies Rec</th>
<th>Date Returned to Architect</th>
<th>Action</th>
<th>Distribution copies-Trans</th>
<th>DAYS OUT TO Architect</th>
<th>DAYS OUT TO Contractor</th>
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**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.