
RED ROCKS COMMUNITY COLLEGE
CONSTRUCTION TECHNOLOGY CENTER
ROOF REPLACEMENT
Lakewood, Colorado

State Project No. 2011-111M19

WJE Project No. 2019.1483.1

Consultant:



Wiss, Janney, Elstner Associates, Inc.

3609 South Wadsworth Bld., Suite 400

Lakewood, Colorado 80235

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END OF SECTION



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

INFORMATION FOR BIDDERS

Institution or Agency: Red Rocks Community College
Project No./Name: 2011-111M19/ Re-roof Construction Technology Center

1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids shall be submitted in sealed envelopes bearing the address and information shown below. If a bid is submitted by mail, this aforementioned sealed envelope should be enclosed in an outer envelope and sent to the following addressee:

INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

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

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

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.
4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES - CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS - 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where

exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
7. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
8. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
 - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
 - B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
 - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
9. **NOTICE OF CONTRACTOR'S SETTLEMENT** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

The Advertisement for Bids can be located at the web site: www.colorado.gov/pacific/osa/cdnotices
(Click on the appropriate link [ColoradoVSS or ColoradoBIDS] or on the State Purchasing Office website)



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

Institution/Agency: _____

Project No./Name: _____

Bidder Acknowledges Receipt of Addenda Numbers: _____

Bidder Anticipates Services outside the United States or Colorado:* _____

Bidder will comply with 80% Colorado Labor on project above \$500,000: _____

Bidder is a Service-Disabled Veteran Owned Small Business:* _____

No <input type="checkbox"/>	Yes <input type="checkbox"/>	If Yes see 3A below
Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No see 3B below
No <input type="checkbox"/>	Yes <input type="checkbox"/>	If Yes see 3C below

Base Bid

\$ _____

(Refer to Bid Alternate Form SC-6.13.1 Attached, If Applicable)

Bidder's Time of Completion

a. Time Period from Notice to Proceed to Substantial Completion: _____

b. Time Period from Substantial Completion to Final Acceptance: _____

c. Total Time of Completion of Entire Project (a + b): _____

- BID:** Pursuant to the advertisement by the State of Colorado dated _____ the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
- EXAMINATION OF DOCUMENTS AND SITE:** The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
 - If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder 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) *
 - For State Public Works projects per C.R.S. 8-17-101, 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. Bidders 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. (Does not apply to any project that receives federal moneys) *
 - A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, 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 bid submission. *
- BID GUARANTEE:** This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.
- TIME OF COMPLETION:** The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from

the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

- 6. **EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
- 7. **ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
- 8. **Submit wage rates** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
- 9. **The right is reserved to waive informalities and to reject any and all Bids.**

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

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this _____ Day of _____, 20_____

THE BIDDER:

Company Name

Address (including city, state and zip)

Phone number:

Name (Print) and Title

Signature



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

BID BOND

Institution/Agency: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 20_____.

(Corporate Seal)

ATTEST

Secretary

Name (Print)

THE PRINCIPAL

Company Name

Address (including city, state and zip)

Phone number: _____

Signature

Name (Print) and Title

SIGNATURES

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

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

(Corporate Seal)

THE SURETY

By _____

Attorney-in-Fact

Secretary

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



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

NOTICE OF AWARD

(Design/Bid/Build and Design/Build Lump Sum Agreements)

Date of Notice: _____
Date to be inserted by the Agency/Institution

Agency/Institution: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

TO:

The State of Colorado, represented by the undersigned, has considered the Proposals submitted for the above described work.

Your Proposal, deemed to be in the best interest of the State of Colorado, in the amount of _____
DOLLARS AND NO/100* (\$ _____ *) is hereby accepted, pending final execution of the Agreement.

You **are** required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants and Labor Overhead (Direct Labor Burdens) for Work performed by Contractor and major Subcontractors within ten (10) days from the date of this Notice.

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

By _____ Date _____ By _____ Date _____
State Buildings Programs (or Authorized Delegate) Principal Representative (Agency/Institution)

When completely executed, this form is to be sent by **certified mail** to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a **sole proprietor**, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this _____ day of _____, 20_____.

VENDOR:

Vendor Full Legal Name

BY

:

Signature of Authorized Representative

Title

**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)**

DEPARTMENT ID: _____

CONTRACT ID #: _____

PROJECT #: _____

PROJECT NAME: _____

VENDOR NAME: _____

**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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EXHIBITS:

- A.** Contractor's Bid (Form SC-6.13)
- B.** Performance Bond (Form SC-6.22)
- C.** Labor and Material Payment Bond (Form SC-6.221)
- D.** Insurance Certificates
- E.** Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI - 1), (required at contract signing prior to commencing work)
- F.** Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections.

**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)**

Department ID: _____ Contract ID #: _____ Project #: _____

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the (agency), hereinafter referred to as the Principal Representative, and (vendor name) having its offices at (vendor address) hereinafter referred to as the Contractor.

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

RECITALS:

WHEREAS, the Principal Representative intends to procure (project name) 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 _____, Account Number _____; and

WHEREAS, this is a phase one waived contract, waiver number 156 Contractors Agreement for Capital Construction Form SC6.21.

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

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.

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 Architect/Engineer in strict accordance with the provisions of the Contract Documents.

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.

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 7.4 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

ARTICLE 5. CONTRACT SUM

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

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement SC-6.23, are all essential parts of this Agreement and are fully incorporated herein.

ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS

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

The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable.

1. 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

2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

If the box 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

3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

If the box 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 – Facilitated Negotiations, 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

4. 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 only to the extent noted.

4.1. 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 to _____ (\$ _____) 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.

4.2. 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 _____ (\$ _____) 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.

ARTICLE 8. NOTICE IDENTIFICATION

All Notices pertaining to General Conditions 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:

With copies to (State Buildings Program (or Delegate) State of Colorado):

Notice to Contractor:

With copies to:

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

THE CONTRACTOR

STATE OF COLORADO, acting by and through:
(Insert Name of Agency or IHE)

Legal Name of Contracting Entity

By: _____
(Insert Name & Title of Principal Representative for Agency or IHE)

Date: _____

*Signature

APPROVED
DEPARTMENT OF PERSONNEL &
ADMINISTRATION
STATE BUILDINGS PROGRAM
State Architect (or authorized Delegate)

By _____
Name (print) Title

By: _____
(Insert Name of Authorized Individual)

Date: _____

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

C.R.S. § 24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:
STATE OF COLORADO
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____
(Insert Name & Title of Authorized Individual)

Date: _____

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

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

EXHIBIT A

CONTRACTOR'S BID (Form SBP-6.13)

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

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

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)

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

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

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

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

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

EXHIBIT D

INSURANCE CERTIFICATE(S) (attached)

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

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

EXHIBIT E

Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI-1), (required at contract signing prior to commencing work)

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

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

EXHIBIT F

Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

PERFORMANCE BOND

Institution/Agency: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____
_____ are held and firmly bound unto **the STATE OF COLORADO**

acting by and through _____
(AGENCY OR INSTITUTION)

hereinafter called the "Principal Representative", in the sum of _____
_____ Dollars (\$ _____)

for the payment whereof the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal
Representative have entered into a certain Contract, hereinafter called "Contract," dated _____
_____, 20____, for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of , A.D., _____ 20____.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By: _____
Attorney-in-fact

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

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

LABOR AND MATERIAL BOND

Institution/Agency: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto the STATE OF COLORADO

acting by and through _____
(agency or institution)

hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of _____ Dollars (\$_____)

together with interest at the rate of eight per cent (8%) per annum on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _____, 20__ for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless the State of Colorado and the Principal Representative from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and repay the State of Colorado and the Principal Representative all outlay and expense which the State of Colorado and the Principal Representative may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of the work of said Contract, and it said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless the State of Colorado and the Principal Representative to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forbearance on the part of either the State of Colorado or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this _____ day of _____, A.D., 20_____.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By: _____

Title: _____

Secretary

(Corporate Seal)

SURETY

By: _____

Attorney-in-fact

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

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

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



**THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD (D/B/B)
AGREEMENT
(STATE FORM SC-6.23)**

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

**THE GENERAL CONDITIONS OF THE CONTRACTOR’S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.23)**

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

**THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT
(STATE FORM SC-6.23)**

ARTICLE 1. DEFINITIONS

CONTRACT DOCUMENTS

The Contract Documents consist of the following some of which are procedural documents used in the administration and performance of the Agreement:

1. Contractor's Design/Bid/Build Agreement; (SC-6.21);
2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
3. General Conditions of the Contractor's Design/Bid/Build Agreement (SC- 6.23) and if applicable, Supplementary General Conditions;
4. Detailed Specification Requirements, including all addenda issued prior to the opening of the bids; and,
5. Drawings, including all addenda issued prior to the opening of the bids.
6. Change Orders (SC-6.31) and Amendments (SC-6.0), if any, when properly executed.
7. Authorization to Bid (SBP-6.10)
8. Information for Bidders (SBP-6.12);
9. Bid (SBP-6.13);
10. Bid Bond (SBP-6.14);
11. Notice of Award (SBP-6.15);
12. Builder's risk insurance certificates of insurance (ACORD 25-S);
13. Liability and Workers' compensation certificates of insurance;
14. Notice to Proceed (Design/Bid/Build) (SBP-6.26);
15. Notice of Approval of Occupancy/Use (SBP-01);
16. Notice of Partial Substantial Completion (SBP-071);
17. Notice of Substantial Completion (SBP-07);
18. Notice of Partial Final Acceptance (SC-6.27);
19. Notice of Final Acceptance (SBP-6.271);
20. Notice of Partial Contractor's Settlement (SC-7.3);
21. Notice of Contractor's Settlement (SBP-7.31);
22. Application and Certificate for Contractor's Payment (SBP-7.2);
23. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, the Specifications or required by the State Buildings Program or the Principal Representative, including but not necessarily limited to Pre-Acceptance Check List (SBP-05) and the Building Inspection Record (SBP-BIR). A list of the current standard State Buildings Program forms applicable to this Contract may be obtained from the Principal Representative on request.

DEFINITIONS OF WORDS AND TERMS USED

1. **AGREEMENT.** The term "Agreement" shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement
2. **AMENDMENT:** The term "Amendment" means a written order signed by the Principal Representative or its authorized agent, issued after the execution of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Contract Sum, or the Contract Time as required by State Building Program's policy Contract Modification Guidelines.

3. ARCHITECT/ENGINEER. The term "Architect/Engineer" shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.
4. CHANGE ORDER. The term "Change Order" means a written order directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.
5. COLORADO LABOR. The term "Colorado labor", as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public Works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.
6. CONTRACTOR. The word "Contractor" shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative
7. DAYS. The term "days" whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used it shall mean business days of the State of Colorado.
8. DRAWINGS. The term "Drawings" shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.
9. EMERGENCY FIELD CHANGE ORDER. The term "Emergency Field Change Order" shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35D executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35D.
10. FINAL ACCEPTANCE. The terms "final acceptance" or "finally complete" mean the stage in the progress of the Work, after substantial completion, when all remaining items of Work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.
11. FIXED LIMIT OF CONSTRUCTION COST. The term "Fixed Limit of Construction Cost" shall set forth a dollar amount available for the total Construction Cost of all elements of the Work as specified by the Principal Representative.
12. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice. Notice by facsimile transmission where proper transmission is evidence shall be adequate where facsimile numbers are included in Article 8 of the Agreement. Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
13. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

14. OWNER. The term "Owner" shall mean the Principal Representative.
15. PRINCIPAL REPRESENTATIVE. The term "Principal Representative" shall be defined, as provided in C.R.S. § 24-30-1301(14), as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in C.R.S. § 24-30-1301(14), as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative's representatives on the project and shall be provided with a response in writing when requested.
16. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
17. PROJECT. The "Project" is the total construction of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.
18. REASONABLY INFERABLE. The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications. If there is a difference of opinion, the Principal Representative shall make the determination as to the standards of what reasonably inferable.
19. SAMPLES. The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
20. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).
21. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.23" is the State form number for these General Conditions of the Contractor's Design/Bid/Build Agreement).
22. SCHEDULE OF VALUES. The term "Schedule of Values" is defined as the itemized listing of description of the Work by Division and Section of the Specifications. The format shall be the same as Form SC-7.2. Included shall be the material costs, and the labor and other costs plus the sum of both.
23. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
24. SPECIFICATIONS. The term "Specifications" shall mean the requirements of the CSI divisions of the project manual prepared by the Architect/Engineer describing the Work to be accomplished.
25. STATE BUILDINGS PROGRAM. Shall refer to the Office of the State Architect within the Department of Personnel & Administration of Colorado State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public Works and improvements erected for state purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in C.R.S. § 24-30-1301, *et seq.* The term State Buildings Program shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Program.
26. SUBCONTRACTOR. The term "Subcontractor" shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor.
27. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General

Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are *required* by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

28. **SUBSTANTIAL COMPLETION.** The terms “substantial completion” or “substantially complete” mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.
29. **SUPPLIER.** The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
30. **SURETY.** The term “Surety” shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.
31. **VALUE ENGINEERING.** “Value Engineering” or “VE” is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.
32. **WORK.** The term “Work” shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor’s obligations under the Contract.

ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION

A. EXECUTION

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

1. Execute the Agreement, State Form SC-6.21;
2. Furnish fully executed Performance and Labor and Material Payment Bonds on State Form s SC-6.22 and SC-6.221; and
3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
4. Furnish certified copies of any insurance policies requested by the Principal Representative.

B. CORRELATION

By execution of the Agreement the Contractor represents that the Contractor has visited the site, has become familiar with local conditions and local requirements under which the Work is to be performed, including the building code programs of the State Buildings Program as implemented by the Principal Representative, and has correlated personal observations with the requirements of the Contract Documents.

C. INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Contractor’s failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional

cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

Where a conflict occurs between or within standards, Specifications or Drawings, which is not resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply so long as such more stringent or higher quality requirements are reasonably inferable. The Architect/Engineer shall decide which requirements will provide the best installation.

With the exception noted in the following paragraph, the precedence of the Contract Documents is in the following sequence:

1. The Agreement (SC-6.21);
2. The Supplementary General Conditions, if any;
3. The General Conditions (SC-6.23); and
4. Drawings and Specifications, all as modified by any addenda.

Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Notwithstanding the foregoing order of precedence, the Special Provisions of Article 52 of the General Conditions, Special Provisions, shall take precedence, rule and control over all other provisions of the Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the form required by name or context and the form required by number, the form required by name or context shall control. The Contractor may obtain State forms from the Principal Representative upon request.

D. PARTNERING, COMMUNICATIONS AND COOPERATION

In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of construction contracts, the Contractor and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Contract may be better achieved and issues resolved in a more fully informed atmosphere.

The Contractor and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of the Notice to Proceed, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Contract unless and except by written Amendment to the Contract, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Contract. It is also recognized that projects with relatively low contract values may not justify the expense or special efforts required. In the case of small projects with an initial Contract value under \$500,000, the requirements of the preceding paragraph shall not apply.

ARTICLE 3. COPIES FURNISHED

The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the Work.

ARTICLE 4. OWNERSHIP OF DRAWINGS

Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other Work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

The Contractor may retain the Contractor's Contract Document set, copies of Drawings and Specifications used to contract with others for any portion of the Work and a marked up set of as-built drawings.

ARTICLE 5. ARCHITECT/ENGINEER'S STATUS

The Architect/Engineer is the representative of the Principal Representative for purposes of administration of the Contract, as provided in the Contract Documents and the Agreement. In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable Architect/Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be the same as that of the former Architect/Engineer.

ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION

A. DECISIONS

The Architect/Engineer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents, and in the exercise of due diligence shall be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

B. JUDGMENTS

The Architect/Engineer is, in the first instance, the judge of the performance required by the Contract Documents as it relates to compliance with the Drawings and Specifications and quality of Workmanship and materials.

The Architect/Engineer shall make judgments regarding whether directed Work is extra or outside the scope of Work required by the Contract Documents at the time such direction is first given. If, in the Contractor's judgment, any performance directed by the Architect/Engineer is not required by the Contract Documents or if the Architect/Engineer does not make the judgment required, it shall be a condition precedent to the filing of any claim for additional cost related to such directed Work that the Contractor, before performing such Work, shall first obtain in writing, the Architect/Engineer's written decision that such directed Work is included in the performance required by the Contract Documents. If the Architect/Engineer's direction to perform the Work does not state that the Work is within the performance required by the Contract Documents, the Contractor shall, in writing, request the Architect/Engineer to advise in writing whether the directed Work will be considered extra Work or Work included in the performance required by the Contract Documents.

The Architect/Engineer shall respond to any such written request for such a decision within three (3) business days and if no response is provided, or if the Architect/Engineer's written decision is to the effect that the Work is included in the performance required by the Contract Documents, the Contractor may file with the Principal Representative and the Architect/Engineer a Notice of claim in accordance with Article 36, Claims. Whether or not a Notice of claim is filed, the Contractor shall proceed with the ordered Work. Disagreement with the decision of the Architect/Engineer shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance.

C. ACCESS TO WORK

The Architect/Engineer, the Principal Representative and representatives of State Buildings Program shall at all times have access to the Work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.

D. INSPECTION

The Architect/Engineer has agreed to make, or that structural, mechanical, electrical engineers or other consultants will make, periodic visits to the site to generally observe the progress and quality of the

Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

Without in any way meaning to be exclusive or to limit the responsibilities of the Architect/Engineer or the Contractor, the Architect/Engineer has agreed to observe, among other aspects of the Work, the following for compliance with the Contract Documents:

1. Compaction testing reports based upon the findings and recommendations of the Principal Representative's testing consultant;
2. Bearing surfaces of excavations before concrete is placed based upon the findings and recommendations of the Principal Representative's soils engineering consultant;
3. Reinforcing steel after installation and before concrete is poured;
4. Structural concrete;
5. Laboratory reports on all concrete testing based upon the findings and recommendations of the Principal Representative's testing consultant;
6. Structural steel during and after erection and prior to its being covered or enclosed;
7. Steel welding; Principal Representative will furnish steel welding inspection consultant/agency if required or necessary for the project;
8. Mechanical and plumbing Work following its installation and prior to its being covered or enclosed;
9. Electrical Work following its installation and prior to its being covered or enclosed; and
10. Any special or quality control testing required in the Contract Documents provided by the Principal Representative's testing consultant.

If the Specifications, the Architect/Engineer's instructions, laws, ordinances of any public authority require any Work to be specifically tested or approved, the Contractor shall give the Principal Representative, Architect/Engineer and appropriate testing agency (if necessary) timely notice of its readiness for observation by the Architect/Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. The Contractor shall give all required Notices to the Principal Representative or his or her designee for inspections required for the building inspection program. It shall be the responsibility of the Contractor to determine the Notice required by the State pursuant to Building Inspection Record for the Project, according to State form SBP-B.I.R., or the equivalent form required by the Principal Representative as approved by the State Buildings Program. If any portion of the Work should be covered contrary to the reasonable request of the Architect/Engineer, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for its observation and shall be replaced at the Contractor's expense.

If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to its being covered, it may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Amendment or Change Order, be charged to the Principal Representative. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Principal Representative or a separate Contractor as provided in Article 18, in which event, the Principal Representative shall be responsible for the payment of such costs.

ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

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

The Contractor shall give efficient supervision to the Work, using his or her best skill and attention. He or she shall carefully study and compare all Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which he or she may discover in writing to the Architect/Engineer. The Contractor shall not be liable to the Principal Representative for damage to the extent it results from errors or deficiencies in the Contract Documents or other instructions by the Architect/Engineer, unless the Contractor knew or had reason to know, that damage would result by proceeding and the Contractor fails to so advise the Architect/Engineer.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a uniform, thorough and first-class manner in every respect. The Contractor's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor's Work. The Contractor shall lay out all Work in a manner satisfactory to the Architect/Engineer, making permanent records of all lines and levels required for excavation, grading, foundations, and for all other parts of the Work.

ARTICLE 8. MATERIALS AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be first class and of uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor is fully responsible for all acts and omissions of the Contractor's employees and shall at all times enforce strict discipline and good order among employees on the site. The Contractor shall not employ on the Work any person reasonably deemed unfit by the Principal Representative or anyone not skilled in the Work assigned to him.

ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

A. SURVEYS

The Principal Representative shall furnish all surveys, property lines and bench marks deemed necessary by the Architect/Engineer, unless otherwise specified.

B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Program requires each Principal Representative to administer a building code inspection program, the implementation of which may vary at each agency or institution of the State. The Contractors' employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building's Programs. The Contractor shall obtain and pay for such permits.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

C. TAXES

1. Refund of Sales and Use Taxes

The Contractor shall pay all local taxes required to be paid, including but not necessarily limited to all sales and use taxes. If requested by the Principal Representative prior to issuance of the Notice to Proceed or directed in the Supplementary General Conditions or the Specifications, the Contractor shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Contractor, and the Contractor shall furnish such data as may be necessary to enable the State of Colorado, acting by and through the Principal Representative, to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes. When so requested or directed, the Contractor shall require Subcontractors at all tiers to pay all local sales and use taxes required to be paid and to maintain records and furnish the Contractor with such data as may be necessary to obtain refunds of the taxes paid by such Subcontractors. No State sales and use taxes are to be paid on material to be used in this Project. On application by the purchaser or seller, the Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per C.R.S. § 39-26-703(2)(b), and C.R.S. § 39-26-708.

2. Federal Taxes

The Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from the proposal. The Principal Representative will furnish the Contractor, on request exemption certificates.

D. LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that the Drawings or Specifications require Work which is at variance therewith, the Contractor shall without delay notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in Article 35, Changes In The Work.

The Contractor shall bear all costs arising from the performance of Work required by the Drawings or Specifications that the Contractor knows to be contrary to such laws, ordinances, rules or regulations, if such Work is performed without giving Notice to the Architect/Engineer.

ARTICLE 10. PROTECTION OF WORK AND PROPERTY

A. GENERAL PROVISIONS

The Contractor shall continuously maintain adequate protection of all Work and materials, protect the property from injury or loss arising in connection with this Contract and adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall make good any damage, injury or loss, except to the extent:

1. Directly due to errors in the Contract Documents;
2. Caused by agents or employees of the Principal Representative; and,
3. Due to causes beyond the Contractor's control and not to fault or negligence; provided such damage, injury or loss would not be covered by the insurance required to be carried by the Contractor;

B. SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project,

whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of this Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Contractor shall not permit open fires within the building enclosure. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

The Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles.

C. **EMERGENCIES**

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor without special instruction or authorization from the Architect/Engineer or Principal Representative, is hereby permitted to act, at his or her discretion, to prevent such threatened loss or injury; and he or she shall so act, without appeal, if so authorized or instructed. Provided the Contractor has no responsibilities for the emergency, if the Contractor incurs additional cost not otherwise recoverable from insurance or others on account of any such emergency Work, the Contract sum shall be equitably adjusted in accordance with Article 35, Changes In The Work.

ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep on the job site one copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or Samples, and as-built drawings. As-built drawings shall be updated weekly by the Contractor and Subcontractors to reflect actual constructed conditions including dimensioned locations of underground Work and the Contractor's failure to maintain such updates may be grounds to withhold portions of payments otherwise due in accordance with Article 33, Payments Withheld. All such documents shall be available to the Architect/Engineer and representatives of the State. In addition, the Contractor shall keep on the job site one copy of all approved addenda, Change Orders and requests for information issued for the Work.

The Contractor shall develop procedures to insure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Shop Drawing and Product Data submittal log, and a Sample submittal log to record the status of all necessary and required submittals.

ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

A. **REQUESTS FOR INFORMATION**

The Architect/Engineer shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from. The Architect/Engineer shall determine what additional instructions or drawings are necessary for the proper execution of the Work.

The Work shall be executed in conformity with such instructions and the Contractor shall do no Work without proper drawings, specifications or instructions. If the Contractor believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Contractor shall give Notice of such need in writing through a request for information furnished to the Architect/Engineer sufficiently in advance of the need for such additional instructions, specifications or

drawings to avoid delay and to allow the Architect/Engineer a reasonable time to respond. The Contractor shall maintain a log of the requests for information and the responses provided.

B. SCHEDULES

1. Submittal Schedules

Prior to filing the Contractor's first application for payment, a schedule shall be prepared which may be preliminary to the extent required, fixing the dates for the submission and initial review of required Shop Drawings, Product Data and Samples for the beginning of manufacture and installation of materials, and for the completion of the various parts of the Work. It shall be prepared so as to cause no delay in the Work or in the Work of any other contractor. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval by the Architect/Engineer. It shall fix the dates at which the various Shop Drawings Product Data and Samples will be required from the Architect/Engineer. The Architect/Engineer, after review and agreement as to the time provided for initial review, shall review and comment on the Shop Drawings, Product Data and Samples in accordance with that schedule. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture or installation.

At the time the schedule is prepared, the Contractor, the Architect/Engineer and Principal Representative shall jointly identify the Shop Drawing, Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Architect/Engineer for the purposes of owner coordination with existing facility standards and systems. The Contractor shall furnish a copy for the Principal Representative when so requested. Transmittal of Shop Drawings and Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

The Contractor may also, or at the direction of the Principal Representative at any time shall, prepare and maintain a schedule, which may also be preliminary and subject to change to the extent required, fixing the dates for the initial responses to requests for information or for detail drawings which will be required from the Architect/Engineer to allow the beginning of manufacture, installation of materials and for the completion of the various parts of the Work. The schedule shall be subject to review and approval by the Architect/Engineer. The Architect/Engineer shall, after review and agreement, furnish responses and detail drawings in accordance with that schedule. Any such schedule shall be prepared and approved in time to avoid delay, considering reasonable periods for review, manufacture or installation, but so long as the request for information schedule is being maintained, it shall not be deemed to transfer responsibility to the Contractor for errors or omissions in the Contract Documents where circumstances make timely review and performance impossible.

The Architect/Engineer shall not unreasonably withhold approval of the Contractor's schedules and shall inform the Contractor and the Principal Representative of the basis of any refusal to agree to the Contractor's schedules. The Principal Representative shall attempt to resolve any disagreements.

2. Schedule of Values

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal

Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

The total cost of each line item so separately identified shall, when requested by the Architect/Engineer or the Principal Representative, be broken down into reasonable estimates of the value of:

- a. Material, which shall include the cost of material actually built into the Project plus any local sales or use tax paid thereon; and,
- b. Labor and other costs.

The cost of subcontracts shall be incorporated in the Contractor's schedule of values, and when requested by the Architect/Engineer or the Principal Representative, shall be separately shown as line items.

The Architect/Engineer shall review the proposed schedules and approve it after consultation with the Principal Representative, or advise the Contractor of any required revisions within ten (10) days of its receipt. In the event no action is taken on the submittal within ten days, the Contractor may utilize the schedule of values as its submittal for payment until it is approved or until revisions are requested.

When the Architect/Engineer deems it appropriate to facilitate certification of the amounts due to the Contractor, further breakdown of subcontracts, including breakdown by labor and materials, may be directed.

This schedule of values, when approved, will be used in preparing Contractor's applications for payment on State Form SC-7.2, Application for Payment.

3. Construction Schedules

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and the Principal Representative, and to the State Buildings Program when specifically requested, on a form acceptable to them, an overall timetable of the construction schedule for the Project. Unless the Supplementary General Conditions or the Specifications allow scheduling with bar charts or other less sophisticated scheduling tools, the Contractor's schedule shall be a critical-path method (CPM) construction schedule. The CPM schedule shall start with the date of the Notice to Proceed and include submittals activities, the various construction activities, change order Work (when applicable), close-out, testing, demonstration of equipment operation when called for in the Specifications, and acceptance. The CPM schedule shall at a minimum correlate to the schedule of values line items and shall be cost loaded if requested by the Architect/Engineer or Principal Representative. The completion time shall be the time specified in the Agreement and all Project scheduling shall allocate float utilizing the full period available for construction as specified in the Agreement on State Form SC 6.13, without indication of early completion, unless such earlier completion is approved in writing by the Principal Representative and State Building Programs.

The time shown between the starting and completion dates of the various elements within the construction schedule shall represent one hundred per cent (100%) completion of each element.

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Contractor's "Work in place" progress.

When requested by the Architect/Engineer, the Principal Representative or the State Buildings Program, the Contractor shall revise the construction schedule to reflect changes in the schedule of values.

When the testing of materials is required by the Specifications, the Contractor shall also prepare and submit to the Architect/Engineer and the Principal Representative a schedule for testing in accordance with Article 14, Samples and Testing.

ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. SUBMITTAL PROCESS

The Contractor shall check and field verify all dimensions. The Contractor shall check, approve and submit to the Architect/Engineer in accordance with the schedule described in Article 12, Requests for Information and Schedules, all Shop Drawings, Product Data and Samples required by the specifications or required by the Contractor for the Work of the various trades. All Drawings and Product Data shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures. The number of copies of Shop Drawings and Product Data to be submitted shall be as specified in the Specifications and if no number is specified then three copies shall be submitted.

The Architect/Engineer shall review and comment on the Shop Drawings and Product Data within the time provided in the agreed upon schedule for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The nature of all corrections to be made to the Shop Drawings and Product Data, if any, shall be clearly noted, and the submittals shall be returned to the Contractor for such corrections. If a change in the scope of the Work is intended by revisions requested to any Shop Drawings and Product Data, the Contractor shall be requested to prepare a change proposal in accordance with Article 35, Changes In The Work. On resubmitted Shop Drawings, Product Data or Samples, the Contractor shall direct specific attention in writing on the transmittal cover to revisions other than those corrections requested by the Architect/Engineer on any previously checked submittal. The Architect/Engineer shall promptly review and comment on, and return, the resubmitted items.

The Contractor shall thereafter furnish such other copies in the form approved by the Architect/Engineer as may be needed for the prosecution of the Work.

B. FABRICATION AND ORDERING

Fabrication shall be started by the Contractor only after receiving approved Shop Drawings from the Architect/Engineer. Materials shall be ordered in accordance with approved Product Data. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, will not be acceptable.

C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS

The review and comments of the Architect/Engineer of Shop Drawings, Product Data or Samples shall not relieve the Contractor from responsibility for deviations from the Drawings or Specifications, unless he or she has in writing called the attention of the Architect/Engineer to such deviations at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or Product Data. Review and comments on Shop Drawings or Product Data containing identified deviations from the Contract Documents shall not be the basis for a Change Order or a claim based on a change in the scope of the Work unless Notice is given to the Architect/Engineer and Principal Representative of all additional costs, time and other impacts of the identified deviation by bring it to their attention in writing at the time the submittals are made, and any subsequent change in the Contract sum or the Contract time shall be limited to cost, time and impacts so identified.

D. CONTRACTOR REPRESENTATIONS

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

ARTICLE 14. SAMPLES AND TESTING

A. SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in his or her Work or in that of any other Contractor, all Samples as directed by the Architect/Engineer. The Architect/Engineer shall check and approve such Samples, with reasonable promptness, but only for conformance with the design intent of the Contract Documents and the Project, and for compliance with any submission requirements given in the Contract Documents.

B. TESTING - GENERAL

The Contractor shall provide such equipment and facilities as the Architect/Engineer may require for conducting field tests and for collecting and forwarding samples to be tested. Samples themselves shall not be incorporated into the Work after approval without the permission of the Architect/Engineer.

All materials or equipment proposed to be used may be tested at any time during their preparation or use. The Contractor shall furnish the required samples without charge and shall give sufficient Notice of the placing of orders to permit the testing thereof. Products may be sampled either prior to shipment or after being received at the site of the Work.

Tests shall be made by an accredited testing laboratory. Except as otherwise provided in the Specifications, sampling and testing of all materials, and the laboratory methods and testing equipment, shall be in accordance with the latest standards and tentative methods of the American Society of Testing Materials (ASTM). The cost of testing which is in addition to the requirements of the Specifications shall be paid by the Contractor if so directed by the Architect/Engineer, and the Contract sum shall be adjusted accordingly by Change Order; provided however, that whenever testing shows portions of the Work to be deficient, all costs of testing including that required to verify the adequacy of repair or replacement Work shall be the responsibility of the Contractor.

C. TESTING - CONCRETE AND SOILS

Unless otherwise specified or provided elsewhere in the Contract Documents, the Principal Representative will contract for and pay for the testing of concrete and for soils compaction testing through an independent laboratory or laboratories selected and approved by the Principal Representative. The Contractor shall assume the responsibility of arranging, scheduling and coordinating the concrete sample collection efforts and soils compaction efforts in an efficient and cost effective manner. Testing shall be performed in accordance with the requirements of the Specifications, and if no requirements are specified, the Contractor shall request instructions and testing shall be as directed by the Architect/Engineer or the soils engineer, as applicable, and in accordance with standard industry practices.

The Principal Representative and the Architect/Engineer shall be given reasonable advance notice of each concrete pour and reserve the right to either increase or decrease the number of cylinders or the frequency of tests.

Soil compaction testing shall be at random locations selected by the soils engineer. In general, soils compaction testing shall be as directed by the soils engineer and shall include all substrate prior to backfill or construction.

D. TESTING - OTHER

Additional testing required by the Specifications will be accomplished and paid for by the Principal Representative in a manner similar to that for concrete and soils unless noted otherwise in the Specifications. In any case, the Contractor will be responsible for arranging, scheduling and coordinating additional tests. Where the additional testing will be contracted and paid for by the Principal Representative the Contractor shall give the Principal Representative not less than one-month advance written Notice of the date the first such test will be required.

ARTICLE 15. SUBCONTRACTS

A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

After the contract is awarded, Contractor is required to provide written notice to the Principal Representative no later than twenty (20) days after deciding to perform services under this contract outside the United States or Colorado or to subcontract services under this contract to a subcontractor that will perform such services outside the United States or Colorado. The written notification must include, but need not be limited to, a statement of 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 the services. All notices received by the State pursuant to outsourced services shall be posted on the Colorado Department of Personnel & Administration's website. If Contractor knowingly fails to notify the Principal Representative of any outsourced services as specified herein, the Principal Representative, at its discretion, may terminate this contract as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education (Does not apply to any project that receives federal moneys)

B. SUBCONTRACTOR LIST

Prior to the Notice to Proceed to commence construction, the Contractor shall submit to the Architect/Engineer, the Principal Representative and State Buildings Program a preliminary list of Subcontractors. It shall be as complete as possible at the time, showing all known Subcontractors planned for the Work. The list shall be supplemented as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Architect/Engineer, the Principal Representative and State Buildings Program not less than ten (10) days before the Subcontractor commences Work.

C. SUBCONTRACTOR SUBSTITUTIONS

The Contractor's list shall include those Subcontractors, if any, which the Contractor indicated in its bid, would be employed for specific portions of the Work if such indication was requested in the bid documents issued by the State. The substitution of any Subcontractor listed in the Contractor's bid shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed to commence construction, and shall be subject to the approval of the Principal Representative. For reasons such as the Subcontractor's refusal to perform as agreed, subsequent unavailability or later discovered bid errors, or other similar reasons, but not including the availability of a lower Subcontract price, such substitution may be approved. The Contractor shall bear any additional cost incurred by such substitutions.

D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Program. If a Subcontractor is deemed unacceptable, the Contractor shall propose a substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor's bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the Work proposed.

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

ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation insurance as provided in Article 25, Insurance.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship whatsoever between any Subcontractor and the State of Colorado acting by and through its Principal Representative.

ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon due Notice, to settle with such contractor by agreement, if he or she will so settle. If such separate contractor sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the Contractor, who shall defend such proceedings if requested to do so by Principal Representative. If any judgment against the Principal Representative arises there from, the Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

ARTICLE 18. SEPARATE CONTRACTS

The Principal Representative reserves the right to enter into other contracts in connection with the Project or the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his or her Work with theirs. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Architect/Engineer any defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of Work, except as to defects which may develop in the other Contractor's Work after the execution of the Contractor's Work.

To insure the proper execution of subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Architect/Engineer any discrepancy between the executed Work and the Drawings.

ARTICLE 19. USE OF PREMISES

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

The Contractor shall enforce all of the Architect/Engineer's instructions and prohibitions regarding, without limitation, such matters as signs, advertisements, fires and smoking.

ARTICLE 20. CUTTING, FITTING OR PATCHING

The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted Work as the Architect/Engineer may direct. The Contractor shall not endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work of any other Contractor save with the consent of the Architect/Engineer.

ARTICLE 21. UTILITIES

A. TEMPORARY UTILITIES

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the site. The Contractor shall pay for all consumption of power, light and water used by him or her and the

other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

B. PROTECTION OF EXISTING UTILITIES

Where existing utilities, such as water mains, sanitary sewers, storm sewers and electrical conduits, are shown on the Drawings, the Contractor shall be responsible for the protection thereof, without regard to whether any such utilities are to be relocated or removed as a part of the Work. If any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same.

C. CROSSING OF UTILITIES

When new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, the Contractor shall secure proper written permission before executing such new construction. The Contractor will be required to furnish a proper release before final acceptance of the Work.

ARTICLE 22. UNSUITABLE CONDITIONS

The Contractor shall not Work at any time, or permit any Work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any cost caused by ill-timed Work shall be borne by the Contractor unless the timing of such Work shall have been directed by the Architect/Engineer or the Principal Representative, after the award of the Contract, and the Contractor provided Notice of any additional cost.

ARTICLE 23. TEMPORARY FACILITIES

A. OFFICE FACILITIES

The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for its own use and the use of the Architect/Engineer, representatives of the Principal Representative and State Buildings Program.

B. TEMPORARY HEAT

The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If the Contractor desires to put the permanent system into use, in whole or in part, the Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve the Contractor of his or her one-year guarantee of the system from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, the Contractor shall provide manufacturers' extended warranties from the date of the Contractor's use prior to the date of the Notice of Substantial Completion.

C. WEATHER PROTECTION

The Contractor shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages.

D. DUST PARTITIONS

If the Work involves Work in an occupied existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

E. BENCH MARKS

The Contractor shall maintain any site bench marks provided by the Principal Representative and shall establish any additional benchmarks specified by the Architect/Engineer as necessary for the Contractor to layout the Work and ascertain all grades and levels as needed.

F. SIGN

The Contractor shall erect and permit one 4' x 8' sign only at the site to identify the Project as specified or directed by the Architect/Engineer which shall be maintained in good condition during the life of the Project.

G. SANITARY PROVISION

The Contractor shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project. When the Project is complete the Contractor shall promptly remove them from the site, disinfect, and clean or treat the areas as required. If any new construction surfaces in the Project other than the toilet facilities provided for herein are soiled at any time, the entire areas so soiled shall be completely removed from the Project and rebuilt. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of any contractor.

ARTICLE 24. CLEANING UP

The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the Work clean unless more exact requirements are specified.

ARTICLE 25. INSURANCE

A. GENERAL

The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Contractor shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Program within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

1. Per project general aggregate (CG 25 03 or similar)

2. Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
4. A waiver of Subrogation in favor of all Additional Insured parties.
5. Personal Injury Liability
6. Contractual Liability coverage to support indemnification obligation per Article 53.I
7. Explosion, collapse and underground (xcu)

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" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
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

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

- C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability
(Combined Single Limit): \$1,000,000 each accident

Coverages:
Specific waiver of subrogation

- D. WORKERS' COMPENSATION INSURANCE

The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous Work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

- E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):

The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence \$5,000,000

Aggregate

\$5,000,000

F. BUILDER'S RISK INSURANCE

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than \$1,000,000), 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, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance 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 Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).

Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false Work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by Owner.

The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request, the amount of such insurance shall be increased to include the cost of any additional Work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

The Principal Representative, with approval of the State Controller, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured Work.

G. POLLUTION LIABILITY INSURANCE

If Contractor is providing directly or indirectly Work with pollution/environmental hazards, the Contractor must provide or cause those conducting the Work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

H. **ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS**

Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative and State Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Principal Representative;
4. Receipt, review or acceptance by the Principal Representative of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as State Buildings Program may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with State Buildings Program.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State Buildings Program within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

ARTICLE 27. LABOR AND WAGES

In accordance with laws of Colorado, C.R.S. § 8-17-101(1), as amended, Colorado labor shall be employed to perform at least eighty percent of the Work. If the Federal Davis-Bacon Act shall be applicable to the Project, as indicated in Article 6B (Design/Bid/Build Agreement SC-6.21), Modification of Article 27, the minimum wage rates to be paid on the Project will be specified in the Contract Documents.

ARTICLE 28. ROYALTIES AND PATENTS

The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on

specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

ARTICLE 29. ASSIGNMENT

Except as otherwise provided hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by C.R.S. § 4-9-406, et. seq., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract, whether said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.

ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE

The Contractor shall promptly remove from the premises all Work or materials condemned or declared irreparably defective as failing to conform to the Contract Documents on receipt of written Notice from the Architect/Engineer or the Principal Representative, whether incorporated in the Work or not. If such materials shall have been incorporated in the Work, or if any unsatisfactory Work is discovered, the Contractor shall promptly replace and re-execute his or her Work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all Work of other contractors destroyed or damaged by the removal or replacement of such defective material or Work.

Should any defective Work or material be discovered during the process of construction, or should reasonable doubt arise as to whether certain material or Work is in accordance with the Contract Documents, the value of such defective or questionable material or Work shall not be included in any application for payment, or if previously included, shall be deducted by the Architect/Engineer from the next application submitted by the Contractor.

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the Architect/Engineer from the Contractor's next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Contract sum by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes In The Work.

If the Contractor does not remove such condemned or irreparably defective Work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor's expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days' written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Contractor shall show good cause in conjunction with submittal of a revised CPM schedule showing when the Work will be performed and

why such removal of condemned Work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned Work.

If the Contractor disagrees with the Notice to remove Work or materials condemned or declared irreparably defective, the Contractor may request facilitated negotiation of the issue and the Principal Representative's right to proceed with removal and to deduct costs and expenses of repair shall be suspended and tolled until such time as the parties meet and negotiate the issue

During construction, whenever the Architect/Engineer has advised the Contractor in writing, in the Specifications, by reference to Article 6, Architect/Engineer Decisions and Judgments, of these General Conditions or elsewhere in the Contract Documents of a need to observe materials in place prior to their being permanently covered up, it shall be the Contractor's responsibility to notify the Architect/Engineer at least forty-eight (48) hours in advance of such covering operation. If the Contractor fails to provide such notification, Contractor shall, at his or her expense, uncover such portions of the Work as required by the Architect/Engineer for observation, and reinstall such covering after observation. When a covering operation is continued from day to day, notification of the commencement of a single continuing covering operation shall suffice for the activity specified so long as it proceeds regularly and without interruption from day to day, in which event the Contractor shall coordinate with the Architect/Engineer regarding the continuing covering operation.

ARTICLE 31. APPLICATIONS FOR PAYMENTS

A. CONTRACTOR'S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the Work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of application for payments that have been certified by the Architect/Engineer. The Contractor shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Certificate for Contractor's Payment, or such other format as the State Buildings Program shall approve, in an itemized format in accordance with the schedule of values or a cost loaded CPM schedule when required, supported to the extent reasonably required by the Architect/Engineer or the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of the Contractor's right to payments as the Architect/Engineer or Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error.

B. ARCHITECT/ENGINEER CERTIFICATION

In accordance with the Architect/Engineer's agreement with the Principal Representative, the Architect/Engineer after appropriate observation of the progress of the Work shall certify to the Principal Representative the amount that the Contractor is entitled to, and forward the application to the Principal Representative. If the Architect/Engineer certifies an amount different from the amount requested or otherwise alters the Contractor's application for payment, a copy shall be forwarded to the Contractor.

If the Architect/Engineer is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer shall advise the Contractor of the deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer may

either certify the remaining amounts properly supported to which the Contractor is entitled, or return the application for payment to the Contractor for revision with a written explanation as to why it could not be certified.

C. RETAINAGE WITHHELD

Unless otherwise provided in the Supplementary General Conditions, an amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the Work required by the Contract has been performed. The withheld percentage of the contract price of any such Work, improvement, or construction shall be administered according to C.R.S. § 24-91-103, as amended, and C.R.S. § 38-26-107, as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

D. RELEASE OF RETAINAGE

The Contractor may, for satisfactory and substantial reasons shown to the Principal Representative's satisfaction, make a written request to the Principal Representative and the Architect/Engineer for release of part or all of the withheld percentage applicable to the Work of a Subcontractor which has completed the subcontracted Work in a manner finally acceptable to the Architect/Engineer, the Contractor, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Contractor's bonds and any surety that has provided a bond for the Subcontractor. The release of any such withheld percentage shall be further supported by such other evidence as the Architect/Engineer or the Principal Representative may require, including but not limited to, evidence of prior payments made to the Subcontractor, copies of the Subcontractor's contract with the Contractor, any applicable warranties, as-built information, maintenance manuals and other customary close-out documentation. Neither the Principal Representative nor the Architect Engineer shall be obligated to review such documentation nor shall they be deemed to assume any obligations to third parties by any review undertaken.

The Contractor's obligation under these General Conditions to guarantee Work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release; unless a Notice of Partial Substantial Completion is issued for the Work subject to the release of retainage.

Any rights of the Principal Representative which might be terminated by or from the date of any final acceptance of the Work, whether at common law or by the terms of this Contract, shall not be affected by such partial release of retainage prior to any final acceptance of the entire Project.

The Contractor remains fully responsible for the Subcontractor's Work and assumes any risk that might arise by virtue of the partial release to the Subcontractor of the withheld percentage, including the risk that the Subcontractor may not have fully paid for all materials, labor and equipment furnished to the Project.

If the Principal Representative considers the Contractor's request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

ARTICLE 32. CERTIFICATES FOR PAYMENTS

State Form SBP-7.2, Certificate For Contractor's Payment, and its continuation detail sheets, when submitted, shall constitute the Certificate of Contractor's Application for Payment, and shall be a representation by the Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of

the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative the Certificate of Contractor's Application for Payment shall be sworn under oath and notarized.

ARTICLE 33. PAYMENTS WITHHELD

The Architect/Engineer, the Principal Representative or State Buildings Program may withhold, or on account of subsequently discovered evidence nullify, the whole or any part of any application on account of, but not limited to any of the following:

1. Defective Work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to make payments to Subcontractors for material or labor;
4. A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
5. Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;
6. Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;
7. Failure to submit a monthly construction schedule;
8. Failure of the Contractor to keep Work progressing in accordance with the time schedule;
9. Failure to keep a superintendent on the Work;
10. Failure to maintain as built drawings of the Work in progress;
11. Unauthorized deviations by the Contractor from the Contract Documents; or
12. On account of liquidated damages.

In addition, the Architect Engineer, Principal Representative or State Buildings Program may withhold or nullify the whole or any part of any application for any reason noted elsewhere in these General Conditions of the Contractor's Design/Bid/Build Agreement. Nullification shall mean reduction of amounts shown as previously paid on the application. The amount withheld or nullified may be in such amount as the Architect/Engineer or the Principal Representative estimates to be required to allow the State to accomplish the Work, cure the failure and cover any damages or injuries, including an allowance for attorneys' fees and costs where appropriate. When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld or nullified on such grounds.

ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Engineer and the Principal Representative deem it inexpedient to correct Work damaged or not performed in accordance with the Contract Documents, the Principal Representative may, after consultation with the Architect/Engineer and ten (10) days' Notice to the Contractor of intent to do so, make reasonable reductions from the amounts otherwise due the Contractor on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Contractor may during this period correct or perform the Work. If the Contractor does not correct or perform the Work, an equitable deduction from the Contract sum shall be made by Change Order, in accordance with Article 35, Changes in The Work, unilaterally if necessary. If either party elects' facilitation of this issue after Notice is given, the ten-day (10) notice period shall be extended and tolled until facilitation has occurred.

ARTICLE 35. CHANGES IN THE WORK

The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts,

which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.

The Architect/Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra Work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Program, and the State Controller prior to proceeding with the changed Work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Program as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Contract sum being later adjusted to decrease the Contract sum by any unallocated or unexpended amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.

A. THE VALUE OF CHANGED WORK

1. The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:
 - a. By estimate and acceptance of a lump-sum amount;
 - b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
 - c. By actual cost plus a fixed fee in a lump sum amount for profit, overhead and all indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.
2. Where the Contractor and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Architect/Engineer. The value of the change in the Work shall be the Principal Representative's determination of the amount of equitable adjustment attributable to the extra Work or change. The Principal Representative's determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.
3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

B. DETAILED BREAKDOWN

In all cases where the value of the extra or changed Work is not known based on unit prices in the Contractor's bid or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the State Buildings Program approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.

Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Architect/Engineer or the Principal Representative:

1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors' Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).
2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.
3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is

approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change; provided however that additional cost of on-site superintendence shall be allowable whenever in the opinion of the Architect/Engineer the impact of multiple change requests to be concurrently performed will result in inadequate levels of supervision to assure a proper result unless additional superintendence is provided.

4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.
5. Workers' compensation costs, if not included in labor burden.
6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.
7. Overhead and profit, as hereafter specified.
8. Builder's risk insurance premium costs.
9. Bond premium costs.
10. Testing costs not otherwise excluded by these General Conditions.
11. Subcontract costs.

Unless modified in the Supplementary General Conditions, overhead and profit shall not exceed the percentages set forth in the table below.

	OVERHEAD	PROFIT	COMMISSION
To the Contractor or to Subcontractors for the portion of Work performed with their own forces:	10%	5%	0%
To the Contractor or to Subcontractors for Work performed by others at a tier immediately below either of them:	5%	0%	5%

Overhead shall include: a) insurance premium for policies not purchased for the Project and itemized above, b) home office costs for office management, administrative and supervisory personnel and assistants, c) estimating and change order preparation costs, d) incidental job burdens, e) legal costs, f) data processing costs, g) interest costs on capital, h) general office expenses except those attributable to increased rental expenses for temporary facilities, and all other indirect costs, but shall not include the Social Security tax and other direct labor burdens. The term "Work" as used in the proceeding table shall include labor, materials and equipment and the "Commission" shall include all costs and profit for carrying the subcontracted Work at the tiers below except direct costs as listed in items 1 through 11 above if any.

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

Except in the case of Change Orders or Emergency Field Change Orders agreed to on the basis of a lump sum amount or unit prices as described in paragraphs 35A1 and 35A2 above, The Value of Changed Work, the Contractor shall keep and present a correct and fully auditable account of the several items of cost, together with vouchers, receipts, time cards and other proof of costs incurred, summarized on a Change Order form (SC-6.31) using such format for supporting documentation as the Principal Representative and State Buildings Program approve. This requirement applies equally to Work done by Subcontractors. Only auditable costs shall be reimbursable on Change Orders where the value is determined on the basis of actual cost plus a fixed fee pursuant to paragraph 35A3 above, or where unilaterally determined by the Principal Representative on the basis of an equitable adjustment

in accordance with the Procurement Rules, as described above in Article 35A, The Value Of Changed Work.

Except for proposals for Work involving both additions and credits, changed Work shall be adjusted and considered separately for Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is directed to be omitted, and when reasonable to do so, the agreed adjustment shall be reflected on the schedule of values used for the next Contractor's application for payment.

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra Work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise or coordinate the Work of persons or firms separately contracted by the Principal Representative.

C. HAZARDOUS MATERIALS

1. The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.
2. In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as "hazardous substance", "hazardous waste", or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not therefore be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.
3. **The contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.**

D. EMERGENCY FIELD CHANGE ORDERED WORK

The Principal Representative, without invalidating the Agreement, and with the approval of State Buildings Program and without the approval of the State Controller, may order extra Work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay. Such changes in the Work may be directed through issuance of an Emergency Field Change Order signed by the Contractor, the Principal Representative (or by a designee specifically appointed to do so in writing), and approved by the Director of State Buildings Program or his or her delegate. The change shall be directed using an Emergency Field Change Order form (SC-6.31E).

If the amount of the adjustment of the Contract price and time for completion can be determined at the time of issuance of the Emergency Field Change Order, those adjustments shall be reflected on the

face of the Emergency Field Change Order. Otherwise, the Emergency Field Change Order shall reflect a not to exceed (NTE) amount for any schedule adjustment (increasing or decreasing the time for completion) and an NTE amount for any adjustment to Contract sum, which NTE amount shall represent the maximum amount of adjustment to which the Contractor will be entitled, including direct and indirect costs of changed Work, as well as any direct or indirect costs attributable to delays, inefficiencies or other impacts arising out of the change. Emergency Field Change Orders directed in accordance with this provision need not bear the approval signatures of the State Controller.

On Emergency Field Change Orders where the price and schedule have not been finally determined, the Contractor shall submit final costs for adjustment as soon as practicable. No later than seven (7) days after issuance, except as otherwise permitted, and every seven days thereafter, the Contractor shall report all costs to the Principal Representative and the Architect/Engineer. The final adjustment of the Emergency Field Change Order amount and the adjustment to the Project time for completion shall be prepared on a normal Change Order from (SC-6.31) in accordance with the procedures described in Article 35A, The Value of Changed Work, and B, Detailed Breakdown, above. Unless otherwise provided in writing signed by the Director of State Buildings Program to the Principal Representative and the Contractor, describing the extent and limits of any greater authority, individual Emergency Field Change Orders shall not be issued for more than \$25,000, nor shall the cumulative value of Emergency Field Change Orders exceed an amount of \$100,000.

E. **APPROPRIATION LIMITATIONS - C.R.S. § 24-91-103.6, as amended**

The amount of money appropriated, as shown on the Contractor's Design/Bid/Build Agreement (SC 6.21), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Agreement (SC-6.21), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional Work; or (2) the Work is covered by a contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Architect/Engineer or the Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor's remedy shall be as described elsewhere in these General Conditions.

Written assurance shall be in the form of an Amendment to the Contract reciting the source and amount of such appropriation available for the Project. No remedy granting provision of this Contract shall obligate the Principal Representative to seek appropriations to cover costs in excess of the amounts recited as available to pay for the Work to be performed.

ARTICLE 36. CLAIMS

It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the Contract as provided by the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

If the Contractor claims that any instructions, by detailed drawings, or otherwise, or any other act or omission of the Architect/Engineer or Principal Representative affecting the scope of the Contractor's Work, involve extra cost, extra time or changes in the scope of the Work under this Contract, the Contractor shall have the right to assert a claim for such costs or time, provided that before either proceeding to execute such Work (except in an emergency endangering life or property), or filing a Notice of claim, the Contractor shall have obtained or requested a written decision of the Architect/Engineer following the procedures as provided in Article 6A and B, Architect/Engineer Decisions and Judgments, respectively; provided, however, that in the case of a directed change in the Work pursuant to Article 35, no written judgment or decision of the Architect/Engineer is required. If the Contractor is delayed by the lack of a response to a request for a decision by the Architect/Engineer, the Contractor shall give Notice in accordance with Article 38, Delays and Extensions of Time.

Unless it is the Architect/Engineer's judgment and determination that the Work is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35.A.2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

The Contractor shall give the Principal Representative and the Architect/Engineer Notice of any claim promptly after the receipt of the Architect/Engineer's decision, but in no case later than three (3) business days after receipt of the Architect/Engineer's decision (or no later than ten (10) days from the date of the Contractor's request for a decision when the Architect/Engineer fails to decide as provided in Article 6). The Notice of claim shall state the grounds for the claim and the amount of the claim to the extent known in accordance with the procedures of Article 35, Changes in the Work. The period in which Notice must be given may be extended by the Principal Representative if requested in writing by the Contractor with good cause shown, but any such extension to be effective shall be in writing.

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor's Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor's claim is received within seven (7) business days of Contractor's Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. Except in the case of a deemed denial, the Principal Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

If the Contractor disagrees with the Principal Representative's judgment and determination on the claim and seeks an equitable adjustment of the Contract sum or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within ten (10) days of receipt of the Principal Representative's decision denying the claim. A "contract controversy," as such term is used in the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor's failure to proceed with Work directed by the Architect/Engineer or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she

shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) business days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. In the event of a denial the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education. If no decision regarding the contract controversy is issued within twenty (20) business days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), and the instructions have not been retracted or the alleged act or omission have not been corrected, it shall be deemed that the Principal Representative has ruled by denial on the contract controversy. Except in the case of a deemed denial, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

Either the Contractor or the Principal Representative may request facilitation of negotiations concerning the claim or the contract controversy, and if requested, the parties shall consult and negotiate before the Principal Representative decides the issue. Any request for facilitation by the Contractor shall be made at the time of the giving of Notice of the claim or Notice of the contract controversy. Facilitation shall extend the time for the Principal Representative to respond by commencing the applicable period at the completion of the facilitated negotiation, which shall be the last day of the parties' meeting, unless otherwise agreed in writing.

Disagreement with the decision of the Architect Engineer, or the decision of the Principal Representative to deny any claim or denying the contract controversy, shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance. During the period that any claim or contract controversy decision is pending under this Article 36, Claims, the Contractor shall proceed diligently with the Work directed.

In all cases where the Contractor proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Contractor shall keep a correct account of the extra cost, in accordance with Article 35B, Detailed Breakdown supported by receipts. The Principal Representative shall be entitled to reject any claim or contract controversy whenever the foregoing procedures are not followed and such accounts and receipts are not presented.

The payments to the Contractor in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Contractor made necessary by the change in the Work, plus a reasonable amount for overhead and profit, determined in accordance with Article 35B, Detailed Breakdown, determined solely with reference to the additional Work, if any, required by the change.

ARTICLE 37. DIFFERING SITE CONDITIONS

A. NOTICE IN WRITING

The Contractor shall promptly, and where possible before conditions are disturbed, give the Architect/Engineer and the Principal Representative Notice in writing of:

1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,
2. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Architect/Engineer shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's costs of performance of any part of the Work required by the Contract Documents, whether or not such Work is changed as a result of such conditions, an equitable adjustment shall be made and the Contract sum shall be modified in accordance with Article 35, Changes in the Work.

If the time required for completion of the Work affected by such materially differing conditions will extend the Work on the critical path as indicated on the CPM schedule, the time for completion shall also be equitably adjusted.

B. LIMITATIONS

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the Notice required in Article 37A, Notice in Writing, above. The time prescribed for presentation and adjustment in Articles 36, Claims and 38, Delays and Extensions of Time, shall be reasonably extended by the State to the extent required by the nature of the differing conditions; provided, however, that even when so extended no claim by the Contractor for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Contractor requests a final inspection pursuant to Article 41A, Notice Of Completion.

ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the State of Colorado or the Architect/Engineer, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, including weather delays as defined below, the time of Completion of the Work shall be extended for a period equal to such portion of the period of delays directly affecting the completion of the Work as the Contractor shall be able to show he or she could not have avoided by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Architect/Engineer, the Principal Representative and State Buildings Program within three (3) business days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) business days after the period of such delay has ceased, otherwise, any claim for an extension of time is waived.

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/Engineer's failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail drawings or instructions or to review Shop Drawings, Product Data or Samples pursuant to schedule, after such demand.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Program as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes in The Work.

Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project's critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the Supplementary General Conditions or the Specifications to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor's CPM schedule. Where the circumstances make it indisputable in the opinion of the Architect/Engineer that the delay affected the completion of the Work so directly that the additional notice of the schedule impact by reference to a CPM schedule was unnecessary, a reasonable extension of time may be granted.

Extension of the time for completion of the Work will be granted for delays due to weather conditions only when the Contractor demonstrates that such conditions were more severe and extended than those reflected by the ten-year average for the month, as evidenced by the Climatological Data, U. S. Department of Commerce, for the Project area.

Extensions of the time for completion of the Work due to weather will be granted on the basis of one and three tenths (1.3) calendar days for every day that the Contractor would have Worked but was unable to Work, with each separate extension figured to the nearest whole calendar day.

For weather delays and delays caused by events, acts or omissions not within the control of the Principal Representative or any person acting on the Principal Representative's behalf, the Contractor shall be entitled to an extension of time only and shall not be entitled to recovery of additional cost due to or resulting from such delays. This Article does not, however, preclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

The Contractor and Principal Representative agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them or any decision of the Architect/Engineer. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed; provided, however, that either party may request the director of State Buildings Program to appoint such a person, who, if appointed, shall be accepted for this purpose by both the Contractor and the Principal Representative.

The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

Any dispute, claim, question or disagreement arising from or relating to the Contract or an alleged breach of the Contract may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;
5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;

6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available, including the Architect/Engineer;
7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) this Article 39, Facilitated Negotiation, no more than three times during the course of the Project;
9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and the Principal Representative shall direct the Architect/Engineer to appropriately document any resolution or agreement reached and to execute any Amendment or Change Order to the Contract necessary to implement their agreement; and,
10. any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

In accordance with State Fiscal Rules and Article 52F, Choice of Law; No Arbitration, nothing in this Article 39 shall be deemed to call for arbitration or otherwise obligate the State to participate in any form of binding alternative dispute resolution.

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under \$500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 7 (Contractor's Agreement SC-6.21), Optional Provisions and Elections. When so modified, the references to the parties' right to elect facilitated negotiation elsewhere in these General Conditions shall be deleted.

ARTICLE 40. RIGHT OF OCCUPANCY

The Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Contractor shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the Work.

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

A. NOTICE OF COMPLETION

When the Work, or a discrete physical portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is substantially complete and ready for final inspection, the Contractor shall file a written Notice with the Architect/Engineer that the Work, or such discrete physical portion, in the opinion of the Contractor, is substantially complete under the terms of the Contract. The Contractor shall prepare and submit with such Notice a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the Architect/Engineer or the Principal Representative shall determine after inspection. If the Architect/Engineer or the Principal Representative believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items

of Work to be corrected or completed, will prevent a determination that the Work is substantially complete, those items shall be completed by the Contractor and the Notice shall then be resubmitted.

B. FINAL INSPECTION

Within ten (10) days after the Contractor files written Notice that the Work is substantially complete, the Architect/Engineer, the Principal Representative, and the Contractor shall make a "final inspection" of the Project to determine whether the Work is substantially complete and has been completed in accordance with the Contract Documents. State Buildings Program shall be notified of the inspection not less than three (3) business days in advance of the inspection. The Contractor shall provide the Principal Representative and the Architect/Engineer an updated punch list in sufficient detail to fully outline the following:

1. Work to be completed, if any; and
2. Work not in compliance with the Drawings or Specifications, if any.

A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

1. Work to be completed, if any;
2. Work not in compliance with the Drawings or Specifications, if any; and
3. unsatisfactory Work for any reason, if any.

The required number of copies of the final punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, and State Buildings Program. The Architect/Engineer's final punch list shall control over the Contractor's preliminary punch list.

C. NOTICE OF SUBSTANTIAL COMPLETION

Notice of Substantial Completion shall establish the date of substantial completion of the Project. The Contractor acknowledges and agrees that because the departments, agencies and institutions of the State of Colorado are generally involved with the business of the public at large, greater care must be taken in establishing the date of substantial completion than might otherwise be the case to ensure that a project or building or discrete physical portion of the Work is fully usable and safe for public use, and that such care necessarily raises the standard by which the concept of substantial completion is applied for a public building.

The Notice of Substantial Completion shall not be issued until the following have been fully established:

1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Program, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;
3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor's employees and Workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;
4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and

5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.4 of the Contractor's Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

Substantial completion of the entire Project shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion, or all of the Project, where portions of the Project cannot meet all the criteria noted above. Notice of Substantial Completion for the entire Project shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses all of the Project in accordance with the terms of Article 40, Right of Occupancy. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Principal Representative, The Architect/Engineer and State Buildings Program a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Program, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

D. NOTICE OF ACCEPTANCE

The Notice of Acceptance shall establish the completion date of the Project. It shall not be authorized until the Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

E. SETTLEMENT

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance check list (SBP-05) have been completed, the Notice of Acceptance issued, and the Notice of Contractors Settlement published. If the Work shall be substantially completed, but Final Acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Principal Representative in his or her discretion may release all amounts due to the Contractor except such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated by the Architect/Engineer and approved by State Buildings

Program. Before the Principal Representative may issue the Notice of Contractor's Settlement and advertise the Project for final payment, the Contractor shall have corrected all items on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

1. Delivered to the Principal Representative:
 - a. All guarantees and warranties;
 - b. All statements to support local sales tax refunds, if any;
 - c. Required operating maintenance instructions as per the Principal Representative; and,
 - d. One (1) set of hard copy as-built Contract Documents, and one (1) electronic copy showing all job changes.
2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.
3. Delivered to the State of Colorado Department of Personnel & Administration in accordance with the Colorado Procurement Code or the applicable procurement code for institutions of higher education:
 - a. A written disclosure of the five most costly goods incorporated into the project, including iron, steel, or related manufactured goods and the total cost and country of origin of those five goods and whether the project was subject to any existing domestic content preferences.

Upon completion of the foregoing the Project shall be advertised in accordance with the Notice of Contractor's Settlement by two publications of Notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Project or the Contractor from Subcontractors, suppliers or materialmen based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice to the Architect/Engineer that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to compete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to compete unfinished Work or the cost to repair defective Work.

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to the Contractor subject to the same conditions regarding unpaid claims.

ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

The Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Contractor further warrants that the Work shall, in all respects, be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or Workmanship. The Contractor shall be responsible to the Principal Representative for such warranties for the longest period permitted by any applicable statute of limitations.

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty Workmanship or materials, and Work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 44, One-Year Guarantee And Special Guarantees And Warranties.

ARTICLE 43. LIENS

Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, C.R.S. § 38-26-107, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public Work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES

A. ONE-YEAR GUARANTEE OF THE WORK

The Contractor shall guarantee to remedy defects and repair or replace the Work for a period of one year from the date of the Notice of Substantial Completion or from the dates of any partial Notices of Substantial Completion issued for discrete physical portions of the Work. The Contractor shall remedy any defects due to faulty materials or Workmanship and shall pay for, repair and replace any damage to other Work resulting there from, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Documents where such deviations were obvious, apparent and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

The one year guarantee of the Contractor's Work may run separately for discrete physical portions of the Work for which partial Notices of Substantial Completion have been issued, however, it shall run from the last Notice of Substantial Completion with respect to all or any systems common to the Work to which more than one Notice of Substantial Completion may apply.

This one-year guarantee shall not be construed to limit the Contractor's general warranty described in Article 42, General Warranty and Correction of Work After Acceptance, that all materials and equipment are new and of good quality, unless specified to the contrary, and that the Work shall in all respects be free from material defects not permitted by the Specifications and in accordance with the requirements of the Contract Documents.

B. SPECIAL GUARANTEES AND WARRANTIES

In case of Work performed for which product, manufacturers or other special warranties are required by the Specifications, the Contractor shall secure the required warranties and deliver copies thereof to the Principal Representative through the Architect/Engineer upon completion of the Work.

These product, manufacturers or other special warranties, as such, do not in any way lessen the Contractor's responsibilities under the Contract. Whenever guarantees or warranties are required by the Specifications for a longer period than one year, such longer period shall govern.

ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two (2) complete inspections of the Work after the Work has been determined to be substantially complete and accepted. One such inspection, the "Six-Month Guarantee Inspection," shall be made approximately six (6) months after date of the Notice of Substantial Completion, unless in the case of smaller projects valued under \$500,000 this inspection is declined in Article 7A (Contractor's Agreement SC-6.21), Modification of Article 45, in which case the inspection to occur at six months shall not be required. Another such inspection, the "Eleven-Month Guaranty Inspection" shall be made approximately eleven (11) months after the date of the Notice of Substantial Completion. The Contractor shall schedule and so notify all parties concerned, and the Principal Representative shall so notify State Buildings Program, of these inspections. If more than one Notice of Substantial Completion has been issued at the reasonable discretion of the Principal Representative separate eleven month inspections may be required where the one year guarantees do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the Principal Representative, State Buildings Program, and all other participants within ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Architect/Engineer, the Principal Representative and State Buildings Program.

If the Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving the Contractor ten (10) days written Notice of intention to do so.

The State of Colorado, acting by and through the Principal Representative, shall be entitled to collect from the Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects.

ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

It is further agreed that time is of the essence of each and every portion of this Contract, and of any portion of the Work described on the Drawings or Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever. The parties further agree that where under the Contract additional time is allowed for the completion of the Work or any identified portion of the Work, the new time limit or limits fixed by such extension of the time for completion shall be of the essence of this Agreement.

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Contractor's bid is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Contractor's bid. The Contractor agrees that Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the Project will be substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion and Notices of Final Acceptance, within any times stipulated and specified in the Agreement, as the same may be amended by Change Order or other written modification, and that the Principal Representative will be damaged if the times of completion are delayed.

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 7.4 of the Contractor's Design/Bid/Build Agreement SC-6.21), Modifications of Article 46, are reasonable times for these stages of completion of the Work, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Article 7.4 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46.

The Contractor and the Contractor's Surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the entire Project is 1) substantially completed, and the Notice (or all Notices) of Substantial Completion are issued, 2) finally complete and accepted and the Notice (or all Notices) of Acceptance are issued, or 3) both. Delay in substantial completion shall be measured from the Date of the Notice to Proceed and delay in final completion and acceptance shall be measured from the Date of the Notice of Substantial Completion.

In the first instance, specified in Article 7.4.1 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in any Supplementary General Conditions, in the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

In the second instance, specified in Article 7.4.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 7.4.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Contractor's bid for the Project and stipulated in the Agreement to finally complete the Project (as defined by the issuance of the Notice of Acceptance) after the final Notice of Substantial Completion has been issued.

In the third instance, when so specified in both Articles 7.4.1 and 7.4.2 of the Contractor's Agreement SC-6.21, both types of liquidated damages shall be separately assessed where those delays have occurred.

The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Article 38, Delays and Extensions Of Time.

ARTICLE 47. DAMAGES

If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor's failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-101-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

Provided written Notice of intent to file a claim is provided as required in the preceding paragraph, nothing in this Article shall limit or restrict the rights of either party to bring an action at law or to seek other relief to which either party may be entitled, including consequential damages, if any, and shall not be construed to limit the time during which any action might be brought. Nothing in these General Conditions shall be deemed to limit the period of time during which any action may be brought as a matter of contract, tort, warranty or otherwise, it being the intent of the parties to allow any and all actions at law or in equity for such periods as the law permits. All such rights shall, however be subject to the obligation to assert claims and to appeal denials pursuant to Article 36, Claims, where applicable.

ARTICLE 48. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

A. STATE'S RIGHT TO DO THE WORK

If after receipt of Notice to do so, the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days' advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

B. TEMPORARY SUSPENSION OF WORK

The State, acting for itself or by and through the Architect/Engineer, shall have the authority to suspend the Work, either wholly or in part, for such period or periods as may be deemed necessary due to:

1. Unsuitable weather;
2. Faulty Workmanship;
3. Improper superintendence or project management;
4. Contractor's failure to carry out orders or to perform any provision of the Contract Documents;

- 5: Loss of, or restrictions to, appropriations;
6. Conditions, which may be considered unfavorable for the prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store materials in such manner that they will not become an obstruction or become damaged in any way; and he or she shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage and erect temporary structures where necessary.

Notice of suspension of Work shall be provided to the Contractor in writing stating the reasons therefore. The Contractor shall again proceed with the Work when so notified in writing.

The Contractor understands and agrees that the State of Colorado cannot predict with certainty future revenues and could ultimately lack the revenue to fund the appropriations applicable to this Contract. The Contractor further acknowledges and agrees that in such event that State may, upon Notice to the Contractor, suspend the Work in anticipation of a termination of the Contract for the convenience of the State, pursuant to Article 50, Termination for Convenience of State. If the Contract is not so terminated the Contract sum and the Contract time shall be equitably adjusted at the time the Principal Representative directs the Work to be recommenced and gives Notice that the revenue to fund the appropriation is available.

C. DELAY DAMAGES

The Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of any claim for extra costs, extra compensation or damages occasioned by hindrances or delays encountered in the Work only when and to the limited extent that such hindrance or delay is caused by an act or omission within the control of the Principal Representative, the Architect/Engineer or other persons or entities acting on behalf of the Principal Representative. Further, the Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of such a claim only if the Contractor has provided required Notice of the delay or impact, or has presented its claim for an extension of time or claim of other delay or other impact due to changes ordered in the Work before proceeding with the changed Work. Except as otherwise provided, claims for extension of time shall be Noticed and filed in accordance with Article 38, Delays and Extensions of Time, within three (3) business days of the beginning of the delay with any claim filed within seven (7) days after the delay has ceased, or such claim is waived. Claims for extension of time or for other delay or other impact resulting from changes ordered in the Work shall be presented and adjusted as provided in Article 35, Changes in the Work.

ARTICLE 49. STATE'S RIGHTS TO TERMINATE CONTRACT

A. GENERAL

If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or she should fail to prosecute his or her Work with due diligence and carry the Work forward in accordance with the construction schedule and the time limits set forth in the Contract Documents, or if he or she should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on the Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his or her right to exercise such remedy.

In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after delivery of such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained the concurrence of the Architect/Engineer in writing that sufficient cause exists to justify such action.

B. CONDITIONS AND PROCEDURES

1. The Principal Representative may terminate the services of the Contractor, which termination shall take effect immediately upon service of Notice thereof on the Contractor and his or her

Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.

2. The Principal Representative may require the Surety on the Contractor's bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State's Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.
3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State's Right to Do the Work; Temporary Suspension of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes in The Work.

C. **ADDITIONAL CONDITIONS**

If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience and the Contractor shall be limited in recovery to the compensation provided for in Article 50, Termination for Convenience of State. Termination by the Contractor shall not be subject to such conversion.

ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. **NOTICE OF TERMINATION**

The performance of Work under this Contract may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of State. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of such termination specifying the extent to which the performance of Work under the Contract is terminated and the date upon which such termination becomes effective.

B. **PROCEDURES**

After receipt of the Notice of termination, the Contractor shall, to the extent appropriate to the termination, cancel outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of all applicable outstanding commitments covering

personal performance of any Work terminated by the Notice. With respect to such canceled commitments, the Contractor agrees to:

1. settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he or she may require, which approval or ratification shall be final for all purposes of this clause; and,
2. assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

The Contractor shall submit his or her termination claim to the Principal Representative promptly after receipt of a Notice of termination, but in no event later than three (3) months from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such three-month period or authorized extension thereof. Upon failure of the Contractor to submit his or her termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

Subject to the preceding provisions, the Contractor and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he or she is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to other activities and operations. Any such agreement shall be embodied in an Amendment to this Contract and the Contractor shall be paid the agreed amount.

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

The Contractor agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the State, including:

- a. completed or partially completed plans, Drawings and information; and,
- b. materials or equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice.

Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this Contract or shall otherwise be credited to the price or cost of Work covered by this Contract or paid in such other manners as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of

the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

ARTICLE 51. CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT

If the Work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven (7) days' written Notice to the Principal Representative and the Architect/Engineer stop Work or terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained on any plant or material, and a reasonable profit only for the Work completed. If the Architect/Engineer shall fail to issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is presented and received by the Architect/Engineer, as provided in Article 31, Applications For Payments, or if the Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Contractor and the Architect/Engineer within thirty (30) days after the Architect/Engineer's certification, then the Contractor may on ten (10) days' written Notice to the Principal Representative and the Architect/Engineer stop Work and/or give written Notice of intention to terminate this Contract.

If the Principal Representative shall thereafter fail to pay the Contractor any amount certified by the Architect/Engineer and not disputed in writing by the Principal Representative within ten (10) days after receipt of such Notice, then the Contractor may terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained upon any plant or materials, and a reasonable profit only for the Work completed. The Principal Representative's right to dispute an amount certified by the Architect/Engineer shall not relieve the Principal Representative of the obligation to pay amounts not in dispute as certified by the Architect/Engineer.

ARTICLE 52. SPECIAL PROVISIONS

- A. **CONTROLLER'S APPROVAL C.R.S. § 24-30-202(1)**
This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. **FUND AVAILABILITY C.R.S. § 24-30-202(5.5)**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. **GOVERNMENTAL IMMUNITY**
Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- D. **INDEPENDENT CONTRACTOR**
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall (a) provide and keep in force workers' compensation and**

unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST C.R.S. § 24-18-201 & C.R.S. § 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4

The State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

- K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101.
 Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(b)** shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.
- L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101.
 Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and **(c)** has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

ARTICLE 53. MISCELLANEOUS PROVISIONS

- A. CONSTRUCTION OF LANGUAGE
 The language used in these General Conditions shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 2C, Intent of Documents.
- B. SEVERABILITY
 Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- C. SECTION HEADINGS
 The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
- D. AUTHORITY
 Each person executing the Agreement and its Exhibits in a representative capacity expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and has authority to bind said party to the terms and conditions hereof.

E. INTEGRATION OF UNDERSTANDING

This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.

F. NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

G. WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

H. INDEMNIFICATION

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this shall apply. Contractor agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

J. CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice: _____
Date to be inserted by the Principal Representative
Date/Description of Contract Documents: _____
Institution/Agency: _____
Project No./Name: _____

Attach Notice of Code Compliance from Code Review Agent/Building Official for Documents Listed Above

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, and Affidavit Regarding Unauthorized Immigrants have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the bond and insurance requirements of the Contract Documents are met for the duration of the Agreement. The Agreement dated _____ covering the above described work has been fully executed.

You are hereby authorized and directed to proceed within ten (10) days from date of this Notice as required in the Agreement. Any liquidated damages for failure to achieve Substantial Completion by the date agreed that may be applicable to this Contract will be calculated using the date of this Notice for the date of the commencement of the Work.

The total completion date (including close-out) of the Project is _____ (M/D/YYYY).

By _____
State Buildings Program
(or Authorized Delegate) Date

By _____
Principal Representative
(Institution or Agency) Date

When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative; or delivered by any other means to which the parties agree.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CHANGE ORDER BULLETIN

Change Order Bulletin No: _____ Date _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

Description of Work: _____

This bulletin is issued to define the scope of revision in drawings and/or specifications for a contemplated change order. The work called for by these revisions shall be in accordance with the requirements of the original contract documents.

Please prepare and submit a proposal for the changes described below. For pricing use State Form SC-6.312. A formal change order State Form SC-6.31 will be issued after approval of your proposal by State Buildings Program and the Architect. Your proposal shall include a statement as to the effect this change will have on the time for completion of the project.

This bulletin is **NOT** an authorization to proceed.

DESCRIPTION OF CHANGE:

SPECIFICATION REVISIONS:

STATUS OF EXISTING WORK:

PREPARED BY: _____
ARCHITECT/ENGINEER OR CONTRACTOR

APPROVED BY: _____
STATE BUILDINGS PROGRAM
(or Authorized Delegate)



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CHANGE ORDER PROPOSAL

(enter information ONLY in YELLOWED cells)

Change Order Proposal No. _____ Date _____

Change Order Bulletin No: _____
Description of Work: (enter into text box) _____ Date _____

Contractor _____

Institution or Agency _____

Project No./Name _____

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

PART I - WORK PERFORMED BY CONTRACTOR

Line 1.	Direct Labor Costs		\$	_____		
Line 2.	Labor Overhead (Direct Labor Burdens)	(_____ x Line 1)	\$	0.00		
Line 3.	Total Contractor's Labor Costs (Lines 1 and 2)		\$	0.00		
Line 4.	Direct Materials Costs		\$	_____		
Line 5.	Materials Overhead (Delivery Costs & Taxes)	(_____ x Line 4)	\$	0.00		
Line 6.	Total Materials Costs (Lines 4 and 5)		\$	0.00		
Line 7.	Total Equipment Costs		\$	_____		
Line 8.	PART I - TOTAL CONTRACTOR'S L, M & E COSTS (Lines 3, 6 and 7)		Part I	\$	0.00	

PART II - WORK PERFORMED BY SUBCONTRACTOR

Line 9.	Direct Labor Costs		\$	_____		
Line 10.	Labor Overhead (Direct Labor Burdens)	(_____ x Line 9)	\$	0.00		
Line 11.	Total Subcontractor's Labor Costs (Lines 9 and 10)		\$	0.00		
Line 12.	Direct Materials Costs		\$	_____		
Line 13.	Materials Overhead (Delivery Costs & Taxes)	(_____ x Line 12)	\$	0.00		
Line 14.	Total Subcontractor's Materials Costs (Lines 12 and 13)		\$	0.00		
Line 15.	Total Subcontractor's Equipment Costs		\$	_____		
Line 16.	Total Subcontractor's L, M & E Costs (Line 11, 14 and 15)		\$	0.00		
Line 17.	Subcontractor's Overhead (Indirect Costs)	(10.0% x Line 16)	\$	0.00		
Line 18.	Subcontractor's Profit (on line 16)	_____ Addition or Deduct _____	\$	0.00		
Line 19.	PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 16, 17 and 18)		Part II	\$	0.00	

PART III - CONTRACTOR'S OVERHEAD & PROFIT

Line 20.	Contractor's Overhead (Indirect Costs)	(10.0% x Part I Total)	\$	0.00		
Line 21.	Contractor's Profit	(5.0% x Part I Total)	\$	0.00		
Line 22.	PART III - TOTAL CONTRACTOR OVERHEAD & PROFIT (Lines 20 and 21)		Part III	\$	0.00	

PART IV - CONTRACTOR'S MARKUP ON SUBCONTRACTOR

Line 23.	Contractor's Commission on Subcontractor	(5.0% x Part II Total)	\$	0.00		
Line 24.	Contractor's Profit (on Line 19)	_____ Addition or Deduct _____	\$	0.00		
Line 25.	PART IV - TOTAL CONTRACTOR MARKUP ON SUBCONTRACTOR (Lines 23 and 24)		Part IV	\$	0.00	

PART V - SUBTOTAL C.O. PROPOSAL (Parts I and II and III and IV) Part V (Subtotal) \$ 0.00

PART VI - CONTRACTOR'S BOND COST (_____ x Part V Total) Part VI \$ 0.00

PART VII - GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of Totals: Parts V and VI) Grand Total \$ **0.00**

PART VIII - CONTRACT TIME (CALENDAR DAYS CHANGED) EXTENDED NO CHANGE REDUCED _____ Days

THE TIME OF COMPLETION MAY CHANGE BY THE CALENDAR DAYS INDICATED (ABOVE) FROM THE TOTAL NUMBER OF DAYS LISTED IN THE CONTRACTOR'S AGREEMENT TO COMPLETE THE ENTIRE PROJECT.

CONTRACTOR'S CERTIFICATE:

This is to certify that, to the best of my knowledge and belief, the cost/price data submitted in response to the listed C.O. Bulletin, are accurate, complete and current as of _____.

Firm: _____

Name & title: _____

Signature: _____

*Date: _____

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

ARCHITECT/ENGINEER'S CERTIFICATE:

This is to certify that I have analyzed the proposal and find, to the best of my knowledge and belief, that the proposal represents current, fair, factual and competitive cost/price data.

Firm: _____

Name & title: _____

Signature: _____

Date: _____

STATE BUILDINGS PROGRAMS (or Authorized Delegate)

Date: _____

INSTRUCTIONS FOR COMPLETING "CHANGE ORDER PROPOSAL" COST/PRICE DATA SUMMARY (STATE FORM SC-6.312)
 (enter information only in YELLOWED cells)

Enter Change Order Proposal Number, Date Created, Contractor's Name, Agency/Institution, State Project Number and Name. REFERENCE: Enter Change Order Bulletin Number, Date Issued, and Description of Changes from Bulletin, noting exceptions which are listed in the Bulletin but are excluded, i.e., not priced on this form.

PART I - WORK PERFORMED BY CONTRACTOR:

Line 1. Direct Labor Costs: Fill in subtotal of direct labor costs which includes base rates plus applicable fringe benefits. On Contractor's (or Sub's) letterhead show costs as follows:

Trade	\$	Rate	x	Duration	= \$	Extended Costs
_____		_____	x	_____	= \$	0
_____		_____	x	_____	= \$	0
				Direct Labor Cost	= \$	0

Line 2. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 1 as applicable. (Spreadsheet calculates the value)
 Line 3. Total Contractor's Labor Costs: Total of Lines 1 and 2. (Spreadsheet calculates the total)

Line 4. Direct Material Cost: Support with quotes or invoices. Fill in subtotal of direct materials costs. Include all delivery, handling, insurance costs, etc. On Contractor's letterhead show direct materials costs as follows:

Materials	\$	Rate	x	Quantity	= \$	Extended Costs
_____		_____	x	_____	= \$	0
_____		_____	x	_____	= \$	0
				Direct Materials Cost	= \$	0

Line 5. Materials Overhead (Delivery, taxes, insurance, etc. - as mutually agreed upon at contract signing): Enter percentage as applicable. (Spreadsheet calculates the value)

Line 6. Total Contractor's Material Costs: Total of Lines 4 and 5. (Spreadsheet calculates the total)

Line 7. Total Contractor's Equipment Costs: Enter total equipment costs including indirect overhead costs in hourly rate - except indirect labor costs. On Contractor's letterhead show total equipment costs as follows:

Equipment	\$	Rate	x	Duration	= \$	Extended Costs
_____		_____	x	_____	= \$	0
_____		_____	x	_____	= \$	0
				Total Equipment Cost	= \$	0

Line 8. TOTAL CONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 3, 6 and 7 of Part I. (Spreadsheet form calculates totals)

PART II - WORK PERFORMED BY SUBCONTRACTOR:

- Line 9. Direct Labor Costs: See Line 1 instructions.
- Line 10. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 9 as applicable. (Spreadsheet calculates the value)
- Line 11. Total Contractor's Labor Costs: Total of Lines 9 and 10. (Spreadsheet calculates the total)
- Line 12. Direct Material Cost: See Line 4 instructions.
- Line 13. Materials Overhead (Delivery, taxes, insurance, etc.) Enter percentage as applicable. (Spreadsheet calculates the value)
- Line 14. Total Subcontractor's Material Costs: Total of Lines 12 and 13. (Spreadsheet calculates the total)
- Line 15. Total Subcontractor's Equipment Costs: See Line 7 instructions.
- Line 16. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 11, 14 and 15 of Part II.
- Line 17. Subcontractor's Overhead (Indirect costs). Edit percentage of Line 16 if applicable - See Article 35 of General Conditions.
- Line 18. Subcontractor's Profit: Enter a "1" in appropriate cell. For an addition, Edit E37, a deduct, Edit I37, See Article 35 General Condition
- Line 19. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 16, 17 and 18 of Part II.

PARTS III THROUGH VIII - CERTIFICATIONS - Self Explanatory.

- Part 3. Edit percentages for Line 20 or 21 if applicable. See Article 35 of General Conditions.
- Part 4. Line 23, Edit percentages applicable to Line 18. See Article 35 of General Conditions.
- Part 4. Line 24, Enter a "1" in appropriate cell. For an addition, edit E45, a deduct edit I45. See Article 35 of General Conditions.
- Part 5. SUBTOTAL OF CHANGE ORDER PROPOSAL (sum of lines 8, 19, 22, and 25 - applicable)
- Part 6. Contractor's Bond Cost: Enter percentage value of Part 5 as applicable. (spreadsheet calculates the value)
- Part 7. GRAND TOTAL OF THE CHANGE ORDER PROPOSAL. (spreadsheet calculates the sum of parts 5 and 6)
- Part 8. Contract time change. Place an "X" in appropriate cell and edit the cell to indicate the number of days changed.

- A. The Contractor, who prepares this proposal form, certifies the cost/price data by signing, dating, and forwarding same to the Architect/Engineer (or Consultant) for further action.
- B. The Architect/Engineer (or Consultant) reviews and analyzes the cost/price data for the requirements that these are: 1) currently prevalent, 2) reasonably fair, 3) factually applicable, and 4) equivalently competitive market selling prices. The Architect/Engineer (or Consultant) may negotiate - after receipt of the cost proposal - any or all of the cost elements of the proposal to support a recommendation of acceptance to the Principal Representative. Certification by the A/E (or Consultant) of the above requirements is made upon his signature. The Architect/Engineer (or Consultant) forwards the proposal with the supporting back-up to the Agency.
- C. Authority for the Institution or Agency (usually the Principal Representative) reviews the proposal, signs, dates, and forwards to Office of the State Architect for final action.
- D. State Buildings Division reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and, if in order, signs and dates the proposal.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

EMERGENCY FIELD CHANGE ORDER

Emergency Field
Change Order No: _____ Contract ID No. _____ Date _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

Your Emergency Field Change Order Proposal(s), dated _____ is hereby being designated for approval of the following work:

(Note: If more space is needed for description of work, attach additional 8-1/2" x 11" sheets hereto.)

This change order was originated by the Contractor , Architect/Engineer , State , and I/We do hereby recommend acceptance and approval of the change to the Contractor's Agreement Dated _____ which is by this reference, made a part hereof, and identified as Exhibit _____ with an increase , a decrease , no change , of \$_____.

The Time of Completion is extended _____ calendar days , is unchanged , is reduced , calendar days, from the total number of days listed in the Contractor's Agreement to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is _____ calendar days. If the completion date was extended or reduced, the new completion date of the Project is _____ (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract			
Change Order #1			
Change Order #2			
Current Totals			

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

Architect/Engineer Firm	Name and Title (print)	Date
	Signature	
Contractor (Name of Firm)	Name and Title (print)	Date
	Signature	
Institution or Agency	Name and Title (print)	Principal Representative (Signature)
		Date

CONTRACT STATUS	
<p>Original Contract Value _____</p> <p>Previous increases by CO/Amend _____</p> <p>Previous decreases by CO/Amend _____</p> <p>Value After Prior CO's/Amend _____</p> <p>This CO/Amend</p> <p style="padding-left: 20px;">Increases <input type="checkbox"/> Decreases <input type="checkbox"/></p> <p>CURRENT CONTRACT VALUE _____</p>	<p>_____ STATE BUILDINGS PROGRAM (or Authorized Delegate) _____ DATE</p> <p style="text-align: center;">NOT REQUIRED PER GENERAL CONDITIONS</p> <p>_____ STATE CONTROLLER (or Authorized Delegate) _____ DATE</p> <p style="text-align: center;">(Verification)</p>



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CHANGE ORDER

Change Order No: _____ Contract ID No. _____ Date _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

Your Change Order Proposal(s), dated _____ is hereby being designated for approval of the following work:

(Note: If more space is needed for description of work, attach additional 8-1/2" x 11" sheets hereto.)

This change order was originated by the Contractor , Architect/Engineer , State , and I/We do hereby recommend acceptance and approval of the change to the Contractor's Agreement Dated _____ which is by this reference, made a part hereof, and identified as Exhibit _____ with an increase , a decrease , no change , of \$_____.

The Time of Completion is extended _____ calendar days , is unchanged , is reduced calendar days, from the total number of days listed in the Contractor's Agreement to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is _____ calendar days. If the completion date was extended or reduced, the new completion date of the Project is _____ (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract			
Change Order #1			
Change Order #2			
Current Totals			

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

Architect/Engineer Firm	Name and Title (print)	Date
	Signature	
Contractor (Name of Firm)	Name and Title (print)	Date
	Signature	
Institution or Agency	Name and Title (print)	Principal Representative (Signature)
		Date

CONTRACT STATUS							
<p>Original Contract Value _____</p> <p>Previous increases by CO/Amend _____</p> <p>Previous decreases by CO/Amend _____</p> <p>Value After Prior CO's/Amend _____</p> <p>This CO/Amend</p> <p style="padding-left: 20px;">Increases <input type="checkbox"/> Decreases <input type="checkbox"/></p> <p>CURRENT CONTRACT VALUE _____</p>	<table border="0" style="width: 100%;"> <tr> <td style="border-top: 1px solid black; width: 80%;">STATE BUILDINGS PROGRAM (or Authorized Delegate)</td> <td style="border-top: 1px solid black; width: 20%;">DATE</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">STATE CONTROLLER (or Authorized Delegate)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td colspan="2" style="text-align: center; padding-top: 10px;">(Verification)</td> </tr> </table>	STATE BUILDINGS PROGRAM (or Authorized Delegate)	DATE	STATE CONTROLLER (or Authorized Delegate)	DATE	(Verification)	
STATE BUILDINGS PROGRAM (or Authorized Delegate)	DATE						
STATE CONTROLLER (or Authorized Delegate)	DATE						
(Verification)							



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF SUBSTANTIAL COMPLETION

Date of Substantial Completion: _____
Date to be inserted by the Principal Representative

Institution/Agency: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

_____ Architect/Engineer	_____ Date	_____ Contractor	_____ Date
-----------------------------	---------------	---------------------	---------------

_____ State Buildings Program	_____ Date	_____ Principal Representative	_____ Date
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(or Authorized Delegate)

(Institution or Agency)

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of _____ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of _____ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

PRE-ACCEPTANCE CHECKLIST*

Institution or Agency: Red Rocks Community College Final Punch List Date _____
 Architect/Engineer: _____
 Contractor: _____
 Project No./Name: 2011-111M19 Re-roof Construction Technology Center

After Contractor is satisfied that work is complete as per Notice of Substantial Completion Punch List, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Principal Representative and State Buildings Programs (SBP) present. Forms are processed as required.

	DATE COMPLETED	A/E SIGNOFF	REMARKS
1. The Notice of Approval of Occupancy/Use has been fully executed.			
2. Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.			
3. Final Change Orders are processed (work must be completed prior to Notice of Acceptance).			
4. Punch list work is completed and accepted			
5. Permanent keying, keys and keying instructions have been performed.			
6. Extra materials as per specifications are delivered to Principal Representative.			
7. As-built drawings have been submitted to Architect/Engineer.			
8. Guarantee/Warranty documentation requirements are met.			
9. Five Most Costly Goods form is completed by Contractor and received			
10. Removal of Contractor's temporary work including cleanup and debris removal.			
11. State personnel are instructed in system and equipment operations as required by contract.			
12. All Instructions, manuals, guides, and charts have been transmitted to Principal Representative.			

Architect/Engineer _____ Date _____

Contractor _____ Date _____

State Buildings Programs (or Authorized Delegate) _____ Date _____

Principal Representative (Institution or Agency) _____ Date _____



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF FINAL ACCEPTANCE

Date of Notice of Acceptance: _____

Date to be inserted by A/E after consultation with the Principal Representative

Institution/Agency: Red Rocks Community College

Project No./Name: 2011-111M19 Re-roof Construction Technology Center

TO:

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

State Buildings Program
(or Authorized Delegate)

Date

Principal Representative
(Institution or Agency)

Date

*When completely executed, this form is to be sent by **certified mail** to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

NOTICE OF CONTRACTOR'S SETTLEMENT

Institution/Agency: Red Rocks Community College
Notice Number: _____
Project No./Title: 2011-111M19 Re-roof Construction Technology Center

Notice is hereby given that on _____ *date* _____ at _____ *address* _____ Colorado, final settlement will be made by the STATE OF COLORADO with _____ *vendor name* _____, hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT as referenced above.

1. Any person, co-partnership, association or corporation who has an unpaid claim against the said project, for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies used or consumed by such Contractor or any of his subcontractors In or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid on account of such claim
2. All such claims shall be filed with the Authority for College, Institution, Department or Agency.
3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim

Authorized Facility Manager or Authorized Individual

Name: _____
Approval Date: _____
Agency: _____
Phone: _____
Fax: _____
Email: _____

MEDIA OF PUBLICATION:

PUBLICATION DATES:

First:

Second:

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

NOTES TO EDITOR:

Transmit two (2) copies of the Affidavit of Publication, and invoice, to:

SECTION 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

PART 1 - Procurement Substitution Procedures

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.3 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 - 2. Submittal Format: Submit electronic copy of Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.

- b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 2) Copies of current, independent third-party test data of salient product or system characteristics.
 - 3) Samples where applicable or when requested by Architect.
 - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

- 1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF SECTION 002600

SECTION 00 70 00

CONTRACTOR WARRANTIES

1.1 GENERAL

- A. Furnish Owner with written warranty for period of two (2) years from date of Notice of Final Completion that all work is in accord with the Contract Documents and without defects in labor or materials. If repairs or changes are required in connection with the warranted Work within the warranty period, the Contractor shall, promptly upon receipt of notice from the Owner and without expense to the Owner, comply with the following:
 - 1. Place in satisfactory condition in every particular, all of such warranted Work and correct all defects therein.
 - 2. Make good all damage to the building or site, which is the result of the condition needing said repairs and changes.
 - 3. Make good any Work disturbed or new work created in fulfilling any such warranty.
- B. If repairs are required in connection with warranted Work within warranty period and notice thereof is given within such period, the warranty shall continue as to Work requiring repair until the repairs required are completed, and the termination of the warranty period shall not apply thereto.
- C. Corrections of defects, imperfections, and faults shall not relieve the Contractor from his responsibility for additional corrective work during the remaining time period of the warranty.
- D. No provision in the Contract Documents nor any special or general warranty shall be held to limit, as to time or scope of liability, the Contractor's liability for defects, or the liability of his sureties, to less than the legal limit of liability under laws having jurisdiction.
- E. The Contractor will not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by others.
- F. The delivery of any warranties shall not relieve the Contractor from any obligation assumed under any other provision of the Contract Documents.
- G. The obligations of the Contractor under this Section shall survive termination of the Contract.

1.2 FORM OF WARRANTIES

- A. Warranties shall be in the form set forth below, shall be typed on the Contractor's own letterhead, and shall be submitted by the Contractor to the Owner prior to final payment.

**WARRANTY FOR
ROOF REPLACEMENT AT
CONSTRUCTION TECHNOLOGY CENTER
RED ROCKS COMMUNITY COLLEGE**

We hereby warrant the materials and workmanship of the Work which we have installed at the above-named Projects have been provided in accordance with the Contract Documents and that the Work as installed will fulfill the requirements of the warranties included in the Project Manual. We agree to repair or replace any or all our Work that may prove to be defective in its workmanship or materials within a period of two (2) years from date of final acceptance of the above-named Work, without any expense to the Owner, unusual abuse or neglect excepted.

In the event of our failure to comply with the foregoing conditions, within three business (3) days after being notified in writing by the Owner, we collectively or separately do hereby authorize the Owner or his successor in interest to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Date of Final Acceptance of above-named Work:

Signature:

(Contractor)

Typed name and title of Company official signing above and issuing this Warranty:

Name: _____

Title:

Date of Signature:

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The intent of this Section is to generally summarize the nature and extent of work to be performed without in any way limiting the specific requirements of the Contract Documents. The Contractor shall provide all labor, plant, supplies, equipment, services, facilities, and appurtenances which are indicated or reasonably implied by the Drawings, or as specified, or that are required for the work described in the Contract Documents.
- B. This contract provides for the following:
- C. Base Bid:
1. Main Roof
 - a. Owner will remove abandoned roof top equipment as indicated on demolition plan.
 - b. Contractor shall repair holes where abandoned pipes penetrated deck and where wood or metal curbs were removed. Concrete curbs to remain and to be covered.
 - c. Remove existing modified bitumen roofing and wood fiber insulation down to existing asphalt built-up. Remove existing base flashings at roof top unit curbs (see Appendix A for Asbestos report).
 - d. Inspect and replace any wet or deteriorated lightweight fill. (Include in base bid repairing up to 100 square feet with ZonoPatch for areas having less than 3 square feet and repairing up to 400 square feet at areas larger than 3 square feet with polyiso and tapered polyiso up the 6 inches thick). Provide unit prices beyond the quantities noted. See Appendix A for Asbestos report if removal of existing BUR is necessary to repair wet or deteriorated lightweight fill.
 - e. Furnish and install new SBS base sheet, mechanically attached.
 - f. Raise roof top units, equipment, gas pipe and duct work as needed to achieve adequate flashing heights.
 - g. Furnish and install 1 layer of 2.6 inch thick polyisocyanurate insulation (R-15), adhered with foam adhesive.
 - h. Furnish and install tapered insulation as indicated on Roof Plan.
 - i. Furnish and install new 1/2" thick primed gypsum cover board, adhered with foam adhesive.
 - j. Furnish and install new 60 mil EPDM membrane, adhered.
 - k. Furnish and install new pre-finished sheet metal perimeter flashing.
 - l. Furnish and install new pipe flashing, counter flashing, and curb caps where indicated on the drawings.
 - m. Furnish and install new sealant pockets at each duct support.
 - n. Furnish and install new supports for gas line (owner will paint gas line safety yellow).
 - o. Furnish and install new manufactured roof hatch guard.
 - p. Furnish and install new safety railing at dust collector.

Add Alternate No. 1 - Furnish and install new manufactured crossover stairs over existing duct.

Add Alternate No. 2 - Contractor shall remove and properly dispose of abandoned roof top units as shown on the demolition plan.

2. Storage Room Roof
 - a. Remove existing gravel surfaced asphalt built-up roof down to existing concrete deck.
 - b. Enlarge scupper opening as indicated on drawings.
 - c. Furnish and install new 1/2" thick primed gypsum cover board, adhered with foam adhesive.
 - d. Furnish and install new 60 mil EPDM membrane, adhered.
 - e. Furnish and install new scupper, collector head, and downspout.
 - f. Furnish and install new sheet metal counter flashing.

END OF SECTION

SECTION 012600- CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 CHANGE ORDER BULLETIN

- A. Owner-Initiated Change Order Bulletin: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Change Order bulletins issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use Colorado State Buildings Change Order Proposal Form.

1) Quotation must be submitted using the format outlined on the worksheet tab of the change order proposal.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use Colorado State Buildings Change Order Proposal Form.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Changes Order Proposal, Architect will issue a Change Order for signatures of Architect and Contractor on Colorado State buildings Form.

1.6 EMERGENCY FIELD CHANGE ORDER

A. Emergency Field Change Order: Architect may issue an Emergency Field Change Order on Colorado State Buildings Form. Emergency Field Change Order instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Emergency Field Change Order contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - 2. Submit the schedule of values to Architect for approval at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Contractor's name and address.
 - c. Date of submittal.
2. Arrange schedule of values consistent with format of Colorado State Buildings Form.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. For materials stored off site, include evidence of insurance, bill of sale, and schedule an inspection of the materials, see section 1.5E.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Owner and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use forms provided by Owner for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
 - d. Provide photographic documentation of stored materials.
- F. Transmittal: Submit electronic signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
 2. Approved schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 7. Certificates of insurance and insurance policies.
 8. Performance and payment bonds.
 9. Data needed to acquire Owner's insurance.
 10. Preconstruction photographs.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.
 5. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Project coordination and supervision, meetings, schedules, and photographic documentation.

1.2 COORDINATION

- A. Project has special requirements for coordinating Work because of the following conditions.
 - 1. Complex nature and phasing of Work activities.
 - 2. Complete occupancy of facility by Owner during construction period.
- B. Provide supervision, planning, scheduling, and control to perform Work and meet requirements of Contract Documents.
 - 1. Schedule and coordinate construction operations in sequence required to obtain best results where installation of one part of Work depends on installation of other components, before or after its own installation.
 - 2. Notify affected parties in writing, as necessary, of special procedures required for coordination.
 - 3. Coordinate scheduling and timing of required administrative procedures to ensure orderly progress of Work. Such administrative activities include the following:
 - a. Preparation of a construction schedule and Schedule of Values.
 - b. Installation and removal of temporary facilities and controls.
 - c. Delivery and processing of submittals.
 - d. Progress and pre-installation meetings.
 - e. Project closeout activities.
- C. Notify the Owner's Representative in writing 48 hours in advance of time when construction areas will be returned to the Owner for use or when new Work areas are required.
- D. Submit a building access plan to Owner's Representative for review and written approval at least ten working days prior to its implementation. Include locations of temporary enclosures and storage.

1.3 SUPERVISION

- A. Provide a project superintendent at the Site a minimum of two hours per day during the progress of the Work. The superintendent shall be literate and fluent in English.

1.4 MEETINGS

- A. General:
 - 1. Schedule and conduct meetings at the Site, unless otherwise indicated.
 - 2. Notify participants, others involved, and individuals whose presence is required, of the date and time of the meeting. Notify the Owner and Consultant of scheduled meeting dates and times.

3. Agenda: Prepare a meeting agenda and distribute agenda to invited attendees.
 4. Minutes: Record significant discussions, agreements, and disagreements, and distribute the meeting minutes to concerned parties, including the Owner and Consultant, within two days of the meeting.
- B. Pre-Construction Meeting:
1. Conduct a pre-construction meeting before Work begins. The Owner's Representative, Consultant, and responsible representatives from major subcontractors and other concerned parties shall be present. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Describe in detail when each portion of the Work is to be performed, based on the construction schedule. Discuss phasing and critical work sequencing. Subcontractors shall participate in discussion.
 3. Discuss the following:
 - a. Subcontractors, including responsibilities and personnel assignments.
 - b. Key personnel, including contact information, and their duties.
 - c. Procedures for requests for interpretations, field decisions, and change orders.
 - d. Submittal procedures.
 - e. Procedures for processing Applications for Payment.
 - f. Use of premises, including storage areas, parking availability, and Owner's requirements.
 - g. Work hours and restrictions.
 - h. Deliveries and priorities.
 - i. Temporary facilities and controls.
 - j. Testing and inspecting requirements.
 - k. Safety and security procedures.
 - l. Housekeeping procedures, including progress cleaning and construction waste management and recycling.
 - m. Preparation of record documents.
 4. Discuss questions that Contractor or subcontractors may have about Work or construction schedule.
 5. The Consultant will interpret the Contract Documents.
 6. The Owner's Representative will discuss occupancy and use of the facility during the construction and other Owner concerns.
- C. Progress Meetings: Conduct weekly progress meetings.
1. The Owner's Representative, Consultant, and representatives of each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be present. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Review and correct or approve the minutes of the previous progress meeting. Review items of significance that could affect the progress of the Work. Include topics for discussion as appropriate to the status of the Project.
 3. Construction Schedule: Review the progress of the Work since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the construction schedule. Determine how construction behind schedule will be expedited, and secure commitments from the parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - a. Review the schedule for the next period.

4. Review present and future needs of each entity present, including the following:
 - a. Sequence of operations, interface requirements, and coordination of the Work.
 - b. Status of submittals, deliveries, and off-site fabrication.
 - c. Site utilization, temporary facilities and controls, access, and progress cleaning.
 - d. Field observations, problems, and decisions.
 - e. Quality and work standards, and status of corrective measures for deficient items.
 - f. Status of payment requests, requests for interpretations, proposal requests, pending changes, Change Orders, and pending claims and disputes.
5. If Work is proceeding according to the construction schedule, the Consultant may cancel the next meeting.

1.5 SCHEDULES

- A. Prepare a construction schedule for the entire Work, including a complete sequence of construction by activity. The schedule shall be in the form of a horizontal bar chart, with a separate horizontal bar for each construction activity and the first workday of each week identified.
 1. Provide beginning and completion dates for each construction activity and phase.
 - a. Indicate the completion percentage for each activity at each progress meeting.
 2. Provide product procurement and delivery dates.
 3. Provide dates for the selection of finishes.
 4. Provide separate sub-schedules as necessary to provide more detail for critical portions of the schedule.
- B. Submit the construction schedule to the Owner's Representative and Consultant within one week after the date of the Notice to Proceed.
- C. Update the schedule on a weekly basis or when actual construction progress deviates significantly from that shown on the current schedule.
 1. Show all changes that have occurred since the previous schedule was prepared, including the progress of each activity, current completion dates, and major changes in scope.
 2. Provide a narrative report that discusses the following items and their effects on the schedule.
 - a. Progress of each activity and current completion date, compared to the previous schedule.
 - b. Description of changes.
 - c. Problem areas, including current and anticipated delay factors.
 - d. Corrective actions taken or proposed.
 3. Resubmit to the Owner's Representative and Architect/Engineer.
- D. Distribute the current schedule to the job-site file, subcontractors, and other affected parties. Instruct parties to report any inability to comply and to provide a detailed explanation with suggested remedies.

1.6 PHOTOGRAPHIC DOCUMENTATION

- A. Photograph existing conditions that are important to the construction or that deviate substantially from the Contract Documents; significant conditions that will be concealed by the Work; finish surfaces that might be misconstrued as damage caused by removal or other Work operations; and immediate follow-up when on-site events result in construction damage or loss.
 1. Photographs shall be in focus and shall clearly show the condition.

2. Provide images in uncompressed TIFF format, produced by a digital camera with a minimum sensor size of 4.0 megapixels, and at an image resolution of at least 1024 by 768 pixels. Each image shall include a date and time stamp, and a unique sequential identifier.
 3. Maintain a complete set of photographs at the Site, with an image log including:
 - a. Name of Project.
 - b. Unique sequential identifier.
 - c. Date and time photograph was taken.
 - d. Description of vantage point, indicating location, direction by compass point, and elevation or story of construction or key plan with photograph locations, or both.
- B. Within two days of taking photographs, submit the complete digital-image electronic file with image log to the Consultant and Owner's Representative. Submit digital images exactly as originally recorded in the camera, without alteration, manipulation, editing, or modification.
1. Submit photographs of pre-existing damage prior to beginning Work in area.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.

1.2 SUBMITTALS

- A. General:
1. Format:
 - a. PDF Submittals: Prepare submittals as a PDF package, incorporating complete information into one PDF file for each product or material. Name each PDF file with submittal number
 - b. Paper submittals: Include a permanent label or mark-up on the submittal or cover sheet, with the following information.
 2. Submittal Identification: Include the following information in each submittal.
 - a. Project name.
 - b. Date.
 - c. Names of Consultant/Architect/Engineer, Contractor, subcontractor, manufacturer, supplier, and firm or entity that prepared submittal, as appropriate.
 - d. Identification information, such as the number and title of the appropriate Specification section, Drawing number and detail references, location(s) where product is to be installed, or other necessary information.
 - e. Label each submittal with the six digit Specification section number followed by a decimal point and then sequential number (e.g., 042000.01). On resubmittals, include alphabetic suffix after another decimal point (e.g., 042000.01.A).
 - f. Provide space approximately 4 by 4 inch beside the label or title block for approval and the action stamp of the Consultant/Architect/Engineer.
 3. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not use reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements outlined in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions, including notation of those established by field measurement.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Notation of coordination requirements.
 - i. Relationship to adjoining construction clearly indicated.
 - j. Seal and signature of professional Engineer if specified.

- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Clearly mark each copy of the submittal to show which products and options are applicable. Delete information which is not applicable. Supplement standard information with project-specific information.
 2. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts, product specifications, schematic drawings, installation instructions, and written recommendations.
 - b. Compliance with referenced standards.
 - c. Testing by recognized testing agency.
 3. Submit the number of copies required by the Contractor plus two that will be retained by the Consultant/Architect/Engineer, or digital file. Mark up and retain one returned copy as a Project Record Document.
- D. Samples: Submit physical samples to illustrate functional and aesthetic characteristics of the product, for review of materials and workmanship, for compatibility with other elements, and for comparison with the actual installed elements.
1. Samples shall be of sufficient size to show the general visual effect.
 2. Include sets of at least three samples that show the full range of color, pattern, texture, graining, and finish.
 3. Transmit samples that contain multiple, related components, such as accessories, together in one submittal package.
 4. Identification: Attach a label on an unexposed side of each sample that includes the following:
 - a. Generic description of sample.
 - b. Product name, name of manufacturer, and sample source.
 - c. Number and title of appropriate Specification section.
 5. Samples for Initial Selection: Submit two full sets of units or sections of units from the supplier's product line, showing the full range of colors, textures, and patterns available. Consultant/Architect/Engineer will retain one set and return one set with the options selected.
 6. Samples for Verification: Submit full-size units or samples of the size indicated, prepared from the same material to be used for the Work, cured and finished in the manner specified, and physically identical with material or product proposed for use, and that show the full range of color and texture variations expected.
 - a. Submit the number of samples required by the Contractor plus one that will be retained by the Consultant/Architect/Engineer. Mark up and retain one returned sample as a Project Record Document.
 7. Maintain approved samples at the Site, available for quality-control comparisons during construction. Samples may be used to determine final acceptance of construction associated with the sample.
- E. Delegated Design:
1. Where required by the Contract Documents, in addition to shop drawings, product data, and other required submittals, submit a statement, signed and sealed by responsible design professional, for each product and system specifically assigned to the Contractor to be designed or certified by a design professional.
 - a. Indicate that products and systems comply with performance and design criteria in the Contract Documents.
 - b. Include a list of codes, loads, and other factors used in performing these services, and signed and sealed design calculations where required.

1.3 SUBMITTAL PROCEDURE

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. Coordinate the preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, submittals requiring concurrent review, and related activities that require sequential activity.
 - 2. Allow sufficient time for submittal and resubmittal review. Failure to provide sufficient time for submittal and resubmittal reviews will not be a basis for extension of the Contract Time.
- C. Review Time:
 - 1. Allow seven business days for the review of each submittal and resubmittal.
 - 2. Allow additional time if coordination with subsequent submittals is required. The Consultant/Architect/Engineer will advise the Contractor when the submittal being processed must be delayed for coordination.
 - 3. Time for review shall commence when the Consultant/Architect/Engineer receives the submittal.
- D. Contractor Review:
 - 1. Review each submittal, coordinate with other Work, and check for compliance with the Contract Documents. Verify field dimensions and conditions. Identify variations from the Contract Documents and product or system limitations that may be detrimental to the successful performance of completed Work. Note corrections.
 - 2. Before submitting to the Consultant/Architect/Engineer, stamp or electronically mark-up, with a uniform approval stamp, including the reviewer's name; the date of Contractor's approval; and a statement certifying that the submittal has been reviewed, checked, and approved for compliance with the Contract Documents. Unreviewed or inadequately reviews submittals will be rejected.
- E. Consultant/Architect/Engineer Action:
 - 1. Consultant/Architect/Engineer will not review submittals that are received from sources other than the Contractor or that do not bear the Contractor's approval stamp, and will return them without action to the Contractor.
 - 2. Consultant/Architect/Engineer will review each submittal for conformance with the design concept of the Project and compliance with the Contract Documents. Consultant/Architect/Engineer will make marks to indicate corrections or modifications required, and stamp or electronically mark-up with an action stamp. The action stamp will include the reviewer's name, date of review, and required Contractor action. Contractor actions may include making corrections or modifications to the submittal or resubmitting the submittal, or both.
- F. Resubmittals: Make resubmittals in the same form and number of copies as the initial submittal.
 - 1. Note the date and content of previous submittal.
 - 2. Note the date and content of the revision in the label or title block and clearly indicate the extent of the revision and changes made.
 - 3. Resubmit until the Consultant/Architect/Engineer indicates that no resubmittal is required.

- G. Distribution: Furnish final copies (paper or digital) to the Site file, record documents file, manufacturers, subcontractors, suppliers, fabricators, installers, public authorities having jurisdiction, and others as necessary for performance of construction activities. Show the distribution on the transmittal forms.
- H. For construction, use only the final submittals with the Consultant/Architect/Engineer's action stamp.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

1.1 RULES, REGULATIONS AND CODES

- A. All work and materials shall be in full accord with the latest rules and regulations of federal, state and local agencies; and all other applicable federal, state and/or local codes, laws and ordinances. References in the Specifications to "code" or to "building code" not otherwise identified shall mean the International Building Code. Nothing in the Drawings or these Specifications is to be construed as requiring or permitting work that is contrary to these rules, regulations and codes.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 TEMPORARY CONSTRUCTION UTILITIES

- A. The Owner will provide and pay for necessary electrical power and water used on site during the course of construction. The Contractor shall be responsible for providing temporary facilities required to deliver such utility services from their existing location on the site to point of intended use. Contractor shall verify characteristics of power available. Where power is not currently available or where power of different voltage, phase or current is required, Contractor shall be fully responsible for providing such service and shall pay all costs required therefore.

1.2 TEMPORARY FIRE PROTECTION

- A. Portable equipment, extinguishers and general fire protection required by the Contractor shall be furnished by the Contractor. Contractor shall comply with the job-site fire regulations that are issued by the fire protection agency having jurisdiction. Contractor may be subject to periodic fire protection inspections and any deficiency or unsafe condition shall be corrected by the Contractor to the satisfaction of the Owner.

1.3 TEMPORARY TELEPHONE SERVICE

- A. The Contractor shall provide, maintain, and pay all costs associated with telephone service.

1.4 SANITARY FACILITIES

- A. The Contractor shall provide, pay for, install and maintain for the duration of the work, necessary toilet and sanitary facilities for workmen. Such facilities shall be kept in a clean and sanitary condition and shall conform to applicable codes and regulations governing such facilities. Sanitary facilities in the buildings shall not be used by the Contractor.

1.5 REMOVAL OF EXISTING MATERIALS

- A. In the removal of roofing membrane materials, flashings and related roofing materials, no area of removal shall be greater than the area which can have a watertight surface installed during the same working day. The Contractor shall furnish all closures, tents and other means necessary to protect the building from damage from inclement weather.

1.6 PROJECT SIGNS

- A. Project and Contractor signs are not permitted unless approved by Owner.

1.7 SAFETY AND SECURITY

- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accord with recommended safety provisions established by the Associated General Contractors of America,

to the extent that such provisions are not in contravention of applicable law. The Contractor shall protect hazards with adequately constructed guard rails and/or barricades and shall provide lanterns, warning lights, and the like, as necessary. The Contractor shall eliminate attractive nuisances from the work and from the site. To this end, he shall so dispose, store, guard, and protect the premises and all work, materials, equipment and both permanent and temporary construction as to preclude the unauthorized use thereof by children or others and, particularly, to eliminate possible consequential injury to unauthorized persons.

- B. The Owner or Consultant will not be responsible, under any circumstances, for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Owner or Consultant be responsible for Contractor's failure to employ proper safety procedures.

1.8 SCAFFOLDING AND HOISTS

- A. Contractor shall furnish, maintain, and be responsible for hoists, staging, rigging, scaffolding, and runways required in the prosecution of the Work under this Contract. Such temporary work shall be erected, equipped and maintained in accord with statutes, laws, ordinances, rules or regulations of the State or other authorities and insurance companies having jurisdiction.

1.9 ACCESS AND CONTRACTOR USE OF PREMISES

- A. Contractor shall have access to the site wherever specified work is in preparation or progress, unless conditions beyond the Owner's reasonable control prevent such access.
- B. Access to the interior of the building by the Contractor or subcontractor, including material suppliers and employees, is expressly prohibited, except as specifically authorized, scheduled and supervised by the Owner on a daily basis.
- C. Work hours are limited to 6:00 a.m. to 6:00 p.m. Monday through Friday, excluding legal holidays. Additional work hours or time may be arranged if approved by the Owner.
- D. Control work activities and sequences to accommodate Owner and Tenant use of property.
- E. **Red Rocks Community College is a tobacco free campus; this applies to all Campus properties including parking lots.**

1.10 MAINTENANCE OF EXITWAYS

- A. Contractor shall provide safe access to building at all times. Maintain all exit ways clear and free of debris or obstructions at all times.

1.11 CONSTRUCTION DUST AND NOISE

- A. Contractor shall note that the building will remain in continuous operation and use during the entire construction period. He shall take all reasonable precautions to eliminate dust and unsightly conditions, to minimize noise related to construction operations, and to minimize disruption and inconvenience to users of the building.

1.12 PROTECTION OF PLANTING

- A. All landscaping, trees, shrubs and other planting within project area and adjacent thereto shall be protected from damage due to construction operations. Damaged items shall be restored or replaced to Owner's satisfaction.

1.13 MATERIAL STORAGE

- A. Contractor shall store materials in a defined, secured area on site. Storage area shall be coordinated with the Owner.

1.14 EXISTING DRAINAGE AND UTILITY LINES

- A. The Contractor shall maintain in operation, at his expense, for the duration of Contract, all drainage and utility lines within working areas. All connections to or modifications of utility lines shall be made and maintained in such manner as to not interfere with the continuing use of same by the Owner or others during the entire progress of the Work. Contractor shall verify that all drains in or adjacent to work areas are open and flowing freely prior to the start of the work (including stocking the job). Any plugged drains and damage caused by them will be the sole responsibility of the Contractor.

1.15 SNOW AND ICE REMOVAL

- A. Provide for the expeditious removal of snow and ice as required for safety and efficient execution of the Work within the limits of the Contractor's work area. Snow removal from roads and similar areas will be performed by the Owner under a separate snow removal contract.

1.16 ROOFING CONSTRUCTION CONTROLS

- A. Workmen shall wear a shirt at all times.
- B. Workmen shall refrain from using offensive language or rude comments while on-site.
- C. Building permit shall be posted.
- D. There shall be a full height tarp on building at any staging areas.
- E. A spotter shall be used whenever a vehicle is moved on the property.

END OF SECTION

SECTION 01 74 00

CLEANING UP

1.1 GENERAL

- A. The Contractor shall, at all times during the course of this Contract, keep the building, the Owner's premises and the adjoining premises, including streets and other areas assigned to, or used by, the Contractor, free from accumulations of waste materials and rubbish caused by his employees or Work, or by the employees or Work of his Subcontractors. All waste materials and debris shall be legally and safely disposed of off the Owner's property.

1.2 CLEANING MATERIALS

- A. The Contractor shall be fully responsible for any damage to any surface or substrate caused by the improper use of cleaning techniques or materials.

1.3 EXECUTION

- A. Final Cleaning: At completion of the Work, and prior thereto if so required by job-site conditions, remove from the premises, tools, appliances, surplus materials, debris, and temporary construction. Remove marks, stains and soil from building surfaces when such have resulted from work under this Contract.
- B. If the Contractor, upon request by the Owner, does not attend to cleaning with reasonable promptness, the Owner may cause such cleaning to be done by others and charge the cost of same to the Contractor or deduct the said cost from payments still due the Contractor under the Contract.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 "Execution Requirements" for progress cleaning of Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.

- e. Page number.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Leave Project clean and ready for occupancy.

- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project. Review and approval of record drawings for completeness shall be prerequisite for review and approval of monthly payment applications.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 02 41 00

DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1-Specification sections, apply to work of this section.

1.01 DESCRIPTION: Procedures shall provide for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, and a disconnection schedule of utility services (if necessary). The work includes demolition and removal of all construction indicated or specified. Remove rubbish and debris from the work site roof daily unless otherwise directed; do not allow accumulations outside the building. Store material that cannot be removed daily in areas specified by the Owner.

1.02 DUST CONTROL: Take appropriate action to check the spread of dust to occupied portions of the building and to avoid the creation of a nuisance in the surrounding area.

1.03 PROTECTION

- A. Existing Work: Protect existing work that is to remain in place, that is to be reused, or that is to remain the property of the Owner by temporary covers, shoring, bracing, and supports. Items which are to remain and which are to be salvaged and which are damaged during performance of the work shall be repaired to their original condition or replaced with new, to the satisfaction of the Owner. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal work.
- B. Weather Protection: For portions of the roof to remain, protect all materials and equipment from the weather at all times. Where removal of the existing roof is necessary to accomplish work, have materials and workmen ready to provide adequate and approved temporary covering of exposed areas. Temporary coverings shall be attended, as necessary, to insure effectiveness and to prevent displacement.
- C. Facilities: Protect all electrical and mechanical services and utilities. Where removal of existing utilities is necessary, provide approved barricades and temporary covering of exposed areas.

PART 2 - EXECUTION

2.01 REMOVAL

- A. Remove roof materials without damaging the substrate.
- B. Utilities and Services:
 - 1. Temporarily terminate any utilities necessary (after approval of Consultant and notification of the Owner) in a manner conforming to the nationally recognized code covering the specific utility and satisfactory to the Consultants. Replace in a code conforming manner after work is completed.

2. Provide temporary services or connections for electrical and mechanical utilities.

2.02 DISPOSITION OF MATERIAL

- A. Title to Materials: Except where indicated otherwise or specifically specified otherwise in other sections, all materials and equipment removed and not reused, shall become the property of the Contractor and shall be removed from Owner's property.
- B. Reuse of Materials and Equipment: Carefully remove and store materials and equipment to be reused or relocated to prevent damage, and reinstall as the work progresses.

2.03 CLEANUP

- A. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas.
- B. Regulations: Comply with Federal, State, and local hauling and disposal regulations.

END OF SECTION

SECTION 02 82 00

ASBESTOS REMEDIATION

PART 1 GENERAL

1.01 SUMMARY

- A. Use this Standard when removal of asbestos containing roofing materials is required.

1.02 QUALITY ASSURANCE

- A. Contractor shall obtain required permits from State and Local regulatory agencies.
- B. Contractor shall comply with applicable regulations including OSHA, EPA, and CDPHE.

1.03 LIABILITY

- A. Liability assurance: The Contractor shall defend and hold RRCC (the Owner) harmless in order to release the Owner from liability relating to the removal of asbestos-containing material.

1.04 WORKER PROTECTION

- A. Each worker shall wear properly fitted protection equipment as required by regulations and as appropriate for the removal operations.
- B. Instruct and train workers in proper use of protective equipment.
- C. Assure that proper protection is provided for workers and the general public during removal operations.

1.05 SEQUENCING/SCHEDULING

- A. Notification: Comply with notifications required by regulatory agencies.
- B. Work by others: Coordinate roofing removal with re-roofing activities to assure that building interiors are not exposed to potential rain damage.

PART 2 MATERIALS No Requirements

PART 3 EXECUTION

3.01 ROOFING REMOVAL

- A. Remove asbestos-containing roofing materials in a manner which limits the amount of abrasion, breakage, etc., to asbestos-containing roofing materials.
- B. Cut and remove roofing materials from areas indicated.
- C. Disposal:
 - 1. Place asbestos-containing materials in approved containers and transport to approved disposal sites.
 - 2. Dispose of asbestos-containing roofing materials per all applicable federal, state and local Regulatory requirements for disposal.
 - 3. Disposal shall be made at an approved non-friable waste disposal site.

4. Waste manifests shall be delivered to Red Rocks Community College, which documents proper waste disposal.

D. Site protection:

1. Cease removal of roofing in advance of anticipated precipitation. Allow sufficient time for re-roofing and or temporary roofing to be applied so that the building will be watertight.
2. For the protection of ground-level site components from asbestos contamination, the Contractor shall lay sheets of polyethylene on the ground around the building at locations where asbestos-containing roof materials could spill over onto the site.
3. Upon completion of asbestos roofing removal, dispose of these polyethylene sheets in the same manner as asbestos roofing materials.

END OF SECTION

SECTION 05 52 17
ROOFTOP FALL PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Roof accessories including the following:
 - 1. Non-penetrating railing system for roof edge fall protection.
 - 2. Permanent guard rails.
 - 3. Roof hatch guarding.

1.2 REFERENCES

- A. American National Standards Institute (ANSI): ANSI A14.3 - American National Standards for Ladders - Fixed - Safety Requirements.
- B. American Welding Society: AWS D1.1 - Structural Welding Code - Steel.
- C. American Welding Society: AWS D1.3 - Structural Welding Code - Sheet Steel.
- D. British Standard BS 970 - Specification for wrought steels for mechanical and allied engineering purposes. General inspection and testing procedures and specific requirements for carbon, carbon manganese, alloy and stainless steels.
- E. British Standard BS EN 1562 - Founding. Malleable Cast Irons.
- F. Occupational Safety and Health Administration (OSHA): 29 CFR 1910.28 Duty to Have Fall Protection and Falling Object Protection.
- G. Occupational Safety and Health Administration (OSHA): 29 CFR 1910.23 - Fixed Ladders.
- H. Occupational Safety and Health Administration (OSHA): 29 CFR 1926.500 - Scope, Application, and Definitions Applicable to this Subpart.
- I. Occupational Safety and Health Administration (OSHA): 29 CFR 1926.501 - Duty to Have Fall Protection.
- J. Occupational Safety and Health Administration (OSHA): 29 CFR 1926.502 - Fall Protection Systems Criteria and Practices.
- K. Occupational Safety and Health Administration (OSHA): 29 CFR 1926.503 - Training Requirements.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.

2. Storage and handling requirements and recommendations.
 3. Installation methods.
- C. Shop Drawings: Drawings showing plans, elevations, sections and details of components. Show member sizes and part identification, fasteners, anchors, fittings and evidence of compliance with structural performance requirements.
- D. Manufacturer's Certificates:
1. Certify that Railings and Base Castings are made in USA. Provide steel mill and foundry certificates for verification prior to shipment.
 2. Manufacturer must be American Welding Society Welding Certified for Welding Standards AWS D1.1 and AWS D1.3. Third party qualification documentation required prior to shipment.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in good condition and adequately protected against damage as handrails are a finished product.
- B. Inspect rail sections for damage before signing the receipt from the trucking company. Truck driver must note damaged goods on the bill of lading if damaged product is found.
- C. Store products in manufacturer's unopened packaging until ready for installation.
- D. Products to be palletized and labeled by roof level or designated drop zone.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication.

1.6 WARRANTY

- A. Warranty: Provide manufacturer's limited two year warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: FixFastUSA, 3921 Perry Boulevard, Whitestown, IN 46075. Web: www.fixfastusa.com.
- B. Acceptable Manufacturers:
 1. Safety Rail Company: 4244 Shoreline Dr.; Spring Park, MN 55384; Web: www.safetyrailcompany.com
 2. SafePro: Roof Top Anchor, Inc., 875 S. 600 W, Suite 200, Herber City, UT 804032; Web: www.rooftopanchor.com
 3. Kee Safety Inc.: 100 Stradtman St., Buffalo, NY 14206; Web: www.keesafety.com
 4. Bilco (Roof Hatch Only): P.O. Box 1203, New Haven, CT 06505; Web: www.bilco.com
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 NON-PENETRATING RAILING SYSTEM

- A. Roof Edge Protection: Provide freestanding pedestrian egress barrier system on roof, including pipe railings, uprights, bases, accessories and fittings.
 - 1. Mobile Safety Rail System.
 - a. System top and mid rail provided in accordance with OSHA Standards - 29 CFR 1910.29 (b)(1-14).
 - b. Structural Load: 200 lb, minimum, in any direction to all components in accordance with OSHA Regulation 29 CFR 1926.502.
 - 2. Height: 42 inches, minimum.
 - 3. Railings: 1-5/8 inch O.D. hot rolled pickled electric weld tubing, free of sharp edges and snag points.
 - 4. Mounting Bases: 104 lbs Class 30 gray iron material cast with four receiver posts. Provide rubber pads on bottom of bases.
 - 5. Receiver Posts: Provided with a positive locking system into receiver holes that allow rails to be mounted in any direction. Receiver posts shall have drain holes.
 - 6. Securing Pins: 1010 carbon steel, zinc plated and yellow chromate dipped. Pins shall consist of collared pin and latch that connects to lynch pin.
 - 7. Accessories:
 - a. Roof Pads: Provide additional EPDM Roof Pad under each base to protect roof membrane.
 - 8. Finish: Steel surfaces.
 - a. Hot dip zinc galvanized and factory finished powder coat paint.
 - b. Color: Safety Yellow.

2.3 PERMANENT GUARD RAILS

- A. Roof Edge Protection: Provide permanently attached pedestrian egress barrier system on roof, including pipe railings, bases, accessories and fittings.
 - 1. Product: Face Mount Guardrail System.
 - 2. System top and mid rail provided in accordance with OSHA Standards - 29 CFR.29 (b)(1-14).
 - 3. Structural Load: 200 lb, minimum, in any direction to all components in accordance with OSHA Regulation 29 CFR 1926.502.
 - 4. Tested and independently certified to be in accordance with OSHA fall protection for guardrail regulations, sections 29 CFR 1910.29, 29 CFR 1926.500, 29 CFR 1926.502 and 29 CFR 1926.503.
 - 5. Railings: 1-5/8 inch O.D. hot rolled pickled electric weld tubing, free of sharp edges and snag points.
 - a. Railing to be permanently attached to bases and building structure.
 - 6. Length: Available in 1 ft increments from 2 to 10 ft. measures to the center of each leg post.
 - 7. Length (ft / m): Field verify.
 - 8. Single Post Receivers: The first and last piece of a safety railing installation.
 - 9. Double Post Receiver: The intermediate receiver for in-line railing runs.
 - 10. Finish: Steel surfaces.
 - a. Hot Dip Zinc Galvanized.
 - b. Factory finished powder coat paint.
 - c. Hot Dip Zinc Galvanized and factory finished powder coat paint.
 - d. Color: Safety Yellow.

2.4 ROOF HATCH GUARDING:

- A. Provide roof hatch guarding including railings, bases, accessories and fittings.
 - 1. Product: Non-Penetrating Fall Protection.
 - a. Roof Hatch Size: Field Verify.
 - 2. OSHA-compliant fall protection per 29 CFR 1910.29, 29 CFR 1926.501(b) (4) and 29 CFR 1926.502.
 - 3. Non-penetrating attachment directly to roof hatch cap flashing.
 - 4. Self-closing gate included.
 - 5. 24 in safe landing zone. Personnel can safely step out of the hatch and gain their footing, prior to engaging the gate.
 - 6. Built-in grab bars.
 - 7. Finish: Steel surfaces.
 - a. Factory finished powder coat paint.
 - b. Color: Safety Yellow.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals and in proper relationship with adjacent construction.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 20 00

ROOF INSULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1-Specification sections, apply to work of this section.

1.2 DESCRIPTION

- A. Work Included: Work consists of furnishing all labor, materials and equipment necessary to effectively install the roof insulation as shown on the drawings, including, but not necessarily limited to, the following:
 - 1. New fire retardant treated wood blocking.
 - 2. New rigid insulation and tapered insulation.
 - 3. New gypsum roof board.
 - 4. Fasteners and contingent materials.
- B. Related Work Specified Elsewhere
 - 1. Selective Demolition (Roof Removal): Section 02 41 00.
 - 2. EPDM Roofing Section 07 53 23.
 - 3. Sheet Metal Flashing and Trim: Section 07 62 00.
- C. System Description
 - 1. Main Roof - EPDM (Lt. Wt. Deck): SBS base sheet covered by 1 layer of 2.6-inch polyisocyanurate 4-ft. x 4-ft. insulation board (R-30 min.) covered by 1/2-inch gypsum board. The insulation system shall be in compliance with the criteria of UL "Class A" and FM 1-90, manufacturer's requirements for attachment, and compatible with the EPDM membrane system for guarantee by the manufacturer.
 - 2. Storage Room Roof (Concrete Deck): 1/2-inch gypsum board. The cover board shall be in compliance with the criteria of UL "Class A" and FM 1-90, manufacturer's requirements for attachment, and compatible with the EPDM membrane system for guarantee by the manufacturer.

1.3 QUALITY CONTROL

- A. Requirements of Regulatory Agencies: The Work under this section shall be subject to all applicable provisions of the state and local building and safety codes.
- B. Reference Standards: Except as modified by the Drawings and Specifications, the following documents, or applicable portions thereof, govern the work.
 - 1. National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual - Current Edition."

- C. Qualifications
 - 1. Prior to the Notice of Award, the Contractor shall submit evidence that his existing company has five (5) years continuous successful experience in applying specific material(s), and is currently an approved applicator for the specific material manufacturer(s).
- D. UL Listed Products - Provide insulation materials for roofing work which have been tested and listed by UL, and bear UL label on each package, or are shipped to the project with a UL certification of compliance.
- E. Fire and Insurance Ratings: Comply with ratings as required by governing authorities and codes, and comply with the following:
 - 1. Underwriters Laboratories (UL) "Class A."
 - 2. Factory Mutual (FM) 1-90 Rating.

1.4 SUBMITTALS

- A. Required Prior to Commencement of Work
 - 1. Manufacturer's literature, Material Safety Data Sheets and application instructions. When submitting manufacturer's literature, highlight all items pertaining to this project.
 - 2. Detailed shop drawings, including plan views and sections, of the new tapered cricket insulation system.
 - 3. Fastener attachment system shall conform with Factory Mutual (FM) approval. Provide drawing with fastener attachment in all areas, including increase at perimeters and corners.
- B. Required After Completion of Work
 - 1. Contractor's warranty per Section 00 70 00.

1.5 PRODUCT DELIVERY AND STORAGE

- A. Delivery of Materials: Deliver material to jobsite in sealed, undamaged containers. Identify each container with material name, date of manufacturer, and lot number.
- B. Keep all materials dry while they are transported, stored and installed. Reject any new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
- C. All materials shall be stored in enclosed trailers on the ground, except a one-day supply of materials which may be stored on the roof on raised platforms with weather protective coverings. The manufacturer's standard packaging and covering is not considered adequate weather protection. Tarpaulins are required for protection of all roof materials. **MATERIAL STORAGE PROCEDURES WILL BE CONSTANTLY MONITORED AND STRICTLY ENFORCED.**
- D. Materials stored on roofs shall be limited to the safe loading of installed materials, decking and structural framing. Ballast shall be stockpiled on the roof in small mounds or rows on the completed roofing.

1.6 JOB CONDITIONS

- A. All dimensions and existing details shall be field-verified by contractor prior to bidding and acquisition or installation of materials. Contractor shall notify the consultant of any existing

condition found to be different than that indicated in the contract documents. Consultant shall review the situation and inform contractor of necessary changes, if any.

- B. Install materials in strict accordance with all safety and weather conditions required by manufacturer, product literature, Material Safety Data Sheets, or of local, state, and federal rules and regulations.
- C. Locate asphalt kettles or tankers away from flammable materials and mechanical air intake systems. All kettles must be fitted with a fume recovery system. Observe all fire, safety and pollution regulations of governing authorities.

1.7 PROTECTION

- A. Temporary tie-offs and water cut-offs shall be provided by the Roofing Contractor at the end of each day, and where and when a danger exists that water caused by precipitation may get under the new roofing membrane. Temporary tie-offs and water cut-offs shall be made watertight. Tie-offs or cut-offs shall extend beyond new insulation and membrane, and be adhered to the existing roof system. All temporary tie-offs and water cut-offs shall be removed prior to proceeding with the work by uncovering the edge of the insulation and removing all temporary materials.
- B. When installing temporary tie-offs or water cut-offs, do not cut any staggered insulation pieces that are already installed. Rather, straighten the staggered insulation with unattached pieces of insulation. Remove all temporary insulation pieces prior to proceeding with the work.

1.8 WARRANTIES

- A. Manufacturer's Warranty:
 - 1. Written warranty, signed by roofing-system manufacturer, including:
 - a. Repair or replace components of roofing system that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in a manner not clearly specified by submitted roofing-system manufacturer's data as an inherent quality of the material for the application indicated.
 - b. Removal and replacement of roof-deck board, base sheet, temporary roof/vapor retarder, insulation, and walkway products. Warranty includes replacing materials as necessary.
 - c. Labor and materials to perform warranty Work.
 - 2. Warranty Period: Twenty (20) years from date of completion of roofing system.
- B. Roofing Installer's Warranty:
 - 1. Completed warranty form: Section 0070 00 Contractor' Warranty
 - a. Repair or replace components of roofing system that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in a manner not clearly specified by submitted roofing-system manufacturer's data as an inherent quality of the material for the application indicated.
 - b. Removal and replacement of roof-deck board, base sheet, temporary roof/vapor retarder, insulation, and walkway products. Warranty includes replacing materials as necessary.
 - c. Labor and materials to perform warranty Work.

2. Warranty Period: Two (2) years from date of completion of roofing system.

1.9 CHANGES IN THE WORK

- A. During reroofing work, the contractor may encounter existing conditions which are not now known or are at variance with the Drawings or Specifications (discovery). Such conditions may interfere with reroofing work and may consist of damage or deterioration to the deck or surrounding materials or components which could jeopardize the integrity of the new roof.

The contractor shall notify the Consultant of all discoveries he believes may interfere with proper execution of the work or jeopardize the integrity of the new roof prior to proceeding with work related to such discoveries.

- B. In the event of discrepancies within the Drawings, within the Specifications, or between the Drawings and Specification, the more stringent of the two items shown or described shall be considered to be shown or specified at all locations where the discrepancies occur. The Consultant shall be notified of such discrepancies.
- C. When a substitute or alternate is requested by the Contractor, and such substitute or alternate is accepted by the Consultant, the Contractor shall bear all additional costs which may arise directly or indirectly from the use of the substitute or alternate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Polyisocyanurate Board, Glass-Fiber-Mat Faced: ASTM C1289, glass-fiber-mat faced, Type II, Class 2. 4-ft. x 4-ft.
 1. Firestone approved
 2. Carlisle approved
 3. Versico approved

2.2 MATERIALS

- A. Wood Blocking (where necessary or required)
 1. Lumber: Hem-fir No. 1 S-Dry. 2 or better (Fire Retardant Treated).
 2. Plywood: APA rated exposure 1 (Fire Retardant Treated).
 3. Wood Blocking Fasteners:
 - a. Nails (wood blocking to new wood blocking or existing lumber): Galvanized common nails, 10d and 16d as required.
- B. Base Sheet: ASTM D6163 Type 1, Grade S.
 1. Carlisle SureMB 90 Base Ply
 2. Manufacturer Approved
- C. Isocyanurate Insulation as Manufactured by:
 1. Firestone, Carmel, IN.
 - a. ISO 95+
 2. Carlisle, Carlisle, Pennsylvania.
 - a. HP-H Polyiso Board

- D. Rigid Board Insulation
 - 1. Polyisocyanurate Insulation: 2.6 inches thick
 - 2. Tapered Polyisocyanurate Insulation: 1/4 inch per foot slope
- E. Gypsum Board (Main Roof)
 - 1. DensDeck Prime board, 1/2-inch thick, as manufactured by Georgia-Pacific Company.
 - 2. Securock® gypsum fiber roof board, 1/2-inch thick, as manufactured by United States Gypsum Company.
- F. Gypsum Board (Storage Room Roof)
 - 1. DensDeck Prime board, 1/4-inch thick, as manufactured by Georgia-Pacific Company.
- G. Base Sheet to Lt. Wt. Fill
 - 1. Use locking staple type nail designed especially for lightweight insulating concrete decks and installed at the frequency required for wind uplift requirement listed in the General Notes and Roof Plans on the Drawings and U.L.-90 wind uplift compliance. Fasteners shall have an elastomeric coating to protect exposed surfaces of the fastener from corrosion. Such fasteners shall have a Galvalume (AZ-55) Roofing Disk approximately 2.7 inches in diameter integrally attached to the fastener. Both the fastener and disk assembly shall meet FM-4470.
 - a. Carlisle, Dual Prong Base Sheet Fastener, 1.8”.
 - b. OMG, OlyLok Base Sheet Fastener, 1.8”
 - c. Trufast, Twin Loc-Nail Base Sheet Fastener, 1.8”
- H. Insulation Attachment to Base Sheet
 - 1. Firestone ISO Twin Pack Insulation Adhesive or Carlisle One-Step Insulation Adhesive: Adhesive application to comply with U.S. Class A and Factory Mutual Class 1-90 fire and wind uplift. Minimum of 4-inch pattern at corners, 6-inch pattern at perimeters and 12-inch pattern in field of roof or as recommended by manufacturer if more stringent.
- I. Insulation Attachment to Insulation
 - 1. Firestone ISO Twin Pack Insulation Adhesive or Carlisle One-Step Insulation Adhesive: Adhesive application to comply with U.S. Class A and Factory Mutual Class 1-90 fire and wind uplift. Minimum of 4-inch pattern at corners, 6-inch pattern at perimeters and 12-inch pattern in field of roof or as recommended by manufacturer if more stringent.
- J. Gypsum Roof (Cover) Board Attachment
 - 1. Firestone ISO Twin Pack Insulation Adhesive or Carlisle One-Step Insulation Adhesive: Adhesive application to comply with U.S. Class A and Factory Mutual Class 1-90 fire and wind uplift. Minimum of 4-inch pattern at corners, 6-inch pattern at perimeters and 12-inch pattern in field of roof or as recommended by manufacturer if more stringent.

PART 3 EXECUTION

3.1 COORDINATION

- A. Coordinate installation of insulation with work specified in Section 02 41 00-Selective Demolition (Roof Removal), and Section 07 50 00-Membrane Roofing, and Section 07 62 00-Sheet Metal Flashing and Trim.

- B. Do not install more insulating material than can be made watertight by the end of the work day.
- C. Do not install roofing materials when rain is imminent. Do not remove excessive quantity of existing roof membrane ahead of reroofing.

3.2 PREPARATION OF SUBSTRATE

- A. Examine the surface condition of the substrate and the conditions under which roofing work is to be performed. Do not proceed with the new installation until unsatisfactory conditions have been corrected in a manner approved by the Owner.
- B. Clean the substrate of projections and substances detrimental to the work. Voids, cracks and holes shall be filled with an approved material and be struck flush with adjoining surfaces.
- C. Proceeding with the work shall signify the Contractor's acceptance of the substrate being covered by the new installation.

3.3 WOOD BLOCKING INSTALLATION

- A. Install new wood blocking and plywood as required and shown on Drawings.
- B. Attach wood blocking to new or existing wood blocking lumber utilizing nails in a double 12-inch o.c. staggered pattern.

3.4 INSTALLATION OF BASE SHEET

- A. Installation Over Lightweight Insulating Concrete Roof Decks:
 - 1. Mechanically fasten vented base sheet to lightweight insulating concrete, with vented side down, using mechanical fasteners specifically designed and sized for fastening to lightweight insulating concrete roof decks.
 - a. Fasten vented base sheet to resist uplift pressure at corners, perimeter, and field of roof.

3.5 RIGID INSULATION INSTALLATION

- 1. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows.
 - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - c. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches unless otherwise noted on drawings.
 - 1) Trim insulation so that water flow is unrestricted.
 - d. Fill gaps exceeding 1/4 inch with insulation.
 - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

- f. Adhere base layer of insulation to vented base sheet according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - 1) Set insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place with weights until cured.
2. Install upper layers of insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.
 - a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
 - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches unless otherwise noted on drawings.
 - 1) Trim insulation so that water flow is unrestricted.
 - e. Fill gaps exceeding 1/4 inch with insulation.
 - f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - g. Adhere each layer of insulation to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place with weights until cured.

3.6 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 2. At internal roof drains, conform to slope of drain sump.
 - a. Trim cover board so that water flow is unrestricted.
 3. Cut and fit cover board tight to nailers, projections, and penetrations.
 4. Adhere cover board to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - a. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place with weights until cured.

3.7 CLEANUP

- A. Perform final cleanup per Division 1 - Section 01 74 00 and Division 2 - Section 02 41 00 requirements.
- B. Remove trash, debris, and equipment from the jobsite.
- C. Repair damage and remove stains caused by the Work.

END OF SECTION

SECTION 07 53 23

ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
 - 2. Walkways.
- B. Related Requirements:
 - 1. Section 07 20 00 "Rigid Insulation" for insulation above the roof deck.
 - 2. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
 - 3. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
 - 4. Section 22 14 23 "Storm Drainage Piping Specialties" for roof drains.

1.3 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Consultant, roofing installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For insulation and roof system component fasteners, include copy of SPRI's Directory of Roof Assemblies listing.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
 - 1. Layout and thickness if insulation.
 - 2. Base flashings and membrane terminations.
 - 3. Flashing details at penetrations.
 - 4. Tapered insulation, thickness, and slopes.
 - 5. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 - 1. Roof membrane and flashings of color required.
 - 2. Walkway pads or rolls, of color required.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
 - 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of complying with performance requirements.
 - 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
 - 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A qualified manufacturer that is UL listed and listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
- B. **Installer Qualifications:** A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

- A. **Weather Limitations:** Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. **Special Warranty:** Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, and other components of roofing system.
 - 2. **Warranty Period:** 20 years from Date of Substantial Completion.
- B. **Special Project Warranty:** Submit roofing Installer's warranty, Specification Section 00 70 00 Contractor's Warranty, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:
 - 1. **Warranty Period:** Two years from Date of Substantial Completion.

PART 2 PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
 - 1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 - 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:
 - 1. Zone 1 (Roof Area Field): 44 psf (factored), 26 psf (service level).
 - 2. Zone 2 (Roof Area Perimeter): 79 psf (factored), 47 psf (service level).
 - a. Location: From roof edge to 8 ft. inside roof edge.
 - 3. Zone 3 (Roof Area Corners): 122 psf (factored), 73 psf (service level).
 - a. Location: 8 ft. in each direction from building corner.
- D. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced EPDM sheet .
 - 1. Manufacturers:
 - a. Carlisle Syntec
 - b. Firestone Building Products
 - c. Versico Roofing Systems (Gold Medal Installers Only)
 - 2. Thickness: 60 mils, nominal.
 - 3. Exposed Face Color: Black.
 - 4. Source Limitations: Obtain components for roofing system from roof membrane manufacturer.

2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch-wide minimum, butyl splice tape with release film or Factory-applied seam tape, width as recommended by manufacturer.
- F. Lap Sealant: Manufacturer's standard, single-component sealant.
- G. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- H. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- I. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick (25 mm wide by 1.3 mm thick), prepunched.
- J. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
- L. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer.
 - 1. Size: Approximately 36 by 60 inches (914 by 1524 mm).
 - 2. Color: Contrasting with roof membrane.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.

2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
 1. Submit test result within 24 hours of performing tests.
 - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Consultant.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.

1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 2. Apply lap sealant and seal exposed edges of roofing terminations.
- I. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 2. Apply lap sealant and seal exposed edges of roofing terminations.
- J. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.5 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.6 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
1. Install flexible walkways at the following locations:
 - a. Perimeter of each rooftop unit.
 - b. Top and bottom of each roof access ladder.
 - c. And, as required by roof membrane manufacturer's warranty requirements.
 2. Provide 6-inch clearance between adjoining pads.
 3. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.
 - 4.

3.7 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for

deterioration and damage, describing its nature and extent in a written report, with copies to Consultant and Owner.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Supply, fabrication, and installation of roof and wall flashings and counterflashings; copings; and scuppers.
- B. Related Sections:
 - 1. Section 07 53 23 - EPDM Membrane Roofing

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - a. A653/A653M: Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - b. A755/A755M: Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - c. C920: Standard Specification for Elastomeric Joint Sealants.
 - d. D4637/D4637M: Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane.
- 2. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
 - a. Architectural Sheet Metal Manual.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for sheet-metal Work.
 - b. To avoid or minimize work on, or in immediate vicinity of, sheet-metal Work in progress.
 - c. To ensure that subsequent work will not adversely affect completed sheet-metal Work.
 - 3. With interfacing and adjoining construction to provide leakproof, secure, and non-corrosive installation. Coordinate:
 - a. Installation of roof drainage system with installation of roof perimeter flashing.
 - b. Counterflashing installation with base flashing installation.
 - c. Coping at parapets.
 - d. Installation of roof-penetration flashing with installation of roofing and other items penetrating roof.

1.4 SUBMITTALS

- A. Product Data: For each product specified.
 - 1. Include Globally Harmonized System (GHS) or, if not yet available, Material Safety Data Sheets for information only.

- B. Shop Drawings: Show layouts, profiles, shapes, seams, dimensions, and details for fastening, joining, supporting, interface conditions with other materials, and anchoring sheet-metal flashing and trim.
- C. Samples: For each type of sheet-metal flashing and trim. Construct typical lap splice or seam for mechanically-jointed systems, and solder lap or seam for field-solderable systems.
- D. Installer Qualifications: Evidence that Installer's company has minimum five years of continuous experience in similar sheet-metal Work; list of at least five representative, successfully-completed projects of similar scope and size.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced firm that has successfully completed sheet-metal work similar in material, design, and extent to that indicated for Project. Must have successful installations of specified materials in local area in use for minimum of five years.
 - 1. Employ foreman with minimum five years of experience as foreman on similar projects, who is fluent in English, to be on Site at all times during Work. Do not change foremen during the course of the Project except for reasons beyond the control of the Installer; inform Architect/Engineer in advance of any changes.
 - 2. Approved mockups may become part of completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Sheet-Metal Members: Deliver, store, and handle materials in such a manner as to prevent damage to materials or structure.
- B. Sealants, Coatings, and Miscellaneous Materials:
 - 1. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing.
 - 2. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, and installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
 - 3. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct sunlight. Manufacturer's standard packaging and covering is not considered adequate weather protection.
 - 4. Handle materials to avoid damage.
 - 5. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.
 - 6. Remove and replace materials that cannot be applied within stated shelf life.
- C. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of sheet-metal Work. Notify Consultant of conditions found to be different than those indicated in the Contract Documents. Consultant will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Environmental Limitations: Install sheet-metal members when existing and forecast weather conditions permit sealants, coatings, and miscellaneous materials to be installed according to sealant, coating, or miscellaneous material manufacturer's written instructions and warranty requirements.
- D. Handle and install materials in strict accordance with safety requirements required by sheet-metal manufacturer; GHS or Material Safety Data Sheets; and local, state, and federal rules and regulations. Maintain GHS or Material Safety Data Sheets with materials in storage area and available for ready reference on Site.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
 - 1. Notify Consultant of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

1.9 WARRANTY

- A. Contractor's Warranty:
 - 1. Written warranty, signed by Contractor, including:
 - a. Replace sheet-metal Work that does not comply with requirements; that has corroded surface, coating that fails cohesively or adhesively, or other surface defects or imperfections; or that deteriorates in a manner not clearly specified by material supplier's data as an inherent quality of the material for the application indicated.
 - b. Remove and replace sealant that has failed cohesively or adhesively; or that deteriorates in a manner not clearly specified by sealant manufacturer's data as an inherent quality of the material for the application indicated.
 - c. Repair or replacement, to satisfaction of Owner, of other work or items which may have been displaced or damaged as consequence of defective Work.
 - d. Warranty does not include deterioration or damage from changes in sheet-metal environment from that reasonably anticipated at Substantial Completion, or physical damage from adjacent activities.
 - 2. Warranty Period: Two years after Substantial Completion date.
- B. Manufacturer's Warranty:
 - 1. Written warranty, signed by sheet-metal manufacturer, including:
 - a. Replace sheet-metal Work that does not comply with requirements; that has corroded surface, coating that fails cohesively or adhesively, or other surface defects or imperfections; or that deteriorates in a manner not clearly specified by material supplier's data as an inherent quality of the material for the application indicated.

- b. Warranty does not include deterioration or damage from changes in sheet-metal environment from that reasonably anticipated at Substantial Completion, or physical damage from adjacent activities.
2. Written warranty, signed by manufacturer against defects to the metal components including color, fade, chalking, and film integrity.
3. Warranty Period: 20 years after Substantial Completion date.

PART 2 PRODUCTS

2.1 SHEET METAL

- A. For base counterflashings; roof-penetration flashing; parapet scuppers; flashings at wall openings:
 1. Prepainted, Metallic-Coated, Steel Sheet: ASTM A755/A755M, metallic coated by hot-dip process and prepainted by coil-coating process; 24 gage.
 - a. Zinc-coated (galvanized), Steel Sheet: ASTM A653/A653M, G90 coating designation; structural quality.
 - b. Exposed, Coil-coated Finishes:
 - 1) High-performance-organic finish: Three-coat thermocured system containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2604, except humidity and salt spray resistances of 2,000 hours; color as selected by Owner from manufacturer's full range.

2.2 AUXILIARY MATERIALS

- A. Underlayment Materials:
 1. High-Temperature Self-Adhering Sheets: Butyl based, self-adhering waterproofing sheets.
 2. EPDM Sheets: ASTM D4637/D4637M, Type I, non-reinforced; 60 mils nominal thickness.
- B. Miscellaneous Materials:
 1. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items required for installation.
 2. Fasteners: Wood screws, annular-threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads. Size fasteners to provide penetration into substrate of at least 1 1/4 inches for nails and 3/4 inches for wood screws.
 - a. Use stainless-steel fasteners, except that aluminum fasteners may be used with aluminum sheet metal, and copper or hardware bronze fasteners may be used with copper sheet metal.
 - b. Exposed Fasteners: Heads match color of sheet metal by means of plastic caps or factory-applied coating.
 - c. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
 - 1) Blind Fasteners: High-strength aluminum or stainless-steel rivets.
 3. Sealing Tape: Pressure-sensitive, 100-percent solids, polyisobutylene-compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, non-staining tape.

4. Elastomeric Sealant: ASTM C920, elastomeric polyurethane sealant; of type, grade, class, and use classifications required to seal joints in sheet-metal flashing and trim and remain watertight.
5. Butyl Sealant: ASTM C1311, single-component, solvent-release, butyl-rubber sealant; polyisobutylene-plasticized; heavy-bodied for hooked-type expansion joints with limited movement.

2.3 FABRICATION

- A. Custom fabricate to comply with recommendations in SMACNA's Architectural Sheet Metal Manual, that apply to design, dimensions, metal, and other characteristics of item indicated. Conform to dimensions and profiles shown in SMACNA's Architectural Sheet Metal Manual, unless requirements that are more stringent are indicated.
 1. Obtain field measurements for accurate fit before fabrication.
 2. Shop fabricate items where practicable.
- B. Fabricate without excessive oil canning, buckling, or tool marks that are visually objectionable in opinion of Architect/Engineer, and true to line and levels indicated, with exposed edges folded back to form hems.
 1. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant. Rivet joints for additional strength.
- C. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant and in compliance with recommendations in SMACNA's Architectural Sheet Metal Manual.
- D. Expansion Provisions: Use lapped or bayonet-type expansion provisions where possible; otherwise, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- E. Conceal fasteners and expansion provisions, where possible, on exposed-to-view sheet-metal flashing and trim, unless otherwise indicated.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, non-corrosive metal, and in thickness not less than that of metal being secured.
- G. Roof Drainage Fabrications:
 1. Parapet Scuppers: Fabricate scuppers of dimensions required with closure flange trim to exterior, 4-inch-wide wall flanges to interior.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer for compliance with requirements and other conditions affecting performance of sheet-metal flashings and trim.
 1. Ensure that work done by other trades is complete and ready for sheet-metal Work.
 2. Verify that areas and conditions under which sheet-metal Work is to be performed permit proper and timely completion of Work.
 3. Notify Consultant in writing of conditions which may adversely affect installation or performance of sheet-metal Work and recommend corrections.

4. Do not proceed with installation of sheet-metal flashings and trim until adverse conditions have been corrected and reviewed by Architect/Engineer.
5. Commencing sheet-metal Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Take precautions to ensure safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.
- B. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- C. Protect paving and sidewalks, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- D. Limit access to Work areas.
- E. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- F. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 INSTALLATION

- A. General: Install sheet-metal flashings and trim according to recommendations in SMACNA's Architectural Sheet Metal Manual and as indicated.
- B. Install sheet-metal flashing and trim to fit substrates and to result in watertight performance.
 1. Install true to line and levels indicated.
 2. Where exposed, install without excessive oil canning, buckling, or tool marks.
 3. Provide uniform, neat seams with minimum exposure of solder, welds, or sealant.
 4. Do not torch cut sheet metal.
- C. Provide for thermal expansion of exposed flashing and trim.
 1. Space movement joints no more than 10 feet apart, with no joint within 24 inches of corner or intersection.
 2. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- E. Anchor sheet-metal flashing and trim and other components of Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required.
 1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners

- F. Seal joints with elastomeric sealant as required for watertight construction.
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to width of 1 1/2 inches except where pre-tinned surface would show in finished Work.
 - 1. Do not solder prepainted, metallic-coated steel sheets.
- H. Roof Drainage System Installation:
 - 1. Parapet Scuppers: Install scuppers where indicated, through parapet.
 - a. Set to correct elevation, continuously support scupper, and seal flanges to interior wall face, over cants or tapered edge strips and under roofing membrane.
 - 2. Conductor Heads: Anchor securely to wall with elevation of conductor head rim 1 inch below scupper discharge.
- I. Roof Flashing Installation:
 - 1. General:
 - a. Set units true to line and level as indicated.
 - b. Provide concealed fasteners where possible.
 - c. Install Work with laps, joints, and seams that will be permanently watertight.
 - 2. Copings:
 - a. Existing to remain.
 - b. Anchor to resist specified uplift and outward forces.
 - c. Anchor interior leg of coping with screw fasteners and washers at 18-inch centers.
 - 3. Counterflashing: Insert counterflashing behind existing coping flange and fit tightly to base flashing.
 - a. Extend counterflashing 4 inches over base flashing.
 - b. Secure in waterproof manner.
 - c. Lap counterflashing joints at least 4 inches and bed with elastomeric sealant.
 - 4. Roof-Penetration Flashing:
 - a. Seal with butyl sealant and clamp to pipe.
 - 1) Install elastomeric sealant along exposed top edge of penetration flashing.

3.4 CLEANING

- A. At the end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing sheet-metal Work:
 - 1. Clean spillage and soiling from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected surface. Exercise care to avoid scratching or damage to surfaces.
 - 2. Repair surfaces stained, marred, or otherwise damaged during roofing Work.
 - 3. Clean up debris and surplus materials and remove from Site.

3.5 PROTECTION

- A. Protect sheet-metal flashings and trim from damage and wear during remainder of construction period.

END OF SECTION

SECTION 07 70 00

ROOF ACCESSORIES (CROSSOVER STAIRS) (ALTERNATE NO. 1)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Rooftop support products including:
 - 1. Surefoot access products.
 - 2. Accessories.

1.2 RELATED SECTIONS

- A. Division 07 - Thermal and Moisture Protection.
- B. Section 07 72 55 - Rooftop Pipe Support Systems

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A1011 SS GR33 - Standard Specification for hot rolled carbon steel sheet and strip, structural quality. (Hot Rolled Channel - Hot-Dipped Galvanized Finish).
 - 2. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM A153 - Standard Specification for zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 4. ASTM A525 - Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
 - 5. ASTM D1929 - Standard Test Method for Determining Ignition Temperature of Plastics.
- B. American National Standards Institute (ANSI):
 - 1. ANSI / MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application and Installation.
 - 2. ANSI / MSS SP-69 - Pipe Hangers and Supports - Selection and Application.
 - 3. ANSI / MSS SP-127 - Bracing for Piping Systems Seismic-Wind-Dynamic Design, Selection and Application.
- C. American Iron and Steel Institute (AISI):
 - 1. AISI Specifications for the Design of Cold-Formed Steel Structural Members, 2007 Edition.
- D. American Institute of Steel Construction (AISC):
 - 1. Steel Construction Manual, 14th Edition.
- E. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

- F. International Code Council (ICC):
 - 1. International Building Code.
 - 2. International Mechanical Code.
 - 3. International Fuel and Gas Code.
- G. Occupational Safety and Health Administration (OSHA):
 - 1. Safety and Health Regulations for Construction, Fall Protection.
 - 2. OSHA 1910, Subpart D, Walking and Working Surfaces.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings:
 - 1. Provide project specific, engineered stamped shop drawings and calculations including extents of installation, load bearing capacity and structural requirements.
 - 2. Show installation layout, indicating product type and spacing. Coordinate with manufacturer's take off evaluations, measurements, control dimensions, and rooftop requirements analysis.
 - 3. Show details of each roofing system including material layers and thicknesses, flashing, terminations, and penetrations with each rooftop support system to be installed.
 - 4. All supports shall be pre-assembled and shipped for turnkey installation. Indicate all steps and preparation required by others.
- D. Verification Samples: Provide two full size units for each product to be installed.
- E. Manufacturer's Certification:
 - 1. New Construction Product Certificates: Manufacturer's product certification includes review and provided products in accordance with approved and accepted HVAC, Plumbing, Electrical or Equipment plans provided by others. Manufacturer is not responsible for evaluation, design, or certification of the building structure or equipment being supported. General Contractor shall verify project conditions prior to ordering products or submitting to manufacturer for review.
 - 2. Installer Qualifications: Certified by the manufacturer.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company with minimum 20 years of experience and specializing in the manufacture and distribution of engineered rooftop support systems.
- B. Manufacturer's custom work process shall include the following steps:
 - 1. Project concept development and consulting.
 - 2. Design and engineering including quantity and type of supports and accessories.
 - 3. Fabrication and delivery.
 - 4. On site evaluation that installation meets specifications herein and manufacturer requirements.

5. Owner training and maintenance instruction.
- C. Installer Qualifications: Approved by the manufacturer, with minimum 5 years of experience installing similar products.

1.6 PRE-INSTALLATION MEETINGS

- A. After approval of submittals, but before beginning installation, conduct a meeting at the Project site including:
 1. Attendance shall include the Consultant, Contractor, roofing installers, mechanical, electrical and other trades whose work will be installed in support system.
 2. Describe the installation process in detail to establish responsibilities and project specific requirements and site logistics.
 3. Prepare detailed meeting report and distribute to all attendees.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification, product model names and catalog numbers, and related information until ready for installation.
- B. Store materials off the ground under ventilated covers until ready for installation.
- C. Handle materials to avoid damage.

1.8 PROJECT CONDITIONS

- A. Quantity Take Off: A manufacturer certified technician shall perform on-site quantity take-off including the following:
 1. Field measurements.
 2. Where field measurements are not possible during design or construction, show control dimensions and project specific information on shop drawings.
 3. Design and layout.
 4. Product designation and tagging.
- B. Do not install products under environmental conditions outside manufacturer's recommended limits.
- C. Coordinate with roofing, mechanical, electrical and other related trades as required.

1.9 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.10 WARRANTY

- A. Provide manufacturers standard product warranty against defects in manufacturing, proper operation, and against damaging roofing membrane when products are installed in accordance with engineered shop drawings and manufacturer's instructions. Warranty is not a maintenance agreement, insurance policy or obligation to repair leaks determined to be a result of the building design, installation, construction error, misuse of system, failure to inspect or maintain system or other limitations in manufacturer's standard warranty.

- B. Warranty Period: 20 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: MIRO Industries Inc., which is located at: 844 S. 430 W. Suite 100; Heber City, UT 84032; Toll Free Tel: 800-768-6978; Tel: 801-975-9993; Fax: 800-440-7958; Email:sales@miroind.com; Web: www.miroind.com
- B. Substitutions: Owner approved equal.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 GENERAL

- A. Unique design absorbs thermal expansion and contraction of pipes to prevent damage to roofing membranes using non-corrosive bases that rest on roofing membranes including:
 - 1. Gently rounded edges to prevent damage to roofing membrane.
 - 2. Drainage ports to prevent ponding.
 - 3. Carbon black additive in polycarbonate for UV stabilization, stainless steel and hot-dipped galvanized bases are available as specified below.
- B. Loading and Design Constraints:
 - 1. Design values are based on rooftop applications only. For other applications contact manufacture for allowable loading.
 - 2. Maximum loading from any type of MIRO base to finished roof surface not to exceed 3.0 psi (0.021 Mpa) unless specifically indicated in project specifications.
 - 3. Horizontal deflection not to exceed the span length divided by 360 ($l/360$) or 1/8 inch (3.175 mm).
- C. Include manufacturers pipe guides, spacers, clamps, support pads, 2-sided tape and other recommended accessories.

2.3 SUREFOOT ACCESS PRODUCTS

- A. Crossover Bridges: Custom designed to meet project specific requirements, OSHA 1910 Subpart D standards including handrails, and the following:
 - 1. Clearance Height Required: Field verify (estimated 4 ft.).
 - 2. Clearance Length Required: Field Verify (estimated 3 ft.).
 - 3. Crossover Width Required: 22 inches minimum.
 - 4. Deck Bases: Polycarbonate, 16 by 18 inch.
 - 5. Metal Components: Hot-dipped galvanized steel.
 - 6. Walking Surfaces: 12 inch Punched Interlock Grating with anti-skid surface.
 - 7. Railings: Standard railings shall be provided on all stairways having 4 or more risers and platforms 4 feet or more above adjacent level.
 - 8. Structural Design Criteria in accordance with Structural Documents
 - 9. Wind Design Criteria:
 - a. Adopted Building Code: 2015 International Mechanical Code
 - b. Building Risk/Occupancy Category: II

10. Wind Design Criteria:
 - a. Mean Roof Height: 25 ft.
 - b. Basic Wind Speed: 145 Vult(3 Second Gust).
 - c. Exposure Category: C.
11. Crossover structures that are exposed to wind shall be designed and installed to resist wind pressures determined in accordance with ASCE 7 chapter 29.
12. The design requirements for crossover structures, components, supports and attachments shall be supported by one of the following methods:
 - a. Project-specific design and documentation submitted for approval to the authority having jurisdiction after review and acceptance by a registered design professional.
 - b. Submittal of manufacturer's certification that the component is qualified by an independent third party via either analysis or testing in accordance with industry standards.

2.4 ACCESSORIES

- A. Fitted Support Pads: Designed specifically to fit non-penetrating rooftop supports for additional protection of the rooftop envelope. Slip resistant pads are heat molded with a small lip to hold the support pad and reduce movement on the rooftop. Holes in the pad save weight and allow for venting and drainage.
 1. Support Pad Material: 100 percent recycled rubber.
 2. Dimensions: Fitted 16 by 18 inch.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Field Measurements and Quantity Take Off: A manufacturer certified technician shall perform on-site field measurements, coordinate design and layout, designate and tag products based on project conditions.

3.2 PREPARATION

- A. Clean roofing surfaces in accordance with the roofing manufacturer's instructions prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for each substrate under the project conditions.
 1. For ballasted or built-up roofs, all loose aggregate shall be removed from an area 2 inch (51 mm) outside each base footprint.

3.3 INSTALLATION

- A. MIRO supports shall be installed as per the product specifications and or project specific submittals.

- B. Install an additional sheet of roofing material, a support pad, or a deck plate beneath the base of each stand.
- C. Place the supports:
 - 1. Center each stand beneath the component so supports are aligned.
 - 2. If more than one pipe is being supported, adjust for even weight distribution.
 - 3. Set pipe in support without dropping or causing undue impact.
- D. Adjustable Supports: Adjust height of each support to achieve proper height and level before installing supported item.
 - 1. Level hangers, rollers or struts before installing component.
 - 2. Make final height adjustments to provide even distribution of load on all supports.
- E. Fixed Anchor Stanchion Supports: Prior to installation of roof decking, insulation and roof membrane attach support to roof structure as indicated on drawings.
 - 1. After installation of roof decking, insulation and membrane, install pipe or rooftop mechanical supports used in connection with fixed anchor supports.
 - 2. Install piping or mechanical units on each support.

3.4 FIELD QUALITY CONTROL

- A. When requested by Architect, provide a factory-trained representative of manufacturer to visit site while work is in progress to assure that installation complies with design requirements and manufacturer's installation requirements.
- B. After system startup, correct any deficiencies that arise, including but not limited to, improper location or position, improper seating or level on the roof, lack of roof pads or deck plates, inadequate operation, and as directed by Architect.

3.5 PROTECTION

- 1. Protect installed products until completion of project.
- 2. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 92 00

SEALANTS

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1-Specification sections, apply to work of this section.

1.01 DESCRIPTION

- A. Work Included: Work consists of furnishing all labor, materials and equipment necessary for complete application of all sealant, including, but not necessarily limited to, the following:
1. Surface preparation including primers (as necessary).
 2. Joint backup material (as necessary).
 3. Application of specified sealant to sheet metal.

1.02 QUALITY CONTROL

- A. Requirements of Regulatory Agencies: Work under this section shall be subject to all applicable provisions of federal, state and local rules and regulations.
- B. Adhesion tests: Prior to any sealant application, perform adhesion tests as directed by sealant manufacturer's technical representative (if required).

1.03 SUBMITTALS

All submittals required under this section will be submitted to the Consultant.

- A. Submittals: Manufacturer's literature, Material Safety Data Sheets and application instructions for each type of material used.
- B. Warranty: As required by Section 01 78 36 - Warranty, Contractor agrees to repair or replace joint sealers (including labor, materials, and any necessary associated costs) which fail to perform as airtight and watertight joints; or fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance or general durability; or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of material for exposure indicated. Provide warranty signed by Installer and Contractor.

1.04 PRODUCT DELIVERY AND STORAGE

- A. Delivery: Deliver materials to job site in sealed, undamaged containers. Identify each container with material name, date of manufacture, and lot number.

1.05 JOB CONDITIONS

- A. Install sealant materials in strict accordance with all safety and weather conditions recommended by manufacturer, product literature, or Material Safety Data Sheets. Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed only when forecasted weather conditions are favorable for proper cure and development of high-early bond strength. Wherever joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in lower third of manufacturer's recommended installation temperature range.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Approved Sealants

For each application, provide the grade of sealant (non-sag, self-leveling, no-track, knife grade, preformed, etc.) as recommended by the manufacturer for the particular condition of installation (location, joint shape, ambient temperature, and similar conditions), to achieve the best possible overall performance. Grades specified herein are for normal condition of installation.

- 1. One-Component polyurethane low-modulus, non-sag sealant: use for exterior walls: Tremco "Dymonic," Pecora "Dynatrol I," BASF "MasterSeal NP-1," Sika "Sikaflex 1a" or Sikaflex 15 LM", or Consultant-approved equal.
- 2. Tape: For concealed metal to metal contact, use polyisobutylene type, non-skinning, non-drying tape: 1/4 in. minimum width, 1/16 in. minimum thickness, Presstite "579 Series," PPG" Duribbon 1072, "Tremco "440 TAPE," or Consultant-approved equal.

- B. Sealant Primer

- 1. Use primer recommended by manufacturer of sealant used for each specific application.

- C. Backup Material for All Sealants

- 1. Sealant Backer Rod: Compressible rod stock of closed cell polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible permanent, durable non-absorptive material as recommended by sealant manufacturer for compatibility with sealant used (if necessary).
- 2. Bond Breaker Tape: Polyethylene tape or other bond breaker as recommended by sealant manufacturer to be applied to sealant contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.

- D. Colors: For exposed materials provide color to match surrounding materials. For concealed materials, provide the natural color which has the best overall performance characteristics.

- E. Compatibility: Before purchase of each required material, confirm its compatibility with each other material it will be exposed to in the joint system.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Preparation must be done in a good and workmanlike manner which meets recommendation of manufacturer and the following minimum requirements or standards.

3.02 INSPECTION

- A. Examine surfaces where sealant is to be applied for:
 - 1. Defects or coatings on substrate that will adversely affect adhesion of sealants or execution or quality of work.
 - 2. Deviations beyond allowable tolerances for installation of sealants.
- B. Do not start Work until unsatisfactory conditions are corrected.
- C. Beginning of installation means acceptance of substrate.

3.03 JOINT DESIGN

- A. Sealant depth is measured at the center (thin) section of sealant bead.
- B. Install sealants to depths and widths as recommended by sealant manufacturer. Also conform to the following general limitations if not in conflict with sealant manufacturer's recommendations:
 - 1. Depth of sealant must not exceed width of joint.
 - 2. Sealant joints shall not be less than 1/4 inch in width and 1/4 inch in depth.

3.04 SURFACE PREPARATION

- A. Preparation work shall result in clean surfaces in all areas where sealant is to be adhered. Such surfaces shall be free of any old sealant, contaminants and impurities which are deleterious to bonding or adhesion of primers or sealant.
- B. Clean ferrous metals of all rust, mill scale and coatings by wire brush or grinding. Any equipment used to remove rust shall be free of oil contaminants.
- C. Wire brush masonry joint surfaces, then blow clean with oil-free compressed air.
- D. Apply primer per manufacturer's recommendations. Allow primer to dry prior to applying sealant.
- E. Do not caulk joints until they are clean, dry, and free of dust, loose mortar, old sealant, foreign matter or other bond inhibiting materials and in compliance with requirements of manufacturer of materials, details shown on Drawings, and specific requirements of other sections of Specifications.

3.05 JOINT BACKING

- A. Use joint backing to control depth of joint to specified thickness.
- B. Select joint backing size to allow for 25 percent compression of backing when inserted into joint.
- C. Where depth of joint will not permit use of joint backing, or wherever recommended by sealant manufacturer, install bond-breaker tape to prevent three-sided adhesion.
- D. Do not leave voids or gaps between ends of joint backing units.

3.06 APPLICATION OF SEALANT

- A. Apply sealants neatly, in a good and workmanlike manner which meets following minimum requirements or standards. Specific instructions of manufacturer must also be followed.
- B. Apply sealant using a gun with proper size nozzles. Use sufficient pressure to fill all voids and joints solid to backup material, with complete wetting of all joint bond surfaces.
- C. Applied sealant shall form a full, smooth, uniform bead, free of ridges, wrinkles, sags, air pockets and embedded impurities.
- D. After joint has been completely filled with sealant, neatly tool joint sealant to eliminate air pockets or voids, and to provide a smooth, slightly concave, neat appearing finish, with sealant surface slightly below adjoining surfaces. Wetting of finished surface will not be allowed.
- E. Where horizontal joints are located between a horizontal surface and vertical surface, fill joint to form a slight cove, so joint will not trap moisture and dirt.
- F. Protect adjacent surfaces and systems from sealant material. Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.07 CURE AND PROTECTION

- A. Cure sealants in compliance with manufacturer's instructions and recommendations, to obtain high-early bond strength, internal cohesive strength and surface durability. Protect joint sealers during construction period so they will be without deterioration or damage (other than normal wear and weathering) at time of acceptance by Owner.

3.08 JOBSITE CLEANUP

- A. Sealant applicator must remove all excess materials from jobsite.
- B. Leave all surrounding areas where joint sealant has been applied free of excess sealant, debris and foreign substances.

END OF SECTION

SECTION 22 14 13
ROOF DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hub-and-spigot, cast-iron soil pipe and fittings.
 - 2. Hubless, cast-iron soil pipe and fittings.
 - 3. Specialty pipe and fittings.
- B. Related Requirements:
 - 1. Section 22 14 23 "Roof Drains"

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roof drainage system.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Detail storm drainage piping. Show support locations, type of support, weight on each support, required clearances, and other details, drawn to scale, and coordinated with each other, using input from installers of the items involved.
- B. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
 - 1. Storm Drainage Piping: 10-foot head of water.

2.2 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings:
 - 1. Marked with CISPI collective trademark and NSF certification mark.
 - 2. Class: ASTM A 74, Service class.
- B. Gaskets: ASTM C 564, rubber.

2.3 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings:
 - 1. Marked with CISPI collective trademark and NSF certification mark.
 - 2. Standard: ASTM A 888 or CISPI 301.
- B. CISPI, Hubless-Piping Couplings:
 - 1. Couplings shall bear CISPI collective trademark.
 - 2. Standards: ASTM C 1277 and CISPI 310.
 - 3. Description: Stainless-steel corrugated shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.
- C. Heavy-Duty, Hubless-Piping Couplings:
 - 1. Standard: ASTM C 1540.
 - 2. Description: Stainless-steel shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.
- D. Cast-Iron, Hubless-Piping Couplings:
 - 1. Standard: ASTM C 1277.
 - 2. Description: Two-piece ASTM A 48/A 48M, cast-iron housing; stainless-steel bolts and nuts; and ASTM C 564, rubber sleeve with integral, center pipe stop.

2.4 SPECIALTY PIPE FITTINGS

- A. Transition Couplings:
 - 1. General Requirements: Fitting or device for joining piping with small differences in ODs or of different materials. Include end connections same size as and compatible with pipes to be joined.
 - 2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified-piping-system fitting.
 - 3. Unshielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C 1173.
 - b. Description: Elastomeric sleeve, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - c. Sleeve Materials:
 - 1) For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 2) For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.

- 3) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
4. Shielded, Nonpressure Transition Couplings:
 - a. Standard: ASTM C 1460.
 - b. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
 - c. End Connections: Same size as and compatible with pipes to be joined.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.
 1. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations.
 2. Install piping as indicated unless deviations from layout are approved on coordination drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Make changes in direction for piping using appropriate branches, bends, and long-sweep bends.
 1. Do not change direction of flow more than 90 degrees.
 2. Use proper size of standard increasers and reducers if pipes of different sizes are connected.
 - a. Reducing size of drainage piping in direction of flow is prohibited.

- K. Install piping at the following minimum slopes unless otherwise indicated:
 - 1. Horizontal Storm Drainage Piping: 2 percent downward in direction of flow.
- L. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
- M. Plumbing Specialties:
 - 1. Install drains in storm drainage gravity-flow piping.
 - a. Comply with requirements for drains specified in Section 221423 "Storm Drainage Piping Specialties."
- N. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.2 JOINT CONSTRUCTION

- A. Hub-and-Spigot, Cast-Iron Soil Piping Gasketed Joints: Join according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
- B. Hubless, Cast-Iron Soil Piping Coupled Joints:
 - 1. Join according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.
- C. Joint Restraints and Sway Bracing:
 - 1. Provide joint restraints and sway bracing for storm drainage piping joints to comply with the following conditions:
 - a. Provide axial restraint for pipe and fittings 5 inches and larger, upstream and downstream of all changes in direction, branches, and changes in diameter greater than two pipe sizes.
 - b. Provide rigid sway bracing for pipe and fittings 4 inches and larger, upstream and downstream of all changes in direction 45 degrees and greater.
 - c. Provide rigid sway bracing for pipe and fittings 5 inches and larger, upstream and downstream of all changes in direction and branch openings.

3.3 SPECIALTY PIPE FITTING INSTALLATION

- A. Transition Couplings:
 - 1. Install transition couplings at joints of piping with small differences in ODs.
 - 2. In Drainage Piping: Unshielded, nonpressure transition couplings.
 - 3. Drainage Piping Specialties."

3.4 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- B. Comply with requirements for hangers, supports, and anchor devices specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
 - 1. Install carbon-steel pipe hangers for horizontal piping in noncorrosive environments.
 - 2. Install carbon-steel pipe support clamps for vertical piping in noncorrosive environments.
 - 3. Vertical Piping: MSS Type 8 or Type 42, clamps.
 - 4. Install individual, straight, horizontal piping runs:
 - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
- C. Install hangers for cast-iron soil piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- D. Support horizontal piping and tubing within 12 inches of each fitting and coupling.
- E. Support vertical cast-iron soil piping with MSS-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent, but as a minimum at base and at each floor.

3.5 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect interior storm drainage piping to exterior storm drainage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect storm drainage piping to roof drains and storm drainage specialties.
- D. Where installing piping adjacent to equipment, allow space for service and maintenance.

3.6 IDENTIFICATION

- A. Identify exposed storm drainage piping.
- B. Comply with requirements for identification per the International Plumbing Code.

3.7 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
 - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in.

2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Test storm drainage piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired.
 - a. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
 2. Leave uncovered and unconcealed new, altered, extended, or replaced storm drainage piping until it has been tested and approved.
 - a. Expose work that was covered or concealed before it was tested.
 3. Test Procedure:
 - a. Test storm drainage piping, except outside leaders, on completion of roughing-in.
 - b. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts until completion of inspection, water level must not drop. Inspect joints for leaks.
 4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
 5. Prepare reports for tests and required corrective action.
- C. Piping will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

3.8 CLEANING AND PROTECTION

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION

SECTION 22 14 23
STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal roof drains.
 - 2. Miscellaneous storm drainage piping specialties.
- B. Related Requirements:
 - 1. Section 076200 "Sheet Metal Flashing and Trim" for penetrations of roofs.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 METAL ROOF DRAINS

- A. Cast-Iron, Medium-Sump, General-Purpose Roof Drains
 - 1. Standard: ASME A112.6.4.
 - 2. Body Material: Cast iron.
 - 3. Dimension of Body: 8- to 12-inch diameter.
 - 4. Combination Flashing Ring and Gravel Stop: Required.
 - 5. Outlet: Bottom
 - 6. Outlet Type: No hub or Threaded.
 - 7. Underdeck Clamp: Required.
 - 8. Dome Material: Cast iron.

2.2 INSTALLATION

- A. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.

1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Position roof drains for easy access and maintenance.

2.3 FLASHING INSTALLATION

- A. Fabricate flashing from single piece of metal unless large pans, sumps, or other drainage shapes are required.
- B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.
- C. Set flashing on floors and roofs in solid coating of bituminous cement.
- D. Secure flashing into sleeve and specialty clamping ring or device.

2.4 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION