

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



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

For The

Arapahoe Community College

For The

2020-078M19 / Replace HVAC Primary Equipment, Main Bldg.

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

TABLE OF CONTENTS

I. GENERAL INFORMATION

- A. Introduction/Description of Project**
- B. Minimum Qualifications**
- C. Scope of Services**

II. PREQUALIFICATION SUBMITTALS (STEP I)

- A. Schedule**
- B. Mandatory Pre-submittal Conference**
- C. Clarifications**
- D. General Information**
- E. Prequalification Submittals**

III. ORAL INTERVIEWS/COST PROPOSAL (STEP II)

- A. Short List**
- B. Oral Interview**
- C. Cost Proposals**
- D. Method of Selection and Award**

IV. EVALUATION CRITERIA

A. PREQUALIFICATION SUBMITTAL CRITERIA

- 1. Qualifications of the Firm(s)**
- 2. Qualifications of the Management Team Members**
- 3. Project Management Approach**
- 4. Prior Project Experience/Success**
 - a. Timeliness**
 - b. Budget Considerations**
 - c. Quality**
 - d. Services Disruption**
 - e. Project Acceptability**
 - f. Compliance**
- 5. Miscellaneous Considerations**
 - a. Claims/Litigation History**
 - b. Apprenticeship Training Program**
 - c. Other**

B. ORAL INTERVIEWS/COST PROPOSALS CRITERIA

- 1. Qualifications of the Firm(s)**
- 2. Qualifications of the Management Team Members**
- 3. Project Management Approach**

- 4. Prior Project Experience/Success**
- 5. Miscellaneous Considerations**

V. CM/GC CONTRACT INFORMATION

VI. ACKNOWLEDGMENT AND ATTESTATION

VII. COST PROPOSAL FORM

APPENDICES:

- | | |
|---------------------|--|
| Appendix A: | Prequalification Submittal/Evaluation Form (To be completed by Jury Panel) |
| Appendix A1: | Oral Interview /Evaluation Form (To be completed by Jury Panel) |
| Appendix A2: | Submittal and Interview Ranking Matrix (To be completed by Jury Panel) |
| Appendix B: | Construction Manager/General Contractor (CM/GC) Agreement (Sample) with CM/GC Designated Services and Method of Payment Matrix and CM/GC Certification (Form SC- 6.4) |
| Appendix C: | Certification and Affidavit Regarding Unauthorized Immigrants (Form UI-1) |
| Appendix D: | Direct Labor Burden Calculation (SBP-6.18) |

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

Settlement Notice

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

I. GENERAL INFORMATION

A. INTRODUCTION/DESCRIPTION OF PROJECT

Arapahoe Community College is replacing its existing cooling tower with possible relocation, located in the Main bldg. at 5900 S. South Santa Fe Drive, Littleton CO 80120. The scope of work includes, replacing the existing cooling tower, condensing water pump and associated piping and addition of sump tank, and replacing the existing free-cooling (water-side economizer) plate-and-frame heat exchanger. The scope also includes replacing the temperature controls associated with the new equipment and adding new lighting in the cooling tower room.

HCM will manage the project team working closely with ACC, the authority having jurisdiction for code review and permitting, and the selected general contractor for construction administration. BCER Engineering will provide mechanical and electrical consulting services for the project. Martin & Martin Engineering will provide structural review of the existing structure and details to support the new equipment.

Information About COVID-19

ACC campuses will be requiring everyone – regardless of vaccination status – to wear protective masks or face coverings in all indoor areas.

*Arapahoe Community College anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. A Guaranteed Maximum Price (GMP) and an updated project duration schedule will be established by the Architect/Engineer and the Construction Manager/General Contractor in conjunction with the *Arapahoe Community College*. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, constructability, and will work closely with the Architect/Engineer and the *Arapahoe Community College* throughout the planning, design and construction phases of the project. Construction is estimated to commence November 2021.*

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

Both qualifications and cost will be considered in the final ranking of firms with qualifications given 70% of the value of the weighted criteria and fees for the Cost/ Proposal given 30%.

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

B. MINIMUM QUALIFICATIONS

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

1. Provided Construction Management/General Contracting services within the last three (3) years for at least three (3) projects each in excess of \$ 1,500,000.00 (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability up to \$ 1,500,000.00 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

C. SCOPE OF SERVICES

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

II. PREQUALIFICATION SUBMITTALS (STEP I)

A. SCHEDULE

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

| | |
|---|--------------------------------|
| Advertisement | <u>Sept. 2, 2021</u> |
| Mandatory Pre-submittal Conference and Tour | <u>Sept. 9, 2021 10:00 AM</u> |
| Date Email Questions Due | <u>Sept. 15, 2021 12:00 PM</u> |
| Date Email Answers Issued | <u>Sept. 17, 2021 COB</u> |
| Submittals Due (Prequalification: Step I) | <u>Sept. 23, 2021 4:00 PM</u> |
| Interview Short List Announced | <u>Sept. 29, 2021</u> |
| Sealed Proposal Due (Evaluation and Award: Step II) | <u>Week of Oct 11th</u> |
| Oral Interviews | <u>Week of Oct 11th</u> |
| Selection Announced | <u>Oct. 15, 2021</u> |
| Negotiation of CM/GC Contract | <u>Estimated October 2021</u> |
| Contract Approval (projected) | <u>Estimated October 2021</u> |
| Anticipated Design Start | <u>Estimated October 2021</u> |
| Anticipated CM/GC Start | <u>Estimated October 2021</u> |

Anticipated Construction Start/Finish

Estimated November 2021

Estimated May 2022

2. Four (4) hard copies of the submittal are due Sept. 23, 2021 and shall be received no later than 4:00 PM LOCAL, at the following address:

*2625 Church Ave
Littleton, CO 80120
1st Floor Lobby*

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

B. MANDATORY PRE-SUBMITTAL CONFERENCE

Information About COVID-19

ACC campuses will be requiring everyone – regardless of vaccination status – to wear protective masks or face coverings in all indoor areas.

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

Address: **5900 South Santa Fe. Drive, Littleton CO, 80120**

Room: **M1900 Summit Room**

Date/Time: **Thursday, September 9th, 2021 @ 10:00 AM**

C. CLARIFICATIONS

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

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

2. Respondent initiated email requests for clarification will be received any time on or before to *September 15, 2021 12:00 PM*. All State responses will be issued by email addenda on *September 17, 2021* by close of business.

D. GENERAL INFORMATION

1. All respondents accept the conditions of this RFP, including, but not limited to, the following:

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

E. PREQUALIFICATION SUBMITTALS (STEP I)

1. Respondent must comply with the following items, a through f. The State retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the State. **(Note that the primary focus of the Prequalification evaluation will be the firm(s)' capabilities).**
 - a. Submit four (4) complete copies of all material.
 - b. Submittals shall be formatted and tabbed in the exact form and numeric sequence of the Evaluation Form (1 through 5) in Appendix A. A two-sided single page cover letter addressed to the *Arapahoe Community College, 5900 S. Santa Fe Drive, Littleton, CO 80120 ATTN: Daniel Hohn, Purchasing Manager*, outlining the firm(s) qualifications is required at the front of the submittal. *(Not counting the cover letter and required Acknowledgement and Attestation form, the entire submittal is to be no more than 30 doubled sided 8 1/2" x 11" sized pages in portrait format, at least 10 font, and stapled, spiral or plastic bound. No loose leaf notebooks or hard bound submittals.*
 - c. Submittals shall be evaluated in accordance with criteria as indicated in SECTION IV. A. PREQUALIFICATION SUBMITTAL CRITERIA and ranked on the corresponding Evaluation Form in Appendix A.
 - d. Response to all items shall be complete.
 - e. All references shall be current and relevant.
 - f. Complete and execute the appropriate Acknowledgment and Attestation Form as provided in Section VI and submit at the back of the Prequalification Submittal.

III. ORAL INTERVIEWS/COST PROPOSALS (STEP II)

A. SHORT LIST

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

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

B. ORAL INTERVIEW

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

C. COST PROPOSALS

1. Only those firms short listed for interview are required to submit their sealed proposals. (Only one copy is required on the scheduled submission date.) Cost Proposals will remain sealed until after the qualitative scoring and will then be opened. The Cost Proposal will then be considered (equivalent to 30 percent of the weighted criteria) in conjunction with the qualitative score from the response and interview (equivalent to 70 percent of the weighted criteria).
2. Cost Proposals shall be submitted on the form provided in Section VII, without modification. A Cost Proposal shall be accompanied with sufficient detail to clearly identify the fee for service and include a detailed schedule of estimated (not-to-exceed) reimbursable and non-reimbursable costs. Percentage of the cost of work is not an acceptable value. The Cost Proposal should be prepared independently in accordance with the following:
 - a. Any specific services requested in the RFP and its appendices that are not included should be clearly identified. Exclusion of any required service may result in the proposal being found non-responsive.
 - b. Provide a CM/GC staff schedule with staff by name, position and man-hours (assume 8 hour days) per month estimated on the project.
 - c. Provide a detailed estimate of reimbursable costs including breakdown of direct salaries and payroll fringes (DPE) for on-site CM/GC personnel associated with the services. Not-to-exceed reimbursable expenses shall be provided at direct cost.
 - d. Provide a detailed estimate of non-reimbursable expenses (included in fee).
 - e. The State reserves the right to reject any Cost Proposal not prepared in the above manner. Proposals that exceed the available funds may be rejected outright but the State reserves the right to negotiate a reasonable fee for service within the available funds. The CM/GC contract will be a bonded lump sum contract including not-to-exceed reimbursables with a Guaranteed Maximum Price to encompass all construction work; some not-to-exceed allowances may be included as directed by the State.

3. This Fee Proposal is a binding offer to perform the services associated with the Scope of Services described in this RFP and the Designated Services and Method of Payment Matrix in Appendix B. The State reserves the right to negotiate a cost adjustment based on scope clarification subsequent to selection and prior to contract execution.

D. METHOD OF SELECTION AND AWARD

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

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

IV. EVALUATION CRITERIA

A. PREQUALIFICATION SUBMITTAL CRITERIA

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

1. QUALIFICATIONS OF THE FIRM(s)

- ☐ Provide a description of the composition and management structure of your firm. Identify the firm's roles and responsibilities and relevant experience with projects of similar scope and complexity and similar fast track project delivery methods. Describe how the firm's experience will relate to the success of this project.
- ☐ Provide a description and separate graphic organizational chart complete with working titles identifying the lines of authority, responsibility and coordination.
- ☐ Provide a detailed description of the process of how your firm selects qualified sub-contractors and manages them effectively on complex multi-phased projects.
- ☐ Provide a detailed description of how your firm will maximize the Colorado construction work force on this project.
- ☐ Provide your firms' safety record over the last ten years and describe your firms' efforts to retain and support employees.

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

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

3. PROJECT MANAGEMENT APPROACH

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

4. PRIOR PROJECT EXPERIENCE/SUCCESS

Select your three (3) most relevant projects and provide, at a minimum, the following:

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

a. Timeliness

In general, Construction Management/General Contracting work is seen as successful if it is on time, on budget, and of high quality of workmanship. Timeliness is generally based on completion by the originally scheduled date and is indicated by a Certificate of Occupancy. Please demonstrate for each of the above projects how timely delivery occurred.

b. Budget Considerations

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

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

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

c. Quality

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

d. Services Disruption

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

e. Project Acceptability

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

f. Compliance

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

5. MISCELLANEOUS CONSIDERATIONS

a. Claims/Litigation History of Firm

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

b. Other

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

B. ORAL INTERVIEWS/COST PROPOSALS EVALUATION CRITERIA

(Note that the primary focus of the Oral Interview evaluation in addition to the Cost Proposal will be the proposed project management team members' capabilities).

1. QUALIFICATIONS OF THE FIRM

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

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

- ☐ Explain the prior experience with projects of similar scope and complexity and similar fast track project delivery methods of the superintendent and all other project management team members. Explain their roles and responsibilities and authority and why they are the right team members for this project.

- ☐ Explain anticipated project management team staff current and projected workload.
- ☐ Identify all current office locations and the resident expertise intended to be provided under this RFP. Identify the location of the staff for the performance of this contract, their expertise, and generic equipment that will be located in Colorado and act in support of the anticipated contract.

3. PROJECT MANAGEMENT APPROACH

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

4. PRIOR PROJECT EXPERIENCE/SUCCESS

- ☐ Explain the most relevant projects the superintendent and the team members have completed together and/or separately and what their role was. *Arapahoe Community College* at its discretion contact references and/or conduct independent performance analysis on projects on which the team member has worked).
- ☐ Provide descriptions of other related experience of superintendent and other project management team members.

5. MISCELLANEOUS CONSIDERATIONS

- ☐ Other
This category is included for other items provided by the presenter. Inclusions may include testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., intended to demonstrate why this management team is uniquely qualified for this project.

V. CM/GC CONTRACT INFORMATION

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

VI. ACKNOWLEDGEMENT AND ATTESTATION FORM

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

VII. COST PROPOSAL FORM

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

End of RFP

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

Date: _____

Page 1 of 1

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

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

Subscribed on _____ at _____
Date City

_____, State of _____
County State

1) _____
Partner Signature

Typed Name: _____

2) _____
Partner Signature

Typed Name: _____

Notary: _____ Date _____

Commission Expires: _____

Note: Add additional signatures if there are more than two partners.

ACKNOWLEDGEMENT AND ATTESTATION FORM (Joint Venture Format)

Date: _____

Page 1 of 1

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

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

Subscribed on _____ at _____,
Date City

_____, State of _____
County _____ State _____

1) _____
Venture Partner

_____ Binding Signature _____ Date

Type of Business _____ Title: _____

| | |
|------------------|---------------|
| _____ Witness | _____ Date |
|------------------|---------------|

Typed Name: _____

2) _____
Venture Partner Binding Signature Date

Type of Business _____ Title: _____

| | |
|---------|------|
| Witness | Date |
|---------|------|

Typed Name: _____

Note:

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

ACKNOWLEDGEMENT AND ATTESTATION FORM (CORPORATE FORMAT)

Date: _____

Page 1 of 1

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

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

Subscribed on _____ at _____,
Date City

_____, State of _____
County _____ State _____

Corporate Officer Signature

Date _____

Secretary

Date _____

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

(SEAL)

ACKNOWLEDGEMENT AND ATTESTATION FORM (Sole Proprietorship Format)

Date: _____

Page 1 of 1

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

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

Subscribed on _____ at _____,
Date City

_____, State of _____.

County _____ State _____

| Respondent | Date |
|------------|------|
|------------|------|

Typed Name: _____

Notary: _____ Date _____

Commission Expires: _____

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

Date: _____

Project Title

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

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

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

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

Acknowledge receipt of Addendum Nos. _____

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

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

Will comply with 80% Colorado Labor ☐ Yes ☐ No

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

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

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

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

Applicant or Corporate Officer Signature

Title

Appendix A

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

Name of Firm: _____

Name of Project: _____

Evaluator No: _____ Date: _____

RFP REFERENCE

MINIMUM REQUIREMENTS

Y ____ N ____

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

Acknowledgement and Attestation included:

Y ____ N ____

SCORE

Weight² x Rating³ = Score

1. QUALIFICATIONS OF THE FIRM(S)¹

| | | | | | |
|--|----------|---|-----------------|---|-----------------|
| <input type="checkbox"/> Qualifications of the firm | <u>5</u> | x | <u> </u> | = | <u> </u> |
| <input type="checkbox"/> Organizational structure/lines of authority | <u>3</u> | x | <u> </u> | = | <u> </u> |
| <input type="checkbox"/> Subcontractor selection and management | <u>3</u> | x | <u> </u> | = | <u> </u> |
| <input type="checkbox"/> Colorado workforce | <u>2</u> | x | <u> </u> | = | <u> </u> |
| <input type="checkbox"/> Safety/employee support | <u>4</u> | x | <u> </u> | = | <u> </u> |

2. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS¹

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

3. PROJECT MANAGEMENT APPROACH¹

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

4. PRIOR PROJECT EXPERIENCE/SUCCESS¹

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

5. MISCELLANEOUS¹

| | | | | | |
|--|----------|---|-----------------|---|-----------------|
| <input type="checkbox"/> Claims/litigation history | <u>3</u> | x | <u> </u> | = | <u> </u> |
| <input type="checkbox"/> Other | <u>2</u> | x | <u> </u> | = | <u> </u> |

TOTAL SCORE: ⁴

NOTES:

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

Appendix A1

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

Name of Firm: _____

Name of Project: _____

Evaluator No: _____ Date: _____

SCORE

| Score | Weight ² | x | Rating ³ | = |
|--|---------------------|---|---------------------|--------------------|
| 1. <u>QUALIFICATIONS OF THE TEAM</u> ¹ | <u>4</u> | x | _____ | = _____ |
| 2. <u>QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS</u> ¹ | <u>4</u> | x | _____ | = _____ |
| 3. <u>PROJECT MANAGEMENT APPROACH</u> ¹ | <u>5</u> | x | _____ | = _____ |
| 4. <u>PRIOR PROJECT EXPERIENCE/SUCCESS</u> ¹ | <u>3</u> | x | _____ | = _____ |
| 5. <u>MISCELLANEOUS</u> ¹ | _____ | x | _____ | = _____ |
| <input type="checkbox"/> Other | <u>2</u> | x | _____ | = _____ |
| TOTAL SCORE: | | | | _____ ⁴ |

NOTES:

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

Appendix A2

STATE BUILDINGS PROGRAM
SUBMITTAL AND ORAL INTERVIEW RANKING MATRIX

QUALIFICATIONS 70%/FEE 30% (Optional 80%/20%)

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

NOTES:

1. Insert total score from each evaluator's PREQUALIFICATION SUBMITTAL or ORAL INTERVIEW/ COST PROPOSALS/EVALUATION FORMS. (Note that the use of the Matrix for the PREQUALIFICATION SUBMITTAL EVALUATION does not consider cost proposals only qualifications). DO NOT combine the scores of the two evaluation forms.
2. Add all evaluators' total scores and divide by the number of evaluators to determine the average score for each firm's qualifications.
3. The highest score for qualifications on the evaluation form is to receive 70 points and the other team scores are to be determined as a percentage of the 70 points. To score each average qualification score, use the example formula.

Assume the highest score is 700.

SCORING OF QUALIFICATIONS

FIRM B: $\frac{700}{700} \times 70 \text{ points} = 70 \text{ points}$

FIRM C: $\frac{600}{700} \times 70 \text{ points} = 60 \text{ points}$

FIRM A: $\frac{500}{700} \times 70 \text{ points} = 50 \text{ points}$

4. Determine score for each firm's sealed cost proposal with the lowest fee being equivalent to a score of 30 points. To score each fee, use the example formula.

Assume the lowest fee was \$100,000.

SCORING OF FEES

FIRM A: $\frac{\$100,000}{\$100,000} \times 30 \text{ points} = 30 \text{ points}$

FIRM B: $\frac{\$100,000}{\$125,000} \times 30 \text{ points} = 24 \text{ points}$

FIRM C: $\frac{\$100,000}{\$150,000} \times 30 \text{ points} = 20 \text{ points}$

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

Appendix B

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT (FORM SC-6.5) (Sample)

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



**CONSTRUCTION MANAGER/GENERAL/CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)**

DEPARTMENT ID:

CMS CONTRACT ID#:

CONTRACT ID#:

PROJECT #:

PROJECT NAME:

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

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)**

TABLE OF CONTENTS

Page

Table of Contents for the entire Agreement is located in THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC) AGREEMENT (SC-6.51)

| | |
|--|------------|
| <u>RECITALS</u> | 1 |
| <u>ARTICLE 1. PERFORMANCE OF THE WORK</u> | 2 |
| 1.1 THE WORK | 2 |
| 1.1.1 Furnishing of Services | 2 |
| 1.1.2 Time is Critical | 2 |
| 1.1.3 Number of Bid Packages | 2 |
| 1.1.4 Best Efforts | 2 |
| 1.1.5 Extent of Work | 4 |
| 1.1.6 Relationship of Trust and Confidence | 4 |
| 1.1.7 Construction Team | 4 |
| 1.1.8 Architect/Engineer Representation | 4 |
| 1.1.9 Architect/Engineer Responsibilities | 4 |
| 1.1.10 Contractual Relationship | 4 |
| 1.1.11 Work to be Performed | 4 |
| 1.2 CONTRACT DOCUMENTS | 4 |
| 1.2.1 General Conditions of the CMGC Agreement | 4 |
| <u>ARTICLE 2. EXHIBITS TO THE AGREEMENT</u> | 4/5 |
| <u>ARTICLE 3. CONSTRUCTION MANAGER'S SERVICES</u> | |
| <u>PRE-CONSTRUCTION SERVICES</u> | 5 |
| 3.1 AVAILABLE FUND | 5 |
| 3.1.1 Ultimate Appropriation | 5 |
| 3.2 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST | 5 |
| 3.2.1 Evaluation of Preliminary Budget | 5 |
| 3.2.2 Fixed Limit of Construction Cost Established | 5 |
| 3.2.3 Fixed Limit of Construction Cost Revisions | 5 |
| 3.3 CONSULTATION AND VALUE ENGINEERING | 6 |
| 3.3.1 Optimum Value | 6 |
| 3.3.2 Principal Representative's Participation | 6 |
| 3.4 CONSTRUCTION COSTS | 6 |
| 3.4.1 Contingency Management | 6 |
| 3.4.2 Bidding Contingency/Construction Contingency | 7 |
| 3.4.3 Bidding Contingency Application at Award of Bid Packages | 7 |
| 3.4.4 Bidding Contingency Application after Buy Out | 7 |
| 3.4.5 Use of Construction Contingency | 7 |
| 3.4.6 Schedule of Values | 8 |
| 3.4.7 Compensation of Architect/Engineer and Sub-Consultants | 8 |
| 3.4.8 Reasonable Adjustments | 8 |
| 3.4.9 Estimate of Construction Cost | 9 |
| 3.4.10 Quantitative Takeoffs | 9 |

| | | |
|--------|---|-----------|
| 3.4.11 | Estimates Exceeding Budget | 9 |
| 3.4.12 | Principal Representative's Cooperation | 9 |
| 3.4.13 | Architect/Engineer/Construction Manager Cooperation | 10 |
| 3.5 | OTHER PRE-CONSTRUCTION SERVICES | 10 |
| 3.5.1 | Normally and Customarily provided Services | 10 |
| 3.5.2 | Meeting Attendance..... | 10 |
| 3.5.3 | Copies for Review | 10 |
| 3.5.4 | Division of Work..... | 10 |
| 3.5.5 | Construction Manager Shall Review Drawings | 10 |
| 3.5.6 | Project Design Review Sessions..... | 10 |
| 3.5.7 | Governmental Body..... | 11 |
| 3.5.8 | Review Process..... | 11 |
| 3.5.9 | Preliminary Critical Path Method Schedule | 11 |
| 3.5.10 | Principal Representative Purchasing..... | 11 |
| 3.5.11 | Bidding of Bid Packages..... | 11 |
| 3.5.12 | Acceptance of Bids..... | 12 |
| 3.5.13 | Execution of the Work | 12 |
| 3.5.14 | Construction Manager's Monthly Report | 12 |
| | CONSTRUCTION PHASE SERVICES | 13 |
| 3.6 | CONTROL OF THE WORK | 13 |
| 3.6.1 | Supervision of the Work | 13 |
| 3.6.2 | On-Site Organization | 13 |
| 3.6.3 | Weekly Progress Meetings..... | 13 |
| 3.6.4 | Contract-Control/Project Management Software..... | 14 |
| 3.6.5 | Procedure for Code Compliance | 14 |
| 3.7 | SCHEDULE AND COORDINATION | 14 |
| 3.7.1 | Notice to Proceed to Commence Construction Phase | 14 |
| 3.7.2 | Schedule Management and Coordination | 14 |
| 3.8 | AMENDMENTS AND CHANGE ORDERS..... | 15 |
| 3.8.1 | Preparation, Processing and Tracking..... | 15 |
| 3.9 | PRINCIPAL REPRESENTATIVE CONSULTANTS..... | 15 |
| 3.9.1 | Construction Manager's Assistance..... | 15 |
| 3.10 | START UP | 15 |
| 3.10.1 | Testing/Commissioning | 15 |
| 3.10.2 | Phased Occupation | 15 |
| 3.10.3 | Balancing of all Systems | 15 |
| | ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION | 16 |
| 4.1 | COMMENCEMENT | 16 |
| 4.1.1 | Contract Time | 16 |
| 4.1.2 | Date of Commencement/Early Release Bid Package..... | 16 |
| 4.1.3 | Condition of Commencement..... | 16 |
| 4.2 | COMPLETION..... | 16 |
| 4.2.1 | Calendar Days | 16 |
| | ARTICLE 5. COMPENSATION..... | 17 |
| 5.1 | CONSTRUCTION MANAGER'S FEE | 17 |
| 5.1.1 | Compensation for Services..... | 17 |
| 5.1.2 | Designated Services and Method of Payment | 17 |
| 5.1.3 | General Conditions..... | 18 |
| 5.2 | ADJUSTMENTS IN FEE | 18 |
| 5.2.1 | Directed Changes in the Work..... | 18 |
| 5.2.2 | Reconstruction of Insured loss..... | 19 |

| | | |
|---|---|-----------|
| 5.2.3 | Reduction in the Scope of Work | 19 |
| 5.3 | PAYMENT OF FEE | 19 |
| 5.3.1 | Preconstruction Services Fee | 19 |
| 5.3.2 | Construction Services Fee..... | 19 |
| 5.4 | GUARANTEED MAXIMUM PRICE | 19 |
| 5.4.1 | Guaranteed Maximum Price Proposal | 19 |
| 5.4.2 | Guaranteed Maximum Price Obligations | 19 |
| 5.4.3 | Guaranteed Maximum Price Requirements | 20 |
| 5.4.4 | Reasonable Cooperation | 20 |
| 5.4.5 | Sufficient Documentation..... | 21 |
| 5.4.6 | Guaranteed Maximum Price Acceptance..... | 21 |
| 5.4.7 | Separate Contracts..... | 21 |
| 5.5 | CONTRACT SUM | 21 |
| 5.5.1 | Construction Costs/Authorized Adjustments | 21 |
| 5.6 | CONDITION PRECEDENT | 21 |
| 5.6.1 | Contingent Funds | 21 |
| 5.6.2 | Sufficient Funds..... | 21 |
| ARTICLE 6. OPTIONAL PROVISIONS AND ELECTIONS | | 22 |
| 6.1 | MODIFICATION OF ARTICLE 46. GUARANTEED INSPECTIONS AFTER COMPLETION..... | 22 |
| 6.2 | MODIFICATION OF ARTICLE 27. LABOR AND WAGES..... | 22 |
| 6.3 | MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE | 22 |
| | RESOLUTION-FACILITATED NEGOTIATIONS | 22 |
| 6.4 | MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES..... | 22 |
| ARTICLE 7. NOTICE IDENTIFICATION | | 24 |
| SIGNATURE APPROVALS | | 25 |
| EXHIBITS: A. - K. (As described in ARTICLE 2. EXHIBITS TO THE AGREEMENT) | | |

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

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

PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the [Agency], hereinafter referred to as the State or Principal Representative, and [vendor name] having its offices at [vendor address] engaged to serve as Construction Manager, hereinafter referred to as the Construction Manager.

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 Construction Manager for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

RECITALS:

WHEREAS, the Principal Representative intends to engage the services of the Construction Manager to construct the following: [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, the State of Colorado has appropriated and the Principal Representative has been authorized to expend the total sum of _____ Dollars (\$_____) for this Project including all professional services, construction management/general contractor services, construction/improvements, Project contingencies, reimbursables, furnishings, movable equipment, and miscellaneous expenses; and

WHEREAS, *funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in 6.5 hereof; and*

WHEREAS, the Principal Representative has established the **Fixed Limit of Construction Cost** in the amount of _____ Dollars (\$_____); and

WHEREAS, the Construction Manager shall establish a **Guaranteed Maximum Price (GMP)** that is within the Fixed Limit of Construction Cost as established by the Principal Representative at the completion of the Design Development Phase; and

WHEREAS, in accordance with Article 6 Compensation the Construction Manager's Fee for the Project is _____ Dollars (\$_____); and

WHEREAS, the Architect/Engineer for the project is [\[Legal name of design entity\]](#); and

WHEREAS, the Construction Manager acknowledges the statutory authority and responsibility of the Principal Representative within the State of Colorado; and

WHEREAS, the Construction Manager was selected after a determination that its proposal was the most advantageous to the Principal Representative pursuant to a request for proposal issued and awarded on [\[date awarded\]](#); and

WHEREAS, the Construction Manager and the Principal Representative have finalized the terms of this Agreement pursuant to the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

WITNESSETH, that the Principal Representative and the Construction Manager agree as follows:

ARTICLE 1. PERFORMANCE OF THE WORK

1.1. THE WORK

- 1.1.1 The Construction Manager will construct the Project within the Fixed Limit of Construction Cost specified, and the Construction Manager will furnish all the services, labor and materials to perform all the Work, including design, for the complete and prompt execution of the Project in accordance with the Contract Documents.
- 1.1.2 In the performance of the Work under this Agreement, the Construction Manager acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Bid Packages and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of an Architect/Engineer and Construction Manager is defined as "Fast Track Construction" and requires maximum cooperation between all parties. It is also recognized that the services to be rendered by the Construction Manager and the inter-relationships and coordinative aspects thereof are in the developmental state and not fully defined. The Construction Manager has reviewed the Architect/Engineer's Agreement and accepts the terms thereof as expressing a workable concept. In furtherance thereof, in the event there appears to be a duplication, overlap or conflict of the responsibilities of or duties between the Architect/Engineer and Construction Manager or an absence of designation, the question shall be submitted to the Principal Representative for determination. The Construction Manager shall abide by the decision of the Principal Representative provided it does not require the performance of work beyond what was reasonably contemplated and accepted by the Construction Manager as its responsibility. If the Construction Manager claims any increase in the Work arises by virtue of such a decision.
- 1.1.3 The Construction Manager acknowledges that the Principal Representative shall provide _____ () Bid Packages to accomplish the Work. In the event the Construction Manager for any reason within the Construction Manager's control, requests more than _____ () Bid Packages to be furnished by the Principal Representative, the Principal Representative shall make arrangement with the Architect/Engineer for the additional Bid Packages desired and shall directly compensate the Architect/Engineer for all fees and cost associated therewith. The Construction Manager shall reimburse the Principal Representative for all of the Architect/Engineer's fees and costs associated therewith.

- 1.1.4 The Construction Manager agrees to use best efforts, to cooperate fully with the Principal Representative in the construction aspects of the Work, and to keep within the Principal Representative's monetary, schedule and quality limitations, as stipulated within this Agreement.
- 1.1.5 The organization of the Specifications into division, section, and article, and the arrangement of Drawings shall not control the Construction Manager in dividing the Work among any level of subcontractors or in establishing the extent of the Work to be performed by any trade.
- 1.1.6 The Construction Manager understands the relationship of trust and confidence established between it and the Principal Representative and accepts those responsibilities as described in this Agreement. The Construction Manager covenants with the Principal Representative to furnish its best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Principal Representative. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Work in an expeditious and economical manner consistent with the interest of the Principal Representative.
- 1.1.7 The Construction Manager, the Principal Representative, and the Architect/Engineer, called the Construction Team, shall work during design through to construction completion. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.
- 1.1.8 The Architect/Engineer is a representative of the Principal Representative as provided in the Contract Documents and its Agreement is with the Principal Representative. In case of termination of employment or death of the Architect/Engineer, the Principal Representative shall appoint a capable and reputable Architect/Engineer against whom the Construction Manager makes no reasonable objection, whose status under the Agreement shall be the same as that of the former Architect/Engineer.
- 1.1.9 The Architect/Engineer shall not be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and except for the Architect/Engineer's specifically enumerated Contract Administration duties such as observation of the Work, shall not be responsible for the Construction Manager's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer shall not be responsible for or have control or charge over the acts or omissions of the subcontractors of any tier or any of their agents or employees, or any other persons performing any of the Work.
- 1.1.10 The Contract Documents shall not be deemed to create any contractual relationship between the Architect/Engineer and the Construction Manager or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Principal Representative, the Architect/Engineer or Construction Manager which does not otherwise exist without regard to the Contract Documents.
- 1.1.11 The initial Work of the Construction Manager shall consist of its services in connection with the Preconstruction Phase. The Preconstruction Phase of the CM/GC Services shall be parallel and coincidental with the Schematic Design, Design Development, and Construction Document Phases of the Architect/Engineer's Services. As the Bid Packages are prepared and prices are established for the work to be performed within each respective Bid Package, the parties contemplate that the work to be performed by the Construction Manager shall be adjusted by Amendment or Change Order to

this Agreement to place the work contained within the various Bid Packages within the work to be performed by the Construction Manager with corresponding adjustments made to the Contract Sum, Guaranteed Maximum Price and Contract Time.

1.2 CONTRACT DOCUMENTS

- 1.2.1 The Contract Documents as described in Article 1 of the General Conditions of the Construction Manager/General Contractor Agreement (SC-6.51) are essential parts of this Agreement and are fully incorporated herein.

ARTICLE 2. EXHIBITS TO THE AGREEMENT

The following Exhibits are, or will be, attached to this Agreement and are or shall become when approved and accepted, part of the Contract Documents.

- 2.1 **The General Conditions** of the Construction Manager/General Contractor Agreement (State Form SC-6.51) and Supplementary General Conditions, if applicable;
- 2.2 **The Drawings** released for Construction (Exhibit I.1);
- 2.3 **The Specifications** released for Construction (Exhibit I.1);
- 2.4 **Exhibit A**, Construction Manager's Designated Services and Method of Payment;
- 2.5 **Exhibit B**, Construction Manager Certification;
- 2.6 **Exhibit C**, Request for proposal (Dated _____);
- 2.7 **Exhibit D1**, Construction Manager's Fee Proposal (Dated _____);
- 2.8 **Exhibit D2**, Certification and Affidavit Regarding Unauthorized Immigrants (Required at Contract Signing Prior to Commencing Work);
- 2.9 **Exhibit D3**, Construction Manager's Certificates of Liability Insurance;
- 2.10 **Exhibit E**, *Not used*.
- 2.11 **Exhibit F**, List of Pre-Qualified Subcontractors (when approved by the Principal Representative and prior to bidding);
- 2.12 **Exhibit G**, Schematic Design Estimate Summary and Updated Summaries (when approved by the Principal Representative);

First Amendment (incorporating GMP) Exhibits based on Design Development Documents

- 2.13 **Exhibit H.1**, GMP Documents, Drawings and Specifications including Addenda and Modifications (when approved by the Principal Representative);
- 2.14 **Exhibit H.2**, Schedule of Bid Package Descriptions and Issuance Dates (as applicable);
- 2.15 **Exhibit H.3**, Schedule of Values (prepared at the time of the GMP Amendment);
- 2.16 **Exhibit H.4**, Allowance Schedule (prepared at the time of the GMP Amendment);
- 2.17 **Exhibit H.5**, Detailed Critical Path Method Construction Schedule (Prepared at the time of the GMP Amendment).

Second and Subsequent Amendments (incorporating Bid Packages) Exhibits

- 2.18 **Exhibit I.1**, Drawings and Specifications (when approved by the Principal Representative);

- 2.19 **Exhibit I.2**, All Modifications issued after execution of Amendment(s). A Modification to the Agreement includes (1) a written Amendment to this Agreement signed by both parties or (2) a Change Order signed by both parties;
- 2.20 **Exhibit I.3**, Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (SBP-6.18) for each Subcontractor to be applied to all change orders and amendments;
- 2.21 **Exhibit I.4**, Allowance Schedule (consistent with GMP Allowance Schedule);
- 2.22 **Exhibit I.5**, Performance Bond (Form SC-6.22);
- 2.23 **Exhibit I.6**, Labor and Material Payment Bond (Form SC-6.221);
- 2.24 **Exhibit I.7**, Property Insurance Certificates;
- 2.25 **Exhibit I.8**, Notice to Proceed to Commence Construction Phase (Form SC-7.26) (when issued);
- 2.26 **Exhibit I.9**, Detailed Critical Path Method Construction Schedules (when approved by the Principal Representative);
- 2.27 **Exhibit I.10**, Applicable Prevailing Wage Determinations (If applicable)
- 2.28 **Exhibit I.11**, Apprenticeship Utilization Certifications (SBP6.17) (If applicable)
- 2.29 **Exhibit J**, State Sales and Use Tax Forms;
- 2.30 **Exhibit K**, Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews, and Building Inspections;
- 2.31 **Exhibit L through Z**, Subsequent Amendments (SC-6.0B) and Change Orders (SC-6.31).

ARTICLE 3. CONSTRUCTION MANAGER'S SERVICES

The Construction Manager shall perform the following services under this Agreement in each of the phases described below:

PRE-CONSTRUCTION SERVICES

3.1 AVAILABLE FUNDS

- 3.1.1 The Design/Build Entity acknowledges that the Principal Representative is limited in the sum available to design and construct the Project. Should funding of a lesser amount be made available for the Project, it is the obligation of the Principal Representative to revise the Project Scope consistent with the ultimate appropriation.

3.2 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

- 3.2.1 The Construction Manager shall assist the Architect/Engineer in evaluating the Principal Representative's preliminary budget. Based on consultation with the Architect/Engineer and the Construction Manager, the Principal Representative shall furnish a Project Budget to the Construction Manager which shall set forth a dollar amount available for the total Construction Cost of the Project and include contingencies for bidding and construction.
- 3.2.2 The Fixed Limit of Construction Cost has been established by the Principal Representative, converting the applicable portion of the Project Budget into the Fixed Limit of Construction Cost, as set forth in the recital above.
- 3.2.3 The Fixed Limit of Construction Cost may be revised only by approved Amendments and Change Orders issued after execution of the Contract Documents.

3.3 CONSULTATION AND VALUE ENGINEERING

3.3.1 The Construction Manager shall provide consultation throughout the Preconstruction and Construction Phases including but not limited to the furnishing of Value Engineering Services to identify cost effective changes in the State's specifications that will result in reducing the Contract Price without impairing essential functions or characteristics. The objective of Value Engineering is to achieve optimum value for each construction dollar spent and keep the time of completion and cost of the Work within the time and fiscal constraints set forth throughout the Contract Documents. In cooperation with the Principal Representative, the Construction Manager shall:

- 3.3.1.1 Formulate and evaluate alternative designs, systems, materials, etc.;
- 3.3.1.2 Provide cost estimates of the alternatives to be evaluated. Cost estimates shall include industry standard operating and maintenance costs when appropriate to evaluate life-cycle costs of the alternatives. Cost estimates shall take into consideration all cost impacts related to alternatives including but not limited to construction costs. The Construction Manager shall, at a minimum, review the cost estimate at the completion of the Schematic Design, and Design Development Phases and include an analysis and commentary as to any discrepancies observed in the report referenced in paragraph 3.2.1.4 below;
- 3.3.1.3 Evaluate the alternatives on the basis of costs, time schedules, availability of labor and materials, construction feasibility, etc.;
- 3.3.1.4 With the assistance of the Architect/Engineer to prepare written reports at the end of the Schematic Design and Design Development Phases summarizing the Value Engineering activities accomplished and any recommendations developed within each phase;
- 3.3.1.5 If Estimates of Construction and/or bids received for the Work contained in any Bid Package cause the anticipated cost of the Work to exceed the then current Estimate of Construction Cost, the Fixed Limit of Construction Cost, the Guaranteed Maximum Price or Schedule of Values, the Construction Manager shall, at no additional cost to the Principal Representative unless caused by an increase in the Construction Manager 's Work requested by the Principal Representative, provide additional Value Engineering services in conjunction with any and all appropriate items in the Estimate of Construction, the Fixed Limit of Construction Cost, the Guaranteed Maximum Price, and/or the Schedule of Values for the Work; and
- 3.3.1.6 Lead a formal Value Engineering workshop as requested by the Principal Representative, at the end of the Schematic Design, Design Development and Construction Documents Phases review and estimating tasks, bringing multidiscipline cost/construction experts to evaluate alternative designs, systems and materials.

3.3.2 The Principal Representative shall participate in the formulation and evaluation of alternatives in the Value Engineering activity, and shall approve Value Engineering alternatives accepted in each design phase.

3.4 CONSTRUCTION COSTS

3.4.1 It is the desire of the Principal Representative to incorporate as many alternate bid items into the Project as reasonable, to maximize the scope for the Fixed Limit of Construction Cost. All parties recognize that although the availability of costs to perform the Work depend, in part, upon favorable market conditions. With thorough

and careful planning, cost estimating and cooperation, funds may become available for the alternates through the procurement process at less than the Construction Manager's estimated cost therefore. Together with savings through the unexpended portion of the bidding contingency, the Principal Representative may authorize alternates and/or additional scope, all within the Fixed Limit of Construction Cost.

3.4.2 To accomplish the inclusion of alternates and/or increases, the project contingency shall be as follows and included in the GMP:

3.4.2.1 The bidding contingency for all Bid Packages together with the construction of the Work shall be equal to two point five percent (2.5%) of the total Guaranteed Maximum Price, all within the Fixed Limit of Construction Cost.

3.4.2.2 The construction contingency for the Work shall be equal to three percent (3%) of the total Guaranteed Maximum Price, all within the Fixed Limit of Construction Cost.

The bidding contingency shall be allocated between the presently anticipated _____ () Bid Packages, equally proportionate to the value associated with each Bid Package. The Construction Manager shall notify, in writing, the Principal Representative of the allocation of the bidding contingency for each Bid Package.

3.4.3 At the conclusion and award of the Bid Packages, all differences between the Construction Manager's estimated cost of the Work contained within the Bid Packages, exclusive of contingency, versus the actual cost thereof as determined by bidding and award (buyouts) shall be promptly calculated and totaled. If the total of all of the buyouts exceed the Construction Manager estimated cost therefore, the bidding contingency identified in paragraph 3.4.2.1 shall be applied by the Construction Manager, after prior written notice to the Principal Representative, to cover any overrun per Bid Package.

3.4.4 After all of the Bid Packages have been bought out, any and all savings achieved through the buyouts of the Bid Packages together with all unexpended sums remaining in the bidding contingencies shall forthwith accrue to the Principal Representative to be applied by the Principal Representative, in its sole and absolute discretion, to the inclusion of desired alternates into the Work or to otherwise increase the scope of Work to be performed by the Construction Manager, and/or to reduce the Guaranteed Maximum Price.

3.4.5 The construction contingency shall only be used to cover costs for labor, materials, equipment and similar costs for items or Work to be furnished during the construction phase of the Project. It is not the intent of this Agreement to use the construction contingency for costs incurred during the Pre-Construction phase or bidding phase or for costs to correct any errors, omissions, mistakes or rejected Work caused by subcontractors. The construction contingency may be used to cover the Construction Manager's costs (i) arising from estimating cost overruns in the costs of **Exhibit H.4** Allowance Schedule; (ii) unexpected additional trade coordination costs incurred for Work directly performed by the Construction Manager that could not have been reasonably contemplated; (iii) items required and reasonably inferable from the Contract Documents, or items included within the Contract Documents but missed within the subcontractor buy-out which the Construction Manager can show were not specifically called out within the estimate or bid documents of the Construction Manager or any subcontractor ; (iv) losses or damages to property related to the Work not covered by insurance provided by the Construction Manager, but not including any insurance deductible(s); (v) arising from expediting or acceleration of the Project schedule where such cost is not a

basis for an increase in the GMP under Article 6; (vi) Bid Package buyout overrun costs for additional Bid Packages that were not part of anticipated Construction Phases defined in 1.1.4, but only if bidding procedures contemplated hereunder were followed and the bidding contingency has been exhausted; or (vii) other costs incurred not reasonably to have been expected that are approved by the Principal Representative in the Principal Representative's sole discretion, so long as those costs are not recovered under any insurance policy provided pursuant to this Agreement and so long as the total costs under this Agreement do not exceed the Guaranteed Maximum Price. No expenditure from the construction contingency for any matters or Work activities shall be made without the prior written approval of the Principal Representative, which approval, with the exception of item (vii) above, shall not be unreasonably withheld. Expenditures from the construction contingency shall be made only by Change Order.

Construction contingency shall include all costs associated with a stated scope including, if applicable Direct Work, Insurance, Bonds, Fee, and General Conditions (if appropriate).

3.4.6 When preparing any estimates of Construction and in development of the Schedule of Values, such documents shall include, without duplication:

- 3.4.6.1 All labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work;
- 3.4.6.2 Any allowance designated by the Principal Representative;
- 3.4.6.3 Any Principal Representative furnished equipment which has been designed, specified, selected or specifically provided for by the Architect/Engineer;
- 3.4.6.4 The Construction Manager's fee and the cost of work provided by the Construction Manager;
- 3.4.6.5 All bonds, insurance premiums and applicable taxes;
- 3.4.6.6 Contingencies for bidding, price escalation, and construction;
- 3.4.6.7 Plumbing and electrical building permits from appropriate entities and any other building permits as directed by the Principal Representative; and
- 3.4.6.8 Administrative expenses directly related to the Work.

(Refer to the General Conditions of Construction Manager/General Contractor Agreement (SC-6.51) Article 12.B schedules)

3.4.7 Estimates of Construction Cost shall not include the compensation of the Architect/Engineer and, the Architect/Engineer mechanical, electrical, plumbing, structural, civil, and any other consultants and subconsultants required in the Request For Proposal or any other sums due the Architect/Engineer and its consultants, and shall not include the costs of land, right of way, financing or other costs, which are the responsibility of the Principal Representative

3.4.8 The Construction Manager, in preparing its Estimates of Construction cost and providing the Guaranteed Maximum Price, shall consult with the Architect/Engineer to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Work, and to include in the Contract Documents

alternate items, as approved by the Principal Representative in writing, for bid so as to permit the adjustment of the Estimate of Construction Cost.

- 3.4.9 The Construction Manager shall prepare an Estimate of Construction as soon as major Project requirements have been identified and update it periodically. For the Schematic Design Phases, the Construction Manager shall prepare a quantity take-off cost estimate based on building systems, assemblies, components, etc., and update periodically. During the Design Development Phase, the Construction Manager shall prepare a final cost estimate in preparation for a Guaranteed Maximum Price and update periodically. All Estimates of Construction shall include separate defined allowances for bidding and Construction price escalation. During the Construction Documents Phase, the Construction Manager shall continually monitor the cost estimates and develop a cost estimate to help assure that the cost of the Work remains within the applicable portion of the Project Budget, Fixed Limit of Construction Cost and Guaranteed Maximum Price.
- 3.4.10 Estimates shall be prepared and shall be based on quantitative takeoffs whenever possible and shall be supported in sufficient depth and organization to be used in preparing budgets based on Construction Specifications Institute (CSI) Division, funding sources, sub-trades, combinations of sub-trades, building systems, Bid Packages or combinations thereof. The specific cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates shall be mutually resolved between the Construction Manager and the Architect/Engineer prior to development of the first cost estimate to assure that estimates developed by all parties can be compared and reconciled. Lump sum estimates are not acceptable.
- 3.4.11 During the preparations of cost estimates, the Construction Manager shall notify the Principal Representative if it appears that the Estimate of Construction will exceed the applicable portion of the Project Budget or Fixed Limit of Construction Cost as may be applicable, satisfactorily demonstrate the accuracy of its estimate in such detail as shall be reasonably required by the Principal Representative, and make reasonable recommendations for corrective action consistent with the Project Budget or Fixed Limit of Construction Cost, as may be applicable. The Construction Manager shall submit Estimates of Construction Cost to the Principal Representative for review and acceptance at each design milestone and other times as required by the Principal Representative to analyze various building systems and components. Concurrently, the Construction Manager shall provide copies to the Architect/Engineer for review and verification.
- 3.4.12 The Principal Representative shall reasonably cooperate with the Construction Manager to keep the Work within the applicable portions of the Project Budget or Fixed Limit of Construction Cost, as may be applicable, including but not limited to the giving of appropriate and reasonable consideration to all reasonable recommendations of the Construction Manager, approving redesign, only for Principal Representative directed scope changes, deductive alternatives or reductions in Work, requesting additional Value Engineering, making modifications to the Contract Documents or exercising such other rights or remedies as may be available elsewhere under this Agreement including termination for convenience. However, the Principal Representative shall be under no duty to reduce the Work to accommodate for any projected costs over or beyond the Guaranteed Maximum Price that is the responsibility of the Construction Manager or allow access to the construction contingency to cover costs to correct errors, omissions, mistakes, rejected Work or warranty Work.

- 3.4.13 Architect/Engineer/Construction Manager Cooperation: The Architect/Engineer, by the terms of its agreement with the Principal Representative, is obligated to provide reasonable cooperation to the Construction Manager in the development of Estimates of Construction Cost and the Guaranteed Maximum Price. Conversely, the Construction Manager, by the terms of this Agreement is obligated to provide reasonable cooperation to the Architect/Engineer in the development of Statements of Probable Construction Cost and the Guaranteed Maximum Price. Additionally, both Architect/Engineer and Construction Manager are obligated to reconcile their respective cost estimates at the completion of each design phase of the Work including the Guaranteed Maximum Price in a timely manner so as not to negatively impact the Project Schedule.

3.5 OTHER PRE-CONSTRUCTION SERVICES

- 3.5.1 The Construction Manager shall perform those items designated as Required Services as set forth in the Designated Services and Method of Payment schedule designated as **Exhibit A**. In addition, and not in limitation, the Construction Manager shall also perform the other Pre-Construction Services designated in this Article 3 together with such other services as are normally and customarily provided by a Construction Manager.
- 3.5.2 Meeting Attendance: The Construction Manager shall attend all regular meetings with the Principal Representative and such additional meetings as the Principal Representative may request. All regular meetings shall be scheduled by the Architect/Engineer with the Construction Manager and approval of the Principal Representative. All additional meetings shall be requested by the Principal Representative.
- 3.5.3 Copies for Review: The Principal Representative through the Architect/Engineer and consistent with the Principal Representative's contract with the Architect/Engineer, shall furnish the Construction Manager a sufficient quantity of documents required for the Preconstruction Services.
- 3.5.4 The Construction Manager shall make recommendations to the Principal Representative and the Architect/Engineer regarding the Division of Work in the Drawings and Specifications to facilitate the bidding and awarding of subcontracts, allowing for phased construction and funding, if applicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, etc.
- 3.5.5 The Construction Manager shall review Drawings and Specifications with the Architect/Engineer to (1) eliminate areas of conflict, overlapping trade jurisdictions, and overlapping in the Work to be performed by the various subcontractors, (2) endeavor to confirm that all Work has been included, and (3) allow for phased construction as applicable.
- 3.5.6 The Construction Manager shall participate in Project Design Review Sessions at the close of the Schematic Design Phase, the Design Development Phase, and as Construction Documents are finalized for each Bid Package. The Project design review sessions shall be attended by the Architect/Engineer and representatives of the Principal Representative. The purposes of the Project design review sessions are to (1) assure consistency with the design intent; (2) ensure complete, coordinated, constructible and cost-effective designs for all disciplines (e.g. architectural, structural, mechanical); (3) assure that the design documents are code compliant as per **Exhibit K** Approved Building Codes Plan Reviews and Building Inspections; (4) endeavor to confirm that all Work has been

included and described in sufficient detail to assure complete pricing of Work; and (5) allow for phased construction. The Architect/Engineer shall collect all design review comments from the various participants, provide reports to the Principal Representative, and ensure that with the issuance of each progress set of design documents all comments have either been incorporated or resolved to the satisfaction of the Principal Representative.

- 3.5.7 The Construction Manager recognizes that the Principal Representative is a Governmental Body with certain procedural requirements to be satisfied. The Construction Manager has and shall make reasonable allowance in its performance of the Work for such additional time as may be required for approvals and decisions by the Principal Representative, in addition to the times specifically provided in paragraph 5.1.11.
- 3.5.8 In the Review Process of the final Design Development Documents and Construction Documents for each Bid Package, the Construction Manager expressly agrees to the following review times by the Principal Representative:
 - 3.5.8.1 A period of fourteen (14) days for the review of the Design Development Documents; and
 - 3.5.8.2 A period of fourteen (14) days prior to completion of the Construction Documents together with an additional seven (7) days after receipt of all bid documents for each Bid Package, commencing with the date of receipt by the Principal Representative of all documents and any other items which are required to be furnished to the Principal Representative by the terms of the Principal Representative's contract with the Architect/Engineer.
- 3.5.9 As part of the Schematic Design review and estimating tasks, the Construction Manager shall develop a preliminary detailed Critical Path Method (CPM) Project Schedule as described in Article 12 of the General Conditions of the Design/Build Guaranteed Maximum Price Agreement (SC-9.1), that is coordinated with the milestone dates specified in **Exhibit H.2**, the Date of Completion specified in paragraph 5.2.1, the scope of Work described within the Contract Documents, and the Work described within the Schematic Design Documents. The Construction Manager shall utilize the Project Management Software as described in paragraph 3.6.4 to develop and manage the schedule.
- 3.5.10 Principal Representative Purchasing: The Construction Manager shall investigate and recommend materials and equipment that could be purchased by the Principal Representative; consider long lead time procurement and mass purchasing power in making such recommendations; recommend a schedule for such purchases after coordination with the schedule for preparation of Contract Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates.
- 3.5.11 The Construction Manager shall prepare necessary bidding information, bidding forms, and pre-qualification criteria for bidders; develop subcontractor interest in the Project; establish bidding schedules; advertise for bids; and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques and with any special systems, materials, or methods. As soon as the Construction Manager becomes aware prior to any bid date that less than three (3) pre-qualified subcontractors plan to bid any portion of any Bid Package or that anticipated bids from previously approved or pre-qualified subcontractors listed on **Exhibit F**, are likely to exceed the then current Schedule of Values or Estimate of Construction Cost, the Construction Manager shall promptly so notify the Principal

Representative and Principal Representative shall be entitled to treat the situation as an unforeseeable circumstance pursuant to paragraph 3.5.9.1.

- 3.5.12 The Construction Manager shall receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify the Principal Representative concerning which bids shall be accepted. The Principal Representative shall be notified in advance of the time and place of all bid openings and may elect to attend such openings with their representatives. Should the Construction Manager submit a proposal for subcontract Work (Work not included in the Construction Manager's Construction Phase Fee and/or General Conditions) herein referred to as "Self Perform Work", the proposal conditions shall be the same as for all subcontractor proposals. These Construction Manager proposals for subcontract Work shall be submitted to the Principal Representative twenty-four (24) hours prior to receipt of other subcontractor proposals and all opened with the other proposals. A proposal to accept other than a low bid shall be justified in writing by the Construction Manager and subject to prior written approval by the Principal Representative.
- 3.5.13 The Construction Manager shall provide the requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary project facilities and for equipment, materials and services for common use of subcontractors and verify that all are included in the Contract Documents.
- 3.5.14 The Construction Manager shall provide not later than the first of each month, unless requested otherwise by the Principal Representative, a monthly report utilizing the Project Management Software described in paragraph 3.6.4 documenting the current status of the project's schedule, costs, requests for information, submittals, manpower, safety, and other pertinent information. The report shall include a narrative discussion of the progress achieved, activities anticipated for the next month, and issues that are affecting the rate of progress. Progress photographs should be attached/included. This monthly report shall be provided in Construction Phases of the project. The schedule status shall include the following minimum items:
- a. Cost report showing activity dollar value, dollar value of Work in place to-date and dollar value for current period.
 - b. Cost report showing activity dollar value, dollar value of Work in place to-date, and dollar value for current period summarizing to schedule of values.
 - c. Resource report showing man-day allocations by specific trade on each activity.
 - d. Variance report comparing current dates to target dates.
 - e. Cash flow report showing monthly projections of expenditures.
- A narrative schedule report shall document:
- a. Description of the actual Work accomplished during the reporting period.
 - b. Description of any problem areas.
 - c. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
 - d. A list of proposed modifications, additions, deletions, and changes in logic to the approved schedule.

CONSTRUCTION PHASE SERVICES

3.6 CONTROL OF THE WORK

- 3.6.1 The Construction Manager shall supervise and direct the Work of its subcontractors and shall coordinate the Work with the activities and responsibilities of the Principal Representative to complete the Project in accordance with the Principal Representative's objectives of cost, time and quality and subject to the terms and conditions of the General Conditions of the Construction Manager General / Contractor Agreement (SC-6.51).
- 3.6.2 The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team.
- 3.6.3 The Construction Manager shall schedule and conduct weekly progress meetings at which the Principal Representative, Construction Manager, Architect/Engineer, and Architect/Engineer's Consultants, can discuss jointly such matters as procedures, progress, schedule, costs, quality control and problems. The Construction Manager shall record and distribute minutes of all construction meetings within 48 hours of the meeting.
- 3.6.4 A contract-control/project-management software (hereafter "Project Management Software") approved by the Principal Representative, shall be used as a primary tool for project control, communication and documentation control by all the project participants, to include the Principal Representative, the Construction Manager and the Architect/Engineer. The Construction Manager shall utilize the Project Management Software to implement a cost forecasting, monitoring, control and reporting system for the Project. The Project Management Software shall be maintained throughout the project, both during the pre-construction and construction phases. Cost analyses shall be based upon data analyses as developed/described within Section 3.3 and shall include analyses of all trades and Project components making a significant contribution for total Project costs. The Project Management Software shall provide for development of a Project cost model, monitoring the design process and periodic reviews of the cost estimates/forecasts to identify variances from the cost model. Additionally, the Project Management Software shall identify variances between actual and budgeted costs and the Fixed Limit of Construction Cost and the Contract Sum.

The Construction Manager shall use the Project Management Software for the major contract administration processes to include, but not limited to:

- 3.6.4.1 Submittals:
 - a. Construction Manager shall create a Submittal log and Submittal schedule.
 - b. Submittals shall be directly submitted to the Architect/Engineer and Principal Representative and directly returned from the Architect/Engineer.
- 3.6.4.2 Requests for Information:
 - a. Construction Manager shall submit requests for information using the Project Management Software.
 - b. Architect/Engineer shall answer requests for information via the Project Management Software. Requests for Information responses that have cost impact will have corresponding Change Order Bulletin (Form SC-6.311) issued by the Architect/ Engineer.
- 3.6.4.3 Change Management: Entire change management process including Notices, and Change Orders shall be managed using the Project Management Software and utilizing Contract Amendment (Form SC-6.0), Change Order (Form SC-

6.31), Change Order Bulletin (Form SC-6.311), Change Order Proposal (Form SC-6.312) and Change Order Log.

- 3.6.4.4 Pay Applications: Construction Manager shall be responsible for creating and distributing pay application in the Project Management Software using an earned-value calculation through the CPM Schedule & utilizing Application and Certificate for Contractor's Payment (SBP-7.2).
- 3.6.4.5 Meeting Minutes: Construction Manager shall be responsible for creating and distributing construction-meeting minutes in the Project Management Software.
- 3.6.4.6 Reports: Construction Manager shall be responsible to prepare and distribute reports in the Project Management Software.
- 3.6.4.7 Insurance Certificate: Construction Manager shall responsible for storing all the insurance related information of subcontractors in the Project Management Software.
- 3.6.4.8 Punchlist: Construction Manager shall be responsible to update the Substantial Completion Punchlist status using the Project Management Software.
- 3.6.4.9 Construction Schedule: Critical Path Method as described in Article 12 of the General Conditions of the Construction Manager / General Contractor Agreement (SC-6.51).
- 3.6.4.10 All project correspondence with Principal Representative shall be in the Project Management Software.

- 3.6.5 The Construction Manager shall propose and implement an approved procedure for coordinating and tracking all required Code Compliance Building Inspections as indicated on the Building Inspection Record (BIR) as provided by the State Buildings Program approved Code Review Agent at the appropriate Construction Phase(s) as described in the attached **Exhibit K**.

3.7 SCHEDULE AND COORDINATION

- 3.7.1 The Construction Manager shall begin the construction Work upon receiving the Notice to Proceed to Commence Construction Phase (SBP-7.26), in accordance with Article 5.1. The Construction Manager shall schedule and coordinate the Work of all of its subcontractors on the Project including their use of the site. The Construction Manager shall keep the subcontractors informed of the Project construction schedule to enable the subcontractors to plan and perform the Work properly. The Construction Manager shall carry the Work forward expeditiously with adequate forces and shall achieve Completion of the Work prior to the Contract Completion Date specified in Article 5.2, as adjusted by Change Orders and Amendments.

3.7.2 Schedule Management

- 3.7.2.1 Schedule Modifications: If, as a result of the monthly schedule update the Project Schedule no longer represents the actual / logical progression of the Work or the Construction Manager's plan for prosecution and progress of the Work, the Principal Representative shall require the Construction Manager to submit a revision to the Project Schedule. Such revisions to the Schedule shall not alter any of the Project Milestone dates.
- 3.7.2.2 Schedule Impacts, Schedule Delays, Time Extensions: During the course of the Project, it may be appropriate to revise the Schedule to incorporate impacts or delay issues into the Project Schedule. If the Construction Manager determines it has encountered schedule impacts that may warrant a time extension, the

Construction Manager shall present an Impacted Schedule in accordance with the Contract General Conditions, to the Principal Representative supporting its claim.

- 3.7.2.3 Recovery Schedule: In the event progress falls behind schedule dates, the Construction Manager shall prepare a recovery schedule indicating its revised plan to assure the timely completion of the Work. The recovery schedule shall be subject to the Principal Representative's approval.

3.8 AMENDMENTS AND CHANGE ORDERS

- 3.8.1 The Construction Manager shall assist in developing and implementing a system for the preparation, processing and tracking of Amendments and Change Orders using the Project Management Software as described in paragraph 3.6.4 and recommend necessary or desirable changes to the Principal Representative. Fully executed and approved Change Orders shall constitute obligations of the Principal Representative to pay as part of the Contract Sum the amounts identified by such modifications so long as such amounts do not exceed the Guaranteed Maximum Price, however, only those portions of the Contract Sum that are incorporated by Amendment shall be immediately payable. Change Orders, other than Change Orders allocating contingency amounts already incorporated by an Amendment which modify the Guaranteed Maximum Price, shall be payable only after having been incorporated into the Contract by Amendment. The Construction Manager shall provide the Principal Representative with Amendments from time to time aggregating and incorporating Change Orders that do not allocate contingency amounts already incorporated by an Amendment in order to expedite payment of approved Change Order work when performed and payable.

3.9 PRINCIPAL REPRESENTATIVE CONSULTANTS

- 3.9.1 If required, the Construction Manager shall assist the Principal Representative in selecting and retaining the professional services including but not limited to a surveyor, geotechnical, testing and inspection and other special consultants, and coordinate these services, without assuming any responsibility or liability of or for these consultants.

3.10 START UP

- 3.10.1 The Construction Manager, with the Principal Representative's maintenance staff and/or consultant, shall direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing/commissioning as required in the Scope Narrative with the subcontractors of all tiers.
- 3.10.2 Prior to the Date of Completion of the Work or earlier date for phased occupation of the Work as requested by the Principal Representative, the Construction Manager shall schedule and conduct with the Principal Representative and the Architect/Engineer a complete review, commissioning, demonstration, start-up and operational testing of all equipment and mechanical and electrical systems installed by the Construction Manager or its subcontractors on the Project, and shall also review the operation and maintenance of such systems with the Principal Representative's maintenance personnel.
- 3.10.3 Subsequent to this review, the Construction Manager, with reasonable promptness and at no cost to the Principal Representative shall make all adjustments or corrections required by the Principal Representative or the Architect/Engineer and shall balance all systems in order to make all equipment and systems perform as required by the Contract Documents and to reflect the actual use and occupancy of the Project. If

necessary or requested by the Architect/Engineer or Principal Representative, the Construction Manager shall require the subcontractor, supplier of material supplier to make adjustments, corrections or balancing required by this process, at no additional cost to the Principal Representative.

ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION

4.1 COMMENCEMENT

- 4.1.1 The Contract Time shall commence on the Effective Date of this Agreement but no Work shall be performed prior to the delivery of all bonds, and insurance certificates and the Certification and Affidavit Regarding Unauthorized Immigrants as required to be furnished by the Construction Manager as described on the Notice of Award.
- 4.1.2 The Construction Phase shall commence on the date the first Bid Package is added to this Agreement by Amendment unless there is an Early Release Bid Package as approved by the Owner in accordance with Article 1.1.4 of this Agreement.
- 4.1.3 The commencement of the Construction Phase is expressly conditioned upon and shall not commence until:
 - 4.1.1.1 The Guaranteed Maximum Price and Schedule of Values shall have been timely submitted (or such timeliness shall have been waived in writing by the Principal Representative and the director of State Buildings Program) and shall have been approved and accepted by the Principal Representative;
 - 4.1.1.2 The date for Completion of the Work has been approved and accepted by the Principal Representative;
 - 4.1.1.3 All required Performance and Labor and Material Payment Bonds and insurance certificates have been approved and accepted by State Buildings Program; and
 - 4.1.1.4 **Exhibit I.8**, Notice To Proceed to Commence Construction Phase (SBP-7.26) has been issued by the Principal Representative and made a part of the Contract Documents.

If any of the preceding material conditions to be performed by the Construction Manager have not been fully satisfied by reason of any act or omission on the part of the Construction Manager through no fault of the Principal Representative, the Principal Representative shall give the Construction Manager written notice of any and all such deficiencies and allow ten (10) days from the date of such notice to correct and cure such deficiency or deficiencies, and in the event the deficiency or deficiencies are not fully corrected and cured within the ten (10) day period, the Principal Representative may declare the Construction Manager to be in default of this Agreement.

4.2 COMPLETION

- 4.2.1 The Construction Manager agrees to Substantially Complete the Project within [XX] calendar days from the date of the Notice to Proceed to Commence Construction Phase (SBP-7.26), in addition, the Construction Manager agrees to finally complete the Project from Substantial Completion to Final Acceptance within [XX] calendar days for a total time of completion of the entire Project of [XX] calendar days.

The Construction Manager shall perform the Work with due diligence to completion.

ARTICLE 5. COMPENSATION

5.1 CONSTRUCTION MANAGER'S FEE

- 5.1.1 Subject to the provisions of this Agreement and of the General Conditions of the Design/Build Guaranteed Maximum Price Agreement (SC-9.1), and in consideration of the performance of this Agreement, the Principal Representative shall pay the Construction Manager in current funds as compensation for its services as listed below:

[Below is a MS Excel spreadsheet. Double click to activate and complete]

Construction Manager's Fee

| | | |
|------------------------------|----|---|
| 1 Pre-Construction Phase Fee | \$ | |
| 2 Construction Phase Fee | \$ | |
| 3 Total Fee (1+2) | \$ | 0 |

General Conditions

| | | |
|---|----|---|
| 4 Direct Personal Expenses of On-Site CM/GC Staff (Not to Exceed) | \$ | |
| 5 Other Reimbursable General Conditions (Not to Exceed per paragraph 9.1.3) | \$ | |
| 6 Total General Conditions (including Direct Personnel Expenses of Staff) (4+5) | \$ | 0 |
| Total Fee and General Conditions (3+6) | \$ | 0 |

- 5.1.2 The Construction Manager's Fee shall include all job indirect costs, and General Conditions costs as defined in **Exhibit A**, Construction Manager Designated Services and Method of Payment, home office overhead, and profit, included but not limited to the following:

- 5.1.2.1 Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices;
- 5.1.2.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office;
- 5.1.2.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager 's capital employed for the Project;
- 5.1.2.4 Overhead or general expenses of any kind;
- 5.1.2.5 Salaries of the Construction Manager's employees engaged on the road in expediting the production or transportation of materials and equipment;
- 5.1.2.6 Cost of all employee benefits and taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the Construction Manager and included in the fee under paragraphs 6.1.2.1 through 6.1.2.5;
- 5.1.2.7 All transportation, traveling, moving, and hotel expenses of the Construction Manager or its officers or employees incurred in discharge of duties connected with the Work;

- 5.1.2.8 Costs, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workmen, which are employed or consumed in the performance of the Work;
- 5.1.2.9 Cost of the premium for all insurance which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager;
- 5.1.2.10 Minor expenses such as facsimile messages, telegrams, long distance telephone call telephone service at the site, express mail, and similar petty cash items in connection with the Work;
- 5.1.2.11 All other items set forth in **Exhibit A**, Construction Manager Designated Services and Method of Payment that are specifically designated as Pre-Construction Services Fee, Construction Services Fee or General Conditions. All Items listed in the columns designated Direct Cost of Work shall be included in the separate Bid Packages.
- 5.1.2.12 Except as expressly provided to the contrary elsewhere in this Agreement, approved costs in excess of the Guaranteed Maximum Price.
- 5.1.3 General conditions items, as set forth in paragraph 6.1.2, shall generally include the cost of Construction Phase on-site construction management staff and those temporary facilities, services and equipment to support the Work of construction subcontractors. General conditions items are more fully identified in **Exhibit A**, Designated Services and Methods of Payment, and shall be reimbursed at cost, without mark-up, based upon pre-approved not-to-exceed budgets. General conditions (exclusive of the Construction Manager's staff) provided directly by the Construction Manager must be at market competitive rates. Each monthly request for progress payment shall be justified with reasonable support for expenses to include:
 - 5.1.3.1 Invoice or receipt for any vendors or suppliers for material, rented equipment, etc.
 - 5.1.3.2 Labor/timesheet reports (by task number) for direct labor, provide bare labor rate and itemized breakdown of labor burden prior to initial billing.
 - 5.1.3.3 Owned equipment shall be compensated per pre-negotiated rates established in accordance with the Colorado Procurement or applicable procurement code for institutions of higher education. In no case shall cumulative/total cost of owned equipment exceed the value of the equipment minus salvage value. The Principal Representative shall approve all rental rates and salvage values in writing prior to initial billing.
 - 5.1.3.4 Labor, material and equipment cost may be audited by the Principal Representative.
- 5.2 **ADJUSTMENTS IN FEE**
 - 5.2.1 Adjustments in the Construction Phase Fee shall be made as follows: If, after the total Guaranteed Maximum Price is accepted, in writing, by the Principal Representative, the Principal Representative directs additions to or other changes made in the Work, the Construction Manager's fee shall be adjusted as follows:
 - 5.2.1.1 If the changes in the aggregate increase the total Guaranteed Maximum Price the Construction Manager's fee for any and all other changes in the Work shall be calculated at the rate of FOUR percent (4%) (plus appropriate General Condition costs) of the estimated cost of such work and shall be agreed upon between the Construction Manager and the Principal Representative as a fixed fee for the effect

of the change (or changes), prior to starting the changed Work. The adjustments stated above shall only be deemed valid after the Principal Representative accepts the adjustments in writing and, are the only adjustments to the fee that shall be granted for changes authorized to the GMP. Adjustments to these fees beyond these values shall not be granted. However, General Condition costs directly attributable to time extensions may be charged in accordance with the provisions of the General Conditions.

5.2.2 The Construction Manager shall also be paid an additional fee at the rate as set forth in paragraph 6.2.1.2 if the Construction Manager is placed in charge of the reconstruction of any insured loss.

5.2.3 If there is a material reduction in the scope of Work greater than fifteen percent (15%) of the Fixed Limit of 5 Construction Cost, the Construction Manager's Fees shall be reduced proportionally after the fifteen percent (15%).

5.3 PAYMENT OF FEE

5.3.1 Preconstruction Services Fee: For the performance of the Preconstruction Services ending with the execution of the first amendment establishing and accepting the Guaranteed Maximum Price of the Work, the fee therefore as set forth in paragraphs 5.1.1 shall be paid monthly and as described in the General Conditions with the total payment not to exceed the fee for such services as set forth in paragraph 5.1.1.

5.3.2 Construction Services Fee: For the Performance of the Construction Services after the execution of the first amendment establishing and accepting the Guaranteed Maximum Price of the Work and with the addition of the second Amendment incorporating the first Bid Package and subsequent Amendments incorporating subsequent Bid Packages, the fee therefore as set forth in paragraphs 5.1.1 shall be paid monthly as described in the General Conditions with the total payment not to exceed the fee for such services as set forth in paragraph 5.1.1. and the portion of the fee to be paid shall be equivalent to the ratio of the dollar value of each Bid Package to the Guaranteed Maximum Price including the premiums for the Performance and Labor and Materials Payment Bonds with coverage up to the value of the Contract Sum.

5.4 GUARANTEED MAXIMUM PRICE

5.4.1 At the conclusion of the Design Development Phase, the Construction Manager shall deliver to the Principal Representative, a Guaranteed Maximum Price proposal which shall agree to perform all of the Work even though all of the Construction Documents have not all been finalized and released for construction, and guarantee the maximum price to the Principal Representative for the entire cost of the Work, as adjusted by deductive alternates required to maintain the Guaranteed Maximum Price below the Fixed Limit of Construction Cost which have been previously approved by the Principal Representative pursuant to paragraph 3.1.1.

5.4.2 The Guaranteed Maximum Price shall include all of the Construction Manager's obligations to be performed pursuant to the terms of the Contract Documents and may include, but not be limited to, the total of the following:

5.4.2.1 The total of all prices already received for all items bid before the establishment of the Guaranteed Maximum Price;

5.4.2.2 The Construction Manager's estimate of the cost of all other Work to be performed but not yet bid, excluding the approved deductive alternates unless said Work can be incorporated into the Contract Documents by application of the contingency per

- the provisions of paragraphs 3.3.1 through 3.3.5, with the consent of the Construction Manager which consent shall not be unreasonably withheld;
- 5.4.2.3 The installation cost of items to be procured by the Principal Representative and assigned to the Construction Manager for installation, as defined in the Contract Documents;
 - 5.4.2.4 The estimated maximum cost of all Work to be performed by the Construction Manager;
 - 5.4.2.5 Construction Manager's Fee as provided under this Agreement;
 - 5.4.2.6 The cost of all Performance and Labor and Material Payment Bonds furnished by the Construction Manager pursuant to the Contract General Conditions, Article 16;
 - 5.4.2.7 The premiums for insurance to protect the Project pursuant to the Contract General Conditions, Article 25; and
 - 5.4.2.8 Authorized adjustments as set forth elsewhere in this Agreement, to include but may not be limited to: taxes; fees for licenses, and royalties; special conditions, commissioning, start-up services, and warranty support; and contingencies.
- 5.4.3 The Guaranteed Maximum Price proposal as set forth in paragraph 5.3.1 shall:
- 5.4.3.1 Set forth a stated not to exceed dollar amount;
 - 5.4.3.2 Set forth the Schedule of Values therefore which shall be consistent with previously approved Schedules of Values, as adjusted as required pursuant to Design Development cost estimating;
 - 5.4.3.3 Contain no conditions or exceptions;
 - 5.4.3.4 Not exceed the Fixed Limit of Construction Cost;
 - 5.4.3.5 Contain no allowances except for those set forth in **Exhibit H.4**, Allowance Schedule of which all allowances are to be a not-to-exceed dollar amount; and
 - 5.4.3.6 Be substantiated with complete supporting documentation acceptable to the Principal Representative, to clearly define the anticipated Work to be performed by the Construction Manager and facilitate a determination thereafter when final drawings and specifications are released for construction, as to whether there has been an increase in the Work required of the Construction Manager in the documents released for construction from the Design Development documents on which the Guaranteed Maximum Price was based. If at any time thereafter, any Claim is asserted by the Construction Manager for an increase to the Contract Sum or Guaranteed Maximum Price and/or extension of the Contract Time because of an alleged increase in the Work to be performed by the Construction Manager as contained in the drawings or specifications released for construction, the Design/ Build Entity shall be required to satisfactorily demonstrate the increase in the Work; otherwise the Construction Manager shall be entitled to no increase in the Contract Sum, Guaranteed Maximum Price or extension of the Contract Time.
- 5.4.4 If, through no fault on the part of the Construction Manager, and after receiving reasonable cooperation by the Principal Representative, the Construction Manager submits a Guaranteed Maximum Price proposal contrary to the provisions of paragraph 6.3.2 and 6.3.3, the proposal may be rejected by the Principal Representative; the Principal Representative shall be under no obligation to award subsequent Bid Packages; the Principal Representative may declare the Construction Manager to be in default; and payment may be withheld from the Construction Manager, excepting the

Construction Manager's reasonable costs incurred, up and until a Guaranteed Maximum Price is furnished in accordance with the foregoing.

- 5.4.5 If, in developing a Guaranteed Maximum Price, the Construction Manager believes any documentation or information, consistent with the Design Development level of documentation, is not sufficiently complete to clearly define the anticipated Work, the Construction Manager shall be responsible for making all necessary inquiries and requests to establish the same.
- 5.4.6 When the Guaranteed Maximum Price is agreed upon and accepted by the Principal Representative, it shall be made a part of the Contract Documents by Amendment, shall supersede updated summaries, and all documents relating to Schedules of Values and Estimates of Construction; and shall be subject to modification for Changes in the Work as provided in the General Conditions Article 35. If the Construction Manager, in good faith, furnishes the Principal Representative with a Guaranteed Maximum Price proposal which meets the criteria of paragraphs 6.3.1, 6.3.2, and 6.3.3 and the parties fail to mutually agree to that number as set forth above, the parties expressly agree that default termination of the Construction Manager shall not be a remedy therefore under this Agreement, and, the Principal Representative shall be entitled to proceed with the Project and Work as set forth elsewhere in this Agreement.
- 5.4.7 When the Construction Manager provides a Guaranteed Maximum Price, the trade contracts for the Work shall either be with the Construction Manager or shall contain the necessary provisions to allow the Construction Manager to control the performance of the Work. The Principal Representative shall also authorize the Construction Manager to take all steps necessary in the name of the Principal Representative to assure that any separate contractors, having separate contracts with the Principal Representative for the Project, perform their contracts in accordance with their terms.

5.5 CONTRACT SUM

- 5.5.1 Subject to the provisions of Article 3, Article 5 and Contract General Conditions Article 50, the Contract Sum shall equal the total of:

- 5.5.1.1 The Construction Costs as set forth in 3.4.6 and 3.4.7.

- 5.5.1.2 Authorized adjustments as set forth elsewhere in this Agreement;

and shall be the total amount payable by the Principal Representative to the Construction Manager for the performance of all Work under the Contract Documents.

5.6 CONDITION PRECEDENT

- 5.6.1 Financial obligations of the Principal Representative payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.
- 5.6.2 At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Construction Manager only for performance of the Work through and including _____. Therefore, it shall be a Condition Precedent to the Construction Manager's performance of the remaining Work specified in _____ and the State's liability to pay for such performance, sufficient funding must be made available to the Principal Representative for the Project prior to _____ and, as a further Condition Precedent, a written Amendment to this Agreement is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the Project. If either Condition Precedent is not satisfied by _____, the Construction Manager's obligation to perform Work for _____ and the State obligation to pay for such Work is discharged

without liability to each other. If funding is eventually made available after _____, the Construction Manager has no right to perform the Work under _____ of this Agreement and the State has no right to require the Construction Manager to perform said Work.

ARTICLE 6. OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article alter the preceding Articles or enlarge upon them as indicated (The General Conditions of the Design/Build Guaranteed Maximum Price (GMP) Agreement SC-9.1):

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

[To select any of these provisions: The boxes below are "fields." Place cursor in front of the square, right-click, select "Properties," change Default Value to "Checked"]

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

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

☐ _____ Principal Representative initial

6.2 MODIFICATION OF ARTICLE 46. GUARANTEE INSPECTIONS AFTER COMPLETION

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

☐ _____ Principal Representative initial

6.3 MODIFICATION 1 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

6.4 MODIFICATION 2 OF ARTICLE 27. LABOR AND WAGES

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

☐ _____ Principal Representative initial

6.5 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

6.6 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 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 party's right to damages only to the extent noted.

1. For the inability to use the Project, for each day after the number of calendar days specified in the Construction Manager's proposal 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 Construction Manager agrees that an amount equal to _____ (\$) shall be assessed against Construction Manager from amounts due and payable to the Construction Manager under the Contract, or the Construction Manager and the Construction Manager'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.
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 Construction Manager's proposal 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 Construction Manager agrees that an amount equal to _____ (\$) shall be assessed against Construction Manager from amounts due and payable to the Construction Manager under the Contract, or the Construction Manager and the Construction Manager'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 7. 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:

[Name and address]

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

[Name and address]

Notice to Construction Manager:

[Name and address]

With copies to:

File

[Name and address]

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*Persons signing for Construction Manager hereby swear and affirm that they are authorized to act on Construction Manager'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 CONSTRUCTION MANAGER:

Legal Name of Contracting Entity

*Signature

By: _____
Name (print) Title

Date: _____

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

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

Date: _____

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

By: _____
(Insert Name of Authorized Individual here)

Date: _____

APPROVED
DEPARTMENT OF LAW
Attorney General (or authorized Delegate)

By: _____
(Insert Name of Authorized Individual here)

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. Construction Manager is not authorized to begin performance until such time. If Construction Manager begins performing prior thereto, the State of Colorado is not obligated to pay Construction Manager 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 of Authorized Individual here)

Date: _____

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

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT A

DESIGNATED SERVICES AND METHOD OF PAYMENT
(Attached)

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

| CONSTRUCTION MANAGEMENT SERVICES | REQUIRED OF CONSTRUCTION MANAGER | | | | REQUIRED OF ARCH | REQUIRED OF OWNER |
|---|----------------------------------|----------------------|---------------|---------------------------|------------------|-------------------|
| PHASE: REPRODUCTION/PRINTING AND DATA PROCESSING | PRE- CONST SVCS FEE | CONST SVCS FEE | GEN CONDS. | DIRECT COST OF WORK | | |
| COST STUDY DOCUMENTS | | | | | X | |
| SYSTEMS STUDY DOCUMENTS | | | | | X | |
| BID PACKAGE SETS (SEE PARAGRAPH 3.5.9) | X | | | | | |
| BIDDING INSTRUCTIONS | X | | | | | |
| CONSTRUCTION DOCUMENTS ORIGINAL | | | | | X | |
| POSTAGE AND EXPRESS COSTS (CM/GC ISSUES PLANS) | | | X | | | |
| AS-BUILT SUB-DOCUMENTS | | | | X | | |
| AS-BUILT DOCUMENTS | | | X | | | |
| ACCOUNTING FORMS | | X | | | | |
| FIELD REPORTING FORMS | | | X | | | |
| SUBCONTRACT AGREEMENT FORMS | X | | | | | |
| SCHEDULE REPORT FORMS | | | X | | | |
| ESTIMATING FORMS | X | | | | | |
| COST REPORTING FORMS | X | | | | | |
| VALUE ANALYSIS STUDIES PRINTING | X | | | | | |
| DATA PROCESSING (MAIN OFFICE) | | X | | | | |
| REFERENCE MATERIALS | | | X | | | |
| SHOP DRAWING PRINTING | | | | X | | |
| ON-SITE FAX AND COPIER | | | X | | | |
| DATA PROCESSING (ON-SITE) | | | X | | | |
| MAINTENANCE MANUALS (FROM SUBS) AND OPERATIONS MANUALS (FROM SUBS) | | | | X | | |

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

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

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

Designated Services and Method of Payment

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

Responsibility:

x = Total

1 = Primary

2 = Secondary

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

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT B

CONSTRUCTION MANAGER'S CERTIFICATION

I hereby certify:

- a. That I am the _____ and duly authorized representative of the firm of: _____;
and
- b. That the wage rates and other factual unit costs supporting the compensation to be paid by the State for these professional services and other services are accurate, complete, and current; and
- c. That I understand the original contract price and any additions shall be adjusted to exclude any significant sums by which the State determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs; and
- d. That all such contract adjustments shall be made within one year following the end of this contract.

CONSTRUCTION MANAGER

Signature

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT C

REQUEST FOR PROPOSAL
(attached)

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

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT D

CONSTRUCTION MANAGER'S FEE PROPOSAL

- D.1 Construction Manager's Fee Proposal
- D.2 Certificate and Affidavit Regarding Unauthorized Immigrants
- D.3 Construction Manager's Certificate of Liability Insurance

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT E

(Not Used)

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT F

LIST OF PRE-QUALIFIED SUBCONTRACTORS
(when approved by the Principal Representative and prior to bidding)

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT G

SCHEMATIC DESIGN ESTIMATE SUMMARY AND UPDATED SUMMARIES
(when approved by the Principal Representative)

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT H

FIRST AMENDMENT (INCORPORATING GMP) EXHIBITS

- H.1 Guaranteed Maximum Price Documents, Drawings, and Specifications including Addenda and Modifications (when approved by the Principal Representative)

- H.2 Schedule of Bid Package Descriptions and Issuance Dates

- H.2 Schedule of Values

- H.4 Allowance Schedule

- H.5 Critical Path Method (CPM) Construction Schedule

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT I

SECOND AND SUBSEQUENT AMENDMENT (INCORPORATING BID PACKAGES) EXHIBITS

- I.1 Contract Document Drawings and Specifications (when approved by the Principal Representative)
- I.2 All Addenda and Modifications
- I.3 Schedule of Values (consistent with GMP Schedule of Values), include Labor Overhead (direct labor burdens) for each Subcontractor to be applied to all change orders and amendments;
- I.4 Allowance Schedule (consistent with GMP Allowance Schedule)
- I.5 Performance Bond
- I.6 Labor and Material Payment Bond
- I.7 Property Insurance Certificate
- I.8 Notice to Proceed to Commence Construction Phase (Form SC 7.26)
- I.9 Detailed Construction Schedules (when approved by the Principal Representative).
- I.10 Applicable Prevailing Wage Determinations (If applicable)
- I.11 Apprenticeship Utilization Certifications (SBP6.17) (If applicable)

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT J

SALES AND USE TAX FORMS
(attach when executed)

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) AGREEMENT
(STATE FORM SC-6.5)

EXHIBIT K

**BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING
CODES, PLAN REVIEW AND BUILDING INSPECTIONS**

As found on the Office of the State Architect website. Revision date _____

Appendix C

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



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Arapahoe Community College

Project No./Name: 2020-078M19 Replace HVAC Primary Equipment, Main Building

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.

Or

B. SOLE PROPRIETOR 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

Appendix D

DIRECT LABOR BURDEN (SBP-6.18)

Direct Labor Burden Calcu



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

DIRECT LABOR BURDEN CALCULATION

Institution/Agency: Arapahoe Community College

Project No./Name: 2020-078M19 Replace HVAC Primary Equipment, Main Building

This form is required to be submitted for review prior to execution of a construction agreement.

List items below by the percentage of what makes up the total labor burden; Items include benefits that a contractor pays to employees on their payroll. Examples include taxes, pension cost, health and dental insurance etc. The Labor Burden amount must be agreed to by both the contractor and Principal Representative and will be included in the contract as part of Exhibit A and will be used in the calculation of any future Change Order Proposals (SC-6.312) Line 2.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc. Please provide one (1) Labor Burden Calculation Sheet per contractor and for each sub-contractor. These labor burdens shall be used in the calculation of any future Change Order Proposals (SC-6.312) Line 10.

State reserves the right to require back-up confirmation of all information included in this calculation.

| | Percent of Salary Paid | |
|---------------------|------------------------|--------------------|
| Payroll Taxes | | |
| Pension Costs | | |
| Health Insurance | | |
| Dental Insurance | | |
| Life Insurance | | |
| Other (Specify) | | Description: _____ |
| Other (Specify) | | Description: _____ |
| | | |
| Total Labor Burden: | 0% | |
| | | |