



Fitz Bldg. Central Service Reno

Project Number – 20_131504

Tuesday March 15th 2022

ADDENDUM 1

QUESTIONS/RESPONSES:

Request for Proposal – Attached

- 1. Remove Appendix E and F**
- 2. Section 1. General Information – B - Minimum Qualifications - note # 4 and # 5**
- 3. Section 1. General Information – C Scope of Services – second Paragraph**
- 4. Section 2. Prequalification Submittals (step I) – A Schedule – anticipated Construction start/finish**

Advertisement – Request for Advertisement - Attached

- 1. Estimated Construction cost – Updated**
- 2. Scope of services – Remove Paragraph 2**
- 3. Minimum Qualification – Updated note # 1**
- 4. Minimum Qualification – Updated note # 3**
- 5. Schedule / Submission Details – Update Anticipated Construction Start / Finish**

END OF ADDENDUM 1



ADVERTISEMENT - REQUEST FOR PROPOSALS
Construction Management/General Contracting Services
State of Colorado
University of Colorado Anschutz Medical Campus (GFE)
Notice Numbers: 20-131504

Notice Status: OPEN
Publish Date: February 28th 2022
Notice Revisions: 0
Revision Publish Date: N/A

Project Numbers: 20-131504

Project Titles: Fitz Bldg Central Service Renovation

Estimated Construction Cost: ~~\$5,000,000~~ \$6,200,000

Settlement Notices

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. 38-26-107(1).

Final Settlement, if required, will be advertised via: Electronic Media

Project Descriptions

Please see full project descriptions outlined in the RFP

Scope of Services

The scope of services will include assistance to the State during the process of assessment, design, construction, and warranty period. Specific tasks to be performed by the Construction Manager/General Contractor (CM/GC) include those generally performed by the CM/GC construction community where the Construction Manager is also the Contractor. A sample copy of the State's CM/GC contract is contained within the RFP. A Guaranteed Maximum Price (GMP) will be required at the completion of Design Development phase.

~~A public construction project in the amount of five hundred thousand dollars or more shall be subject to the State prevailing wage rate, of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees to lawful welfare, pension, vacation, apprentice training, and educational funds in the State, for each employee needed to execute the contract. Payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors and subcontractors. Contractors are required to pay~~

~~their employees at weekly intervals and shall comply with the enforcement provisions of C.R.S. §24-92-209~~

Minimum Qualifications

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided Construction Management/General Contracting services within the last three (3) years for at least two (4) projects relating to construction of office remodel in existing facilities each in excess of **\$7 million** (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope and complexity and considering abilities to work in sensitive areas on a medical research campus that can include wet research labs, classrooms, offices, etc.; and
3. Demonstrated bonding capability up to **\$7 million** for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

Firms meeting the minimum qualifications may obtain the RFP documents on the website accompanying this advertisement.

University of Colorado Anschutz Medical Campus Facilities Projects – **Request for Proposals** website:
<https://www.cuanschutz.edu/offices/facilities-management/construction-projects/RFP>

CORE/ColoradoVSS: <https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService>

Other Information

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

Pre-Submittal Conference Meeting (mandatory)

To ensure sufficient information is available to CM/GC firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to present the project, submittal process and to have University staff available to discuss these projects. Firms preparing submittals must attend and sign the attendance roster in order to have their submittals accepted.

The RFP Pre-Submittal Conference will be held on 3/10/2022 at 1:00 PM. in the Fitzsimons Building, 13001 East 17th Place, Aurora, CO 80045. All guests will meet at the flagpole on the South side of the Fitzsimons Building and will be escorted to the Bushnell Conference Room.

Schedule/Submission Details

1. The schedule of events for the CM/GC RFP process is as follows:

| | | |
|----|---|---------------------------------------|
| 2. | Advertisement | 2/28/2022 |
| | Mandatory Pre-submittal Conference | 3/10/2022 – 1:00PM |
| | Date Email Questions Due | 3/24/2022 – 1:00PM |
| | Date Email Answers Issued | 3/28/2022 – 1:00PM |
| | Submittals Due (Prequalification: Step I) | 3/31/2022 - 1:00PM |
| | Interview Short List Announced | 4/14/2022 - 1:00PM |
| | Sealed Proposal Due (Evaluation and Award: Step II) | 4/27/2022 – 1:00 PM |
| | Oral Interviews | 4/28/2022 |
| | Selection Announced | End of April |
| | Negotiation of CM/GC Contract | Beginning of May |
| | Contract Approval (projected) | Beginning of May |
| | Anticipated Design Start | 3/7/2022 |
| | Anticipated CM/GC Start | Beginning of June |
| | Anticipated Construction Start/Finish | Bid Pack one June- August, 2022 |
| | | Bid Pack two October 2022 – June 2023 |

3. One (1) PDF copy of the Submittal of Prequalification is due on **March 31, 2022**, and shall be received no later than **1:00 PM**, as follows:

Submittals shall be submitted online at the following website:

https://ucdenverdata.formstack.com/forms/rfp_rf়_submission

Please prepare submittals as follows:

- a. Submittals should not exceed 20 (letter size) PDF pages of content.
 - b. Cover page and section title pages do not count towards the 20-page limit.
 - c. Please, no smaller than 10 point fonts.
 - d. Submittals should be ordered and contain the five sections as outlined in section II. SUBMITTAL REQUIREMENTS. Separate each section by a title page.
 - e. Submittals are limited to 25 MB by submission website.
4. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

Comments: Late submissions will be rejected without consideration. The University of Colorado Denver | Anschutz Medical Campus (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of Submittals.

Agency: University of Colorado Anschutz Medical Campus
Contact Name : Chad Jelinek
Email: Chad.Jelinek@cuanschutz.edu

Point of Contact/Clarification

| | |
|---------|--|
| Name: | Chad Jelinek |
| Agency: | University of Colorado Anschutz Medical Campus (GFE) |
| Phone: | 720-728-9577 |
| Email: | Chad.Jelinek@cuanschutz.edu |

This Notice is also available on the web at www.colorado.gov/pacific/osa/cdnotices

Media of Publication(s): University of Colorado Anschutz Medical Campus Facilities Projects Website
Colorado CORE/ColoradoVSS
Publication Dates: 2/28/22

NOTICE TO STATE CONTRACTORS
VACCINATION REQUIREMENTS



NOTICE LETTER TO CONTRACTORS TEMPLATE

October 06, 2021

All Contractors Working within CU Denver/Anschutz Medical Campus Facilities

Subject: Vaccination Requirements

Dear Contractor:

On August 31, 2021, pursuant to the [Sixth Amended Public Health Order 20-38](#), Limited COVID Restrictions, all State Contractors and State Contractor Workers who physically enter a State Facility shall comply with the Vaccination Requirements included in Section III of the Order. All State Contractors and State Contractor Workers, including individuals who have been infected with and recovered from COVID-19, shall have received their first dose in a two dose COVID-19 series no later than September 30, 2021 and be Fully Vaccinated by October 31, 2021.

On September 30, 2021 the [Seventh Amended Public Health Order 20-38](#) (PHO or Order), allowed for State Contractor Workers to participate in twice weekly COVID-19 testing if they have an employer approved medical or religious exemption or are unvaccinated.

You are receiving this letter because your company has a contract with University of Colorado Denver/Anschutz Medical Campus and, as part of the performance of that contract, certain of your company's personnel (including any subcontractor personnel) are required to or likely will provide contracted goods or services in person and on-site. Therefore, as a contractor, your company is subject to the vaccination or testing requirements set forth in the Order.

As permitted by the Order, University of Colorado Denver/Anschutz Medical Campus State Contractors shall assume responsibility for verification of full COVID-19 vaccination, approving all exemptions for medical or religious beliefs and determining any accommodations needed for such exemptions.

State Contractors shall verify that each of the identified State Contractor Workers is Fully Vaccinated, or that each of the identified State Contractor Works that is unvaccinated or has a medical or religious exemption is participating in twice weekly COVID-19 testing.

Please be aware that the University of Colorado Denver/Anschutz Medical Campus retains the right to inquire into compliance with the Order's requirements at any time, to include requesting a State Contractor to provide proof of vaccination or a recent negative COVID-19 test.

The State of Colorado values your firm as a contract partner to deliver needed goods or services. Accordingly, we are hopeful that your company will comply with the Order and help the state reduce the spread of the virus. In the meantime, please see COVID-19 Vaccination Requirements for State Contractors FAQs.(<https://dhr.colorado.gov/covid-19-vaccination-requirements-for-state-contractors>)

University of Colorado Denver/Anschutz Medical Campus

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



**REQUEST FOR PROPOSALS
FOR AN
INTEGRATED PROJECT DELIVERY METHOD
UTILIZING
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC)
SERVICES**

For The

UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS

For The

Fitz Bldg Central Services Reno PN 20_131504

**REQUEST FOR PROPOSALS FOR AN
INTEGRATED PROJECT DELIVERY METHOD UTILIZING
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES**

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B. ORAL INTERVIEWS/COST PROPOSALS CRITERIA

- 1. Qualifications of the Firm(s)**
- 2. Qualifications of the Management Team Members**
- 3. Project Management Approach**
- 4. Prior Project Experience/Success**
- 5. Miscellaneous Considerations**

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APPENDICES:

- Appendix A: Prequalification Submittal/Evaluation Form**
(To be completed by Jury Panel)
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(To be completed by Jury Panel)
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(To be completed by Jury Panel)
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- Appendix I: University Supplemental General Conditions**
- Appendix J: Covid Policies and Procedures**

**REQUEST FOR PROPOSALS FOR AN
INTEGRATED PROJECT DELIVERY METHOD UTILIZING
CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES
UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS**

Settlement Notice

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. §38-26-107(1). Final Settlement, if required, will be advertised in the same location as the original solicitation.

I. GENERAL INFORMATION

A. INTRODUCTION/DESCRIPTION OF PROJECT

The *UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS* anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. A Guaranteed Maximum Price (GMP) and an updated project duration schedule will be established by the Architect/Engineer and the Construction Manager/General Contractor in conjunction with the *UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS*. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, constructability, and will work closely with the Architect/Engineer and the /throughout the planning, design and construction phases of the project. Construction is estimated to commence Spring/Summer 2022

The process to be used in the selection of the CM/GC is comprised of two steps. STEP I is the Submittal of Prequalification as described in Section II (D). STEP II is the Oral Interview/Cost Proposal as described in detail in Section III. A Jury Panel of individuals who will be involved in the project and/or understand the required services associated with Construction Management/General Contracting will evaluate responses to this RFP for both STEPS. Upon completion of the evaluation of the Submittals of Prequalification, a limited number of firms will be invited to the oral interviews. Sealed fee proposals will be required only from those firms who are interviewed and are to be submitted as indicated in this RFP. Both qualifications and cost will be considered in the final ranking of firms with qualifications given 60% of the value of the weighted criteria and fees for the Cost/ Proposal given 40%.

Selection and award of this project will be based on a combination of qualifications and costs that represents the best overall value to the State.

B. MINIMUM QUALIFICATIONS

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided Construction Management/General Contracting services within the last three (3) years for at least four (4) projects each in excess of \$ 4.5 Million (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope and complexity; and

3. Demonstrated bonding capability up to \$ 5 million for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity. 4) ~~Per C.R.S. §24-92-115 unless prohibited by applicable federal law, contract for any public project in the amount of one million dollars or more, that does not receive federal money, including shall require the general contractor to which the contract is awarded to submit, at the time the mechanical, electrical, or plumbing subcontractor is put under contract, documentation that identifies the contractors or subcontractors that will be used for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical, and plumbing work required on the project and certifies that all firms identified participate in apprenticeship programs registered with the United States department of labor's employment and training administration or state apprenticeship councils recognized by the United States department of labor and have a proven record of graduating a minimum of 15% of its apprentices for at least three of the past five years.~~

5) ~~Per C.R.S. §24-92-Part 2, a public construction project in the amount of five hundred thousand dollars or more shall be subject to the State prevailing wage rate, of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees to lawful welfare, pension, vacation, apprentice training, and educational funds in the State, for each employee needed to execute the contract. Payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors and subcontractors. Contractors are required to pay their employees at weekly intervals and shall comply with the enforcement provisions of C.R.S. §24-92-209. Contractors awarded a project of this size will be required to utilize the LCPTTracker cloud-based labor compliance and certified payroll application.~~

C. SCOPE OF SERVICES

The scope of services will include assistance to the State during the process of assessment, design, construction, and warranty period. Specific tasks to be performed by the Construction Manager/General Contractor (CM/GC) include those generally performed by the CM/GC construction community where the Construction Manager is also the Contractor. A sample copy of the State's CM/GC contract is contained within the RFP. A Guaranteed Maximum Price (GMP) will be required at the completion of Design Development phase.

~~A public construction project in the amount of five hundred thousand dollars or more shall be subject to the State prevailing wage rate, of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees to lawful welfare, pension, vacation, apprentice training, and educational funds in the State, for each employee needed to execute the contract. Payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors and subcontractors. Contractors are required to pay their employees at weekly intervals and shall comply with the enforcement provisions of C.R.S. §24-92-209. Contractors awarded a project of this size will be required to utilize LCPTTracker cloud based labor compliance and certified payroll application~~

II. PREQUALIFICATION SUBMITTALS (STEP I)

A. SCHEDULE

1. The schedule of events for the RFP process and an outline of the schedule for the balance of the project is as follows:

| | |
|---|--|
| Advertisement | <u>2/28/2022</u> |
| Mandatory Pre-submittal Conference and Tour | <u>3/10/2022 - 1:00 pm</u> |
| Date Email Questions Due | <u>3/24/2022 - 1:00 pm</u> |
| Date Email Answers Issued | <u>3/28/2022 - 1:00 pm</u> |
| Submittals Due (Prequalification: Step I) | <u>3/31/2022 - 1:00 pm</u> |
| Interview Short List Announced | <u>4/14/2022 - 1:00 pm</u> |
| Sealed Proposal Due (Evaluation and Award: Step II) | <u>4/27/2022</u> |
| Oral Interviews | <u>4/28/2022</u> |
| Selection Announced | <u>End of April</u> |
| Negotiation of CM/GC Contract | <u>Beginning of May</u> |
| Contract Approval (projected) | <u>Beginning of May</u> |
| Anticipated Design Start | <u>3/7/2022</u> |
| Anticipated CM/GC Start | <u>Beginning of June</u> |
| Anticipated Construction Start/Finish | <u>Bid Pack one June 2022- August, 2022</u> |
| | <u>Bid Pack two October 2022 – June 2023</u> |

2. One (1) Electronic copy of the submittal are due 3/31/2022 and shall be received no later than 1:00 PM (MD/ST), Via Form Stack at the following address

https://ucdenverdata.formstack.com/forms/rfp_rfq_submission

3. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

B. MANDATORY PRE-SUBMITTAL CONFERENCE

1. To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to tour the site and to have *UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS* staff able to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. The pre-submittal conference will be held at:

Address: **13001 East 17th Place**

Room: **Fitzsimons Building At the flagpole on the south side of the building.**

Date/Time: 3/10/2022 - 1:00 pm

C. CLARIFICATIONS

1. Owner initiated changes to this RFP will be issued under numerically sequenced email addenda. Addenda generally consist of the following items:
 - a. Clarifications
 - b. Scope Changes
 - c. Time and/or Date Changes

Respondents must acknowledge all issued addenda in their submittal and proposal.

2. Respondent initiated email requests for clarification will be received on before to 3/24/2022 at 1:00pm MST All State responses will be issued by email addenda on or before 3/28/2022 1:00 PM

D. GENERAL INFORMATION

1. All respondents accept the conditions of this RFP, including, but not limited to, the following:
 - a. All submittals shall become the property of the State of Colorado and will not be returned.
 - b. Late submittals shall not be evaluated. Facsimile submittals shall not be accepted.
 - c. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. Fee proposals will be considered proprietary.
 - d. The State reserves the right to reject any or all proposals on the basis of being unresponsive to this RFP or for failure to disclose requested information.
 - e. The State shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
 - f. The respondent has reviewed Appendix B and by responding has agreed that the terms and conditions of the sample Construction Management/General Contracting Agreement are expressly workable without reservation.

E. PREQUALIFICATION SUBMITTALS (STEP I)

1. Respondent must comply with the following items, a through f. The State retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the State. **(Note that the primary focus of the Prequalification evaluation will be the firm(s)' capabilities).**
 - a. Submit One (1) PDF complete copies of all material Via Form Stack at the website below

https://ucdenverdata.formstack.com/forms/rfp_rfq_submission
 - b. Submittals shall be formatted and tabbed in the exact form and numeric sequence of the Evaluation Form (1 through 5) in Appendix A.
 - c. A one -to- two-sided single page cover letter addressed to the *UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS* outlining the firm(s) qualifications is required at the front of the submittal.

- d. Not counting the cover letter and required Acknowledgement and Attestation form, the entire submittal is to be no more than 20 doubled sided limited to 25 MB.
- e. Submittals shall be evaluated in accordance with criteria as indicated in SECTION IV. A. PREQUALIFICATION SUBMITTAL CRITERIA and ranked on the corresponding Evaluation Form in Appendix A.
- f. Response to all items shall be complete.
- g. All references shall be current and relevant.
- h. Complete and execute the appropriate Acknowledgment and Attestation Form as provided in Section VI and submit at the back of the Prequalification Submittal.

III. ORAL INTERVIEWS/COST PROPOSALS (STEP II)

A. SHORT LIST

From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed Evaluation Form, Appendix A.

Firms failing to meet the minimum required qualifications will not receive further consideration.

B. ORAL INTERVIEW

1. Mandatory oral interviews shall be conducted for the short-listed firm(s) only. Interview times and location will be arranged by the *UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS* and all short listed firms will be notified in advance. At the option of the State, a visit to the short-listed firm(s) managing home office and/or representative field office may be required. **(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed Project Management Team members' capabilities).**

C. COST PROPOSALS

1. Only those firms short listed for interview are required to submit their sealed proposals. (Only one copy is required on the scheduled submission date.) Cost Proposals will remain sealed until after the qualitative scoring and will then be opened. The Cost Proposal will then be considered (equivalent to 40 percent of the weighted criteria) in conjunction with the qualitative score from the response and interview (equivalent to 60 percent of the weighted criteria).
2. Cost Proposals shall be submitted on the form provided in Section VII, without modification. A Cost Proposal shall be accompanied with sufficient detail to clearly identify the fee for service and include a detailed schedule of estimated (not-to-exceed) reimbursable and non-reimbursable costs. Percentage of the cost of work is not an acceptable value. The Cost Proposal should be prepared independently in accordance with the following:
 - a. Any specific services requested in the RFP and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the proposal being found non-responsive.

- b. Provide a CM/GC staff schedule with staff by name, position and man-hours (assume 8 hour days) per month estimated on the project.
 - c. Provide a detailed estimate of reimbursable costs including breakdown of direct salaries and payroll fringes (DPE) for on-site CM/GC personnel associated with the services. Not-to-exceed reimbursable expenses shall be provided at direct cost.
 - d. Provide a detailed estimate of non-reimbursable expenses (included in fee).
 - e. The State reserves the right to reject any Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the State reserves the right to negotiate a reasonable fee for service within the available funds. The CM/GC contract will be a bonded lump sum contract including not-to-exceed reimbursables with a Guaranteed Maximum Price to encompass all construction work; some not-to-exceed allowances may be included as directed by the State.
3. This Fee Proposal is a binding offer to perform the services associated with the Scope of Services described in this RFP and the Designated Services and Method of Payment Matrix in Appendix B. The State reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

D. METHOD OF SELECTION AND AWARD

The Jury Panel shall complete a combined evaluation of qualifications and fee in accordance with the criteria as indicated in SECTION IV, B. ORAL INTERVIEWS/COST PROPOSALS/EVALUATION CRITERIA. Numerical ranking and selection of the most qualified firm (including fee) will then occur on the corresponding evaluation forms in Appendix A1.

The final fee amount and scope of services may be negotiated at the State's discretion. Award and contract will be contingent on availability of key proposed Project Management Team staff.

IV. EVALUATION CRITERIA

A. PREQUALIFICATION SUBMITTAL CRITERIA

(Note that the primary focus of the Prequalification evaluation will be the Firm(s) capabilities).

1. QUALIFICATIONS OF THE FIRM(s)

- ☐ Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.
- ☐ Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.
- ☐ Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.

- Provide a detailed description of how your firm will maximize the Colorado construction work force on this project.
- Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

- Describe the qualifications and relevant experience of the superintendent including demonstrated experience working on projects of similar scope and complexity and time commitment for this project.
- Describe the qualifications and relevant experience of other key in-house staff and time commitments for this project.
- Identify all current office locations of the assigned staff and any other resident expertise intended to be provided under this RFP.

3. PROJECT MANAGEMENT APPROACH

- Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful Construction Management/General Contracting services based on prior experience in cost, schedule and quality effectiveness. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).
- Provide a description of construction work Project Management Team has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of the [UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS](#) subcontracting CM/GC construction work is in the State's best interest in terms of price competition. The [UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS](#) may, at its discretion, limit the types and amount of work Project Management Team bids and self-performs.

4. PRIOR PROJECT EXPERIENCE/SUCCESS

Select your Four (4) most relevant projects and provide, at a minimum, the following:

- The project/contract name
- Description of services provided
- Overall construction cost of project, as applicable, including initial contract value and change orders including reasons for change orders
- Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)
- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract
- Schedule history
- Reference(s) for Owner and Architect as described in IV.E
- Continuing services, if any

a. Timeliness

In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of

Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

b. Budget Considerations

Similar to timeliness, being on budget historically means the work was completed within the originally identified available budget. For purposes of this RFP, the State is interested not only in being within budget but also in the respondent's ability to address and implement the following issues as well:

1. Conceptual estimating
2. Value analysis
3. Alternate solutions
4. Scope reduction that maintains project function
5. Cost/benefit analysis

Demonstrate for the above projects examples of how you accomplished the above cost control services.

c. Quality

Construction quality has the obvious traditional connotations (workmanlike, in compliance with the specifications, normal standard of care, etc.). Demonstrate for the above project examples how a high quality of workmanship was achieved.

d. Services Disruption

Demonstrate how your services on the above project examples dealt with issues of disruption at existing facilities, etc. if applicable.

e. Project Acceptability

Please discuss how your Construction Management/General Contracting services helped achieve owner satisfaction with regard to project quality and acceptability on your project examples.

f. Compliance

Provide information on how compliance with industry standards of care, building codes, etc. was achieved.

5. MISCELLANEOUS CONSIDERATIONS

a. Claims/Litigation History of Firm

Provide information on any past, current or anticipated claims (i.e., knowledge of pending claims) on respondent contracts; explain the litigation, the issue, and its outcome or anticipated outcome.

b. Apprenticeship Training Program (Optional for Step I)

Where an Apprentice Training Program certified by the Office of Apprenticeship located in the Employment and Training Administration in the United States Department of Labor

exists in the State, or a comparable program for the training of apprentices is available in the State:

1. Each submitter shall demonstrate access to the certified program or a comparable alternative (Note that it is the responsibility of the submitter to demonstrate the comparability of a non-certified program) and,
2. Each submitter's subcontractor at any tier with a contract value of two hundred fifty thousand dollars or more shall demonstrate access to the certified program or a comparable alternative.

c. Other

This category is included for other items provided by the submitter. Inclusions may include standard firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., intended to demonstrate why your firm is uniquely qualified for this project.

B. ORAL INTERVIEWS/COST PROPOSALS EVALUATION CRITERIA
(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed project management team members' capabilities).

1. QUALIFICATIONS OF THE FIRM

- ☐ Explain the composition and structure of your project management team and how the firm will support their efforts in the field throughout this project.
- ☐ Are the lines of authority, responsibility and coordination clearly identified?

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

- ☐ Explain the prior experience with projects of similar scope and complexity and similar fast track project delivery methods of the superintendent and all other project management team members. Explain their roles and responsibilities and authority and why they are the right team members for this project.
- ☐ Explain anticipated project management team staff current and projected workload.
- ☐ Identify all current office locations and the resident expertise intended to be provided under this RFP. Identify the location of the staff for the performance of this contract, their expertise, and generic equipment that will be located in Colorado and act in support of the anticipated contract.

3. PROJECT MANAGEMENT APPROACH

- ☐ Explain the strategic project approach for this project in summary: Include discussion of your team's approach in providing successful CM/GC services based on the needs of this specific project utilizing the team's prior past experience including cost, schedule, and quality control.
- ☐ Explain the construction work the project management team has the capability to competitively bid and self-perform including qualifications to do such work.
- ☐ Provide a detailed description of how your project management team will select qualified sub-contractors and manage them effectively on this project.

4. PRIOR PROJECT EXPERIENCE/SUCCESS

- Explain the most relevant projects the superintendent and the team members have completed together and/or separately and what their role was. [UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS](#) at its discretion contact references and/or conduct independent performance analysis on projects on which the team member has worked).
- Provide descriptions of other related experience of superintendent and other project management team members.

5. MISCELLANEOUS CONSIDERATIONS

- Craft Labor Capabilities
Describe the availability of resources that will be utilized to successfully complete the project.
- Apprenticeship Training Program (Mandatory for Step II)
Describe access to federal or state-approved apprenticeship programs, as available.
- Other
This category is included for other items provided by the presenter. Inclusions may include testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., intended to demonstrate why this management team is uniquely qualified for this project.

V. CM/GC CONTRACT INFORMATION

- A. Carefully review the CM/GC Contract sample (Appendix B) before initiating your response submittal. Any exceptions to the contract must be communicated formally in accordance with the written questions schedule in II.A.
- B. Appendix C of this RFP is the Certification and Affidavit Regarding Illegal Immigrants, a mandatory portion of the contract agreement.
- C. Appendix E and F of this RFP includes mandatory State apprenticeship and prevailing wage requirements based on the construction value of the project.
- D. The State reserves the right to make non-material changes to the appended model agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.
- E. Any approved reimbursable expenses made under the terms of the final agreement shall be a direct pass-on cost with no adjustment to the fee described therein.
- F. Any and all products, systems, methods, and procedures developed, as a result of this agreement shall remain the exclusive property of the State.

VI. ACKNOWLEDGEMENT AND ATTESTATION FORM

- A. Several versions of the Acknowledgment and Attestation Form follow this section. Proper completion of the appropriate form is a mandatory requirement for a respondent to be considered responsive to this RFP Prequalification Submittal.
- B. Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the State.

VII. COST PROPOSAL FORM

- A.** Immediately following the Acknowledgement and Attestation Form is a Cost Proposal Form to be utilized to summarize the fee proposal for the services. Only those firms short-listed will be required to submit fee proposals as directed by *UNIVERSITY OF COLORADO / ANSCHUTZ MEDICAL CAMPUS*.
- B.** This RFP document, its appendices, and any written addenda issued prior to the submittal of proposals, and written clarifications prior to the interview shall serve as the only basis for proposals.
- C.** The respondent, by submitting this proposal, does hereby accept that minor changes by the State to the exhibited contract and its exhibits, which do not adversely affect the respondent, shall not be cause for withdrawal or modification of the amounts submitted herein. Exceptions to the RFP documents and/or modification of the proposal may render the proposal non-responsive.
- D.** Upon due consideration and review of this document along with its appendices, written addenda, and written clarifications prior to the interview, the respondent does hereby submit the following proposal for Construction Management/General Contracting fees, consistent with the schedules provided in the Scope of Services. Respondents are hereby advised that it is the State's desire to accelerate design and construction schedules where reasonably possible, without adverse cost impact.
- E.** Respondent should complete the Cost Proposal Form by filling in all blanks on the form that follows.
- F.** Respondents should include a separate detailed not-to-exceed reimbursable estimate

End of RFP

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(Partnership Format)**

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____
Date City

_____, State of _____
County State

1) _____
Partner Signature

Typed Name: _____

2) _____
Partner Signature

Typed Name: _____

Notary: _____
Date

Commission Expires: _____

Note: Add additional signatures if there are more than twopartners.

ACKNOWLEDGEMENT AND ATTESTATION FORM
(Joint Venture Format)

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Manager/General Contractor sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____,
Date City
_____, State of _____
County State

1) _____
Venture Partner Binding Signature Date

Type of Business Typed Name: _____
Title: _____

Witness Date

Typed Name: _____

2) _____

Venture Partner _____ Binding Signature Date

Type of Business Typed Name: _____
Title: _____

Witness Date

Typed Name: _____

Note:

1. Add additional venture partners as necessary.
2. Witnesses of venture partners shall be corporate secretary for corporations, partners for partnerships, and notaries for sole proprietorships.
3. Attach venture agreement
4. Type of business shall identify the venture partner as a corporation, venture, partnership, sole proprietorship, or other legal entity.

ACKNOWLEDGEMENT AND ATTESTATION FORM (CORPORATE FORMAT)

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____,
Date City
_____, State of _____
County
State

Corporate Officer Signature

Date

Secretary _____ Date _____

Note: Use full corporate name and attach corporate seal here.

(SEAL)

ACKNOWLEDGEMENT AND ATTESTATION FORM
(Sole Proprietorship Format)

Date: _____

Page 1 of 1

By responding to this RFP, the respondent(s) certify that he/she has reviewed the Construction Management/General Contracting sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Subscribed on _____ at _____,
Date City

_____, State of _____
County State

Respondent _____ Date _____

Typed Name: _____

Notary: _____ Date _____

Commission Expires: _____

COST PROPOSAL FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTING (CM/GC) SERVICES

Date: _____

| | | |
|---------------|---|----------|
| _____ | | |
| Project Title | | |
| 1. | CM/GC Preconstruction Fee | \$ _____ |
| 2. | CM/GC Construction Fee | \$ _____ |
| 3. | General Conditions On-Site CM/GC Staff | \$ _____ |
| _____ | | |
| 4. | Other Reimbursable General Conditions (NTE) | |
| | \$ _____ | |
| | Total CM/GC Fee | \$ _____ |
| _____ | | |

Fees are to be calculated per Exhibit A (SC-6.5), CM/GC Designated Services and Method of Payment.

Please provide a detailed breakdown to adequately describe the CM/GC staff provided, term of their services, and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

Reimbursable general condition expenses are generally confined to the on-site CM/GC construction phase staff reimbursed at direct personnel expense, plus those on-site materials, equipment and facilities to support the work of the CM/GC staff and construction subcontractors.

Acknowledge receipt of Addendum Nos. _____

Anticipates Services outside the United States or Colorado* ☐ Yes ☐ No

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys)

Will comply with 80% Colorado Labor ☐ Yes ☐ No

For State Public Works Project per C.R.S 8-17-10, Colorado labor shall be employed to perform at least 80% of the work. "Colorado Labor" means any person who is a resident of the state of Colorado at the time of the Public Works project. Respondents indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. A governmental body that allows a waiver shall post notice and justification for the waiver on its web site. (Does not apply to any project that receives federal moneys)

Bidder is a Service-Disabled Veteran Owned Small Business* ☐ Yes ☐ No

A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-905, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the proposal submission.

**Does not apply to projects for Institutions of Higher Education that have opted out of the State Procurement Code.*

Applicant or Corporate Officer Signature

Title

Appendix A

STATE BUILDINGS PROGRAM PREQUALIFICATION SUBMITTAL/EVALUATION FORM CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

Name of Firm: _____
Name of Project: _____
Evaluator No: _____ Date: _____

RFP REFERENCE

MINIMUM REQUIREMENTS

Y _____ N _____

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

Acknowledgement and Attestation included:

Y _____ N _____

SCORE

Weight² x Rating³ = Score

1. QUALIFICATIONS OF THE FIRM(S)¹

- | | |
|--|--------------------------|
| <input type="checkbox"/> Qualifications of the firm | <u>5</u> x _____ = _____ |
| <input type="checkbox"/> Organizational structure/lines of authority | <u>2</u> x _____ = _____ |
| <input type="checkbox"/> Subcontractor selection and management | <u>4</u> x _____ = _____ |
| <input type="checkbox"/> Colorado workforce | <u>1</u> x _____ = _____ |
| <input type="checkbox"/> Safety/employee support | <u>5</u> x _____ = _____ |

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS¹

- | | |
|---|--------------------------|
| <input type="checkbox"/> Qualifications and relevant experience of superintendent | <u>5</u> x _____ = _____ |
| <input type="checkbox"/> Qualifications and relevant experience of in-house staff | <u>4</u> x _____ = _____ |
| <input type="checkbox"/> Location/Access | <u>1</u> x _____ = _____ |

3. PROJECT MANAGEMENT APPROACH¹

- | | |
|--|--------------------------|
| <input type="checkbox"/> Approach to successful CM/GC Services | |
| a. Cost effectiveness | <u>5</u> x _____ = _____ |
| b. Schedule effectiveness | <u>4</u> x _____ = _____ |
| c. Quality effectiveness | <u>5</u> x _____ = _____ |
| <input type="checkbox"/> Competitively Bid/Self Performed Work | <u>2</u> x _____ = _____ |

4. PRIOR PROJECT EXPERIENCE/SUCCESS¹

- | | | |
|---|------------------|--|
| <input type="checkbox"/> Project #1 | | <u>5</u> x <u> </u> = <u> </u> |
| a. Timeliness | d. Disruption | |
| b. Budget Considerations | e. Acceptability | |
| c. Quality | f. Compliance | |
| | | |
| <input type="checkbox"/> Project #2 | | <u>5</u> x <u> </u> = <u> </u> |
| a. Timeliness | d. Disruption | |
| b. Budget Considerations | e. Acceptability | |
| c. Quality | f. Compliance | |
| | | |
| <input type="checkbox"/> Project #3 | | <u>5</u> x <u> </u> = <u> </u> |
| a. Timeliness | d. Disruption | |
| b. Budget Considerations | e. Acceptability | |
| c. Quality | f. Compliance | |
| | | |
| <input type="checkbox"/> Project #4 | | <u>5</u> x <u> </u> = <u> </u> |
| a. Timeliness | d. Disruption | |
| b. Budget Considerations | e. Acceptability | |
| c. Quality | f. Compliance | |
| | | |
| <input type="checkbox"/> Related experience of the firm | | <u>3</u> x <u> </u> = <u> </u> |

5. MISCELLANEOUS¹

- | | |
|--|--|
| <input type="checkbox"/> Claims/litigation history | <u>1</u> x <u> </u> = <u> </u> |
| <input type="checkbox"/> Apprenticeship Training Program | <u>2</u> x <u> </u> = <u> </u> |

TOTAL SCORE: ⁴

NOTES:

1. **Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
2. **Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
3. **Ratings:** Evaluator to assess the strength of each firms qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
4. **Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.

Appendix A1

STATE BUILDINGS PROGRAM ORAL INTERVIEWS/COST PROPOSALS EVALUATION FORM CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES

Name of Firm: _____

Name of Project: _____

Evaluator No: _____ Date: _____

SCORE

| Score | Weight ² | x | Rating ³ | = |
|--|---------------------|---|---------------------|---------|
| 1. <u>QUALIFICATIONS OF THE TEAM</u> ¹ | 25 | x | _____ | = _____ |
| 2. <u>QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS</u> | 15 | x | _____ | = _____ |
| 3. <u>PROJECT MANAGEMENT APPROACH</u> ¹ | 25 | x | _____ | = _____ |
| 4. <u>PRIOR PROJECT EXPERIENCE/SUCCESS</u> ¹ | 20 | x | _____ | = _____ |
| 5. <u>MISCELLANEOUS</u> ¹ | | | | |
| <input type="checkbox"/> Craft Labor Capabilities | 5 | x | _____ | = _____ |
| <input type="checkbox"/> Apprenticeship Training Program | 5 | x | _____ | = _____ |
| <input type="checkbox"/> Overall presentation | 5 | x | _____ | = _____ |

TOTAL SCORE: _____⁴

NOTES:

- Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
- Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
- Ratings:** Evaluator to assess the strength of each firms qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
- Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.

Appendix A2

STATE BUILDINGS PROGRAM SUBMITTAL AND ORAL INTERVIEW RANKING MATRIX

QUALIFICATIONS 60%/FEE 40% *(Optional 70%/30%)*

| FIRM | QUALIFICATIONS ¹ | | | | | | AVERAGE QUALS ² | QUALS SCORE ³ | FEE SCORE ⁴ | QUALS & FEE SCORE ⁵ | RANK ⁶ |
|------|-----------------------------|------------|------------|------------|------------|------------|-------------------------------|-----------------------------|---------------------------|--------------------------------------|-------------------|
| | EVAL #1 | EVAL #2 | EVAL #3 | EVAL #4 | EVAL #5 | EVAL #6 | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

NOTES:

1. Insert total score from each evaluator's PREQUALIFICATION SUBMITTAL or ORAL INTERVIEW/ COST PROPOSALS/EVALUATION FORMS. (Note that the use of the Matrix for the PREQUALIFICATION SUBMITTAL EVALUATION does not consider cost proposals only qualifications). DO NOT combine the scores of the two evaluation forms.
2. Add all evaluators' total scores and divide by the number of evaluators to determine the average score for each firm's qualifications.
3. The highest score for qualifications on the evaluation form is to receive 60 points and the other team scores are to be determined as a percentage of the 60 points. To score each average qualification score, use the example formula.

Assume the highest score is 60.

SCORING OF QUALIFICATIONS

FIRM A: $\frac{600}{600} \times 60 \text{ points} = 60 \text{ points}$

FIRM B: $\frac{500}{600} \times 60 \text{ points} = 50 \text{ points}$

FIRM C: $\frac{400}{600} \times 60 \text{ points} = 40 \text{ points}$

4. Determine score for each firm's sealed cost proposal with the lowest fee being equivalent to a score of 40 points. To score each fee, use the example formula.

Assume the lowest fee was \$100,000.

SCORING OF FEES

FIRM A: $\frac{\$100,000}{\$100,000} \times 40 \text{ points} = 40 \text{ points}$

FIRM B: $\frac{\$100,000}{\$125,000} \times 40 \text{ points} = 32 \text{ points}$

FIRM C: $\frac{\$100,000}{\$150,000} \times 40 \text{ points} = 27 \text{ points}$

5. Add the average qualification score to the fee score to determine cumulative qualifications and fee score.
6. Numerically rank all firms with the highest scoring firm being the most qualified.

Appendix B

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT (Form SC-6.51) (Sample)

[HTTPS://DOCS.GOOGLE.COM/DOCUMENT/D/1JOCVBRQIV3WPELMSAXFIHP1SJZLIQUBU/EDIT?USP=SHARING&OUID=113697161025769927384&RTPOF=TRUE&SD=TRUE](https://docs.google.com/document/d/1JOCVBRQIV3WPELMSAXFIHP1SJZLIQUBU/EDIT?USP=SHARING&OUID=113697161025769927384&RTPOF=TRUE&SD=TRUE)

Appendix B

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT (Form SC-6.51) (Sample)

[HTTPS://DOCS.GOOGLE.COM/DOCUMENT/D/1JOCVBRQIV3WPELMSAXFIHP1SJZLIQUBU/EDIT?USP=SHARING&OUID=113697161025769927384&RTPOF=TRUE&SD=TRUE](https://docs.google.com/document/d/1JOCVBRQIV3WPELMSAXFIHP1SJZLIQUBU/EDIT?USP=SHARING&OUID=113697161025769927384&RTPOF=TRUE&SD=TRUE)

Appendix C

CERTIFICATION AND AFFIDAVIT REGARDING Unauthorized Immigrants (Form UI-1)

<https://docs.google.com/document/d/0ByG39KP3LPICQIN0eUxSV2JmN1k/edit?usp=sharing&ouid=113697161025769927384&resourcekey=0-oyYb-0jV7ZJ210ewmlqWCg&rtpof=true&sd=true>

Appendix D

DIRECT LABOR BURDEN (SBP-6.18)

<https://docs.google.com/document/d/1dZ6w4PSvNQUAeDbOvY9ZZyFWKE2oN4lw/edit?usp=sharing&oid=113697161025769927384&rtpof=true&sd=true>

Appendix E

APPLICABLE PREVAILING WAGE RATES

TO BE VERIFIED BY CONTRACTOR THROUGH OFFICE OF STATE ARCHITECT

<https://drive.google.com/file/d/1H1Jjs388YUX1GxgtXI-eD-XtmT1-Ntyh/view?usp=sharing>

Appendix G

PROGRAM PLAN ETC *(Optional)*

UNIVERSITY OF COLORADO | ANSCHUTZ MEDICAL CAMPUS
CMGC scope for Fitzsimons Renovation,

The University of Colorado | Anschutz Medical Campus is seeking a CMGC partner to renovate portions of the ground, first, second and third floor of the historic Fitzsimons Building located in the center of campus.



The project will require multiple phases of construction and will include renovation of 29,917 square feet over 4 floors as listed below and per the graphic pages at the end of this narrative.

- 780 sf. on the ground floor
- 12,071 sf. on the first floor west
- 13,772 sf. on the second floor west
- 3,294 sf. on the third floor.

The square footage above includes both fully renovated space and partially renovated space. The fully renovated space will require full demolition and reconstruction, while the partially renovated space will require “refresh” improvements. Diagrams with notes are included at the end of this report and indicate the different levels of scope. Page Southerland Page, Inc. will be the architect of record and will provide all design and engineering.

Although the building is listed on the National Register of Historic Places the interior tenant improvement will not have historic limitations for this renovation. Instead, many of the full scope renovations will convert existing space into space similar to Anschutz HUB prototype space. A definition of HUB is noted below.

ORIGINAL HUB located at Academic office 1 Room L15 -1501

“The Hub, a new alternate workspace concept intended for faculty who are mostly clinical and do not have an assigned office. This new modern space offers comfort, amenities, diverse workspace, regeneration/resiliency options, and innovative technology for individuals approved for assignment with access to this space. Open normally 24 hours a day, 7 days a week, The Hub offers reservable workspaces, telehealth offices, teleconferencing spaces, day-use lockers, cable

television, sleep pods, soft seating, Wi-Fi connectivity, IT support, and more to meet the needs of the faculty.”

Inspirational photos of Key Qualities of original HUB that will be pursued at Fitzsimons.



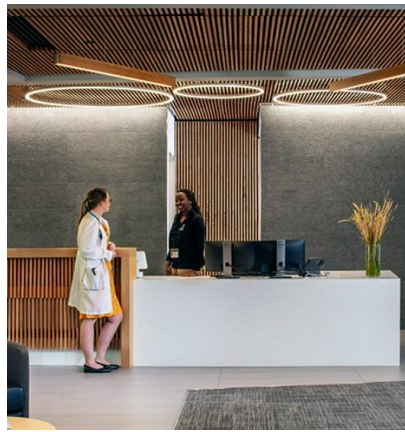
Hub offices



Alternate collaborative spaces



rooms



Reception desk



Conference

The following diagrams note the graphic intentions of the end users for a full build-out vs ‘refresh’.

Full development (red):

In areas for full development scope will include but will not be limited to new architectural, mechanical, plumbing, electrical, IT and. Areas will be demolished back to the perimeter building wall and then rebuilt to the new floor plan. HVAC system will be converted to new system that includes new Air Handling Units, distribution, and controls.

Refresh development (blue)

In areas for refresh development scope will include but will not be limited to new architectural including ceilings and carpet, mechanical, electrical, and IT. New ceilings will be required in most areas as well as carpets.

Appendix H

CM/GC EXHIBIT A – DESIGNED SERVICE AND METHOD OF PAYMENT

CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT
CMGC STANDARD FORMAT
(STATE FORM SC-6.4)

EXHIBIT A

CMGC DESIGNATED SERVICES AND METHOD OF PAYMENT

Exhibit A

Designated Services and Method of Payment
Clarifications

Exhibit A, Designated Services and Method of Payment, requests the CM/GC to include the following items in their estimates for the general conditions. This additional information/clarification is intended to augment the descriptions and requirements included within the actual matrix. Wherever the matrix includes more specific information or this document conflicts with the requirements noted in the matrix, the requirements included in the matrix govern.

1. A/E Trailer – (Temporary Facilities) - Will not be required.
2. Construction Manager's Payment & Performance Bonds – (Insurance and Bonds) - Base upon preliminary budget, will be adjusted if necessary.
3. General Liability, Automobile, Product Liability, and Excess Liability Insurance – (Insurance and Bonds) - Base upon preliminary budget, will be adjusted as necessary.
4. Builder's Risk Insurance – (Insurance and Bonds) - Base upon preliminary budget, will be adjusted as necessary. Costs begin when the construction starts.
5. Construction (Site) Fencing – (Temporary Facilities) - Assume fencing the entire site for the duration of the construction period.
6. Handrails & Toe Boards – (Temporary Facilities) - Provide allowance based on what would be reasonable for a project of this type and schedule.
7. Opening Protection – (Temporary Facilities) - Provide allowance based on what would be reasonable for a project of this type and schedule.
8. Temporary Stairs – (Temporary Facilities) - Provide allowance based on what would be reasonable for a project of this type and schedule.
9. Temporary Power Service – (On-Site Utilities and Services) - Provide allowance based on what would be reasonable for a project of this type and schedule.
10. Temporary Heating – (Temporary Heating) – The Temporary Heating Phase of Exhibit A contains and allocates many elements of anticipated reimbursable general conditions and direct costs. Provide appropriate allowances for these elements of reimbursable general conditions costs based upon what would be reasonable for a project of this type and schedule.
11. Field Inspector and trailer – (Quality Control) – The Quality Control Phase of Exhibit A contains and allocates many elements of anticipated reimbursable general conditions and direct costs. If the CM/GC submitting the proposal feels they will require Field Inspectors as part of their staff for managing the project, the appropriate costs should be reflected in the DPE for staff and reimbursable general condition expenses for transportation, office, and equipment. Please note and include as appropriate the other elements of general conditions cost included in Exhibit A's Quality Control Phase, project photographs, operator on-site training, and prepare operation/maintenance manuals.

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: PRECONSTRUCTION | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| ARCHITECTURAL SELECTION | | | | | | X |
| STRUCTURAL, MECHANICAL AND ELECTRICAL (CONSULTANT) | | | | | 1 | 2 |
| SPECIAL CONSULTANT SELECTION | | | | | | X |
| SURVEYOR SELECTION | | | | | | X |
| SITE SELECTION RECOMMENDATIONS | | | | | 2 | 1 |
| REVIEW DESIGN CONCEPTS | X | | | | | |
| DEVELOP BID PACKAGES/SUB- CONTRACTING STRATEGY | 1 | | | | 2 | |
| SITE USE RECOMMENDATIONS | 2 | | | | 1 | |
| MATERIAL SELECTION RECOMMENDATIONS | 2 | | | | 1 | |
| BUILDINGS SYSTEMS RECOMMENDATIONS | 2 | | | | 1 | |
| BUILDING EQUIPMENT RECOMMENDATIONS (MOVEABLE) | 2 | | | | 2 | 1 |
| BUILDING EQUIPMENT RECOMMENDATIONS (FIXED) | 2 | 2 | | | 1 | |
| CONSTRUCTION FEASIBILITY RECOMMENDATIONS | X | | | | | |
| PROJECT MASTER SCHEDULING | X | | | | | |
| BID PACKAGE RECOMMENDATIONS | 1 | | | | 2 | |
| LIFE CYCLE COSTING ANALYSIS | 2 | | | | 1 | |
| INFORMAL AND FORMAL VALUE ENGINEERING | X | | | | | |
| ENERGY USE ANALYSIS AND RECOMMENDATIONS | 2 | | | | 1 | |
| PRELIMINARY TOTAL COST FEASIBILITY REVIEW | X | | | | | |
| LABOR AVAILABILITY REVIEW (SUBCONTRACTORS) | X | | | | | |
| MATERIAL EQUIPMENT AND CONTRACTOR AVAILABILITY | X | | | | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: PROJECT BUDGETING AND COST CONTROL | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| TOTAL PROJECT COST BUDGET | | | | | | X |
| CONSTRUCTION COST BUDGET | X | | | | | |
| CONSTRUCTION COST BUDGET ESTIMATES | X | | | | | |
| PRELIMINARY COST MODEL | X | | | | | |
| SCHEMATIC DESIGN PHASE ESTIMATES | X | | | | | |
| DESIGN DEVELOPMENT PHASE ESTIMATES | X | | | | | |
| BID PACKAGE/SUBCONTRACT ESTIMATES | X | | | | | |
| CASH FLOW PROJECTIONS | X | | | | | |
| PHASE FUNDING MODELING | X | | | | | |
| MATERIAL SURVEYS | X | | | | | |
| TRADE CONTRACTOR ESTIMATES | X | | | | | |
| CHANGE ORDER ESTIMATES | | | X | | | |
| SET-UP COST ACCOUNTING | | | X | | | |
| SET-UP REPORTING METHODS | | | X | | | |
| SET-UP PAYMENT PROCEDURES | | | 2 | | | 1 |
| SET-UP CHANGE ORDER PROCEDURES | | | 1 | | 2 | 1 |
| CONTINUAL PROJECT COST MONITORING | | | 1 | | 2 | 1 |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: SUB-CONTRACTING SELECTION AND PURCHASING | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| SET PRE-QUALIFICATION CRITERIA | X | | | | | |
| RECOMMEND CONTRACTOR SELECTION METHODS | X | | | | | |
| RECOMMEND CONTRACTOR AWARD SELECTION METHODS | X | | | | | |
| DEVELOP CONTRACTOR INTEREST | X | | | | | |
| PREPARE BIDDING SCHEDULES | X | | | | | |
| CONDUCT PRE-BID CONFERENCE AND ISSUE PLANS | X | | | | | |
| RECEIVE BIDS | X | | | | | |
| ANALYZE BIDS | X | | | | | |
| RECOMMEND AWARD | 1 | | | | 2 | |
| VERIFY UNIT COSTS | X | | | | | |
| NEGOTIATE UNION RATES AND MANPOWER COSTS REQUIRED | | X | | | | |
| CONDUCT PRE-AWARD CONFERENCE | | | X | | | |
| PREPARE CONTRACTS | X | | | | | |
| SUPPLIER AND SUBCONTRACTOR REVIEW | X | | | | | |
| ORIGINATE RFI'S AFTER SCREENING | | | X | | | |
| PREPARE CHANGE ORDERS | | | 2 | | 1 | |
| VERIFY CORRECTNESS OF QUANTITIES AND PRICES OF CHANGE ORDERS | | | 1 | | 2 | |
| COORDINATE OWNER-SUPPLIED FIXED EQUIPMENT | | | 2 | | 1 | 1 |

Responsibility: x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: CONTRACT DOCUMENTS COORDINATION | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| FEASIBILITY REVIEW AND RECOMMENDATIONS | X | | | | | |
| CONSTRUCTIBILITY REVIEW AND RECOMMENDATIONS | X | | | | | |
| SUBCONTRACTOR WORK SCOPING | X | | | | | |
| RESPONSIBILITY FOR: SAFETY PRECAUTIONS | | | X | | | |
| SAFETY PROGRAMS | | | X | | | |
| TEMPORARY FACILITIES | | | X | | | |
| COMMON USE EQUIPMENT | | | X | | | |
| COMMON USE SERVICES | | | X | | | |
| REVIEW FOR: JURISDICTIONAL OVERLAP | X | | | | | |
| INCLUSION OF ALL WORK | X | | | | | |
| PHASE CONSTRUCTION COORD. | X | | | | | |
| IDENTIFY LONG LEAD ITEMS | X | | | | | |
| OBTAIN AGENCY APPROVALS | | | | | 2 | 1 |
| ASSIST IN OBTAINING PERMITS (AS NEEDED) | | | X | | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: CONSTRUCTION PHASE STAFF | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| PROJECT MANAGER (AS REQUIRED) | | | X | | | |
| PROJECT SUPERINTENDENT (AS REQUIRED) | | | X | | | |
| ASSISTANT PROJECT SUPERINTENDENT | | | X | | | |
| MECHANICAL COORDINATOR (AS REQUIRED) | | | X | | | |
| ELECTRICAL COORDINATOR (AS REQUIRED) | | | X | | | |
| OFFICE ENGINEER (AS REQUIRED) | | | X | | | |
| ENGINEERING AND LAYOUT (AS REQUIRED) | | | | X | | |
| FIELD ENGINEER-LINE AND GRADE (AS REQUIRED) | | | | X | | |
| DRAWING CHECKER (AS REQUIRED) | | | X | | | |
| TIME KEEPER/CHECKER (AS REQUIRED) | | | X | | | |
| SCHEDULING ENGINEER (AS REQUIRED) | | | X | | | |
| PROJECT COORDINATOR | | | X | | | |
| COST ENGINEER (AS REQUIRED) | | | X | | | |
| CLERK-TYPIST (AS REQUIRED) | | | X | | | |
| RODMAN AND HELPERS (AS REQUIRED) | | | | X | | |
| SAFETY ENGINEER (AS REQUIRED) | | | X | | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: TRAVEL AND LODGING | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| STAFF TRAVEL COST | | X | | | | |
| STAFF TRANSPORTATION | | X | | | | |
| PROJECT STAFF MOVING EXPENSES | | X | | | | |
| PROJECT STAFF SUBSISTENCE COSTS | | | X | | | |
| PHASE: TEMPORARY FACILITIES | | | | | | |
| SAFETY EQUIPMENT AND FIRST AID SUPPLIES | | | X | | | |
| HANDRAILS AND TOE BOARDS | | | X | | | |
| OPENING PROTECTION | | | X | | | |
| FIRE EXTINGUISHERS | | | X | | | |
| WATCHMAN SERVICE | | | | X | | |
| OFFICE OR TRAILER RENTAL | | | X | | | |
| WATERBOY CUPS | | | X | | | |
| TEMPORARY STAIRS | | | X | | | |
| PROJECT SIGNS | | | X | | | |
| BULLETIN BOARDS | | | X | | | |
| CONSTRUCTION FENCING | | | X | | | |
| BARRICADES AND COVERED WALKWAYS (AS REQUIRED) | | | | X | | |
| SAFETY NETS (AS REQUIRED) | | | | X | | |
| A/E TEMPORARY OFFICE | | | X | | | |
| TEMPORARY TOILETS | | | X | | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: ON-SITE UTILITIES AND SERVICES | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| TEMPORARY TELEPHONE INSTALLATION AND EXPENSE (INCLUDING LOCAL A/E) | | | X | | | |
| TEMPORARY POWER SERVICE | | | X | | | |
| POWER SERVICE | | | X | | | |
| TEMPORARY WATER AND HEATING | | | X | | | |
| HEATING ENERGY CHARGES | | | | X | | |
| TEMPORARY WIRING | | | | X | | |
| LIGHT BULBS | | | | X | | |
| DAILY CLEAN-UP | | | 1 | 2 | | |
| WEEKLY TRASH-REMOVAL | | | 1 | 2 | | |
| FINAL CLEAN-UP | | | 1 | 2 | | |
| DUMP PERMITS AND FEES | | | | X | | |
| DEBRIS HAULING/REMOVAL | | | | X | | |
| FLAGMAN/TRAFFIC CONTROL (AS REQUIRED) | | | | X | | |
| FUELS FOR INITIAL TANK FILLING | | | | X | | |
| TEMPORARY ROADS | | | | X | | |
| ROADWAY MAINTENANCE | | | | X | | |
| DUST CONTROLS | | | | X | | |
| TEMPORARY EROSION CONTROL | | | | X | | |
| TEMP. WATER /SEWER EXPENSE & WATER EXPENSES - SITE GRADING & COMPACTION | | | | X | | |
| TWO-WAY RADIO EQUIPMENT (AS REQUIRED) | | | X | | | |
| TRASH CHUTE AND HOPPERS (AS REQUIRED) | | | | X | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: ON-SITE EQUIPMENT | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| AUTOMOBILE AND FUEL (AS REQUIRED) | | | X | | | |
| PICK-UP TRUCK AND FUEL (AS REQUIRED) | | | X | | | |
| FLATBED TRUCK AND FUEL (AS REQUIRED) | | | X | | | |
| WATER TRUCK (AS REQUIRED) | | | | X | | |
| AIR COMPRESSOR AND FUEL (AS REQUIRED) | | | | X | | |
| DEWATERING EQUIPMENT AND FUEL (AS REQUIRED) | | | | X | | |
| TEMPORARY GENERATOR AND FUEL (AS REQUIRED) | | | X | | | |
| DEBRIS REMOVAL/HAULING EQUIPMENT (AS REQUIRED) | | | | X | | |
| SNOW REMOVAL (AS REQUIRED) | | | X | | | |
| TIRES AND MAINTENANCE COST (AS REQUIRED) | | | X | | | |
| FORKLIFT OPERATOR | | | | X | | |
| MATERIAL HOIST OPERATOR | | | X | | | |
| PERSONNEL OPERATOR | | | X | | | |
| FIXED CRANE OPERATOR | | | | X | | |
| TRAVEL CRANE OPERATOR | | | | X | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: TEMPORARY HEATING | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| REMOVE SNOW AND ICE (AS REQUIRED) | | | X | | | |
| TEMPORARY ENCLOSURES (AS REQUIRED) | | | | X | | |
| PIPING COST IN BUILDING (AS REQUIRED) | | | X | | | |
| FUEL COST FOR HEATING (AS REQUIRED) | | | | X | | |
| POWER COST FOR HEATING (AS REQUIRED) | | | X | | | |
| FURNACE RENTAL (AS REQUIRED) | | | X | | | |
| HEATER RENTAL (AS REQUIRED) | | | X | | | |
| BOILER RENTAL (AS REQUIRED) | | | X | | | |
| OPERATOR - TEMPORARY SYSTEMS (AS REQUIRED) | | | X | | | |
| OPERATION FIRE WATCH (AS REQUIRED) | | | | X | | |
| CLEANING COST (AS REQUIRED) | | | | X | | |
| MAINTENANCE COST (AS REQUIRED) | | | | X | | |
| EXTENDED WARRANTY COST (AS REQUIRED) | | | | X | | |
| FILTER CHANGE (AS REQUIRED) | | | | X | | |
| TEMPORARY OFFICE HEATING (AS REQUIRED) | | | X | | | |
| TEMP WEATHER PROTECTION & HEATING FOR SUBCONTRACTORS (AS REQ'D) | | | | X | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: REPRODUCTION/PRINTING AND DATA PROCESSING | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| COST STUDY DOCUMENTS | | | | | X | |
| SYSTEMS STUDY DOCUMENTS | | | | | X | |
| BID PACKAGE SETS (SEE PARAGRAPH 5.1.4) | | | | 2 | | 1 |
| BIDDING INSTRUCTIONS | X | | | | | |
| CONSTRUCTION DOCUMENTS ORIGINAL | | | | | X | |
| POSTAGE AND EXPRESS COSTS (CM/GC ISSUES PLANS) | | | X | | | |
| AS-BUILT SUB-DOCUMENTS | | | | X | | |
| AS-BUILT DOCUMENTS | | | X | | | |
| ACCOUNTING FORMS | | X | | | | |
| FIELD REPORTING FORMS | | | X | | | |
| SUBCONTRACT AGREEMENT FORMS | X | | | | | |
| SCHEDULE REPORT FORMS | | | X | | | |
| ESTIMATING FORMS | X | | | | | |
| COST REPORTING FORMS | X | | | | | |
| VALUE ANALYSIS STUDIES PRINTING | X | | | | | |
| DATA PROCESSING (MAIN OFFICE) | | X | | | | |
| REFERENCE MATERIALS | | | X | | | |
| SHOP DRAWING PRINTING | | | | X | | |
| ON-SITE FAX AND COPIER | | | X | | | |
| DATA PROCESSING (ON-SITE) | | | X | | | |
| MAINTENANCE MANUALS (FROM SUBS) AND OPERATIONS MANUALS (FROM SUBS) | | | | X | | |

Responsibility: x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: QUALITY CONTROL | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| FIELD INSPECTOR (AS REQUIRED) | | | X | | | |
| INSPECTORS' OFFICE (AS REQUIRED) | | | X | | | |
| INSPECTORS' TRANSPORTATION (AS REQUIRED) | | | X | | | |
| INSPECTORS' EQUIPMENT (AS REQUIRED) | | | X | | | |
| SPECIAL INSPECTION CONSULTANTS | | | | | | X |
| SPECIAL TESTING CONSULTANTS | | | | | | X |
| CONCRETE SUBSTRUCTURE- OBSERVATIONS | | | | | | X |
| CONCRETE TESTING | | | | | | X |
| MASONRY TESTING | | | | | | X |
| COMPACTION TESTING | | | | | | X |
| WELDING TESTING | | | | | | X |
| PIER INSPECTION/TESTING | | | | | | X |
| SOILS INVESTIGATION | | | | | | X |
| SPECIAL TESTING SERVICES (EXCEPT AS NOTED) | | | | | | X |
| PROJECT PHOTOGRAPHS | | | X | | | |
| WARRANTY INSPECTIONS | | 1 | | | 2 | |
| AIR AND WATER BALANCING | | | | X | | |
| OPERATOR ON-SITE TRAINING | | | X | | | |
| PREPARE OPERATION/MAINTENANCE MANUALS | | | 2 | 1 | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: PERMITS AND SPECIAL FEES | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| STORAGE YARD RENTAL | | | | X | | |
| PARKING LOT RENTALS AND SHUTTLE EXPENSES (AS REQUIRED) | | | | 2 | | 1 |
| FIELD OFFICE STAFF PARKING FEES | | | X | | | |
| SIGN PERMITS | | | X | | | |
| STREET/CURB PERMIT | | | | X | | |
| BUILDING PERMITS | | | | | | X |
| PLAN CHECK FEES | | | | | | X |
| WATER SYSTEM DEV. FEE | | | | | | X |
| SEWER USE & DRAINAGE PERMIT/DEV. FEE | | | | | | X |
| STORM CONNECTION FEE | | | | | | X |
| GAS AND POWER SERVICE CHARGE (PERMANENT) | | | | | | X |
| GAS AND POWER SERVICE CHARGE (TEMPORARY) | | | | X | | |
| STEAM SERVICE CHARGE | | | | | | X |
| CHILLER WATER SERVICE CHARGE | | | | | | X |
| SPECIAL TAP FEES | | | | | | X |
| CONTRACTORS LICENSES | | X | | | | |
| CONSTRUCTION EQUIPMENT LICENSES | | X | | | | |
| CONSTRUCTION EQUIPMENT PERMITS | | | | X | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|--|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: INSURANCE AND BONDS | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| BUILDERS RISK INSURANCE | | | X | | | |
| GENERAL LIABILITY, INCLUDING AUTOMOBILE | | | X | | | |
| PRODUCT LIABILITY | | | X | | | |
| EXCESS LIABILITY COVERAGE | | | X | | | |
| WORKERS COMPENSATION (FIELD OFFICE STAFF) | | | X | | | |
| FICA INSURANCE (FIELD OFFICE STAFF) | | | X | | | |
| FEDERAL UNEMPLOYMENT (FIELD OFFICE STAFF) | | | X | | | |
| STATE UNEMPLOYMENT (FIELD OFFICE STAFF) | | | X | | | |
| CONSTRUCTION MANAGER'S PAYMENT BOND | | | X | | | |
| CONSTRUCTION MANAGER'S PERFORMANCE BOND | | | X | | | |
| STATE/LOCAL BONDS | | | | X | | |
| * SUBCONTRACTOR BONDS | | | | X | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

* ONLY AS MUTUALLY AGREED UPON BETWEEN THE PRINCIPAL REPRESENTATIVE AND THE CM.

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|-------------------------------------|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: OTHER COSTS | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| CONSTRUCTION EQUIPMENT | | | | X | | |
| CONSTRUCTION SERVICES LABOR | | | | X | | |
| CONSTRUCTION MATERIALS | | | | X | | |
| COST OF DESIGN AND ENGINEERING | | | | | | X |
| A/E FAST TRACK COST EXTRAS | | | | | | X |
| PRELIMINARY SOILS INVESTIGATION | | | | | | X |
| TITLE/DEVELOPMENT COST | | | | | | X |
| BUILDING OPERATION AFTER MOVE-IN | | | | | | X |
| BUILDING MAINTENANCE AFTER MOVE-IN | | | | | | X |
| MOVING COORDINATION | | | | | | X |
| MOVING COSTS | | | | | | X |
| COSTS OF EMERGENCY WORK | | | | X | | |
| CM GENERAL OVERHEAD COST | | X | | | | |
| CM PROFIT MARGIN | | X | | | | |
| GMP FINANCIAL RESPONSIBILITIES | | X | | | | |
| STATE REQUIRED INSPECTIONS | | | | | | X |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CM/GC | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|------------------------------|----------------------|---------------|------------------------------|---------------------|----------------------|
| PHASE: OFF-SITE SERVICES | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| CORPORATE EXECUTIVES (AS REQUIRED) | X | X | | | | |
| PRINCIPAL IN CHARGE (AS REQUIRED) | X | X | | | | |
| PROJECT EXECUTIVE (AS REQUIRED) | X | X | | | | |
| LEGAL - BASIC SERVICES (AS REQUIRED) | X | X | | | | |
| ACCOUNTING (AS REQUIRED) | | X | | | | |
| PURCHASING (AS REQUIRED) | X | | | | | |
| SAFETY OFFICER (AS REQUIRED) | | X | | | | |
| EEO OFFICER (AS REQUIRED) | X | X | | | | |
| SECRETARIAL AND CLERK-TYPIST (AS REQUIRED) | X | X | | | | |
| BENEFITS AND VACATIONS FOR ABOVE | X | X | | | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Appendix I

UNIVERSITY SUPPLEMENTAL GENERAL CONDITIONS

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.4)**

EXHIBIT P

**UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS CONSTRUCTION
MANAGER/GENERAL CONTRACTOR – SUPPLEMENTARY GENERAL CONDITIONS**

The Construction Manager/General Contractor Agreement shall be amended as follows:

Article 3.4.2.2 Change language to: The construction contingency for the Work shall be equal to three percent (3.0%) of the initial Guaranteed Maximum Price.

The terms 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 11.

ARTICLE 11 INSURANCE - Replace Article 11 as follows:

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

(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,

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)

- 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.

.2 Statement of Policy: It is the policy of the university 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 the 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 Architect/Engineer to remove from the university property any individual or individuals who violate the policy prohibiting sexual harassment.

.5 Contractor acknowledges that all Contractor employees, agents and representatives providing services to the University of Colorado Denver | Anschutz Medical Campus are responsible for complying with University policies and procedures. This includes, without limitation, policies related to professional conduct, sexual misconduct (including non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, sexual harassment, intimate partner abuse, and stalking), and discrimination and harassment based on protected characteristic identity (including race, color, national origin, pregnancy, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy). Please see <http://equity.ucdenver.edu/policies-procedures/>.

.6 Contractor agrees that its employees, agents and representatives who engage in conduct prohibited by University policies, including related retaliation or failure to report, as determined in the University's sole discretion, will be subject to

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 12/09/2019)

ARTICLE 21. MISCELLANEOUS. PROVISIONS

Delete the following section except for Projects that are ARRA funded:

21.22 STATEWIDE CONTRACT MANAGEMENT SYSTEM

Add the following:

21.24 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 Policy on Sexual Harassment and also require all employees, and employees of all professional consultants of any kind, working on this project to adhere to this Policy.

disciplinary action, up to and including termination by Contractor consistent with Contractor's policies and procedures

- .7 Further, as Contractor recognizes and agrees that its selection and hiring of individuals who possess expertise and professional skills to carry out Contractor's obligations in an appropriate and non-discriminatory manner that reflects positively on the University's goodwill and reputation is an essential condition to inducing the University to enter into the Agreement, Contractor agrees to remove or replace any individual whose work or performance under this Agreement is considered by the University as acting inappropriately, unprofessionally, or violating any University policy, in the University's sole discretion, including, without limitation, the aforementioned policies.
- .8 Contractor acknowledges that Contractor's activities involve heightened risks as a result of access or exposure by Contractor's employees or agents to one or more security sensitive environments. Contractor expressly acknowledges that Contractor shall take all commercially reasonable measures to mitigate any such risks, which measures shall include but are not limited to conducting criminal history checks, financial background checks when appropriate, and reference checks on all employees or agents who will be performing work at the University. Upon University request, Contractor shall certify in writing that it has complied with this provision and that all employees, agents, and subcontractors performing work hereunder have satisfactorily completed Contractor's background check.

21.25 UNIVERSITY OF COLORADO DENVER | JANSCHUTZ MEDICAL CAMPUS POLICY ON SECURITY BADGING

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

Appendix J

COVID POLICIES AND PROCEDURES
