

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

(STATE FORM SC-6.21)

State Agency

Insert Department or IHE's Full Legal Name

Department I.D.

Insert Department identification

Contract I.D. Number

Insert CMS number or other contract number

Project Number

Insert OSC Project Number

Project Name

Insert Project as as provided by the State Controller's Office

Contractor Name

Insert Contractor's full Legal Name including "Inc.", "LLC" etc.

Principal Representatives

For the State:

Name

Department Name

Address Line 1

Address Line 2

City, State ZIP

Email

For Contractor:

Name

Company Name

Address Line 1

Address Line 2

City, State ZIP

Email

ATTACHMENT 1: The General Conditions of the Contractor's Design/Bid/Build (D/B/B)
Agreement (SC-6.23)

SC-6.21

Rev. 09/2026

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

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

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed by the State Controller (or an authorized delegate) or the **Title of IHE CFO** per the Fiscal Rules of the individual Institution of Higher Education.

Project Number/Name: Insert OSC Project Number followed by Project Name

Contract ID No.: Insert CMS Number & Encumbrance Number

CONTRACTOR

INSERT: Legal Name of Contractor

STATE OF COLORADO

Jared S. Polis, Governor

INSERT: Name of Agency or IHE

INSERT: Name & Title of Head of Agency or IHE

By: Name & Title of Person Signing for Contractor

Date: _____

By: Name & Title of Person Signing for Agency or IHE

Date: _____

OFFICE OF THE STATE ARCHITECT

State Buildings Program

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: Name & Title of Person Signing for State Buildings

Date: _____

By: Assistant Attorney General

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Name of Agency or IHE Delegate

Effective Date: _____

STATE OF COLORADO
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CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

(STATE FORM SC-6.21)

Department ID: Insert Dept. Code Contract ID #: Insert Contract ID

Project #: Insert Project #

PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Insert Department's or IHE's Full Legal Name hereinafter referred to as the State or Principal Representative, and Insert Contractor's full Legal Name including "Inc.", "LLC" etc. having its offices at Street address, City, State and Zip Code hereinafter referred to as the Contractor.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date.

INITIAL EXPIRATION DATE. This Agreement will expire on Insert Month day, year, (the "Initial Expiration Date"), which is four (4) years after the capital construction appropriate date and includes the one (1) year warranty period. The Initial Expiration Date may be extended by the mutual agreement of the Parties in order to accommodate the Project schedule, as approved by the Architect/Engineer. In no event shall the Initial Expiration Date or the amended expiration date supersede or contradict the dates of Substantial Completion or Final Acceptance or prohibit the completion of any warranty Work identified or in progress at the end of the one (1) year warranty period.

RECITALS:

WHEREAS, the Principal Representative intends to engage the services of a Contractor for the Insert Project Name as provided by the State Controller's Office hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number Insert Fund Number Here, Account Number Insert Account Number here; and

WHEREAS, the State has **Appropriated** and the Principal Representative has been authorized to expend the total sum of Insert Dollar Value in Written Words Dollars (\$____) for this project including all professional services, construction/improvements, project contingencies, furnishings, movable equipment, reimbursable expenses and miscellaneous expenses; and

WHEREAS, funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in Article 5.1; and)

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

1 ARTICLE 1 PERFORMANCE OF THE WORK

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

2 ARTICLE 2 PROVISIONS OF THE CONTRACT DOCUMENTS

The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its contractor in strict accordance with the provisions of the Contract Documents.

3 ARTICLE 3 TIME OF COMPLETION

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

4 ARTICLE 4 ESSENTIAL CONDITION

Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.6 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

5 ARTICLE 5 CONTRACT SUM

The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of INSERT DOLLAR VALUE IN WORDS DOLLARS AND NO/100 (\$_____).

Name of Document	Short Description of Work/Date	Dollar Amount
Base Bid Amount	Base Bid	
Alt. #		
Alt. #		
	Total Contract Sum	\$ -

5.1 CONDITION PRECEDENT

(At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Contractor only for performance of the services through and including design phases that have been fully funded Therefore, it shall be a Condition Precedent to the Contractor's performance of the remaining services and the State's liability to pay for such performance, sufficient funding must be appropriated and made available to the Principal Representative for the Project prior to _____ and, as a further Condition Precedent, a written Amendment is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the project. If either Condition Precedent is not satisfied by _____, the Contractor's obligation to perform services for Insert the future scope of work or design phases and the State's obligation to pay for such service is discharged without liability to each other. If funding is eventually made available after _____, the Contractor has no right to perform services under of this Agreement and the state has no right to require the Architect/Engineer to perform the said services.)

6 ARTICLE 6 CONTRACT DOCUMENTS

The Contract Documents, as enumerated in Article 1.1 of The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement (SC-6.23), (the "General Conditions"). The Contract Documents, including the General Conditions, are all essential parts of this Agreement and are fully incorporated herein.

6.1 CAPITALIZED TERMS

Capitalized terms used herein and not defined shall have the meanings ascribed to them in The General Conditions of Design/Bid/Build (D/B/B) Agreement (SC-6.23)

7 ARTICLE 7 OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article 7 alter or enlarge upon the following Articles (the General Conditions of the Contractor's Design/Bid/Build Agreement SC-6.23):

7.1 MODIFICATION OF ARTICLE 2: Execution, Correlation, Intent of Documents,

Communication and Cooperation.

If the box below is marked, certification of apprenticeship utilization is required for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical and plumbing work on the project.

☐ _____ Principal Representative initial

7.2 MODIFICATION OF ARTICLE 13: Shop Drawings, Product Data and Samples

If the box below is marked, the Buy Clean Colorado Act, §24-92-117, C.R.S., shall be applicable to the Project. The Contractor is responsible for submitting Environmental Product Declaration (EPD) information for all eligible materials to be used on the project.

☐ _____ Principal Representative initial

7.3 MODIFICATION 1 OF ARTICLE 27: Labor and Wages

If the box below is marked, the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

☐ _____ Principal Representative initial

7.4 MODIFICATION 2 OF ARTICLE 27: Labor and Wages

If the box below is marked, the State prevailing wage statute shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

☐ _____ Principal Representative initial

7.5 MODIFICATION OF ARTICLE 39: Non-Binding Dispute Resolution

If the box below is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of less than \$500,000.

☐ _____ Principal Representative initial

7.6 MODIFICATION OF ARTICLE 45: Guarantee Inspections After Completion

If the box below is marked the six month guarantee inspection is not required.

☐ _____ Principal Representative initial

7.7 MODIFICATION OF ARTICLE 46: Time of Completion and Liquidated Damages

If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of The General Conditions of the Design/Bid/Build Agreement Article 46, Time of Completion And Liquidated Damages, in the amounts and as here indicated. The election

of liquidated damages shall limit and control the parties right to damages as the State's sole and exclusive remedy for delay.

7.7.1 Inability To Use The Project

For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal Insert dollar value in words **Dollars** (\$_____). shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

7.7.2 Damages Related to Extended Closeout

For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance (after the issuance of the final Notice of Substantial Completion), the Contractor agrees that an amount equal to insert dollar value in words **Dollars** (\$_____). shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

8 ARTICLE 8 NOTICE IDENTIFICATION

All Notices pertaining to this Agreement and the General Conditions (SC-5.23) or otherwise required to be given shall be transmitted in writing, to the individuals at the addresses listed below, and shall be deemed duly given when received by the parties at their addresses below or any subsequent persons or addresses provided to the other party in writing.

NOTICE TO PRINCIPAL REPRESENTATIVE:

Insert Name of individual acting on the PR behalf
Insert Street Address
City, State Zip Code
Insert email address

With copies to State Buildings Program (or Delegate)

Insert Name of individual acting on OSA/SBP behalf

Insert Street Address
City, State Zip Code
Insert email address

NOTICE TO CONTRACTOR:

Insert Name of individual acting on the contractor behalf
Insert Street Address
City, State Zip Code
Insert email address

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EXHIBIT A: CONTRACTORS BID

CONTRACTOR'S BID (Form SBP-6.13)

Workers' Compensation Certification (SBP-4.1)

Bid Alternates (Form SBP-6.131)

Unit Pricing (Form SBP-6.133)

Bid Bond (Form SBP-6.14) 

Labor Burden Calculation (Form SBP-6.18)

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EXHIBIT B: PERFORMANCE BOND

PERFORMANCE BOND (Form SC-6.22)

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EXHIBIT C: LABOR AND MATERIAL PAYMENT BOND

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

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EXHIBIT D: INSURANCE CERTIFICATE(S)

INSURANCE CERTIFICATE(S) (attached)

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EXHIBIT E: BUILDING CODE COMPLIANCE POLICY

APPROVED STATE BUILDING CODES

**BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING CODES, PLAN
REVIEWS, BUILDING INSPECTIONS AND STATE DEVELOPMENT REQUIREMENTS**

Refer to the Office of the State Architect's Building Codes Webpage for the *Building Code
Compliance Policy* (Rev.)

Exhibit A: Approved Building Codes of the Code Compliance Policy dated _____. including the
Amendments to the International Building Code and Code Compliance Plan Review Procedures
(Rev.)

Exhibit B: Plan Review Procedures of the *Code Compliance Policy* dated _____.

Exhibit I: State Development Requirements of the *Code Compliance Policy* dated _____.

The State Buildings Program [Building Codes Webpage](https://osa.colorado.gov/building-codes) may be found at:
<https://osa.colorado.gov/building-codes>

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EXHIBIT F: STATE SALES AND USE TAX FORM



STATE SALES AND USE TAX FORM

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**EXHIBIT G: APPLICABLE PREVAILING WAGE DETERMINATIONS AND APPRENTICESHIP
CONTRIBUTION RATES**

**Applicable Prevailing Wage Determinations
Apprenticeship Contribution Rates**

(Applicable for projects \$500,000 or more that are not supplemented with federal funds)

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EXHIBIT H: APPRENTICESHIP UTILIZATION CERTIFICATIONS

**APPRENTICESHIP UTILIZATION CERTIFICATIONS
(Applicable for project costs \$1,000,000 or more)**