

SECTION 00 73 01 – SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 SUPPLEMENTARY GENERAL CONDITIONS

- A. The University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).
- B. A copy of the above noted document is attached to the end of this section.

1.5 PROCEDURE (Not applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 01

UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS

SUPPLEMENTARY GENERAL CONDITIONS

For Design Bid Build Contractor Agreement and General Conditions of the Contract
(SC6.21 and SC6.23)
for the Anschutz Medical Campus and Denver Campus

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APPENDIX A University of Colorado Denver | Anschutz Medical Campus Tax Information

ARTICLE 25. INSURANCE – Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, Principal Representative, are the interchangeable for this replacement of article 25.

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES AND LIMITS OF INSURANCE - - Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:**

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
- **The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: “The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.**
- Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project. For buildings with a construction cost greater than \$99 million, the Commercial General Liability Completed Operations policies must be kept in effect for up to eight (8) years after the completion of the project.
- **An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.**

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

***Umbrella or Excess Liability does not apply to projects totaling \$500, 000 or under.**

The following exclusionary endorsements are prohibited in the CGL policy:

1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
2. Contractual liability coverage exclusion modifying or deleting the definition of an "insured contract";
3. If applicable to the work to be performed: Residential or multi-family;
4. If applicable to the work to be performed: Exterior insulation finish systems;
5. If applicable to the work to be performed: Subsidence or earth movement.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

3. **Workers Compensation**

- Statutory Benefits (Coverage A)
 - Employers Liability (Coverage B)
- a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Each accident	\$ 100,000
Disease each employee	\$ 100,000
Disease policy limit	\$ 500,000

4. **Contractors Pollution Liability**

- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
- If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

- The policy shall be endorsed to include the following as Additional Insureds: The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.
- Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
- Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.

Minimum Limits (Projects at or under \$500,000):

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

Minimum Limits (Projects over \$500,000):

Per Loss	\$ 2,000,000
Aggregate	\$ 2,000,000

5. **Professional Liability (Errors and Omissions)**

(This Professional Liability requirement applies only to Design/Build Entity SC-8.0 and 9.0.)

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

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

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

Wrongful Act	\$2,000,000
General Aggregate	\$2,000,000

6. **Builder's Risk/ Installation Floater**

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder's Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work

- Shall be written for 100% of the completed value (replacement cost basis)
 - Deductible maximum is \$50,000.00
 - Waiver of Subrogation is to apply
 - The Regents of the University of Colorado, a body corporate, shall be added as **Additional Named Insured on Builders Risk**.
1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
 3. The Builder's Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
 4. Builders' Risk Coverage shall be on a **Special** Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.
 5. The Builders' Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders' Risk shall include the following provisions:
 - a. Replacement Cost Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss
 - b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage

Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building
 6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.
 7. The Builders' Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders' Risk Policy. The Builders' Risk Policy shall remain in force until acceptance of the project by the Principal Representative.
 8. The deductible shall not exceed \$50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of \$50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their

just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days' notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$50,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative, then the Contractor shall bear all reasonable costs properly attributable thereto.

ADDITIONAL INSURANCE REQUIREMENTS

1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.

8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage).
9. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945 North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

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

Subcontractors

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Non-Waiver

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

Mutual Cooperation

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

(Revised 7-21-11)

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT – Add the following

Contractor will be required to complete items on University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List and attend walk-thrus and meetings necessary to complete the list, working through the university Project Manager (use University of Colorado Denver | Anschutz Medical Campus Supplemental / Project Acceptance List).

ARTICLE 52. SPECIAL PROVISIONS -Add the following:

M: UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT

- 1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.
- 2) Statement of Policy: It is the policy of the University of Colorado Denver to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.

- 3) Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is defined as conduct which is unwelcome and consists of:

1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic decisions affecting the individual; or when such conduct has the purpose or effect, of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, or offensive working or educational environment.

Conduct prohibited under this policy may occur between persons of the same sex or of different sexes and may manifest itself in different ways. For example, sexual harassment may be as undisguised as a direct solicitation of sexual favors, or arise from behavior which has the effect of creating an intimidating, hostile, or offensive educational or working environment. In this regard, the following types of acts, if pervasive and continuous, are more likely than not to be considered sexual harassment: unwelcome physical contact, sexual remarks about a person's clothing, body, or sexual relations, conversation of a sexual nature or similar jokes and stories, and the display of sexually explicit materials in the workplace or their use in the classroom without defensible educational purpose.

- 4) Consequence of Sexual Offenses: The university may require the Contractor to remove from university property any individual or individuals who violate the policy prohibiting sexual harassment.

ARTICLE 53. MISCELLANEOUS PROVISIONS -Add the following:

- L. All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
SUPPLEMENTARY GENERAL CONDITIONS**

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

APPENDIX A

Tax Information:

1. Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017
2. Sales Tax Exemption Certificate – Multi-Jurisdiction dated September 4, 2018
2. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
3. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
4. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
5. Colorado Department of Revenue - Contractor Application for Exemption Certification

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
09802565	G	010180	Aug 25 2017



STATE OF COLORADO/ OFFICE OF STATE
CONTROLLER
ATTN: OFFICE OF UNIVERSITY CONTROLLER
1800 N GRANT ST STE 600
DENVER CO 80203-1148

Executive Director
Department of Revenue



Sales Tax Exemption Certificate Multi - Jurisdiction

See page 2 for instructions

Last Name or Business Name		First Name		Middle Initial
Address				
City		State	ZIP	
I Certify That				
Name of Firm (Buyer) The Regents of University of Colorado				
Address 1800 Grant Street, Suite 600				
City Denver		State CO	ZIP 80203	
Qualifies As (Check each applicable item)				
<input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Charitable or Religious				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Other (Specify)				
If Other, specify here				
1) and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is <u>Institution of Higher Education</u> or				
2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is:				
<input checked="" type="checkbox"/> Political Subdivision or Governmental Agency <input type="checkbox"/> Charitable or Religious <input type="checkbox"/> Otherwise Exempt By Statute (Specify)				
If Otherwise Exempt By Statute, specify here				
City or State City of Aurora	State Registration or ID Number 98-00799-0000	City or State Colorado (Boulder campus)	State Registration or ID Number 98-02915-0000	
City or State Colorado	State Registration or ID Number 98-02565-0000	City or State Texas	State Registration or ID Number 32002730391	
City or State	State Registration or ID Number	City or State	State Registration or ID Number	
If the list of states and cities is more than six(6), attach a list to this certificate. I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sale or Use Tax we will pay the tax due direct to proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be called until canceled by us in writing or revoked by the city or state.				
General Description of products to be purchased from seller				
Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.				
Authorized Signature (owner, Partner or Corporate Officer) <i>Robert C. Kuehn</i>		Title Associate Vice President/University Controller		Date (MM/DD/YY) 7/4/18



FINANCE DEPARTMENT

Administration
1470 South Havana Street
Aurora, Colorado 80012
303-739-7055
FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson
Vice Chancellor for Administration and Finance
University of Colorado Health Sciences Center
Fitzsimons, Building 500, Room C1003
P.O. Box 6508
Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to *City Code Section 130-63(c)*. It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. *§ 23-20-101, et seq., C.R.S.* You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

City Code Section 130-157(1) exempts all sales of tangible personal property and taxable services to the various political subdivisions of this state from imposition of City sales tax. Identical exemptions exist in both the City Use Tax ordinance (*City Code § 130-198(5)*) and the City Employer Occupational Privilege Tax ordinance (*City Code § 130-405(1)*). Accordingly, UCHSC falls squarely within each of these three exemptions.

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. *City Code § 130-160*. Likewise, UCHSC

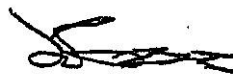
Wayne F. Henderson
March 12, 2001
Page Two

must also collect, report, and remit the employee portion of the City occupational privilege tax for each person it employs within the City for any period of time within a calendar month sufficient to receive no less than \$250.00 as compensation for such employment. *City Code § 130-464.*

With respect to the deposit and ultimate payment of City use tax on construction materials, it is the longstanding policy of the City that the party who contracts for and directs and controls the construction of building improvements is liable for such tax. *See Fifteenth Street Investment Co. v. People, 102 Colo. 571, 81 P.2d 764 (1938).* Under the circumstances described in your request, it is UCHSC, and not its contractors, upon whom sole liability for the payment of City use tax would rest. Because UCHSC is an exempt entity, no use tax is due and owing on the purchase and subsequent use of construction materials for the development of UCHSC's property at the Fitzsimons site.

With regard to your additional requests, the City has no objection if UCHSC's contractors wish to use this letter to present to City building officials and third-party retailers as evidence of UCHSC's tax exemption. As for any future revocation of this letter, unless the status of UCHSC as a political subdivision changes, the various City tax exemptions which UCHSC is entitled to claim cannot be lawfully repealed without the prior approval of the City's voters. *See Colo. Const. Art. X, § 20(4)(a).* Therefore, the City believes UCHSC will be adequately informed in the event that the City decides to seek approval for any change in its tax laws that would impact UCHSC's tax-exempt status.

Very truly yours,



John Gross
Director of Finance



Department of Finance
Treasury Division
Tax Compliance – Audit Unit

201 W Colfax Ave #1009
Denver, CO 80202
fax: 720- 913-9455
www.denvergov.org/treasury

February 19, 2014

University of Colorado
Procurement Service Center
1800 Grant Street, Suite 500
Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Donald Korte, Audit Manager
Tax Compliance/Audit Section
720-913-9339

STATE OF COLORADO

TAXPAYER SERVICE DIVISION

Department of Revenue

1375 Sherman Street
Denver, Colorado 80261



Bill Owens
Governor

M. Michael Cooke
Executive Director

Neil Tillquist
Division Director

Michael J. Barden
University of Colorado at Denver and Health Sciences Center(UCDHSC)
Building 500, Mail Stop F418
P.O. Box 6508
Aurora CO 80045

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

In regards to special district sales and use taxes, UCDHSC and its contractors and sub-contractors are exempt from sales and use tax pursuant to the exemptions granted in 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District under 32-9-119(2)(c)(II), C.R.S, for the Scientific and Cultural District under 32-13-107(2), C.R.S, and for the Metropolitan Football Stadium District under 32-15-110(2)(a), C.R.S.

Additionally, for construction projects in the City and County of Denver, UCDHSC and its contractors and sub-contractors are exempt from the aforementioned special district sales and use taxes, as well as state sales and use tax.

Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

A handwritten signature in cursive script that reads "Steve Asbell".

Steve Asbell

Taxpayer Service Policy Group

Colorado Dept of Revenue

Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



Special Notice

Purpose of this application

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

Colorado Withholding Account Number

A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor's name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor's place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

To avoid a returned application ensure you have done the following:

- ☐ Accurately completed all applicable boxes of the form.
- ☐ Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- ☐ Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- ☐ Contract or Agreement page contains the signatures of the contracting parties.
- ☐ The form DR0172 (application) is signed.
- ☐ The exempt organizations number was provided and is correct.



DR 0172 (05/01/18)
COLORADO DEPARTMENT OF REVENUE
Denver CO 80261 - 0009
(303) 238-SERV (7378)

Contractor Application for Exemption Certificate

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.
A separate certificate is required for each contract.

Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009

Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

For Department Use Only. Do not write in this section.

Contractor/Account No. 89-	Period (MM/YY-MM/YY)
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Must be completed by applicant

Contractor Information

Trade name/DBA			
Owner, partner or corporate last name		First Name	Middle Initial
Mailing Address	City	State	Zip
E-Mail Address	FEIN	Bid amount for your contract (Must match to the penny) \$	
Fax number	Business Phone number		
Colorado withholding tax account number (See instructions)	<input type="checkbox"/> Subsidiary	<input type="checkbox"/> Subcontractors	<input type="checkbox"/> Staffing Agency
<input type="checkbox"/> No employees/subcontractors (see below)			
No Employees/Subcontractors. (Provide explanation or attach a letter of explanation).			

Exemption Information

Copies of contract or agreement page, identifying the contracting parties, bid amount, type of work, and signatures of contracting parties **must** be attached

Name of exempt organization (as show on contract)	Exempt organization's number 98		
Address of exempt organization	City	State	Zip
Principal contact at exempt organization-Last Name	First Name	Middle Initial	
Housing Authority (if applicable)	Name of Project (if applicable)		
Owner of the Project (if applicable)			
Physical location of project site (give actual address when applicable and Cities and/or County (ies) where project is located)			
City	State	Zip	Principal contact's telephone number
Scheduled construction start date (MM/DD/YY)	Estimated completion date (MM/DD/YY)		
I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.			
Signature of the business owner, partner or corporate officer	Title of corporate officer	Date (MM/DD/YY)	