

APPENDIX B

PROJECT FORMS

- ♦ Advertisement for Bids
- ♦ Agreement (for construction, not architect/engineer agreement)
- ♦ Application for Payment of Architect/Engineer Fees
- ♦ Authorization To Bid
- ♦ Bid Bond
- ♦ Certificate For Contractor's Payment
- ♦ Certification For Personal Services Contracts
- ♦ Change Order
- ♦ Change Order Proposal
- ♦ Contract Routing/Documentation Form
- ♦ Contractor's Application for Payment
- ♦ Emergency Field Change Orders
- ♦ General Conditions of the Contract
- ♦ Information for Bidders
- ♦ Labor and Material Payment Bond
- ♦ Minority and Women Business Enterprises Contract Compliance Report (W/MBE-1)
- ♦ Notice of Acceptance
- ♦ Notice of Award
- ♦ Notice of Contractor's Settlement
- ♦ Notice to Proceed
- ♦ Order of Assignment of Account
- ♦ Performance Bond
- ♦ Project Application SC4.1
- ♦ Purchase Order
- ♦ Purchase Requisition
- ♦ Record of Authorized Signatures for Vouchers/Contracts
- ♦ Request For Taxpayer Identification Number Verification
- ♦ Special Supplementary General Conditions

STATE OF COLORADO

ADVERTISEMENT FOR BIDS

PROJECT NO.

PROJECT DESCRIPTION:

SEALED PROPOSALS will be received from qualified contractors by the Director, State Buildings Programs, Division of Purchasing, Capitol Life Building, 225 E. 16th Avenue, Suite 900, Denver, Colorado 80203, until _____ a./p.m on the ___ day of _____, 1998 and then and there publicly opened and read aloud in Room 900, same building.

PROJECT:

1. The entire project shall be accomplished within ___ calendar days plus ten (10) calendar days from the date of the Notice to Proceed, including the delivery of any or all guaranties and warranties, the submittal of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list. Failure to complete the work as prescribed shall be considered as a breach of Contract and subject to Time of Completion and Liquidated Damages, in accordance with Article 49 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:
4. A Deposit of _____ will be required for each complete set of Contract Documents. This deposit shall be a guaranty that the documents will be returned in good condition. Such deposits will be returned to (1) Actual bidders who return the documents before the termination of five working days after the opening of the Proposals, (2) Other interested parties who return the documents within five working days after checking them out. Additional copies of any documents, drawings, or specifications will be supplied at the actual cost of reproduction. Bidders desiring the Architect to mail bid documents will be required to pay the full cost of mailing. Such expenses will be non-refundable.
5. Each Proposal shall be submitted on the required Proposal Form and must be accompanied by a Bid Bond in an amount not less than 5% of the total Proposal. The Bid Bond may be (1) a cashier's check or (2) a certified check shall be made payable to the Treasurer of the State of Colorado. 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 Bids for the project.
6. The Bidder promises, in submitting his Proposal, 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 Proposal Guaranty as Liquidated Damages.

7. Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.
8. Requirements for bidding will include qualifying with Colorado State Buildings Programs for construction projects of \$50,000 or more at least two (2) working calendar days prior to bid opening. To qualify, request form SC-9.1, Contractor's Registration, at the mandatory pre-bid walk-through or it can be obtained from our website at www.state.co.us; select BIDS from the first paragraph, and select State Buildings Programs. Complete the form and return it to State Buildings Programs, 225 E. 16th Avenue, Suite 900, Denver, CO 80203. A project site inspection may also be required. Refer to Information for Bidders for specific details.

NOTE: Vendors / Contractors who are registered with the State of Colorado, General Support Services, Division of Purchasing Bid Information and Distribution System (BIDS) are eligible to bid on construction projects less than \$50,000 solicited through that system and are not eligible to bid on construction projects that are \$50,000 or greater as publicly advertised unless they qualify with the Colorado State Buildings Programs as stated above.

9. The State of Colorado encourages the use of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The MBE participation goal for projects is seventeen percent (17%), and the WBE participation goal has been set at a range between eight and twenty three point eight percent (8-23.8%). These are separate goals.
10. ATTENTION ALL PROSPECTIVE BIDDERS: There will be a mandatory pre-bid conference and walk through on _____ 1998 at ____ a.m./p.m. Meet at:

Dated at Denver, Colorado, this ____ day of _____, 1998.

STATE OF COLORADO

By _____
Larry Friedberg, Director

MEDIA OF PUBLICATION:

Publication Dates: First: Second:

Notes to Editor: or as soon as possible on receipt of this ad.

1. Transmit one (1) copy of the above Advertisement to the Division of Purchasing, State Buildings Programs, 225 E. 16th Avenue, Room 900, Denver, CO 80203.
2. Transmit two (2) copies of the Affidavit of Publication, and invoice to:



STATE OF COLORADO

AGREEMENT

Project No. _____

PROJECT (S):

THIS AGREEMENT is between the **STATE OF COLORADO**, acting by and through the _____, hereinafter called the **PRINCIPAL REPRESENTATIVE**, and, a Colorado corporation organized and existing under and by virtue of the laws of the State of Colorado, hereinafter called the **CONTRACTOR**.

As a state funded project, the Principal Representative is authorized to expend a total of AND NO/100 (\$ _____).

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

1. The Contractor agrees to furnish all the work, labor and materials, and perform all the work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents, including the Drawings and Specifications for the above described project.
2. 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 Drawings and Specifications.
3. The Contractor agrees to complete the entire project within _____ calendar days plus ten (10) calendar days from the date of the Notice to Proceed, to begin work within ten (10) days from such Notice and to prosecute the work with due diligence to completion.
4. The Contractor agrees that the completion of the project within this time limit is an essential feature of this Agreement and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to ensure the completion of the work within the prescribed time.
5. The Contractor agrees that his failure to complete the work within the time allowed shall be considered as a breach of the Contract and entitle the State of Colorado to collect Liquidated Damages for delay in completion, in accordance with Article 49, of The General Conditions of the Contract.
6. The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions, as provided for in Article 26 of The General Conditions of the Contract, the sum of _____ (\$ _____) ± as provided for in Article 15, of The General Conditions of the contract.
7. The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contract, are all essential parts of this Agreement and are hereby incorporated herein, by reference, as fully set forth herein.
8. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for:
(a) unpaid child support debt or child support arrearages; b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
9. **THIS AGREEMENT** shall not be deemed valid until it has been approved by (1) the State Controller or his authorized representative, (2) the Governor or his authorized representative.
10. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force worker's compensation (and

show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in original and four counterparts at

Denver, Colorado the _____ day of _____, 19_____.

STATE OF COLORADO, acting by and through:

By _____
Principal Representative

(Corporate Seal)

THE CONTRACTOR

ATTEST

Secretary

By _____
Name Title

Social Security Number or Federal ID Number

SIGNATURES:

If the Contractor is doing business as a Corporation, the Agreement shall be signed by an officer, i.e., President or Vice-President. The signature of the officer signing shall be attested to by the Secretary and properly sealed. If the contractor is an individual or a partnership, the Agreement shall so indicate and be properly signed.

DIVISION OF PURCHASING
STATE BUILDINGS and REAL ESTATE PROGRAMS

DIVISION OF ACCOUNTS AND CONTROL

Account No. _____

By _____
Larry J. Friedberg, Director

By _____
State Controller

ATTORNEY GENERAL, STATE OF COLORADO

By _____

APPLICATION FOR PAYMENT OF ARCHITECT/ENGINEER FEES

App. No. _____ Firm Name _____ Date _____

Proj. No. _____ Project Title _____

Institution/Agency _____

PO No. _____ FEIN _____

FUND	AGENCY	ORG	SUBORG	APPR	OBJ	SUBOBJ	GBL	BAL SH AT	RPT CAT	AMOUNT

FEES	AUTHORIZED	% COMPLETE	EARNED
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A. FEES PER PROJECT PHASE

1. Study or Programming Phase	\$ _____	_____	\$ _____
2. Schematic Design Phase	\$ _____	_____	\$ _____
3. Design Development Phase	\$ _____	_____	\$ _____
4. Construction Document Phase	\$ _____	_____	\$ _____
5. Bidding Phase	\$ _____	_____	\$ _____
6. Other Services	\$ _____	_____	\$ _____
7. Construction Contract Admin.	\$ _____	_____	\$ _____
8. Fees for Additional Services to Date (Attach breakdown)	\$ _____	_____	\$ _____
9. Reimbursable Expenses to Date (Attach proof of payment for billings included in this application)	\$ _____	_____	\$ _____
TOTAL	\$ _____	_____	\$ _____

B. LESS PREVIOUS APPLICATIONS \$ _____

C. AMOUNT OF THIS APPLICATION \$ _____

D. SIGNATURES

1. ARCHITECT/ENGINEER _____ DATE _____

2. INSTITUTION/AGENCY _____ DATE _____

3. STATE BUILDINGS PROGRAMS _____ DATE _____

AUTHORIZATION TO BID

PROJECT NO.

(CAPITAL CONSTRUCTION PROJECTS ONLY)

STATE OF COLORADO • DEPARTMENT OF PERSONNEL • STATE BUILDINGS PROGRAMS

PROJECT NAME
ATTACH LETTER OF COMPLIANCE FROM CODE REVIEW CONSULTANT/BUILDING OFFICIAL.

PROJECT APPLICATION RE-CAP (REVISE STATE FORM SC 4.1, IF NECESSARY)

TOTAL APPROVED FOR PROJECT	\$ _____
PROFESSIONAL SERVICES (A-TOTAL)	\$ _____
PROJECT CONTINGENCIES (C-TOTAL)	_____
MOVABLE EQUIPMENT (D-TOTAL)	_____
OTHER (E-TOTAL)	_____
PERCENTAGE FOR ART (B.4.)	_____
FUNDS RESERVED FOR OTHER SEGMENTS OF AND/OR CONTRACTS FOR THIS PROJECT	
* ATTACH EXPLANATION *	_____
TOTAL	\$ <u>_____</u>
	(-) \$ _____
FUNDS AVAILABLE - THIS BID	\$ <u>_____</u>
ARCHITECT/ENGINEER ESTIMATE - THIS BID	\$ <u>_____</u>
(MUST <u>NOT</u> EXCEED FUNDS AVAILABLE)	

APPROVALS

1	PRINCIPAL REPRESENTATIVE: SIGNATURE _____ DATE _____
2	ARCHITECT/ENGINEER: SIGNATURE _____ DATE _____
3	CONSTRUCTION MANAGER (IF APPLICABLE): SIGNATURE _____ DATE _____
4	STATE BUILDINGS PROGRAMS - PROJECT ADMINISTRATOR: SIGNATURE _____ DATE _____

5	DELIVER TO CONTRACTS SECTION • STATE BUILDINGS PROGRAMS
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BID SCHEDULE (COORDINATED BY STATE BUILDINGS DIVISION - PROJECT ADMINISTRATOR)

DATE	LOCATION
TIME	



State of Colorado

Bid Bond

PROJECT NO. _____

PROJECT:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ hereinafter called the PRINCIPAL, is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the OBLIGEE:

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

NOW THEREFORE, the principal and

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

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

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 19____.

(Corporate Seal)

THE PRINCIPAL

_____ Address

ATTEST:

By _____

Secretary

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

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

(Corporate Seal)

THE SURETY

By _____

Attorney-in-Fact

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

CERTIFICATE FOR CONTRACTOR'S PAYMENT

CONTRACTOR: _____ INSTITUTION/AGENCY: _____

REQUEST NO: _____ FROM: _____ TO: _____ TITLE: _____

PROJECT NO: _____ PO NO: _____ FEIN: _____

FUND	AGENCY	ORG	SUBORG	APPR	OBJ	SUBOBJ	GBL	BAL SHEET	RPT CAT	AMOUNT

CHANGE ORDER SUMMARY			
PRIOR CHANGE ORDERS CO#S:		DEDUCTIONS	ADDITIONS
TOTAL (\$)		\$	\$
APPROVED THIS PERIOD			
NUMBER	DATE		
TOTAL (\$)		\$	\$
NET CHANGE BY CHANGE ORDERS		\$	\$

Application is made for Progress for work completed and in place and stored on site on the above Project.
Application Sheet(s) State Form SC-7.2A is (are) attached.

ORIGINAL CONTRACT SUM \$ _____

NET CHANGE FROM CHANGE ORDERS \$ _____

PRESENT CONTRACT TOTALS \$ _____

TOTAL AMOUNT DUE TO DATE
(Column 1 on Form SC-7.2A) \$ _____

	PAYMENTS	RETAINAGE
PRIOR PAYMENTS/RETAINAGE	\$ _____	\$ _____
THIS PAYMENT/RETAINAGE	\$ _____	\$ _____ (BSA 2315)
Current To Date Payment/Retainage	\$ _____	\$ _____

WARRANT AMOUNT \$ _____

DEPARTMENT OF PERSONNEL
GENERAL SUPPORT SERVICES
STATE BUILDINGS PROGRAM

PAYMENT REQUEST APPROVED

Manager Date

ARCHITECT'S/ENGINEER'S CERTIFICATE

In accordance with the Contract and this Application for Payment the above Contractor is entitled to a payment of \$ _____

ARCHITECT/ENGINEER

By Date

I/we certify that all work and materials included in this estimate complies with the terms and conditions of the construction contract and authorized changes thereto.

Contractor Date

Payment of the amount requested is recommended

Authority for Institution or Agency Date

CERTIFICATION FOR PERSONAL SERVICES AGREEMENTS

(Please fill out this form accurately and completely and provide all information requested including explanations.)

Your Department/Institution Name: _____

Contract Routing #: _____ P.O.# _____

Amount: _____ Contractor: _____

Term of Agreement: From _____ To _____

1. Briefly describe: a. the type of services and skills to be purchased; b. whether and why it is a specialized skill; and c. identify who is the direct beneficiary.

a.

b.

c.

2. Post April 7, 1993, are there any specific statutory citations (not footnotes to the Long Bill) which require an outside contractor to provide this service? _____ If yes, cite statute and attach a copy to this form.

3. Have these services presently or previously been performed by classified staff? _____ If yes, please provide an explanation of a) When; b) What job class was utilized; and, c) Why did the agency decide to contract out these services?

4. How long have you been purchasing these services through agreements? _____ years. Are these services on-going and for an indefinite period of time? ____ Yes ____ No

5. If the contractor is an individual, has he/she previously been an employee of the state either as a state temporary employee or as a permanent employee? ____ Yes ____ No If yes, give last date of employment _____

6. We attest that the acquisition of services from the independent contractor will not result in the separation or displacement of classified staff. Yes No

7. Review/Approval Criteria: The following are statutory and/or procedural citations by which all personal services agreements will be evaluated by the State Personnel Director. Please identify those criteria that would make this request an approvable agreement.

The contract meets all of the relevant cost savings test. A "Cost Analysis" form must be completed and attached to this form. (Refer to CRS 24-50-503; Director's Procedure P13-1-3)

The contract is for an existing state program never performed by state employees. Or, the contract is for an existing state program which is different in scope or policy from the programs carried out by state employees. (CRS 24-50-504 (2)(a); P13-1-4 (C).

The contract is for a new state program (created after 4/7/93) which statutorily authorizes the performance of the program by independent contractors. (CRS 24-50-504 (2) (b); P13-1-4 (D).

The contracted services are not available within the state personnel system, or cannot be performed satisfactorily by state employees, or are of a highly specialized or technical nature. (CRS 24-50-504 (2) (c); P13-1-4 (E).

The services are incidental to a contract for the purchase or lease of real or personal property. (CRS 24-50-504 (2) (d); P13-1-4 (F).

The contract is needed to protect against a conflict of interest, or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. (CRS 24-50-504 (2) (e); P13-1-4 (G).

The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by the state in the location where the services are to be performed. (CRS 24-50-504 (2) (f); P13-1-4 (H).

The contractor will conduct training courses for which appropriately qualified state personnel system instructors are not available. (CRS 24-50-504 (2) (g); P13-1-4 (I).

The services are of an urgent, temporary or occasional nature. (CRS 24-50-504 (2) (h); P13-1-4 (J).

This is an intergovernmental agreement. (CRS 24-50-508; P13-1-2)

The services provided are for a term of six months or less and are not expected to recur on a regular basis. (CRS 24-50-513; P13-1-1 (B)

The contract is for purchased services. (The acquisition of services which directly benefit specific groups or individuals in the public at large.) (CRS 24-50-504 (3); P13-1-1 (C)

Explain your selection of any items checked above (the area below is to be used for your explanation).

Personal Services Certification:

Independent Contractor Certification: We certify that the contract or commitment voucher is indeed an independent contract that does not create an employee relationship and that these documents contain the required independent contractor language as part of the Director's Procedures (P13-1-11).

If "No" is marked, don't submit your agreement for review because it cannot be approved.

Yes No

Department/agency certification: We hereby certify that the attached agreement for personal services meets every criterion stated above and that all responses on this certification are true and accurate, to the best of our knowledge.

Dated this _____ day of _____, 19_____.

By:

Agency Representative

Title/Work Phone Number

**CHANGE ORDER
PROPOSAL -
(COST/PRICE DATA SUMMARY)**



Bulletin
Number: _____ Dated _____, 19____

Contractor	
Project No.	Project Title

Change Order Bulletin - Description of Changes:

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

PART I - WORK PERFORMED BY CONTRACTOR

Line 1. Direct Labor Costs	\$	
Line 2. Labor Overhead (Payroll Taxes and Insurance) (_____% X Line 1)	\$	
Line 3. Total Contractor's Labor Costs		\$ _____
Line 4. Direct Materials Cost	\$	
Line 5. Materials Overhead (Delivery, Handling, etc.) (_____% X Line 4)	\$	
Line 6. Total Materials Cost		\$ _____
Line 7. Total Equipment Costs		\$ _____
Line 8. PART I TOTAL - Contractor's L, M & E Costs (Lines 3, 6 and 7)		\$ _____

PART II - WORK PERFORMED BY SUBCONTRACTOR

Line 9. Direct Labor Costs	\$	
Line 10. Labor Overhead (Payroll Taxes and Insurance) (_____% X Line 9)	\$	
Line 11. Subcontractor's Profit (_____% X Line 9)	\$	
Line 12. Total Subcontractor's Labor Cost (Lines 9, 10, and 11)		\$ _____
Line 13. Direct Materials Cost	\$	
Line 14. Materials Overhead (_____% X Line 13)	\$	
Line 15. Subcontractor's Profit (_____% X Line 13)	\$	
Line 16. Total Subcontractor's Materials Cost		\$ _____
Line 17. Total Equipment Costs		\$ _____
Line 18. PART II TOTAL - Subcontractor's L, M & E Costs (Lines 12, 16 and 17)		\$ _____

PART III - TOTAL CONTRACTOR'S PROFIT (_____% X Part I Total) \$ _____

PART IV - TOTAL CONTRACTOR'S MARKUP ON SUBCONTRACTOR (_____% X Part II Total) \$ _____

PART V - SUBTOTAL C.O. PROPOSAL (Parts I and II and III and IV) \$ _____

PART VI - CONTRACTOR'S BOND COST (_____% X Part V) \$ _____

PART VII - GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of Totals: Parts V and VI) \$ _____

PART VIII - CONTRACT TIME COMPLETION DATE (IS) (IS NOT) EXTENDED _____ CALENDAR DAYS AS A RESULT OF THIS PROPOSAL.

CONTRACTORS 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, to the best of my knowledge and belief, are accurate, complete and current as of _____, 19____.

Firm: _____

Name & Title: _____

Signature: _____

*Date: _____

ARCHITECT/ENGINEERS 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: _____

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

AUTHORITY FOR INSTITUTION OR AGENCY:

_____ Date _____

DIVISION OF PURCHASING

State Buildings and Real Estate Programs

_____ 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** which 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 (Also Line 9, Part II): Fill in subtotal of direct labor costs which includes base rates plus applicable fringe benefits. On Contractor's (or sub's) letterhead show costs as follows:

Trade	Rate	X	Hours	=	Extended Costs	
_____	\$ _____	X	_____	=	\$ _____	
_____	\$ _____	X	_____	=	\$ _____	
Direct Labor Costs					=	\$ _____

Line 2. Labor Overhead (Payroll Taxes and Insurance) (Also Line 10, Part II): Fill in as a percentage of Line 1 (or line 10 of Part II as applicable).

Line 3. Total Labor Costs: Fill in Total of Lines 1 and 2.

Line 4. Direct Materials Cost (Also Line 13, Part II) (Supported by quotes or invoices) Fill in subtotal of direct materials costs. On letterhead show direct materials costs as follows:

Materials	Units	X	Unit Cost	=	Extended Cost	
_____	\$ _____	X	_____	=	\$ _____	
_____	\$ _____	X	_____	=	\$ _____	
Direct Materials Costs					=	\$ _____

Line 5. Materials Overhead (Also Line 14, Part II): Fill in as percentage cost of Line 4 (Also Line 13, Part II). Overhead costs include delivery, handling, insurance costs, etc.)

Line 6. Total Materials (Also line 16, Part II): Fill in total of lines 4 and 5 (Also lines 13, 14, and 15, Part II as applicable.)

Line 7. Total Equipment Costs (Also Line 17, Part II as applicable): Fill in total equipment costs including indirect overhead costs in hourly rate - except indirect labor costs. On letterhead show total equipment costs as follows:

Description	Rate	X	Hours	=	Extended Cost	
_____	\$ _____	X	_____	=	\$ _____	
_____	\$ _____	X	_____	=	\$ _____	
Total Equipment Cost					=	\$ _____

Line 8. Total Contractor's Labor, Materials & Equipment (LM & E) Costs (Also Line 18, Part II): Add Lines 3, 6 and 7 of Part I (Also lines 12, 16 and 17 of Part II as applicable).

PART II - WORK PERFORMED BY SUBCONTRACTOR:

Line 9. See Instructions under line 1.

Line 10. See Instructions under line 2.

Line 11. Subcontractor's Profit: Fill in as a percentage cost of Line 9.

Line 12. Total Subcontractor's Labor Cost: Fill in Total of Lines 9, 10 and 11.

Line 13. See Instructions under line 4.

Line 14. See Instructions under line 5.

Line 15. Subcontractor's Profit: Fill in as a percentage cost of Line 13.

Line 16. See Instructions under line 6.

Line 17. See Instructions under line 7.

Line 18. Total Subcontractor's Labor, Materials and Equipment Costs: See Instructions under line 8.

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 for final action.
- D. State Buildings Programs reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and, if in order, signs and dates the proposal.

**STATE OF COLORADO
CONTRACT ROUTING / DOCUMENTATION FORM**

SECTION 1 CONTRACT INFORMATION / ENCUMBRANCE REQUEST

AGENCY NAME			COFRS AGENCY ID (ALPHA)			DIVISION OR PROGRAM (for contract review and billing purposes)		
ROUTING NUMBER	(Fiscal Year)	(Contract Number)	(Optional)	AMENDS ROUTING NUMBER			NUMBER OF COPIES ATTACHED	
RETURN CONTRACT TO				PHONE		FAX		
AGENCY / DIVISION PROGRAM CONTACT						PHONE		
AGENCY ENCUMBRANCE CONTACT				PHONE		FAX		

CONTRACT INFORMATION

Statewide Master Contract Log (SMCL) Type _____ Multi-Year Contract Yes No

Delegated Contract Non-Delegated Contract MYC End Date _____

Original Contract Amendment Change/Order Supplement Lease

Vendor Name (As Entered on Vendor File) _____ Vendor Code _____

Contract Encumbrance Amount \$ _____

If Amendment, Change Order, or Supplement, is this an... Increase OR Decrease

Appropriation Information: Long Bill Special Bill State Fiscal Year _____ Bill Number _____

Comments: _____
(For DOAC use only)

SECTION 2 METHOD OF PROCUREMENT

Formal RFP Informal RFP Sealed Bid RFP/Bid Number _____

Sole Source Emergency Special Circumstance _____

Refer to Pre-Approved Justification Attached Other (Identify) _____

Approval is dependent upon adherence to State Procurement Rules. Failure to reference the RFP/Bid number or to include a pre-approved justification for Sole Source, Emergency, or Special Circumstance procurement will cause delays in obtaining a contract approval.

SECTION 3 ROUTING SEQUENCE

Agency Release Date _____ Signature _____

	DATE RECEIVED	SIGNATURE	DATE FORWARDED	SIGNATURE
DIVISION OF PURCHASING				
RETURNED TO DIVISION OF PURCHASING				
DEPARTMENT OF ADMINISTRATION				
DEPARTMENT OF PERSONNEL				
RETURNED TO DEPARTMENT OF PERSONNEL				
STATE BUILDINGS DIVISION				
ATTORNEY GENERAL				
RETURNED TO THE ATTORNEY GENERAL				
DIVISION OF ACCOUNTS AND CONTROL				
RETURNED TO ACCOUNTS AND CONTROL				
AGENCY				
OTHER				

NOTE: Contracts must be in compliance with the State Controller's Fiscal Rules (Chapter 3); the Colorado Procurement code and rules, and the Department of Personnel Statutes and rules. The above routing blocks must indicate the numeric routing sequence for the attached contract. The Agency Release Date and Signature are to be completed by the agency representative initiating the CONTRACT/ROUTING DOCUMENTATION FORM.

ORIGINAL CONTRACTS and AMENDMENTS: ATTACH the white and yellow copies to the contract or amendment being routed. SEND the goldenrod copy to the agency accounting office. RETAIN the pink copy for your records.

**EMERGENCY FIELD CHANGE ORDERS
AS PER C.R.S. 24-30-1303(1)(S)(IV) AND (V)**

1. Emergency Field Change Orders should not be issued except in case of emergency, that is, a threat to life or property, or the likelihood that the delays in processing a normal change order will result in substantial delays and/or significant cost increases on the project.
2. The maximum amount for individual Emergency Field Change Orders may not exceed \$25,000, or 50% of the change order contingency, whichever is less. The cumulative ceiling may not exceed the amount identified on the project SC 4.1. The agency is not authorized to exceed by issuance of any change orders the amount specified on the SC 4.1. The individual and cumulative maximum amounts will be specified in the last sentence of the Emergency Field Change Order Supplementary General Condition. Any increase in the ceiling amount for field orders – above the \$25,000/\$100,000 amounts in the model clause – must be approved by the State Controller and the Director of State Buildings Programs.
3. State Buildings Programs will be furnished copies of all Emergency Field Change Orders and the final Change Order when the changed work is priced and final adjustments have been made to the contract price and schedule.
4. The amount of the cumulative ceiling will be encumbered at the time of contract execution. Change orders will be promptly executed and routed for approval to finalize any outstanding Emergency Field Change Orders. Change Order files will include a copy of the Emergency Field Change Order when Change Orders are routed for approval. Amounts not committed through issuance of Emergency Field Change Orders at the expiration of the funds availability period will be treated the same as other contingencies not committed prior to reversion of funds. Also, amounts not committed through issuance of Emergency Field Change Orders may be incorporated back into the change order contingency.
5. The following Special Supplementary General Condition clause must be included in the contract documents:

Special Supplementary General Condition

Emergency Field Change Orders. General Conditions, Article 15, is amended with the addition of the following paragraph:

Changes in the work within the scope of this Article may be directed through issuance of an Emergency Field Change Order by the Principal Representative (or a designee appointed in writing), and approved by the Director of State Buildings Program or his delegate. The change shall be directed using a State Change Order form, modified with the words “Emergency Field Change Order” at the top. 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 NTE (not to exceed) amount for the schedule adjustment

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and adjustment to contract value, which "not to exceed" 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 or inefficiencies 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 a proposal for adjustment within seven (7) days of issuance, except as otherwise permitted by the State. Final adjustment of contract amount and time for completion will be done using standard State Change Order procedures. 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, without amendment of this contract.

THE GENERAL CONDITIONS OF THE CONTRACT

State Form SC-6.23
Issued--Sept. 1, 1965 (Rev. 12/95)



395-61-09-6239

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STATE OF COLORADO

General Conditions of Contract

ARTICLE 1. DEFINITIONS

A. CONTRACT DOCUMENTS. The Contract Documents consist of:

- (a) Agreement;
- (b) Performance and Payment Bonds;
- (c) Builder's Risk Insurance Policy;
- (d) Liability and Workmen's Compensation Certificates of Insurance;
- (e) Notice to Proceed;
- (f) General and Supplementary General Conditions of the Contract;
- (g) Detailed Specification Requirements, including all addenda issued prior to the opening of the bids;
- (h) Drawings, including all addenda issued prior to the opening of the bids;
- (i) Notice of Acceptance;
- (j) Notice of Contractor's Settlement

B. PROCEDURAL DOCUMENTS. The Procedural Documents consist of:

- (a) Advertisement for Bids;
- (b) Information for Bidders;
- (c) Proposal;
- (d) Bid Bond;
- (e) Notice of Award

Note: Any changes or modifications of the printed state forms, including General Conditions of the Contract, shall not be deemed valid unless issued in the form of Supplementary General Conditions and approved by the Principal Representative and State Buildings Programs.

C. WORDS AND TERMS USED.

- (a) **PRINCIPAL REPRESENTATIVE.** The term "Principal Representative" as defined in Title 24, Article 37-104(2), CRS 1973, as amended, shall mean: "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 shall be specifically identified in the Contract Documents.
- (b) **CONTRACTOR.** The word "Contractor" shall mean the Person, Partnership or Corporation entering into a Contract with the State of Colorado acting by and through the Principal Representative.
- (c) **SUBCONTRACTOR.** The term "Subcontractor" shall mean a person, firm or corporation supplying labor and materials, or only labor, for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (d) **ARCHITECT/ENGINEER.** The term "Architect/Engineer" shall mean either the Principal Architect or the Principal Engineer under contract to the State of Colorado for the project identified in the Contract Documents.

ARTICLE 1. DEFINITIONS (continued)

- (e) STATE BUILDINGS PROGRAMS. The term "State Buildings Programs" shall mean a division of the executive department of State government responsible for review and coordination of plans, contractual procedures, construction, inspection and maintenance 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.
- (f) AGREEMENT. The word "Agreement" shall be considered to be the written Agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the work and payment therefor.
- (g) 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.
- (h) SHOP DRAWINGS. The term "Show Drawings" shall mean any and all detailed drawings prepared and submitted by vendors or manufacturers or manufacturers providing the products and equipment so specified on the contract drawings or so called for in the specifications.
- (i) COLORADO LABOR. The term "Colorado Labor" shall be defined as provided in Title 8-17-101, et seq., C.R.S. 1973, as amended.
- (j) WORK. The term "Work" shall mean labor or materials, or both.
- (k) 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 defined.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

- (a) Execute the Agreement;
- (b) Furnish fully executed Performance and Payment Bonds;
- (c) Furnish the requisite Insurance Policy and Certificates of Insurance.

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 materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

It is intended that work shall not be supplied when said work is not shown under any heading, section, branch, class or trade of the Specifications; unless such work is shown on drawings or is reasonably inferable therefrom as being necessary to produce the intended results.

If there by conflicting variance between the drawings and the specifications, the requirements of the specifications shall control unless the Architect/Engineer directs otherwise in writing.

ARTICLE 3. DETAIL DRAWINGS AND INSTRUCTIONS

- A. DETAIL DRAWINGS.** The Architect/Engineer shall furnish with reasonable promptness, additional instructions, 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, true developments thereof, and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

The Contractor and the Architect/Engineer, if either so requests, shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required, and the Architect/Engineer shall furnish them in accordance with that schedule. Under like conditions, a schedule shall be prepared, fixing the dates for the submission of show drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.

- B. INSTRUCTIONS--SCHEDULE OF VALUES.** Before filing application for his first payment, the Contractor, using forms supplied by the Principal Representative, shall submit to the Architect/Engineer an State Buildings Programs, for approval, a complete, itemized Schedule of Values of the various parts of the work, aggregating the total contract price. The total cost of each item shall be broken down into:

- (a) MATERIAL, which shall include the cost of material actually built into the project plus any local sales tax paid thereon; and

(b) LABOR AND OTHER COSTS. The cost of subcontracts shall be incorporated in the Contractor's Schedule of Values similarly broken down. This schedule, when approved, will be used in preparing Contractor's Application for Payment on State Form SC-7.2.

C. INSTRUCTIONS--PROGRESS CHARTS. The Contractor shall submit to the Architect/Engineer, State Buildings Programs and the Principal Representative within twenty-one (21) calendar days after the date of the Notice to Proceed, on a form provided by State Buildings Programs, an overall timetable of the construction schedule for the project. This timetable shall start with the date of the Notice to Proceed, and the completion time shall be the time specified in the Agreement.

The timetable shall portray fully a schedule representing the various elements in the schedule of values. The time shown between the starting and completion dates of the various elements within the schedule of values shall represent one hundred per cent (100%) completion of each element.

In addition, the Contractor shall submit monthly progress charts. These charts shall reflect the schedule of values and the Contractor's "work in place" progress.

ARTICLE 4. COPIES FURNISHED

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

ARTICLE 5. SHOP DRAWINGS

The Contractor shall check and verify all field measurements and shall approve and submit to the Architect/Engineer with such promptness as to cause no delay in his own work or in that of any other Contractor, four (4) copies of all shop or setting drawings and schedules required for the work of the various trades or by the technical sections of the specifications. All drawings shall contain identifying nomenclature and each submittal shall be accompanied with a letter of transmittal, in duplicate, identifying in detail all enclosures.

The Architect/Engineer shall, with reasonable promptness, check the shop drawings to determine whether drawings and specifications have been properly interpreted and design requirements fulfilled. All corrections to the drawings shall be clearly noted and returned to the Contractor for any corrections required by the Architect/Engineer. The Contractor shall then file with the Architect/Engineer two (2) complete sets of the corrected drawings and furnish such other copies as may be needed. Fabrication shall be started by the Contractor only after receiving approved shop drawings from the Architect/Engineer. Work which is improperly fabricated, whether through incorrect shop drawings, faulty workmanship or materials, will not be acceptable.

The approval of the Architect/Engineer of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the attention of the Architect/Engineer to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

ARTICLE 6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep on the job site one copy of all drawings and specifications for the work, in good order, available to the Architect/Engineer and representatives of the State.

ARTICLE 7. 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, all drawings and specifications, except the signed sets of Contract Documents are to be returned to the Architect/Engineer, at his request.

ARTICLE 8. SAMPLES AND TESTING

A. SAMPLES. The Contractor shall furnish for approval, with such promptness as to cause no delay in his 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, only for conformance with the design concept of the Project and for compliance with the information 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. The Contractor shall not use any materials or equipment represented by samples until tests, if

required, have been made and the materials or equipment found to be acceptable. Any product which becomes unfit for use after approval thereof shall not be incorporated into the work.

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, 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 (A.S.T.M.).

- C. TESTING--CONCRETE.** Unless amended by a Supplementary General Condition, the testing of concrete shall be at the expense of the Contractor. One copy of each and every such test shall be filed with State Buildings Programs.

ARTICLE 9. MATERIALS, APPLIANCES, 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 of good and uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

ARTICLE 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He 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.

ARTICLE 11. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

- A. SURVEYS.** The Principal Representative shall furnish all surveys, property lines and bench marks 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. 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**
- (a) **REFUND OF SALES AND USE TAXES.** The Contractor shall pay all local sales tax required to be paid, shall maintain such records in respect to his work, which shall be separate and distinct from all other records maintained by the Contractor. 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.
- The Contractor shall require each of his subcontractors to pay all local sales taxes required to be paid and to maintain such 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 subcontractor, a certificate or certificates of exemption per Title 39-26-114 and 203, CRS 1973.
- (b) **FEDERAL TAXES.** The Contractor shall exclude the amount of any applicable Federal excise or manufacturers' taxes from his proposal. The Principal Representative will furnish the Contractor, on his request, the necessary exemption certificates to aid the Contractor in the recovery of any such Federal taxes paid by the Contractor for materials and equipment built into the structures of this project, or to support the Contractor's failure to pay such taxes, as the case may be
- 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 and specified. If the

Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect/Engineer, he shall bear all costs arising therefrom.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work and materials, protect the property from injury or loss arising in connection with the 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 as may be:

- (a) Directly due to errors in the Contract Documents;
- (b) Caused by agents or employees of the Principal Representative;
- (c) Due to causes beyond the Contractor's control and not to his fault or negligence.

The Contractor shall take all necessary precautions for the safety of employees on the work, 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 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 workmen 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 shall designate a responsible member of his organization on the work, 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 construction 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 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 to assure the safe passage of pedestrians and automobiles.

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 discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement for extra compensation.

ARTICLE 13. ACCESS TO WORK AND INSPECTION

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 inspection of the work.

The Architect/Engineer is, in the first instance, the judge of the performance of the Contract as it relates to compliance with drawings and specifications, quality of workmanship and material.

The Architect/Engineer under the terms of his Agreement with the State of Colorado has agreed that he, his structural, mechanical and electrical engineers will make, and the Contractor has the right to expect, periodic visits to the site to generally monitor 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.

Specifically, the Architect/Engineer has agreed to monitor for contract compliance the following:

- (a) Shop drawings;
- (b) Bearing surfaces of excavations before concrete is poured;
- (c) Reinforcing steel after installation and before concrete is poured;

- (d) Structural concrete;
- (e) Laboratory reports on all concrete;
- (f) Structural steel during and after erection and prior to its being covered or enclosed;
- (g) Mechanical work following its installation and prior to its being covered or enclosed;
- (h) Electrical work following its installation and prior to its being covered or enclosed;

If any work should be covered up without approval or consent of the Architect/Engineer, it must, if required, be uncovered for examination, at the Contractor's expense. Re-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 re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he 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, with the right to reimbursement from such other Contractor.

If the Specifications, the Architect/Engineer's instructions, laws, ordinances or 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 secure by the Contractor.

ARTICLE 14. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer. The superintendent shall not be changed except with the consent of the Architect/Engineer. The superintendent shall not be changed except with the consent of the Architect/Engineer, unless, the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to h shall be as binding as if given to the Contractor. Directions shall be confirmed in writing to the Contractor.

The Contractor shall be given efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the Architect/Engineer any error, inconsistency or omission which he may discover, but he shall not be liable to the Principal Representative for any damage resulting from any errors or deficiencies in the Contract Documents or other instructions by the Architect/Engineer.

The superintendent shall see that the work is carried out in accordance with the Contract Documents and in a 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 such Contractor's work. He shall layout the 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 15. CHANGES IN THE WORK

The Principal Representative, without invalidating the Contract, and with the approval of State Buildings Programs and the State Controller, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that **any claim for extension of time caused thereby** shall be adjusted by change order at the time of ordering such change.

The Architect/Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change in the Contract Documents shall be made unless by a written change order, approved by the Principal Representative, State Buildings Programs, and the State Controller. No claim for any change to the Contract sum shall be valid unless so ordered.

The value of any extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump-sum;
- (b) By unit prices named in the Contract or subsequently agreed upon;
- (c) By actual cost plus a fixed fee, or percentage, the latter agreed upon prior to starting the extra or changed work.

Changed work shall be adjusted and considered separately for the work either added or omitted. The amount of adjustment for work omitted shall be estimated at the time it is authorized, and the agreed adjustment will be deducted from the subsequent monthly estimates.

The Contractor shall keep and present a correct account of the several items of cost, together with vouchers, on State Change Order Form SC-6.31. This requirement applies equally to work done by subcontractors.

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

ARTICLE 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, by drawings, or otherwise, involve extra cost under this Contract, he shall give the Architect/Engineer and the Principal Representative written Notice thereof within a reasonable time after the receipt of such instructions. In any event, before proceeding to execute the work, except in an emergency endangering life or property, the procedure shall be as provided for under Change in the Work. No such claim shall be valid unless so made.

In all such cases, the Contractor shall keep a correct account of the extra cost, in such form as the Architect/Engineer may direct, and shall present such account, supported by receipts. The Principal Representative shall be entitled to reject any claim for extra cost whenever the foregoing procedure is not followed.

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 solely with reference to the additional work, if any, required by the change, at or prior to the time of making the change.

ARTICLE 17. DIFFERING SITE CONDITIONS

- (a) The Contractor shall promptly, and before such conditions are disturbed, notify the Principal Representative in writing of:
 - (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
 - (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 this Contract. The Principal Representative shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's costs of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- (b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the State.
- (c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE 18. 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, an equitable deduction from the Contract price may be authorized by change order.

ARTICLE 19. DELAYS AND EXTENSIONS OF TIME

If the Contractor be 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 of either, or by any separately employed Contractor, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, the time of completion of the work shall be extended for a period equal to such portion of the period of delays as the Contractor shall be able to show he could not have avoided by the exercise of due diligence.

The Contractor shall advise, in writing, the Architect/Engineer and the Principal Representative within three (3) days from the beginning of the delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

If no schedule is prepared fixing the dates on which the various detail drawings and instructions will be needed, no extension of time will be allowed for failure to furnish such drawings or instructions as needed, except in respect of that part of any delay in furnishing drawings or instructions extending beyond

a period of two (2) weeks after written demand for such 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 the delay directly caused by failure to furnish drawings or instructions pursuant to schedule, or such two (2) weeks' demand.

This article does not preclude the recovery of damages for delay by other party under other provisions in the Contract Documents.

ARTICLE 20. CORRECTION OF WORK BEFORE ACCEPTANCE

The Contractor shall promptly remove from the premises all materials condemned by written Notice from the Architect/Engineer or the Principal Representative as failing to conform to the Contract Documents, 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 work in accordance with the Contract without expense to the Principal Representative, and shall also bear the expense of making good all work or other contractors destroyed or damaged by the removal or replacement of such defective material or work.

If the Contractor does not remove such condemned work or material within a reasonable time, the Principal Representative may remove them and may store the material at the Contractor's expense. If the Contractor does not pay the expense of such removal and withdraw the stored materials 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.

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 questions 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.

ARTICLE 21. CORRECTION OF WORK AFTER ACCEPTANCE

Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of Notice of Acceptance. The Principal Representative shall give notice of observed defects with reasonable promptness. Such notice shall be in writing to the Architect/Engineer and the Principal Representative.

ARTICLE 22. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

- A. STATE'S RIGHT TO DO THE WORK.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Principal Representative, after seven (7) days' written Notice to the Contractor and the Surety may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor.
- B. TEMPORARY SUSPENSION OF WORK.** The State, acting 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 he or they may deem necessary due to:
- (a) Unsuitable weather;
 - (b) Faulty workmanship;
 - (c) Improper superintendence;
 - (d) Contractor's failure to carry out order or to perform any provision of the Contract Documents;
 - (e) 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 shall take every precaution to prevent damage to or deterioration of the work, provide suitable drainage and erect temporary structures, where necessary.

Such Notice of Suspension of work shall be in writing and the Contractor shall again proceed with the work when so notified in writing.

- C. DELAY DAMAGES.** The Principal Representative and the State of Colorado shall not 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 when such hindrance or delay is caused by the architect or other contractor. The Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of such a claim only when the hindrance or delay is caused by the negligent or wrongful act of the Principal Representative or State of Colorado. In such event, the Contractor must submit its claim for extra costs within seven (7) days after the occurrence of the event giving rise thereto, or such claim is waived.

ARTICLE 23. STATE'S RIGHTS TO TERMINATE CONTRACT

- A. GENERAL.** If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he 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 his performance and payment bonds, stating his intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his right to exercise such remedy. In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after service 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 a certificate from the Architect/Engineer that sufficient cause exist to justify such action.
- B. CONDITIONS AND PROCEDURES**
- (a) 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 Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety, does not commence performance of the Contract within ten (10) days after service 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 shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his 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 Surety shall pay the difference to the Principal Representative.
- (b) The Principal Representative may take control of the work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the Principal Representative deems advisable. In such event, the Principal Representative shall be entitled to collect from the Contractor and his 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.
- (c) The Principal Representative may require the Surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good, with due diligence. 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 upon termination of the services of the Contractor or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern in respect of the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this Article as to the right of the Principal Representative to do the work or to take control of the work.

ARTICLE 24. TERMINATION FOR CONVENIENCE OF STATE

- (a) 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 Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- (b) After receipt of the Notice of Termination, the Contractor shall cancel his 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 his 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 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.
- (c) The Contractor shall submit his termination claim to the Principal Representative promptly after receipt of a Notice of Termination, but in no event later than one year 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 one year period or authorized extension thereof. Upon failure of the Contractor to submit his 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.
- (d) Costs claimed, agreed to, or determined pursuant to (c) above and (e) below shall be in accordance with the provisions of CHAPTER 7 (COST PRINCIPLES) of the Colorado Procurement Rules as in effect on the date of this Contract.
- (e) Subject to the provisions of paragraph (c) above, 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 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 his 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.
- (f) 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.
- (g) The Contractor agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, direct 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:
 - (1) completed or partially completed plans, drawings and information; and
 - (2) 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.

- (h) Any disputes as to questions of fact which may arise hereunder shall be subject to the provisions of ARTICLE 109 (REMEDIES) of the Colorado Procurement Code.

ARTICLE 25. CONTRACTOR'S RIGHT TO STOP WORK 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 not 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 any certificate for payment within ten (10) days after it is due, or if the Principal Representative shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Architect/Engineer, then the Contractor may on seven (7) days' written Notice to the Principal Representative and the Architect/Engineer stop work and given written Notice of intention to terminate this Contract. If the Principal Representative shall thereafter fail to pay the Contractor within seven (7) days after receipt of such Notice, then the Contractor may terminate the Contract and recover from the Principal Representative payment for all work executed, any losses sustained upon any plant or materials, and a reasonable profit.

ARTICLE 26. APPLICATIONS FOR PAYMENTS

At least ten (10) days before each payment falls due, the Contractor shall submit to the Architect/Engineer, on State forms, an itemized application for payment, supported to the extent required by the Architect/Engineer by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payments at the Architect/Engineer 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, including applicable insurance. All estimates, except the final estimate, and the payments thereunder, shall be subject to correction in the next estimate rendered following the discovery of any error.

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 estimate shall be withheld until fifty percent (50%) of the work required by the Contract has been performed. Thereafter, the remaining estimates shall be paid without retaining additional funds, 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 Title 24-91-101 through 110, CRS, and shall be retained until the Contract is completed satisfactorily and finally accepted.

ARTICLE 27. CERTIFICATES FOR PAYMENTS

State Form SC-7.2 shall be used as a Certificate of Contractor's Application for Payment.

ARTICLE 28. 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 estimate on account of:

- (a) Defective work not remedied;
- (b) Claims filed or reasonable evidence indicating probable filing of claims;
- (c) Failure of the Contractor to make payments to subcontractors or for material or labor;
- (d) A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
- (e) Damage to another Contractor;
- (f) Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations;

- (g) Failure to submit a monthly progress chart;
- (h) Failure of the Contractor to keep his work progressing in accordance with his time schedule;
- (i) Failure to keep a superintendent on the work;
- (j) Unauthorized deviations by the Contractor from the Contract Documents.

When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld on such grounds.

ARTICLE 29. LIABILITY INSURANCE

The Contractor shall procure and maintain Comprehensive General Public Liability and Property Damage Insurance as hereinafter specified, at his own expense, during the life of this Contract. This insurance shall include a provision preventing cancellation without sixty (60) days' prior Notice by certified mail. A completed Certificate of Insurance, State Form SC-6.222, shall be filed with State Buildings Programs within ten (10) days after the date of the Notice of Award.

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 his Contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

Using the Limits of Liability set forth on the Certificate of Insurance, State Form SC-6.222, and included in the Contract Documents, all such insurance shall be written with a limit of liability not less than the amount shown for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one occurrence; a limit of liability not less than the amount shown for any such damages sustained by two or more persons in any one occurrence; a limit of liability not less than the amount shown for all damages arising out of injury or destruction of property in any one occurrence. All such insurance shall be written on a Comprehensive Form of Policy.

In the event any of the hazards shall be written 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 or power transmitting equipment;"
- "(c) The collapse 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 or any building or structure, or removal or rebuilding of any structural support thereof;"
 Injury to or destruction of wires, conduits, pipes, mains, sewers or otherwise 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 therefrom."

ARTICLE 30. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall procure and maintain Workmen's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his employees. This insurance, if issued by a private carrier, shall contain the same sixty (60) days' Notice of Cancellation as required in Article 29 for the Comprehensive Liability Insurance.

Evidence of such insurance shall be by the issuance of either a Certificate by the State Compensation Insurance Fund or, if issued by a private carrier, the completion of Certificate of Insurance, State Form SC-6.222, and such Certificate shall be filed with the State Buildings Division. 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 to him Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he 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 Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

ARTICLE 31. BUILDER'S RISK INSURANCE

The Contractor shall effect and maintain, at his own expense, during the life of this Contract, Builder's Risk Completed Value fire insurance in the dollar amount of the total project for which the work of this Contract is to be done, insuring against loss or damage caused by fire, malicious mischief, vandalism and the hazards insured against in the standard extended coverage provisions used in the State of Colorado.

Such Builder's Risk Policy shall contain a "Waiver of Subrogation" by the insurer 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. Such policy may have a deductible clause by not to exceed one thousand dollars (\$1,000).

Such Insurance Policy shall be filed with State Buildings Programs within ten (10) days after day of Notice of Award. The Insurance shall include a provision preventing cancellation without sixty (60) days' prior Notice in writing by certified mail.

The Insurance shall remain in effect until the Date of Notice specified on the Notice of Acceptance, State Form SC-6.27, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project. Such Insurance shall be in an amount equal to the aggregate total insurable value of the construction contract entered into with permissible deductions of the cost of excavations, foundations below the lowest basement floor, underground construction, underground pipes, underground wiring, sidewalks, driveways, curbs and gutters, street improvements and fences. Upon request, the amount of such fire 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, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his share of the insurance in the same 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 subcontractors as their interests may appear, but the loss, if any, shall be payable to the State Controller, as Trustee.

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 on rebuilding or repairing the destroyed or injured work.

ARTICLE 32. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on approved State forms, executed by a corporate Surety licensed to transact such business in the State of Colorado and in full amount of the contract price. The expense of these bonds shall be borne by the Contractor and the bonds filed with State Buildings Programs.

If, at any time, a Surety on such a bond becomes Irresponsible or loses his 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.

ARTICLE 33. DAMAGES

If either party to this Contract shall suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage, provided, the Principal Representative shall be responsible for and at his option insure against loss of use of any of his existing property, due to fire or otherwise, however caused.

Claims 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 as expressly stipulated otherwise in the case of faulty work or materials.

ARTICLE 34. LIENS

Colorado Statutes do not provide for any right of lien against public buildings. In lieu thereof, Title 3826-107, Colorado Revised Statutes, as amended, 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 to stop payment to the Contractor in the amount of such claims.

ARTICLE 35. ASSIGNMENT

The Contractor shall not assign the whole or any part of this Contract as any moneys due or to become due hereunder without the written consent of the State Controller and Principal Representative. No assignment without said prior approval shall be valid. 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.

ARTICLE 36. 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 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 any judgment against the Principal Representative arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Principal Representative.

ARTICLE 37. SEPARATE CONTRACTS

The Principal Representative reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall property connect and coordinate his 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 contractors work as fit and proper for the reception of his work, except as to defects which may develop In the other contractor's work after the execution of his work.

To Insure the proper execution of his 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 38. SUBCONTRACTS

The Contractor shall, within ten (1 0) days after the Date of Notice on the Notice of Award, submit to the Architect/Engineer, the Principal Representative and State Buildings Programs a complete list of his subcontractors on a schedule prepared by the Architect/Engineer for such submittal.

The Contractor shall not employ any subcontractor that the Architect/Engineer, within fifteen (1 5) days after the Date of Notice on the Notice of Award, objects to In writing, as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Programs.

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

ARTICLE 39. 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, unless specially noted to the contrary.

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 40. ARCHITECT/ENGINEER'S STATUS

The Architect/Engineer Is the agent of the Principal Representative as provided in the Contract Documents and his Agreement.

In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable and reputable 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 41. ARCHITECT/ENGINEER'S DECISIONS

The Architect/Engineer shall, within a reasonable time, make decisions on all mater's relating to the execution and progress of the work or the Interpretation of the Contract Documents.

ARTICLE 42. ARBITRATION

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Contract. Any provision of this Contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not Invalidate the remainder of this Contract to the extent that the Contract is capable of execution.

ARTICLE 43. USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances and permits. The Contractor shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce the Architect/Engineer's Instructions regarding signs, advertisements, fires and smoking.

ARTICLE 44. CUTTING, PATCHING

The Contractor shall do all cutting, fitting or patching of his 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 Implied by, the Drawings and Specifications for the complete structure, and he shall make good after them as the Architect/Engineer may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

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 45. CLEANING UP

The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by his employees or work, and at the completion of his work he shall remove all such surplus material, waste material, dirt, and rubbish, as well as all his tools, equipment and scaffolding, and shall leave his work clean and spotless, unless more exact requirements are specified. In case of dispute, the State of Colorado, acting by and through the Principal Representative, may remove all such items and charge the cost of such removal to the Contractor or contractors involved.

At the completion of his work, the Contractor shall remove all spots from the floors, walls, ceilings, windows and doors, and where necessary refit windows, doors and cabinet work. He shall also clean all window glass and all plumbing fixtures. The Contractor shall make such minor repairs and alterations In respect to his work as may be necessary to make the building ready for occupancy. The Contractor shall replace all broken and scratched glass with new and perfect material.

ARTICLE 46. LABOR AND WAGES

In accordance with laws of Colorado, Title 8-17-1 01 to 103, CRS, 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, the minimum wage rates to be paid on the project will be specified in the Contract Documents.

ARTICLE 47. EQUAL OPPORTUNITY, DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor agrees to comply with the letter and spirit of the Colorado Anti-discrimination Act of 1957, as amended, and other applicable laws respecting discrimination and unfair employment practices (24-34-402, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or subcontracts.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The Contractor will take affirmative action to insure that applicants are employed and that employees during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- (3) The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.
- (4) The Contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (5) A labor organization will not exclude any Individual otherwise qualified from full membership rights in such labor organization, or to expel any such individual from membership in such labor organizations or discriminate against any of its members in the full employment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.
- (6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this Contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this Contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this Contract to be discriminatory.
- (7) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action by April 18, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to a sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance;

provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the sub-contractor or vendor as a result of such direction by the contracting agency, the Contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

ARTICLE 48. PREFERENCE OF BIDDERS, MATERIALS AND EQUIPMENT

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado which read substantially as follows:

- (a) "Preference is hereby given to Colorado labor and to supplies, materials and provisions produced, manufactured or grown in Colorado, quality being equal to articles offered by competitors outside of the State." (Title B-18-101 to 103, CRS, as amended).
- (b) "A resident bidder shall be allowed a preference against a non-residential bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident (Title 8-19-101 to 103, CRS, as amended).

ARTICLE 49. 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 as ESSENTIAL CONDITIONS of this Contract; and It is further understood and agreed that the work embraced in this Contract shall be commenced in the time to be specified in the Notice to Proceed.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work the new time limit fixed by such extension shall be of the essence of this Contract.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the parties hereto, that the stipulated time for the completion of the work described herein is a reasonable time for the 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 said Contractor shall neglect, fail or refuse to complete the work within the time specified in the Agreement, such failure shall constitute a breach of the Contract and the State of Colorado, acting by and through the Principal Representative shall be entitled to liquidated damages if and as specified in the Supplementary General Conditions of the Contract Documents.

ARTICLE 50. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

- A. NOTICE OF COMPLETION.** When the work is complete and ready for final inspection, the Contractor shall file a written Notice with the Architect/Engineer that the work, in the opinion of the Contractor, is complete under the terms of the Contract.
- B. FINAL INSPECTION.** Within ten (10) days after the Contractor files written Notice that the work is complete, the Architect/Engineer, the Principal Representative, and the Contractor shall make a "final inspection" of the project to determine whether the work has been completed in accordance with the Contract Documents (State Buildings Programs to be notified of inspection). A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:
 - (a) Work to be completed, if any;
 - (b) Work not in compliance with the drawings or specifications, if any;
 - (c) Unsatisfactory work for any reason, if any.The required number of copies of the 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.
- C. NOTICE OF ACCEPTANCE.** The Notice of Acceptance shall establish the completion date of the project.
- D. SETTLEMENT.** 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 Contractors Settlement published. If the work shall be substantially completed, but final 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 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 advertise, the Contractor shall:

1. Deliver to the Architect/Engineer:
 - (a) All guaranties and warranties;
 - (b) All statements to support local sales tax refunds;
 - (c) Three (3) complete bound sets of required operating maintenance instructions; and
 - (d) One (1) set of drawings showing all job changes.
2. Demonstrate to the operating personnel of the Principal Representative:
 - (a) 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.

On the date of final settlement thus advertised, and after the Contractor has submitted a written notice to the Architect/Engineer that no claims have been filed, 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 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 duly authorized agent or assignee. 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 Contractors 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 State Controller shall release to the Contractor all monies as are not the subject of such action at law.

ARTICLE 51. WARRANTIES AND GUARANTIES

The Contractor shall guaranty his work for a period of one year from the date of the Notice of Acceptance.

In case of work performed for which 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 warranties, as such, do not in any way lessen the Contractor's responsibilities under his contract. Whenever guaranties or warranties are required by the specifications for a longer period than one year, such longer period shall govern.

ARTICLE 52. GUARANTY INSPECTIONS AFTER COMPLETION

The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two complete inspections of the work after the work as been accepted. One such inspection, the "six-month Guaranty Inspection," shall be made approximately six (6) months after the acceptance of the work; and another such inspection, the "Eleven-Month Guaranty Inspection" shall be made approximately eleven (11) months after the acceptance of the work. The Principal Representative shall schedule and so notify all parties concerned, including State Buildings Programs, of these inspections.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, State Buildings Programs, and all other participants within ten (10) days after the completion of the inspections. 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 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 53. 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 such portions of the work has not expired and even if the work has not been finally accepted. Such possessions 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. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 50A of the General Conditions.

ARTICLE 54. UTILITIES

- A. TEMPORARY UTILITIES.** The Contractor shall provide and pay for the Installation for 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 shall remove all such temporary utilities from the site.
The Contractor shall pay for all consumption of power, light and water used by him 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 to prevent waste.
The cut-off date on permanent meters shall be either the agreed date of occupancy or the date of final acceptance of the project, whichever shall be the earlier date.
- 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 55. SANITARY PROVISIONS

The Contractor shall provide and maintain suitable, weathertight, painted, sanitary toilet facilities for any and all workmen engaged on the work, for the entire construction period, and in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances. The Contractor shall keep toilets clean and supplied with accessories at all times, and when toilet facilities are no longer required he 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 toiler facilities provided for herein are soiled at any time, the entire areas so soiled shall be completely removed from the project and rebuilt.

In no event may present toilet facilities of any existing building at the site of the work be used by employees of any Contractor.

ARTICLE 56. TEMPORARY HEAT

The Contractor shall furnish and pay for all temporary heat. The Contractor shall furnish all the labor, facilities and equipment necessary to supply temporary heat and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. The Architect/Engineer shall have supervision of and jurisdiction over the supplying of temporary heat and all his decisions concerning performance of any of the provisions of the Article shall be binding on all parties concerned.

The permanent heating system in whole or In part shall not be used for temporary heat. If the Contractor desires to put the permanent heating system into operation for testing purposes, In whole or In part, he shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that heating system.

Any operation of all or any part of the permanent heating system shall not constitute acceptance of the system, nor shall it relieve the Contractor of his one-year guaranty of the system. The one-year period of said guaranty shall not commence, In any event, until the final acceptance of the entire project.

ARTICLE 57. PROTECTION AGAINST WEATHER

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. At the end of the work day, all new work likely to be damaged shall be covered or otherwise protected as required.

Wet work shall not be performed when temperature is below 40°F or is likely to go below 40°F within the ensuing 48 hours, except when sufficient protective heat is provided and the approval of the Architect/Engineer is obtained in writing.

The Contractor shall provide weathertight storage on substantial floors at least six (6) inches off the ground for all materials requiring protection from the weather.

ARTICLE 58. TEMPORARY OFFICE FACILITIES AT THE SITE

The Contractor shall provide and maintain for the duration of the project a weathertight, well lighted, safely heated building, primarily for his own use and the intermittent use of the Architect/Engineer, representative of the Principal Representative and State Buildings Programs. The Contractor shall also provide telephone service at such office which shall be available for the use of the respective representatives without charge, except for long distance telephone calls.

ARTICLE 59. BENCH MARK AND BATTER BOARDS

A permanent bench mark, approved by the Architect/Engineer, from which all grades are to be taken shall be established near the site of the work by the Contractor. From this bench mark, the Contractor shall ascertain all grades and levels to the building as needed. The drawings of the Architect/Engineer will include all necessary information to establish the bench mark.

The Contractor shall stake out the building, rigidly set the required batter boards and be responsible for their maintenance and continued accuracy.

ARTICLE 60. WORK IN EXISTING BUILDINGS

If the work involves an addition to an existing building, the Contractor shall erect and maintain during the progress of the work, suitable dust-proof partitions to protect such building and the occupants thereof.

If any portions of an existing building are to be remodeled or repaired, such portions shall be adequately partitioned off with dust-proof partitions. All remodeling work shall be scheduled for approval. The various Contractors shall schedule their work jointly, in order that each may accomplish his work within such existing building in an orderly fashion, or in such manner as to permit full use of the building and without impairment of any existing facilities.

ARTICLE 61. UNSUITABLE CONDITIONS

The Contractor shall not work at any time, or permit any work to be done, under any conditions unsuited to its perfect execution, safety and performance. Any cost caused by ill-timed work shall be borne by the Contractor responsible therefor.

ARTICLE 62. SIGN

The Contractor shall erect one sign only at the site to identify the project. The Architect/Engineer will prepare a drawing specifying the nomenclature on the sign. The sign panel shall be 3' x 4' in size and made of 3/4" exterior type plywood, suitably cased at the exposed edges, properly painted and lettered.

The sign shall be placed in a prominent location, properly supported in position and maintained in good condition during the life of the project.

STATE OF COLORADO

INFORMATION FOR BIDDERS

1. **CONTRACTOR QUALIFICATION:** State projects of \$50,000 or more, and under supervision of State Buildings Programs, require the Contractor to be qualified with the Division of Purchasing, State Buildings Programs. Projects under \$50,000 do not require qualification. A Contractor, to be qualified with Colorado State Buildings Programs, must annually file State Form SC-9.1, "Contractor's Statement of Experience," and be qualified at least two (2) working calendar days prior to the date fixed for publicly opening sealed bids. This form can be obtained by writing the Director, State Buildings Programs, at the address shown below. Filing instructions are detailed in the form under INSTRUCTIONS.

NOTE: Vendors / Contractors who are registered with the State of Colorado, General Support Services, Division of Purchasing's Bid Information and Distribution System (BIDS) are eligible to bid on construction projects less than \$50,000 solicited through that system and are not eligible to bid on construction projects that are \$50,000 or greater as publicly advertised unless they qualify with the Colorado State Buildings Programs as stated above.

2. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates. 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:

Director, State Buildings Programs or State Buildings' Delegee
Capitol Life Building
225 East 16th Avenue, Suite 900
Denver, Colorado 80203

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

Project #
Project Name
Name and Address of Bidder
Date of Opening
Time of Opening

3. **INCONSISTENCIES AND OMISSIONS:** Any seeming inconsistencies, or any matter seeming to require explanation, must be inquired into by the bidder at least 72 hours (excluding Sundays and holidays) 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.
4. **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 46 and 47 of the GENERAL CONDITIONS.
5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable Federal excise or manufacturers' taxes and all State sales and use taxes as hereinafter set forth in Article 11.C of the GENERAL CONDITIONS.

6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment which 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) working 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) working calendar days prior to the bid opening date.
7. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) working calendar days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
8. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the specifications for this project require that prices be listed on Appendix A of this Bid as Alternates, the Bidders should note the below Method of Award that is applicable to this bid.
 - A. **DEDUCTIBLE ALTERNATES:** Deductible alternates, if used in determining the lowest responsible bidder, shall be deducted from the base bid of each bidder in the numerical order listed to the extent that the deduction of alternates results in a total within available funds to finance the project.
 - B. **ADDITIVE ALTERNATES:** The lowest responsible bid, taking into account the Colorado resident bidder preference provision of Colorado law, which is hereinafter set forth in Article 48 of the GENERAL CONDITIONS, will be determined by and the contract will be awarded on the base bid plus all additive alternates, to the extent that the addition of alternates results in a sum total within available funds to finance the contract. If this bid exceeds such amount, the right is reserved to reject all bids. Additive alternates will be used in determining the lowest responsible bid within the amount available to finance the contract, added in the numerical order listed. An equal number of alternates shall be added to the base bid of each bidder within funds available to finance the contract for purposes of determining the lowest responsible bidder.
 - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** The lowest responsible bid, taking into account the Colorado resident bidder preference provision of Colorado law, which is hereinafter set forth in Article 48 of the GENERAL CONDITIONS, will be determined by and the contract will be awarded on the base bid plus all additive alternates, to the extent that the addition of alternates results in a sum total within available funds to finance the contract. If this bid exceeds such amount, the right is reserved to reject all bids. Additive alternates will be used in determining the lowest responsible bidder within the amount available to finance the contract, added in the numerical order listed. An equal number of alternates shall be added to the base bid of each bidder within funds available to finance the contract for purposes of determining the lowest responsible bidder.

If this bid exceeds the funds available to finance the contract, the right is reserved to reject all bids or award the contract on the base bid combined with deductible alternates, deducted in the numerical order in which they are listed in both the Architect/Engineers specification, and the Bid, to produce a net amount which is within the available funds. Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.



STATE OF COLORADO

Labor and Material Payment Bond

PROJECT NO. _____

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

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 _____, 19 for the construction of a PROJECT described as

which Contract is hereby by reference made apart 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 forbearance 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., 19_____.

(Corporate Seal)

PRINCIPAL

By _____

Title _____

ATTEST

Secretary

(Corporate Seal)

SURETY

By _____

Attorney-in-fact

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

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

MINORITY AND WOMEN BUSINESS ENTERPRISES
 CONTRACT COMPLIANCE REPORT
 W/MBE-1

Project No. _____ Project Title: _____ Date: _____

College, Institution or Agency _____ \$ _____ Principal Representative _____
 Architect or Contractor _____ Total Contract Amount _____ MBE% Goal _____ WBE % Goal _____

W/MBE Prime Contractors, Subcontractors, Suppliers	MBE Contract Amounts	WBE Contract Amounts	Type of Work

Total MBE Contracts: \$ _____
 Total WBE Contracts: \$ _____
 Total MBE %: _____
 Total WBE %: _____

SIGNATURES:

Principal Representative

Architect or Contractor

 Authorized Representative

 Authorized Representative



State of Colorado

Notice of Acceptance

PROJECT NO. _____

DATE OF NOTICE _____

TO:

PROJECT:

Gentlemen:

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

DIVISION OF PURCHASING
STATE BUILDINGS AND REAL ESTATE PROGRAMS

STATE OF COLORADO, acting by and through:

By _____
Larry J. Friedberg, Director Date

By _____
Principal Representative

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



State of Colorado

Notice of Award

PROJECT NO. _____

DATE OF NOTICE _____
Filled in by the Principal Representative

TO:

PROJECT:

Gentlemen:

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 Dollars (\$ _____), is hereby accepted, pending final execution of the Agreement.

You **are** required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of this Notice.

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

DIVISION OF PURCHASING
STATE BUILDINGS and REAL ESTATE PROGRAMS

STATE OF COLORADO, acting by and through:
DEPARTMENT OF MILITARY AFFAIRS

By _____
Larry J. Friedberg, Director Date

By _____
Principal Representative

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

State Form SC-6.15
Issued 9/1/5 (Rev. 9/94)

615-82-53-6159



State of Colorado

Notice of Contractor's Settlement

PROJECT NO. _____

Notice is hereby given that on the _____ day of _____, 19____, at _____ Colorado, final settlement will be made by the STATE OF COLORADO with _____, hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT described as

1. Any person, copartnership, 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 and the State Controller, State Services Building, Denver, Colorado.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim

Dated at _____, Colorado, this _____ day of _____, 19_____.

STATE OF COLORADO, acting by and through:

By _____

MEDIA OF PUBLICATION: Daily Journal, Denver, Colorado

PUBLICATION DATES:

First:

Daily Journal

Second:

(At least ten (10) days prior to above settlement date)

NOTES TO EDITOR:

1. Transmit one (1) copy of the above Advertisement to the DIVISION OF PURCHASING/State Buildings and Real Estate Programs, Capitol Life Building, 225 East 16th Avenue, Suite 900, Denver, Colorado 80203
2. Transmit two (2) copies of the Affidavit of Publication, and invoice, to:



State of Colorado

Notice to Proceed

PROJECT NO. _____

DATE OF NOTICE _____
Filled in by the Principal Representative

TO:

PROJECT:

Gentlemen:

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

DIVISION OF PURCHASING
STATE BUILDINGS and REAL ESTATE PROGRAMS

STATE OF COLORADO, acting by and through:

By _____
Larry Friedberg, Director Date

By _____
Principal Representative

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



State of Colorado

Performance Bond

PROJECT NO. _____

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

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 _____, 19____, for the construction of a **PROJECT** described as

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.

(Over)

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., 19____.

(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
CONSTRUCTION PROJECT APPLICATION**

State Form SC-4.1
Revised 10-95

(SEE INSTRUCTIONS REVERSE SIDE)

PROJECT NO. _____

SECTION A - TO BE COMPLETED BY COLLEGE, INSTITUTION, DEPARTMENT OR AGENCY

SUBMITTAL

TO: STATE BUILDINGS PROGRAMS, DIVISION OF PURCHASING, GSS/DOP

FROM: _____

PROJECT TITLE: _____ (Describe Project on Attached Page or Pages)

Initial Application

Revised Application (Explain on Attached Page or Pages)

Total Amount Requested \$ _____

Total Amount Last Approved \$ _____

Revised Adjustment \$ _____

New Total Requested \$ _____

APPROVAL REQUEST

A. Professional Services:

- 1. Master Planning Program Planning \$ _____
- 2. Architecture/Engineering Services _____
- 3. Construction Services _____
- 4. Site Surveys Soil Surveys \$ _____
- 5. Life-Cycle Cost Analysis/Energy Conservation _____
- 6. Other (Specify) _____ \$ _____

B. Construction or Improvement:

- 1. Structure (General, Mechanical & Electrical) \$ _____
- 2. Services (Sewer, Water, Gas & Electricity) _____
- 3. Site Improvement (Roads, Walks, Grading, etc.) _____
- 4. Percentage for Art _____
- 5. Other (Specify) _____ \$ _____

C. Project Contingencies (3% New Const., 10% Remodeling).....

\$ _____

D. Movable Equipment.....

\$ _____

E. 1. Other (Specify) \$ _____

2. Other (Specify) \$ _____

Total \$ _____

METHOD OF CONSTRUCTION

- A. Formal Contract B. Purchase Order C. Agency Staff D. Correctional Industries

SOURCE OF FUNDS

- A. Capital Construction Fund..... \$ _____
- B. Special Appropriation _____
- C. Maintenance & Operation Funds..... _____
- D. Cash Funds _____
- E. Self-liquidating Funds _____
- F. Federal Funds _____
- G. Gifts _____
- H. Other _____
- TOTAL FUNDS..... \$ _____

AGENCY APPROVALS

Head of College, Institution or Agency Date

Principal Representative Date

Director of Commission on Higher Education
(as applicable) Date

SECTION B - STATE BUILDINGS USE ONLY

STATE BUILDINGS DIVISION APPROVED:

for the EXECUTIVE DIRECTOR Date

SECTION C - ACCOUNTS & CONTROL USE ONLY

LEGISLATIVE INFORMATION:

Agency: _____ Fund: _____
Account No.: _____ \$: _____

STATE CONTROLLER: Certification is hereby given that funds are available for this project.

for the STATE CONTROLLER Date

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) VERIFICATION

PRINT OR TYPE

Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SOCIAL SECURITY ADMINISTRATION RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE - See Reverse for Important Information

RETURN TO ADDRESS BELOW

Trade Name COMPLETE ONLY IF DOING BUSINESS AS (D/B/A)

Remit Address

Purchase Order Address - Optional

PART II See Part II Instructions on Back of Form

Check legal entity type and enter 9 digit Taxpayer Identification Number (TIN) below: (SSN = Social Security Number EIN = Employer Identification Number)

Do Not enter an SSN or EIN that was not assigned to the legal name entered above.

Individual (Individual's SSN) NOTE: If no name is circled on a Joint Account when there is more than one name, the number will be considered to be that of the first name listed.

Sole Proprietorship (Owner's SSN or Business FEIN) NOTE: Enter both the owner's SSN and the business EIN (if you are required to have one)

Partnership General Limited (Partnership's EIN)

Estate / Trust (Legal Entity's EIN) NOTE: Do not furnish the identification number of personal representative or trustee unless the legal entity itself is not designated in the account title. List and circle the name of the legal trust, estate or pension trust.

Other (Entity's EIN) Limited Liability Company, Joint Venture, Club, etc.

Corporation Do you provide medical services? Yes No (Corp's EIN) Includes corporations providing medical billing services

Government (or Government Operated) Entity (Entity's EIN)

Organization Exempt from Tax under Section 501(a) (Org's EIN) Do you provide medical services? Yes No

Check Here if you do not have a SSN or EIN, but have applied for one. See reverse for information on How to Obtain A TIN. Licensed Real Estate Broker? Yes No

Under Penalties of perjury, I certify that:

- (1) The number listed on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends' or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contribution to an individual retirement arrangement (IPA), and payments other than interest and dividends).

CERTIFICATION INSTRUCTIONS - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. (See Signing the Certification on the reverse of this form.)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING

NAME (Print or Type) TITLE (Print or Type)

AUTHORIZED SIGNATURE DATE PHONE ()

DO NOT WRITE BELOW THIS LINE RETURN BOTH COPIES TO ADDRESS ABOVE

AGENCY USE ONLY

Agency Approved By Date
1099 Y N
VEND Addition Change Action Completed By Date

SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

1. General Conditions, Article 28. Payments Withheld - Delete the first sentence and replace with the following:

The Architect/Engineer, the Principle Representative or State Buildings Programs may withhold or, on account of subsequently discovered evidence, nullify the whole or any part of any estimate on account of, but not limited to:

2. General Conditions, Article 29. Liability Insurance - Delete the entire section and replace with the following:

The Contractor shall procure and maintain Comprehensive General Public Liability and Property Damage Insurance and Comprehensive Automobile Liability and Property Damage Insurance as hereinafter specified, at his own expense, during the life of this contract. This insurance shall include a provision preventing cancellation without ninety (90) days' prior Notice by certified mail and shall state whether the coverage is "claims made" or "occurrence made." The Contractor shall obtain "occurrence made" insurance whenever possible. 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 his Contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. 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 or 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 therefrom."

Such insurance shall be written with limits and coverages as follows, and the State of Colorado shall be named as an additional insured:

- a. GENERAL LIABILITY - Minimum limit of liability per occurrence of \$600,000 combined single limit for bodily injury and/or property damage. The following coverages shall be included:

1. Premises - Operations
 2. Explosion/Collapse Hazard
 3. Underground Hazard
 4. Products/Completed Operations Hazard
 5. Broad Form Contractual
 6. Independent Contractors
 7. Comprehensive Form
 8. Broad Form Property Damage
 9. Personal Injury
- b. AUTOMOBILE LIABILITY - Minimum *limit* of liability per occurrence of \$600,000 combined single limit for bodily injury and/or property damage. The following coverages shall be included:
1. Owned automobiles
 2. Non-owned automobiles
 3. Hired automobiles
- c. EXCESS GENERAL AND AUTOMOBILE LIABILITY-Minimum limit of liability per occurrence of \$1,000,000 combined single limit for bodily injury and/or property damage.
3. General Conditions, Article 30. Workman's Compensation Insurance - Delete the reference to State Form SC-6.2222" from paragraph two.
4. General Conditions, Article 31. Builder's Risk Insurance - delete the entire section and replace with the following:

The Contractor shall effect and maintain, at Contractor's expense, during the life of the Contract, all Risk Builder's Risk Completed Value insurance if the work is for an entirely new structure, or all Risk Installation Floater insurance if the work is to an existing structure, in the dollar amount of the total project for which the work of this Contract is to be done.

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. Such policy may have a deductible clause but not to exceed one thousand dollars (\$1,000.00).

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 ninety (90) days' prior Notice in writing by certified mail.

The insurance shall remain in effect until the Date of Notice specified on the Notice of Acceptance, State Form SC-6.27, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project. Such insurance shall be in an amount equal to the aggregate total insurable value of the construction contract entered into with permissible deductions of the cost of excavations, foundations below the lowest basement floor, underground construction, underground pipes, underground wiring, sidewalks, driveways, curbs and gutters, street improvements and fences. Upon request, the amount of such fire 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, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his 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 Principle Representative, the Contractor, and his subcontractors as their interests may appear, but the loss, if any, shall be payable to the State Controller, as Trustee.

The Certificate of Insurance shall specifically state the inclusion of the provisions hereinabove.

The Principle Representative, with approval of the State Controller, shall have the power to adjust and settle any loss.

Unless it is agreed otherwise, all moneys received shall be applied to rebuilding or repairing the destroyed or injured work.

5. The following shall refer to and supplement the provisions In Articles 29, 30 and 31 of the General Conditions:

Certificates of Insurance and/or insurance policies required under the provisions of the General Conditions of the Contract, State Form SC-6.23 (Rev. 6/85) and as amended in the Supplementary Conditions hereinbefore shall be subject to the following stipulations:

- A. 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.
 - B. The insurance companies issuing the policy or policies shall have no recourse against the State of Colorado for payment of any premiums due or for any assessments under any form of any policy.
 - C. 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.
 - D. If any of the said policies shall be or at any time become unsatisfactory to the State of Colorado as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the State of Colorado, the Contractor shall promptly obtain a new policy, submit the same to State Buildings Programs for approval and thereafter 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.
 - E. Prior to cancellation of or material changed in any requisite policy, a minimum of ninety (90) days written notice shall be given to State Buildings Programs by means of registered mail, return receipt requested. All notices shall name the Contractor and identify the Project Number and Name.
 - F. All requisite insurance shall be obtained from financially responsible insurance companies, licensed in the State of Colorado, and acceptable to the State.
 - G. Receipt, review or acceptance by the State of all Insurance Policies, Certificates of Insurance and Bonds required under this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance and bond requirements of the Contract.
- B. General Conditions, Article 48. Preference of Bidders, Materials and Equipment - delete Subsection (a).