

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS
University of Colorado at Boulder**



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

~~CONTRACT ROUTING NO.~~

~~AGENCY IDENTIFICATION NO.~~

PROJECT NO.

PROJECT NAME:

PROJECT MANAGER:

CONTRACTOR:

DATE:

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS**

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

TABLE OF CONTENTS	Page(s)
RECITALS	1
ARTICLE 1. Performance of the Work	1
ARTICLE 2. Provisions of the Contract Documents	1
ARTICLE 3. Time of Completion	1
ARTICLE 4. Essential Condition	1
ARTICLE 5. Contract Sum	1
ARTICLE 6. Contract Documents	1
ARTICLE 7. Safety and Security	1
SIGNATURE APPROVALS	2

**Signed Notice of Award
GC Agreement**

Exhibits:

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

STATE OF COLORADO / University of Colorado at Boulder
CONTRACTOR'S AGREEMENT DESIGN/BID/BUILD STANDARD FORMAT
(STATE FORM SC-6.21)

Agency I.D. No. _____ Contract ID No. _____ Project No. PR 00

(Enter project name)

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

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

WHEREAS, the Principal Representative intends to _____, hereinafter called the Project; and

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

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

ARTICLE 1. PERFORMANCE OF THE WORK

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

ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS

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

ARTICLE 3. TIME OF COMPLETION

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

ARTICLE 4. ESSENTIAL CONDITION

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

ARTICLE 5. CONTRACT SUM

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

ARTICLE 6. CONTRACT DOCUMENTS

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

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

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

THE CONTRACTOR

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

Legal Name of Contracting Entity

By: _____

Date: _____

*Signature

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

By _____
Name (print) Title

Date: _____

By: _____

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)
Steve McNally, Associate Vice Chancellor & Controller

By: _____

Date: _____

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

By: _____

Date: _____