REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES
CONSTRUCTION OBSERVATION AND MATERIALS TESTING
CONSULTANT SERVICES

For The
University of Colorado Colorado Springs
Facilities Planning, Design and Construction

For
Spine Road

Project Number: 19-003
REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES

TABLE OF CONTENTS

ADVERTISEMENTS

I. INTRODUCTION

A. Project Description
B. Minimum Requirements
C. Project Delivery
D. Selection Process
   1. Architect/Engineer/Consultant Submittals
E. Schedule

II. SUBMITTAL REQUIREMENTS

A. Project Team
B. Firm Capabilities
C. Prior Experience
D. Project Approach
E. Work Location

APPENDICES

Appendix A: Preliminary Selection/Evaluation Form
Appendix A1: Interview Selection/Evaluation Form
Appendix A2: Final Ranking Matrix
Appendix B: Architect/Engineer/Consultant Contract (Standard or CM/GC Format)
Appendix C: Certification and Affidavit Regarding Unauthorized Immigrants
Appendix D: Acknowledgment and Attestation Form
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES
REQUEST FOR QUALIFICATIONS
COMMISIONING AUTHORITY SERVICES

I. INTRODUCTION

A. PROJECT DESCRIPTION

UCCS intends to construct approximately 3,150 lineal feet of roadway located between Stanton Road and Eagle Rock Road. This project will provide the connectivity between Central Campus and West Campus that is missing.

The Spine Road is being constructed as a joint project between the University of Colorado Colorado Springs (“UCCS”) and the City of Colorado Springs (“City”).

The 100% Construction Drawings and Specifications can be downloaded at below link:

https://www.uccs.edu/facsrvs/projects-out-for-rfqrfp

Wilson & Co. is the Engineer of Record for the project and the construction is pending award to MelRo Construction.

SCOPE OF WORK FOR CONSTRUCTION OBSERVATION AND MATERIALS TESTING CONSULTANT SERVICES:

CONSTRUCTION MATERIALS OBSERVATION AND SPECIAL INSPECTIONS

Construction materials observation and special inspections shall be conducted per City of Colorado Springs Construction Standards and Specifications.

The Materials and Observation services to be provided under this contract include:
- Geotechnical testing and observation of fill materials associated with site grading;
- Testing of fresh, site-cast concrete (curb and gutter, crosspans and drainage structures);
- Observation of reinforcement steel for cast-in-place concrete structures;
- Base course material compaction;
- Asphalt paving;
- Retaining wall compaction and backfill;
- Light pole caissons – reinforcing and concrete;
- Utility trench compaction;

Inspection General Notes:
- Inspections will take place during normal construction business hours – 6:30am to 500pm; this will need to be a ‘normal’ billable rate, in lieu of charging overtime. If inspections take place before or after these hours, then we will negotiate rates.
- Refer to 100% CD’s, Project Specific Specifications, UCCS Construction Standards and City of Colorado Springs Construction Standards and Specifications for testing frequencies and other requirements.
B. MINIMUM REQUIREMENTS

Notice is hereby given to all interested parties that all firms will be required to meet minimum requirements to be considered for this project. To be considered as qualified, interested firms shall, as a minimum:

- Have a licensed Engineer in the State of Colorado.
- Demonstrate specific design and construction experience in institutional project types of similar scale and complexity.

C. PROJECT DELIVERY

This project will be delivered per State Design, Bid, Build Contract. Construction observation and materials testing services will be delivered directly to Owner using State of Colorado Consultant Agreement contract (SC-5.3).

A sample copy of the Consultant Agreement (SC-5.3) is posted at: https://www.colorado.gov/pacific/osa/formscont

D. SELECTION PROCESS

The selection of an architect/engineer/consultant will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will not involve a pre-submittal conference or oral interview:

1. Architect/Engineer/Consultant’s Submittals:
   Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, an electronic submittal must be provided. Submittals must be received at: sreed@uccs.edu

   **Please limit RFQ submittals to 20 pages**

   **Deadline for receipt is: 3/25/2019 @ 2:00pm MST**

   Late submittals will be rejected without consideration. The University of Colorado Colorado Springs and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

E. SCHEDULE

Following is a detailed schedule of events for the RFQ process and an outline of the schedule for the balance of the project.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement</td>
<td>3/11/2019</td>
</tr>
<tr>
<td>Date Fax/Email Questions Due</td>
<td>3/19/2019 @ 2pm</td>
</tr>
<tr>
<td>Date Answers Due to all Firms</td>
<td>3/20/2019</td>
</tr>
<tr>
<td>RFQ Submittal Due</td>
<td>3/25/2019 @ 2pm</td>
</tr>
<tr>
<td>Submittal Screening</td>
<td>3/26/19 – 3/29/2019</td>
</tr>
<tr>
<td>Negotiation of Award</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>Contract Approval (projected)</td>
<td>Week of 4/1/2019</td>
</tr>
<tr>
<td>Anticipated Design Start</td>
<td>Immediately</td>
</tr>
</tbody>
</table>

(if prior approval received from SBP)
II SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. (Note that the primary focus of the prequalification evaluation will be the firm(s) capability.) Following are elements that will be used to evaluate each firm's qualifications:

A. PROJECT TEAM

Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

- Qualifications and relevant individual experience.
- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment of key staff.
- Qualifications and relevant subconsultant experience.

B. FIRM/TEAM CAPABILITIES

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., subconsultants’ role delineated)?
- Current and projected work load.

Note: Organization charts and graphs depicting your capacity may be included.

C. PRIOR EXPERIENCE

Use this portion of your submittal to describe relevant experiences with the project type described in this RFQ document and various services to be provided.

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.
- References.

Note: Include the name and current telephone number of the owner's project manager for every project listed.

D. EPROJECT APPROACH

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Budget Methodology/Cost Control.
  - Establish and maintain estimates of probable cost within owner's established budget.
  - Control consultant contract costs
- Coordinate value engineering activities
  - Quality Control Methodology.
    - Insure State procedures are followed
    - Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
    - Insure the project is designed for durability and maintainability
  - Schedule.
    - Manage the required work to meet the established schedule

**E. WORK LOCATION**

Describe where the prime and subconsultants will do the key work elements of this project.

- Proximity of firms office as it may affect coordination with the State's project manager and the potential project location.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.
Appendix A

STATE BUILDINGS PROGRAMS
PRELIMINARY SELECTION/EVALUATION FORM
ARCHITECT/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the first step, i.e. short listing, of an architectural/engineering/consulting services selection process.)

Evaluator #:____________________________________ Date:_________________________
Name of Firm:________________________________________________________________
Name of Project:________________________________________________________________

RFQ REFERENCE
MINIMUM REQUIREMENTS Y ____ N ___
If the minimum requirements have not been met, specify the reason(s):
_________________________________________________________________________________
_________________________________________________________________________________

Acknowledgment and Attestation included: Y ____ N ____

SCORE (PROJECT SPECIFIC QUALIFICATIONS): Weight^2 x Rating^3 = Score

1. PROJECT TEAM

- Qualifications and relevant individual experience. _____ x _____ = ___
- Unique knowledge of key team members relating to the project. _____ x _____ = ___
- Experience on projects as a team. _____ x _____ = ___
- Key staff involvement in project management and on-site presence. _____ x _____ = ___
- Time commitment of key staff. _____ x _____ = ___
- Qualifications and relevant subconsultant experience. _____ x _____ = ___

2. FIRM CAPABILITIES

- Are the lines of authority and coordination clearly identified. _____ x _____ = ___
- Are essential management functions identified? _____ x _____ = ___
- Are the functions effectively integrated (e.g., subconsultants’ roles delineated?) _____ x _____ = ___
- Current and projected work load. _____ x _____ = ___

3. PRIOR EXPERIENCE

- Experience of the key staff and firm with projects of similar scope and complexity. _____ x _____ = ___
- Demonstrated success on past projects of similar scope and complexity. _____ x _____ = ___
- References. _____ x _____ = ___
4. PROJECT APPROACH

- Budget methodology/cost control. \[\text{____} \times \text{____} = \text{____}\]
- Quality control methodology. \[\text{____} \times \text{____} = \text{____}\]
- Schedule maintenance methodology. \[\text{____} \times \text{____} = \text{____}\]

5. WORK LOCATION

- Proximity of firm’s office as it may affect coordination with the state’s project manager and the potential project location. \[\text{____} \times \text{____} = \text{____}\]
- Firm’s familiarity with the project area. \[\text{____} \times \text{____} = \text{____}\]
- Knowledge of the local labor and material markets. \[\text{____} \times \text{____} = \text{____}\]

TOTAL SCORE: \[\text{_______}\]

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 firm’s 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 PROGRAMS**  
**ORAL INTERVIEW SELECTION/EVALUATION FORM**  
**ARCHITECTURAL/ENGINEERING/CONSULTANT SERVICES**

QUALIFICATION BASED SELECTION (This form is to be used in the second step, i.e. oral interview, of an architectural/engineering/consulting services selection process.)

Evaluator #: __________________________ Date: __________________________  
Name of Firm: __________________________________________________________  
Name of Project: __________________________________________________________

### SCORE (OVERALL QUALIFICATIONS):

\[
\text{Score} = \text{Weight}^2 \times \text{Rating}^3
\]

1. **PROJECT TEAM**
   
   \[
   \text{Score} = \text{Weight} \times \text{Rating} = __________
   \]

2. **TEAM CAPABILITIES**
   
   \[
   \text{Score} = \text{Weight} \times \text{Rating} = __________
   \]

3. **PRIOR EXPERIENCE**
   
   \[
   \text{Score} = \text{Weight} \times \text{Rating} = __________
   \]

4. **PROJECT APPROACH**
   
   \[
   \text{Score} = \text{Weight} \times \text{Rating} = __________
   \]

5. **WORK LOCATION**
   
   \[
   \text{Score} = \text{Weight} \times \text{Rating} = __________
   \]

TOTAL SCORE: __________

### 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 firm’s 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.
STATE BUILDINGS PROGRAMS
FINAL RANKING MATRIX

QUALIFICATION BASED SELECTION
(This form is to be used separately to rank and determine the most qualified architectural/engineering/consulting services firm for both the preliminary and interview evaluations.)

<table>
<thead>
<tr>
<th>FIRM</th>
<th>QUALIFICATIONS SCORE¹</th>
<th>CUMULATIVE² TOTAL SCORE</th>
<th>RANK³</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EVAL #1</td>
<td>EVAL #2</td>
<td>EVAL #3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1. Insert total score from each evaluator’s PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORMS. DO NOT combine scores of the two evaluations.
2. Add all evaluators’ total scores to determine the cumulative score. NOTE: Each firm's cumulative total score should be as a percentage of the total points available.
3. Rank all firms with the highest scoring firm being the most qualified.
Appendix B

ARCHITECT/ENGINEER/CONSULTANT CONTRACT
(STANDARD FORMAT)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

DEPARTMENT ID:       N/A

CONTRACT ID #:       N/A

PROJECT #:           19-003

PROJECT NAME:        Spine Road – Materials Testing and Inspections

VENDOR NAME:         


SC-5.3
Rev. 1/2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 1. SCOPE OF WORK</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2. COMPENSATION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3. REIMBURSABLE EXPENSE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4. AGREEMENT EXPIRATION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 5. TERMINATION OF AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>5.1 DEFAULT</td>
<td>2</td>
</tr>
<tr>
<td>5.2 TERMINATION FOR CONVENIENCE OF STATE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 6. CONSULTANT’S ACCOUNTING RECORDS</td>
<td>2</td>
</tr>
<tr>
<td>7.1 GENERAL</td>
<td>3</td>
</tr>
<tr>
<td>7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)</td>
<td>3</td>
</tr>
<tr>
<td>7.3 AUTOMOBILE LIABILITY INSURANCE</td>
<td>3</td>
</tr>
<tr>
<td>7.4 WORKERS COMPENSATION INSURANCE</td>
<td>3</td>
</tr>
<tr>
<td>7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 7. INSURANCE – Reference Exhibit E</td>
<td>3</td>
</tr>
<tr>
<td>8.1 CONTROLLER’S APPROVAL</td>
<td>4</td>
</tr>
<tr>
<td>8.2 FUND AVAILABILITY</td>
<td>4</td>
</tr>
<tr>
<td>8.3 GOVERNMENTAL IMMUNITY</td>
<td>4</td>
</tr>
<tr>
<td>8.4 INDEPENDENT CONTRACTOR</td>
<td>5</td>
</tr>
<tr>
<td>8.5 COMPLIANCE WITH LAW</td>
<td>5</td>
</tr>
<tr>
<td>8.6 CHOICE OF LAW, JURISDICTION, AND VENUE</td>
<td>5</td>
</tr>
<tr>
<td>8.7 PROHIBITED TERMS</td>
<td>5</td>
</tr>
<tr>
<td>8.8 SOFTWARE PIRACY PROHIBITION</td>
<td>5</td>
</tr>
<tr>
<td>8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST</td>
<td>5</td>
</tr>
<tr>
<td>8.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS</td>
<td>6</td>
</tr>
<tr>
<td>8.11 PUBLIC CONTRACTS FOR SERVICES</td>
<td>6</td>
</tr>
<tr>
<td>8.12 PUBLIC CONTRACTS WITH NATURAL PERSONS</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 8. SPECIAL PROVISIONS</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 9. MISCELLANEOUS PROVISIONS</td>
<td>7</td>
</tr>
<tr>
<td>9.1 SUCCESSORS AND ASSIGNS</td>
<td>7</td>
</tr>
<tr>
<td>9.2 WAGE RATES</td>
<td>7</td>
</tr>
<tr>
<td>9.3 CONTINGENT FEE PROHIBITION</td>
<td>7</td>
</tr>
<tr>
<td>9.4 EXTENT OF AGREEMENT</td>
<td>7</td>
</tr>
<tr>
<td>9.5 CONSTRUCTION OF LANGUAGE</td>
<td>7</td>
</tr>
<tr>
<td>9.6 SEVERABILITY</td>
<td>7</td>
</tr>
<tr>
<td>9.7 SECTION HEADINGS</td>
<td>8</td>
</tr>
<tr>
<td>9.8 NO THIRD PARTY BENEFICIARIES</td>
<td>8</td>
</tr>
<tr>
<td>9.9 WAIVER</td>
<td>8</td>
</tr>
<tr>
<td>9.10 INDEMNIFICATION</td>
<td>8</td>
</tr>
<tr>
<td>9.11 STATEWIDE CONTRACT MANAGEMENT SYSTEM</td>
<td>8</td>
</tr>
<tr>
<td>9.12 BINDING EFFECT</td>
<td>8</td>
</tr>
</tbody>
</table>
9.13 COUNTERPARTS............................................................................................................ 8
9.14 MODIFICATION.................................................................................................................. 8
9.15 SURVIVAL OF CERTAIN CONTRACT TERMS................................................................. 9
9.16 TAXES.................................................................................................................................. 9
9.17 CORA DISCLOSURE........................................................................................................... 9

SIGNATURE APPROVALS........................................................................................................ 10

EXHIBITS:

A. Consultant Proposal (including Consultant's Services Schedule and Insurance
   Certificates)
B. Wage Rates Schedule
C. Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI - 1), (required
   at contract signing prior to commencing work)
D. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews
   and Building Inspections (required only when Article 7.5 Professional Errors and Omissions
   Liability applies to the professional services being provided)
E. University Insurance Requirements - B
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

Department ID:  N/A  Contract ID #:  N/A  Project #:  19-003

1. PARTIES.  THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate, acting by and through the UNIVERSITY OF COLORADO COLORADO SPRINGS, hereinafter referred to as the Principal Representative, and (vendor name) having its offices at (vendor address), hereinafter referred to as the Consultant.

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

RECITALS

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 XX, Account Number XXXXXXXX; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Principal Representative intends to procure material testing, observation and inspections for the construction of Spine Road hereinafter called the Project; and

WHEREAS, the Consultant was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of Section C.R.S. § 24-30-1401, as amended.

WHEREAS, this is a phase one waived contract, waiver number 174 Consultant Agreement for Capital Construction Form (SC-5.3).

NOW THEREFORE, it is hereby agreed that

ARTICLE 1.  SCOPE OF WORK

The Consultant, in consideration of State’s promises hereinafter made, promises to perform and accomplish all the work and services proposed, and in accordance with the terms and conditions set forth in the scope of work description and proposal dated March 11, 2019, which documents are attached hereto and made a part hereof by reference as Exhibit A, (including the Consultant’s Services Schedule). Consultant shall undertake and perform the necessary work and services (as detailed in the Consultant’s Services Schedule outlining the required time to perform such work and services and including Principal Representative review times) as is customarily done in the professional practice of Consulting in the community for undertakings of similar character, scope and magnitude.
ARTICLE 2. COMPENSATION

In consideration for the performance of the said work and services including a lump sum price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed \$XX (\$XX). Payments to the Consultant shall be made monthly based upon Consultant's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.

ARTICLE 3. REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to the compensation for said work and services and include actual expenditures made by the consultant and its employees and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The consultant understands and agrees that a certain dollar amount as enumerated in EXHIBIT A, Consultant’s Proposal has been established as a maximum amount to be paid for all reimbursable expenses. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of State/Federal per diem rates as published in the travel section of the State Controller’s Fiscal Rules, Meal and Incidental Per Diem Rates, Appendix A1.

ARTICLE 4. AGREEMENT EXPIRATION

Unless sooner terminated, this Agreement shall remain in effect until the work and services are completed and accepted by the Principal Representative.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 DEFAULT
This Agreement may be terminated by either party upon seven (7) days written notice with copies filed with and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other.

5.2 TERMINATION FOR CONVENIENCE OF STATE
The performance of the services under this Agreement may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of the State. Termination of services hereunder shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination, the Consultant shall exercise all reasonable diligence to accomplish the cancellation of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any services terminated by the Notice.

ARTICLE 6. CONSULTANT’S ACCOUNTING RECORDS

Records of the Consultant’s Direct Personnel, Consultant, and reimbursable Expense pertaining to this Agreement and records of accounts between the Principal Representative and Consultant shall be kept on a generally recognized accounting basis and shall be available to the Principal
ARTICLE 7. INSURANCE – Reference Exhibit E

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

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

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

The following coverages shall be included in the CGL:

1. Additional Insured status in favor of the State of Colorado.
2. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
3. A waiver of Subrogation in favor of all Additional Insured parties.

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

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

Coverages:
Specific waiver of subrogation

7.4 WORKERS COMPENSATION INSURANCE
The Consultant shall procure and maintain Workers’ Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.
The Consultant shall also require each Subcontractor to furnish Workers’ Compensation Insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, the Consultant accepts full liability and responsibility for Subcontractor’s employees.

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

7.5——PROFESSIONAL ERRORS AND OMISSIONS LIABILITY
(If this contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, than the following Professional Errors and Omissions Liability Insurance coverage applies)

The Consultant promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Principal Representative and approved by the State Buildings Program. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Consultant shall be responsible for all claims, damages, losses or expenses, including attorney’s fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Consultant, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/Engineer. The Consultant shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

<table>
<thead>
<tr>
<th>For a Fixed Limit of Construction Cost</th>
<th>Minimum Coverage per Claim</th>
<th>Minimum Coverage in the Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$999,999 and under</td>
<td>$250,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>$1,000,000 to $4,999,999</td>
<td>$500,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>$5,000,000 to $19,999,999</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>$20,000,000 and Above</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

ARTICLE 8. SPECIAL PROVISIONS

8.1 CONTROLLER’S APPROVAL. C.R.S. § 24-30-202 (1)
This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

8.2 FUND AVAILABILITY. C.R.S. § 24-30-202(5.5)
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8.3 GOVERNMENTAL IMMUNITY
Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
8.4 INDEPENDENT CONTRACTOR
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

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

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

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

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

8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. § 24-18201 and C.R.S. § 24-50-507
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.
8.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS. C.R.S. § 24-30-202 (1) and C.R.S. § 24-30-202.4
[Not Applicable to intergovernmental agreements] The State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

8.11 PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101
[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

8.12 PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101
Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.
ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 SUCCESSORS AND ASSIGNs
Except as otherwise provided for herein, Consultant rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Consultant or the State are subject to all of the provisions hereof. Consultant shall be solely responsible for all aspects of subcontracting arrangements and performance.

9.2 WAGE RATES, in accordance with C.R.S. § 24-30-1404 (1)
As amended, the Consultant has executed a schedule, which is attached hereto and made a part hereof by reference as Exhibit B, Wage Rates Schedule, and by doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Principal Representative determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

9.3 CONTINGENT FEE PROHIBITION, in accordance with C.R.S. § 24-30-1404 (4)
As amended, the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

9.4 EXTENT OF AGREEMENT
This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

Principal Representative and Consultant understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

9.5 CONSTRUCTION OF LANGUAGE
The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party.

9.6 SEVERABILITY
Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
9.7 SECTION HEADINGS
The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

9.8 NO THIRD PARTY BENEFICIARIES
Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

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

9.10 INDEMNIFICATION
To the extent authorized by law, the Consultant shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney’s fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Consultant, its employees, agents, sub-consultants or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other Consultants or assignees, or other parties not under the control of or responsible to the Consultant.

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

9.12 BINDING EFFECT
Except as otherwise provided in 9.1, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and assigns.

9.13 COUNTERPARTS
This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

9.14 MODIFICATION
By the Parties, except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with the Office of the State Architect.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.
9.15  SURVIVAL OF CERTAIN CONTRACT TERMS
Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued
performance, compliance, or effect after termination hereof, shall survive such termination and
shall be enforceable by the State if Consultant fails to perform or comply as required.

9.16  TAXES
The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and
from all State and local government sales and use taxes under C.R.S. § 39-26-101 and 201 et
seq. Such exemptions apply when materials are purchased or services are rendered to benefit
the State; provided however, that certain political subdivisions may require payment of sales or
use taxes even though the product or service is provided to the State. Consultant shall be solely
liable for paying such taxes as the State is prohibited from paying or reimbursing Consultant for
such taxes.

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

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Consultant hereby swear and affirm that they are authorized to act on Consultant’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

Project Name/Number: 19-003 / Spine Road – Material Testing, Observation and Inspections
Contract ID No.: 

THE CONSULTANT

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

By: Kent Marsh, P.E., Principal Representative

Date: ___________________________

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

By: Carolyn Fox, RA, Delegee

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. Consultant is not authorized to begin performance until such time. If Consultant begins performing prior thereto, the State of Colorado is not obligated to pay Consultant 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: Carolyn Rupp, Delegee

Date: ___________________________
CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT A

CONSULTANT PROPOSAL
(including Consultant Services Schedule and Insurance Certificate)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONSULTANT AGREEMENT
(STATE FORM SC-5.3)

EXHIBIT B

WAGE RATES SCHEDULE
CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (State Form UI - 1), (required at contract signing prior to commencing work)
STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Regents of the University of Colorado, a body corporate, acting by and through the University of Colorado Colorado Springs
Project No./Name: 19-003 / Spine Road - Material Testing, Observation and Inspections

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

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the “E-Verify Program”, jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

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

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

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

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

CERTIFIED and AGREED to this ______ day of _____________, 20____.

VENDOR:

________________________
Vendor Full Legal Name

________________________
Signature of Authorized Representative

________________________
Title

State Form UI-1 Page 1 of 1
Issued 7/2008
BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING CODES, PLAN REVIEWS AND BUILDING INSPECTIONS (as applicable)
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM
POLICIES AND PROCEDURES

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

Updates from 2018
INTRODUCTION

A. Intent
B. Statutory Responsibilities/Executive Order

SECTION I. BUILDING CODES

C. Approved Building Codes
   See Exhibit A – Approved Building Codes
D. Requests To Change The Application Of Certain Provisions Of The Code
   1. Alternative Methods
   2. Modifications
   3. Appeals
   4. Amendments
   5. Code Deficiencies in Existing Buildings

SECTION II. CODE COMPLIANCE PLAN REVIEWS

A. Code Compliance Plan Reviews
   See Exhibit B – Plan Review Procedures
B. Notice to Proceed (Construction Permit)

SECTION III. BUILDING INSPECTIONS

A. Building Inspection Record
B. Building Inspection Authorization
C. Inspection Report
D. Building Occupancy/Documentation

SECTION IV. COORDINATION WITH OTHER STATE AGENCIES

A. Department of Regulatory Agencies/State Plumbing and Electrical Boards
B. Department of Labor and Employment/State Boiler Inspector
C. Department of Labor and Employment/Conveyance Administrator
D. Local Fire Jurisdictions and Department of Public Safety/Division of Fire Prevention and Control
E. Department of Public Health and Environment/Division of Consumer Protection
F. Department of Local Affairs/Division of Housing
G. Department of Public Health and Environment/Division of Air Pollution Control

SECTION V. COMPLIANCE

A. Agency Action Plan for Building Code Compliance
B. Building Code Compliance Documentation Submittal
Exhibits (By Reference)

A – Approved Building Codes
B – Plan Review Procedures
C – Plan Review Authorization (SBP-017)
D – Building Inspection Record (SBP-BIR)
E – Building Inspection Authorization (SBP-018)
F – Inspection Report (SBP-019)
G – Notice to Proceed (SBP-6.26) or (SBP-7.26)
H – Not used
I – Notice of Approval of Occupancy/Use (SBP-01)
J – Not used
K – Agency Action Plan for Code Compliance (Exhibit K)
L – Code Compliance Documentation Submittal (Exhibit L-1)
M – Request for Modification

References

1. Colorado Revised State Statutes:
   9-4-101-118, Article 4    Boiler Inspection, Department of Labor and Employment
   9-5-101-106, Article 5    Department of Personnel
   12-23-100.2-120, Article 23 Electricians, Department of Regulatory Agencies
   25-4-1601, Part 16    Food Service Establishments, Department of Public Health and Environment
   12-58-101-117, Article 58    Plumbers, Department of Regulatory Agencies
   24-30-1301-1307, Part 13    State Buildings, Department of Personnel
   24-30-1401-1408, Part 14    Negotiations of Consultant’s Contracts, Department of Personnel
   24-32-3301-3327, Part 33    Division of Housing, Department of Local Affairs
   24-33.5-1201-1210, Part 12    Division of Fire Prevention and Control, Department of Public Safety
   9-1-101-106, Article 1    Construction Requirements
   9-1.3-101-105, Article 1.5    Low Flow Plumbing Fixtures
   9-5.5-101-120, Article 5.5    Elevator and Escalator Certification, Department of Labor and Employment
   24-82-901-902, Part 9    Outdoor Lighting Fixtures
   25-7-501-512, Part 5    Division of Air Pollution Control, Department of Public Health and Environment

2. Executive Order #D0011 95
INTRODUCTION

A. Intent

It is the intent of this policy to coordinate the efforts of state personnel responsible for managing construction projects, in order to ensure compliance with approved building codes and standards, by establishing standardized methods to review construction documents and inspect buildings under construction. This policy covers renovation as well as new construction. Routine maintenance is not covered under this policy.

In addition, this policy intends to coordinate and track through documentation, e.g. the Compliance Notice, the Notice to Proceed, the Building Inspection Record (SBP-BIR), and the Notice of Approval of Occupancy/Use, the efforts of the various state entities responsible for specific portions of code compliance. Because code compliance is a multi-disciplined effort involving many individuals and departments, each state agency/institution has a shared responsibility for ensuring that its construction projects comply with applicable codes. To a large extent, code compliance is quality control involving: structural stability, life safety, minimum standards and environmental health.

Building code compliance plan review is required for all projects (capital construction, controlled maintenance, emergency, cash or in-house funded projects) unless an exception is provided per the building code. Building code compliance reporting is required only on appropriated projects - capital construction and controlled maintenance or cash-funded projects over two-million dollars.

This building code compliance policy and procedures are intended to assist the various state entities involved in the construction of state buildings in understanding the processes and requirements developed to assure that state buildings are constructed in accordance with the adopted codes. While the state has determined that it is in its interest to employ third party code review agents in an attempt to verify compliance with the code, this in no way relieves the architect/engineer or the contractor from their obligations to design and construct the project in conformance with the adopted codes nor is it intended to transfer any duties, obligations, or liabilities of the design and construction teams to the code review agents. The code review agents are agents of the Department of Personnel and Administration/Office of the State Architect (DPA/OSA) and conduct their work at the direction of the Office of the State Architect that is considered as the Building Official for state projects. The code review agents have powers only as delegated by OSA. While the code review agents are expected to conduct their work with due diligence, it is recognized that their work is limited to general review and inspection of the work and is not considered to constitute an in-depth or comprehensive analysis of the design or construction nor are they in any way authorized to direct the design or construction. Failure of the code review agent to identify a non-compliant condition, either in design or construction, does not waive the obligation of the design and construction teams to comply with the code. Plan reviews or inspections presuming to give authority to violate or cancel the provisions of the code or other ordinances shall not be valid.

The policy is divided into five sections: Section I – Approved Building Codes; Section II – Code Compliance Plan Reviews; Section III – Building Inspections; Section IV – Coordination with Other State Agencies; and Section V - Compliance. Since all sections are interdependent, this policy attempts to define and establish an integrated process from the initial design drawing review phase through owner occupancy.

The initial effective date of this policy was July 1, 1998.

B. Statutory Responsibilities / Executive Order

1. STATUTORY RESPONSIBILITIES BY DEPARTMENT

(Emphases in the following excerpts have been added).

DRAWING REVIEW, BUILDING AND HVAC INSPECTION

DEPARTMENT OF PERSONNEL & ADMINISTRATION/STATE BUILDINGS AND REAL ESTATE PROGRAMS (C.R.S. § 24-30-13)
24-30-1303(1)(j) Develop, or cause to be developed, standards of inspection, with the approval of the governor, which shall be the basis of all inspections and be responsible for assuring the uniform inspection of construction projects by the state agencies, utilizing such resources as may be locally available, in conjunction with the architect, engineer, or consultant;

24-30-1303(1)(n)(II) Develop, or cause to be developed, methods of control on a standardized basis for all state agencies to ensure conformity of physical planning with approved building codes and of construction with approved physical planning.

24-30-1303(z) Establish minimum building codes, with the approval of the governor and the general assembly after the recommendations and review of the capital development committee, for all construction by state agencies on state-owned or state lease-purchase properties or facilities. At the discretion of the department, said codes may apply to state leased facilities where local building codes may not exist.

24-30-1303(3)(a) All buildings and facilities, except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation erected for state purposes shall be constructed in conformity with a construction procedures manual for state facilities and state-assisted facilities prepared by the department and approved by the governor. Such construction shall be made only upon plans, design and construction documents which comply with approved state standards and rules and regulations promulgated pursuant to this section.

**ELECTRICAL INSPECTION**

DEPARTMENT OF REGULATORY AGENCIES / STATE ELECTRICAL BOARD (C.R.S. § 12-23)

12-23-116 (2) Any electrical installation in any new construction or remodeling or repair, other than manufactured units certified by the division of housing pursuant to section 24-32-3311, C.R.S., except in any incorporated town, or city, any county, or any city and county having its own electrical code and inspection equal to the minimum standards as are provided in this article, shall be inspected by a state electrical inspector. A state electrical inspector shall inspect any new construction, remodeling, or repair subject to the provisions of this subsection (2) within three working days after the receipt of the application for inspection. If the inspection is not performed within five working days, work may resume on any such construction, repair, or remodeling. Prior to the commencement of any such electrical installation, the person making such installation shall make application for inspection and pay the required fee therefor.

**PLUMBING INSPECTION**

DEPARTMENT OF REGULATORY AGENCIES / STATE EXAMINING BOARD OF PLUMBERS (C.R.S. §12-58)

12-58-114.5 (1) Any plumbing or gas piping installation in any new construction or remodeling or repair, other than manufactured units inspected in accordance with the provisions of part 7 of article 32 of title 24, C.R.S., except in any incorporated town or city, any county, or any city and county having its own plumbing code equal to the minimum standards provided in this article, shall be inspected by a state plumbing inspector in those areas where a local jurisdiction has requested such inspections. A state plumbing inspector shall inspect any new construction, remodeling, or repair subject to the provisions of this subsection (1) within three working days after the receipt of the application for inspection. If the inspection is not performed within five working days, work may resume on any such construction, repair, or remodeling. Prior to the commencement of any such plumbing or gas piping installation, the person making such installation shall make application for inspection and pay the required fee therefor.

**BOILER INSPECTION**

DEPARTMENT OF LABOR AND EMPLOYMENT / BOILER INSPECTION SECTION (C.R.S. § 9-4)

9-4-106 Owner report boilers, wrongful use of boilers, inspection of new installations.
(1) It is the duty of the owner or user of boilers, except those boilers exempt from the provisions of this Article under section 9-4-104, used or which are to be used in this state, to report to the section the location of newly installed or relocated boilers.

(2) Before the installers of any boiler have boilers placed in service, they shall notify the section, which, within ten days or as soon thereafter as possible from the date of receiving such notification, shall send an inspector to examine said boilers to determine that the construction, material, bracing, fuel and fluid supply systems, control apparatus, combustion air and ventilating air, electric wiring, piping, and all other parts of such boilers are such as to assure the safety of the boilers.

(3) Upon completion of installation, all boilers shall be inspected by a state boiler inspector. At the time of inspection, each boiler shall be assigned a serial number by the inspector, which serial number shall be stamped on or affixed to the boiler.

ELEVATOR INSPECTION

DEPARTMENT OF LABOR AND EMPLOYMENT / CONVEYANCE SECTION
(C.R.S. § 9-5.5)

9-5.5-104 Applies to the design, construction, operation, inspection, testing, maintenance, alteration and repair of the following equipment: (a) Hoisting and lowering mechanisms equipped with a car or platform that moves between two or more landings. Such equipment includes, but is not limited to, elevators and platform lifts, personnel hoists, stairway chair lifts, and dumbwaiters. (b) Power-driven stairways and walkways for carrying persons between landings. Such equipment includes, but is not limited to, escalators and moving walks. (c) Automated people movers as defined in ASCE 21.

Furthermore, the statute requires all conveyances in Colorado to be registered with the Conveyance Section / Division of Oil and Public Safety (OPS); requires all conveyance contractors, mechanics, and inspectors to be licensed by OPS; requires all conveyances to be installed, altered, repaired, serviced and maintained according to adopted standards, and allows local authorities having jurisdiction to regulate conveyances if approved by OPS.

FIRE SUPPRESSION INSTALLATION AND INSPECTION

DEPARTMENT OF PUBLIC SAFETY / DIVISION OF FIRE PREVENTION AND CONTROL (C.R.S. § 24-33.5-12)

24-33.5-1206.4 System approval, inspection, and inspectors. (1) No installation, modification, alteration, or repair of a fire suppression system shall be completed and cleared for use, and no structure or partial structure in which such fire suppression system is installed, modified, altered, or repaired shall be cleared for occupancy, until such fire suppression system has been approved by a certified fire suppression systems inspector. Approval shall include review of approved working plans and hydraulic calculations, installation inspections, and final tests.

FOOD SERVICE LICENSE/PLAN REVIEW/INSPECTION

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT/DIVISION OF CONSUMER PROTECTION (C.R.S. § 25-4-16)

25-4-1605 Submission of plans for approval – required. (1) An owner or operator shall submit plans and specifications to the department or local board of health in the jurisdiction in which a retail food establishment is to be constructed or extensively remodeled before such construction or extensive remodeling is begun or any existing structure is converted for use as a retail food establishment. Such plans and specifications shall be submitted for review and approval, in such form as the department requires, to ensure that the retail food establishment layout, equipment, and food handling procedures are conducive to providing a safe food product. Such plans and specifications shall indicate the proposed layout, arrangement, mechanical plants, construction materials of work areas, and the location, type, and model of proposed fixed equipment and facilities.

(2) The construction, extensive remodeling, or conversion of any retail food establishment shall be in accordance with the plans and specifications submitted to and approved by the department or local
board of health. The department or local board of health shall conduct **preopening inspections** of retail food establishments to assure compliance with the approved plans, as circumstances require.

**FACTORY-BUILT NONRESIDENTIAL STRUCTURES**

**DEPARTMENT OF LOCAL AFFAIRS/DIVISION OF HOUSING (C.R.S. § 24-32-33)**

24-32-3311 Certification of factory-built residential and nonresidential structures. (1) **Factory-built structures** manufactured, substantially altered or repaired, sold, or offered for sale within this state after the effective date of the rules promulgated pursuant to this part 33 shall bear the **insignia of approval** issued by the division and affixed by the division or an authorized quality assurance representative.

(4) All factory-built structures bearing an insignia of approval issued by the division and affixed by the division or an authorized quality assurance representative pursuant to this part 33 shall be deemed to comply with the requirements of all ordinances or rules, including those for electrical and plumbing, enacted by the state government and any local government that are applicable to the manufacture of structures. 

(5) No factory-built structures bearing an insignia of approval issued by the division and affixed by the division or an authorized quality assurance representative pursuant to this part 33 shall be in any way modified contrary to the rules promulgated pursuant to section 24-32-3305 prior to or during installation unless approval is first obtained from the division.

**ASBESTOS ABATEMENT/RENOVATION/DEMOLITION**

**DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT/AIR POLLUTION CONTROL DIVISION (C.R.S. § 25-7-503)**

25-7-503 Notification is required for all demolitions of all facilities and for all asbestos abatement projects that exceed the trigger levels. The notification requirements apply to both friable and non-friable asbestos materials.

Permits are required for the abatement of friable asbestos projects where the quantity of asbestos-containing material to be abated exceeds the trigger levels and the work is in an area of public access.

2. **GOVERNOR’S EXECUTIVE ORDER # D001195**

Improving the Alignment of State Plans with Regional Visions

“Whereas, the Interregional Council of the Smart Growth and Development Initiative recommends that **cooperation among all levels of government** is integral in establishing responsible growth practices in the state of Colorado.”

**SECTION I. BUILDING CODES**

**A. Approved Building Codes**

See Exhibit A – Approved Building Codes

**B. Requests to Change Application of Certain Provisions of the Code**

(Note: This section only applies to the International Building Code (IBC), the **International Existing Building Code (IEBC)**, the International Mechanical Code (IMC) and the International Energy Conservation Code (IECC). Contact the other state agencies listed in Section IV for other codes.) All approved changes must be filed with State Buildings Program by the code review agent or approved agency building official as they are determined. In addition, agencies are required to submit documentation of the approved changes with the project code compliance final submittal.

1. **Alternative Methods.** The IBC has provided provisions to allow alternative methods and materials to the prescriptive requirements of the code. Alternative methods maintain the level of life safety created by the
code’s prescriptive requirements but uses other methods than may be required by the prescriptive section of the code. Procedure for requesting approval of an alternative method is as follows:

a) The Architect/Engineer shall submit a request for consideration of alternative method to the state code review agent or the approved agency building code official. This request shall identify the prescriptive requirements of the code that are to be addressed by the alternative method and provide documentation as to how equivalency with the prescriptive requirements will be achieved.

b) The state code review agent or the approved agency building code official will review the request and may accept or reject the request. In consideration of the request, the code review agent may request additional documentation as required.

c) The details of any action approving the use of any alternative method shall be recorded and entered in the files at State Buildings Program.

d) Consulting fees associated with alternatives will be paid by the Agency.

2. Modifications. When there are practical difficulties involved in carrying out the provisions of the code, State Buildings Program or the approved agency building code official may grant modifications for individual cases. State Buildings Program shall first find that a special individual reason makes the strict letter of the code impractical and that the modification is in conformance with the intent and purpose of the code and that such modification does not lessen any health, accessibility, life and fire safety or structural requirements. Procedures for requesting approval of a modification are as follows:

a) The Agency is to provide in writing a request for modification to State Buildings Program or approved agency building code official. Be as specific as possible, indicating the code section to be modified. Provide reasons for the modification and other substantiating documentation as required.

b) State Buildings Program or approved agency building code official will review the request. At its option State Buildings Program may solicit the comments from its code review agents and other qualified entities. Submit information as specified on Exhibit M Request for Modification.

c) State Buildings Program or approved agency building code official shall first find that a special individual reason makes the strict letter of the code impractical and that the modification is in conformance with the intent and purpose of the code and that such modification does not lessen any health, accessibility, life and fire safety or structural requirements.

d) The details of any action granting modifications shall be recorded and entered in the files of State Buildings Program.

e) Modifications may only be provided by State Buildings Program or the approved agency building code official.

f) Consulting fees associated with modifications will be paid by the Agency.

3. Appeals. When the Agency has a disagreement as to the interpretation of code requirements, it may appeal the decision of the state code review agent or the approved agency building code official. It is noted that an appeal is not permitted to reduce or waive the requirements of the code. The procedure for appeals is as follows:

a) Provide a request in writing for appeals to State Buildings Program or the approved agency building code official. Be as specific as possible, indicating the code section in contention. Provide reasons for the appeal and other substantiating documentation as required.

b) State Buildings Program will review the request. At its option State Buildings Program may solicit the comments from its code review agents. Fees associated with such solicited comments will be paid by State Buildings Program.

c) Accepted Appeals will be distributed to the agency and the state’s code review agents.

d) Rejected Appeals will be distributed to the agency and the state’s code review agents.

e) Establishment of Board of Appeals. State Buildings Program will endeavor to establish a Board of Appeals. Once this board is established it will be responsible to review and act upon the request on behalf of State Buildings Program.

f) Appeals may only be provided by State Buildings and Programs or approved agency building code officials.

4. Amendments. Amendments are intended to modify, delete, or supplement specific provisions of the codes. Amendments are to be applicable to all projects and must be approved by State Buildings Program. The procedure for requesting approval of an amendment is as follows:
a) The agency is to provide in writing a request for amendment to State Buildings Program. Be as specific as possible, indicating the code section to be modified, deleted, or supplemented. Provide reasons for the amendment and other substantiating documentation as required.

b) State Buildings Program will review the request. At its option State Buildings Program may solicit the comments from its code review agents. Fees associated with such solicited comments will be paid by State Buildings Program.

c) Rejected amendments will be returned to the Agency.

d) Amendments may only be established by State Buildings Program.

5. **Code Deficiencies in Existing Buildings**

   a) Each project where repairs, alterations, renovations, upgrades or additions are proposed in an existing state owned building should include a code compliance plan commensurate with the scope of the project. The International Code Council (ICC) Compliance Method should be noted on the compliance plan. The code review agent’s review will be as is needed to assess compliance within the project scope.

   All work is to comply with IEBC, International Existing Building Code as a minimum requirement. Additionally, it is the policy of State Buildings Program to bring existing structures into conformance with current codes as much as practical within the intended scope of the project. To this end, the code review agent is directed to comment on conditions as discovered that are noted not in compliance with current code requirements. Such deficiencies that are noted should either be corrected in the drawings or acknowledged by the agency in a letter to the code review agent indicating why the items cannot be incorporated into the work.

   b) **Existing Non-Conforming Buildings**

   A building that cannot be shown to comply with the building code edition adopted and current at the time of first construction (Uniform Building Code or International Building Code) or had a subsequent change in occupancy or use is considered to be an existing non-conforming building. It is incumbent upon the agency and/or Architect/Engineer to include code compliance in its due diligence study for the project scope definition and funding request and design in order to address existing non-conforming conditions as early in the process as possible to avoid future problems. Existing non-conforming conditions should be addressed in the code compliance plan.

   The code review agent is directed to comment on the existing non-conforming conditions as discovered whether or not the conditions are within the scope of the project. Discovery may occur either during plan review or inspections. At its option the code review agent may choose not to comment on conditions that it considers not to substantially affect the overall life safety of the facility.

   Conditions that are existing and non-conforming are to be corrected as part of any project involving the subject building. Conditions that cannot be corrected must be individually acknowledged in a letter to State Buildings Program and the Office of Risk Management and signed by the agency Principal Representative indicating why the condition cannot be corrected or otherwise mitigated. State Buildings Program will request an opinion from the code review agent regarding the nature of the non-conforming condition and will then consult with the Office of Risk Management concerning appropriate action.

   c) **Renovations**

   Where substantial work or renovation is proposed within a building or portion of a building, that building or portion is to be brought into full compliance with the current code to the maximum degree possible. All due diligence studies and project funding requests should take this into account. The code review agent is directed to comment on conditions that are noted not to comply with current code requirements as discovered, whether or not the conditions are within the scope of the project. Such deficiencies that are noted should be corrected in the work. If the deficiency cannot be corrected or otherwise mitigated, it must be acknowledged by the agency in a letter to the code review agent indicating why the items cannot be incorporated into the work. If the code review agent does not agree with the agency findings,
it may request the matter be addressed to State Buildings Program prior to issuance of a Compliance Notice. This is limited to work that is not required by the code under provisions of IEBC.

The code review agent may issue a Compliance Notice with a contingent reference to the agency Principal Representative with letters as discussed herein.

d) Change of Use or Occupancy

Existing buildings that are to undergo a Change of Use are required to comply with current code requirements per IEBC. Existing conditions that cannot be modified to meet current code requirements may be addressed to State Buildings Program with a request for modification per SBP policy.

Note: The term code review agent refers to either the approved SBP code consultants or the approved agency building code official.

SECTION II. CODE COMPLIANCE PLAN REVIEWS

A. Agency project managers for all construction projects requiring code review for state agencies on state-owned or state leased-purchased properties or facilities are to submit design documents for code compliance reviews to the state’s code review agents or State Buildings Program approved agency building code official. The purpose of these reviews is to ensure conformity of physical planning with approved state building codes.

All documents submitted for code compliance drawing reviews are to be prepared by licensed professional architects pursuant to Title 12, Article 4, C.R.S., or, if applicable, licensed professional engineers pursuant to Title 25, Article 4, C.R.S.

1. State Buildings Program has selected and contracted with several consultants to provide code compliance reviews statewide. Each agency, however, directly procures the services of the code review agent through a Plan Review Authorization (SBP-017) form for each project. An estimated cost for the code review is to be initially included on the Construction Project Application (SC-4.1) by the agency. Note: The Department of Public Health and the Environment, Division of Consumer Protection will review drawings for food service related projects. Agencies are responsible for contacting local fire districts to seek their input at the beginning of the design process.

2. Instructions for working with the state’s approved code review agents are included in SBP’s document Plan Review Procedures (Exhibit B).

3. The Plan Review Procedures document is referenced in the Architect/Engineer Agreement (SC-5.1) and the Architect/Engineer Agreement Terms and Conditions (SC-5.1T) and is thereby incorporated into the contracts for professional services as a guideline for minimum required information for code review submittals per drawing phase.

B. All reviewed projects are to be provided with a Compliance Notice with a listing of required inspections by the state’s code review agent or the approved agency building code official prior to State Buildings Program/Delegate issuance of the Notice to Proceed (SBP-6.26) or (SBP-7.26).

If the Compliance Notice is contingent on the inclusion of the Construction Document code review submittal comments, the agency project manager must certify to State Buildings Program on the Compliance Notice that is sent to SBP with the Notice to Proceed (SBP-6.26 or SBP-7.26) that the code review agent’s comments were incorporated into the drawings and specifications. If there were exceptions to the code review agent’s comments that were resolved through an appeals process, that resolution must also be certified by the agency project manager.

SECTION III. BUILDING INSPECTIONS
All reviewed construction projects shall be inspected for building code compliance. This section describes the responsibilities for building inspections of State Buildings Program. Section IV describes inspection responsibilities of other state departments.

A. **Building Inspection Record (SBP-BIR).** At the completion of the code compliance plan review phase, the state’s code review agent or the approved agency building code official will issue along with the Compliance Notice a list of the required inspections.

Prior to the start of construction, the agency project manager will **procure the services of the same consultant who performed the document review for building inspections unless utilizing internal staff (See Section III B.) The project manager will conduct a coordination meeting with the code review agent who will serve as inspector of record for the project and others who may have building inspection responsibilities (if applicable) to identify the responsible parties for each required inspection and assign the responsibility for the final inspection sign off. The Architect/Engineer and the Contractor will also attend this meeting. If applicable, a representative from the local fire district will be invited to attend.**

1. The agency’s project manager will transfer the required inspections onto the Building Inspection Record (SBP-BIR) yellow card that is to be provided to the Contractor at contract signing.

2. The Building Inspection Record (SBP-BIR) will indicate by checked box, the **minimum** required inspections and the appropriate inspectors for each project submitted for review.

3. The Building Inspection Record (SBP-BIR) is to be posted in an obvious, protected location, along with all related inspection reports and documents.

4. It is intended that all inspectors sign the Building Inspection Record (SBP-BIR) and enter their ICC Certification number (if applicable) after conducting each inspection. See Section III.B below for the required inspector qualifications.

5. At the completion of the project when the agency project manager and the code review agent as inspector of record for the project have determined that all required inspections have taken place, they both will sign the Building Inspection Record (SBP-BIR). The fully signed Building Inspection Record (SBP-BIR) along with all supporting documents will become part of the project close-out documentation and a copy of the Building Inspection Record (SBP-BIR) will be sent to State Buildings Program.

B. **Building Inspection Authorization (SBP-018).** State Buildings Program has selected and contracted with several consultants to provide building inspections statewide. However, each agency must directly procure the services of the consultant through a Building Inspection Authorization (SBP-018) form for each project. An estimated cost for the building inspection is to be initially included on the Construction Project Application (SC-4.1). Note that agency staff may perform inspections only if they have appropriate ICC certifications. Qualifications include ICC Certified Commercial Building, Electrical, Mechanical, or Plumbing Inspector. These staff shall be noted on the annual Action Plan for Code Compliance (Exhibit K). A licensed architect or engineer in the state of Colorado with appropriate ICC certification and who is **not** the architect or engineer of record for the project may also perform the inspections.

C. **Inspection Report (SBP-019).**

1. The Inspection Report (SBP-019) is to be used by the inspection consultant or ICC certified agency staff providing inspection services to thoroughly document what has been rejected and what has been approved in addition to the consultant or staff member inspector signing the Building Inspection Record (SBP-BIR) card. The inspections may include as per the Building Inspection Record (SBP-BIR):

   - Building Inspections
   - Special Inspections
   - Elevator Inspections*
   - Electrical Inspections*
   - Plumbing Inspections*
   - Fire Department Inspections
   - Boiler Inspections*
2. It is the responsibility of the agency’s project manager to receive all Inspection Reports after the inspector has completed each required inspection and direct the Contractor to comply with all corrections noted. Additionally, the agency’s project manager is also required to coordinate efforts with the other state authorities conducting required inspections (refer to section IV) and sign the Building Inspection Record (SBP-BIR) to indicate that the inspection was conducted and completed, if the inspecting entity has not already done so.

3. Building Inspections are in addition to the observations performed by the Architect/Engineer as required by the A/E Agreement. These building inspections shall include:
   a) Inspections of footings / foundations, concrete slab and under-floor, lowest floor elevation, framing, lath and gypsum board, fire-resistant penetrations, mechanical and energy efficiency, roofing, and final inspections.
   b) Special inspections as required by applicable provisions of the code including steel, concrete, masonry, wood, soils/foundations, spray-applied fireproofing and smoke control systems. The Architect/Engineer shall identify the special inspections required.
   c) Plumbing and electrical inspections per the State Plumbing and Electrical Boards (refer to section IV).
   d) Fire protection system per the Division of Fire Prevention and Control and fire alarm by the local fire district (refer to section IV).
   e) Boiler inspections for new and modified installations (refer to section IV).
   f) Elevator/escalator inspections for new or altered installations (refer to section IV).
   g) Health Department inspections for all food service installations by the local health authority (refer to section IV).

D. Building Occupancy / Documentation. Once the contractor has determined that the project is complete, the agency’s project manager verifies that all items on the close-out documents have been completed, and that the forms are fully signed-off prior to issuing the Notice of Final Acceptance (SC-6.27). The steps in the close-out process include:

1. Notice of Substantial Completion (SBP-07). Following the Contractor’s submittal of the Notice of Completion accompanied by the Contractor’s punch list, the Architect/Engineer, the Principal Representative and the Contractor will conduct a final inspection and the Architect/Engineer will issue a final punch list. The Notice of Substantial Completion will establish the date of substantial completion of the project (and the beginning of the warranty period) and will be issued when: all required building code inspections have been completed and all deficiencies noted on the Building Inspection Record (SBP-BIR) have been corrected; the building has been fully cleaned and can be used by the Principal Representative and the public; and the Contractor has provided a schedule for the completion of all items on the punch list.

2. Notice of Approval of Occupancy/Use (SBP-01). If the Principal Representative wishes to occupy the entire project or a portion of the project before completion following the issuance of the Notice of Substantial Completion, then a review of the conditions and progress are noted. This review is conducted by the Architect/Engineer, State Buildings Program, and the Contractor and evaluates security, safety systems, exiting, power, lighting and HVAC systems.

3. Notice of Final Acceptance (SC-6.27). The Notice of Final Acceptance (SC-6.27) establishes the completion date of the project. It shall not be authorized until the Contractor performs the work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where Notices of Partial Substantial Completion (SBP-071) have been issued, Notices of Partial Final Acceptance (SBP-6.271) may be similarly issued when appropriate.
SECTION IV. COORDINATION WITH OTHER STATE DEPARTMENTS

A. Coordination with State Plumbing and Electrical Boards

The Colorado General Assembly has created the Colorado State Electrical Board and the Colorado Examining Board of Plumbers of the Department of Regulatory Agencies with the power to adopt and enforce plumbing and electrical codes. State Buildings Program supports the boards’ efforts in ensuring compliance with the adopted codes.

1. Codes. The State Boards regularly adopt plumbing and electrical codes as per Exhibit A, Approved Building Codes. Compliance with these codes is mandatory on all construction projects.
2. Amendments. The State Boards have issued amendments as part of their adoption of these codes. Compliance with these amendments is required on all construction projects.
3. Variances. State Buildings Program will not consider alternative methods, modifications, appeals, or amendments to the codes approved by the state boards. Requests for such should be addressed to the State Boards at (303) 894-2300 and copied in writing to State Buildings Program.
4. Code Compliance Plan Reviews. The state boards do not conduct plan reviews. However, the state’s code review agents will conduct plan reviews for electrical and plumbing work for conformance with the state boards’ adopted codes. Please note that the boards enforce the editions of their codes that are in effect at the time of permitting not at the time of design or plan review.
5. Inspections. Plumbing and electrical inspections on state projects are to be provided by the state boards. Such inspections should be noted on the Building Inspection Record (SBP-BIR) card. It is the responsibility of the contractor to call for these inspections at (303) 894-2300.
6. The State Electrical Board and the Colorado Examining Board of Plumbers both issue inspection permits and charge a fee. At the completion of the final inspections, a certificate of approval will be issued.

B. Coordination with Local Fire Jurisdictions and the Division of Fire Prevention and Control

Most state facilities are included within the boundaries of an established fire district. It is the responsibility of those fire authorities to provide service to the state facilities. This policy is in compliance with Executive Order D001195 which requires that state facilities be planned and built in a manner consistent with local regulations.

1. Codes. Agencies are responsible that project design and construction is in compliance with the codes approved by the fire district where the project is to be built. In the event that there is no local district, or the district has not approved a recognized code, the current edition of the International Fire Code shall be utilized.
2. Review. It is mandatory that agencies consult local fire districts prior to the start of design. Plans and specifications for all construction projects with fire code related issues shall be submitted to the fire district for review. A Memorandum of Understanding should be put in place with the agency/institution with the fire district every 5 years to define fire district scope and requirements. See Exhibit K for more information. Fire protection systems must be reviewed by Department of Public Safety/Division of Fire Prevention and Control certified personnel. A fee is charged for plan registration, plan review, and inspection. Fire alarm systems shall be reviewed by the fire district or by the state’s code review agent. Unless otherwise approved by State Buildings Program, the fire district review will be incorporated into the documents. In the event of a conflict, State Buildings Program should be contacted.
3. Inspections. All construction projects must be made available to the fire district for inspections. Fire protection systems shall be inspected by Division of Fire Prevention and Control certified personnel. Fire alarm systems shall be inspected by the fire district or an approved inspector. Unless otherwise approved by State Buildings Program any requirements resulting from these inspections shall be incorporated into the project. It is the responsibility of the agency’s project manager to coordinate this inspection with the local fire district.
4. Sovereignty. This policy is an effort to facilitate cooperation between the state and local authorities. This policy does not limit the sovereign authority of the state.

C. Coordination with State Boiler Inspector

The Colorado General Assembly has created the Boiler Inspection Section of the Division of Oil and Public Safety of the Department of Labor and Employment with the power to adopt and enforce the Colorado Boiler
SBP/Building Code Compliance Policy

1. **Codes.** The Boiler Inspection Section regularly adopts Boiler and Pressure Vessel Codes. Compliance with these codes is mandatory on all construction projects.

2. **Amendments.** The Boiler Inspection Section may issue amendments as part of its adoption of the code. Compliance with these amendments is mandatory on construction projects.

3. **Variances.** State Buildings Program will not consider alternate methods, modifications, appeals, or amendments to the codes approved by the Boiler Inspection Section. Requests for such should be addressed to the Boiler Inspection Section at (303) 318-8481 and copied in writing to State Buildings Program.

4. **Code Compliance Plan Reviews.** The Boiler Inspection Section does not conduct plan reviews. However, the state’s code review agents will conduct plan reviews for boiler and pressure vessel work (both new and repair) in conformance with the Boiler Inspection Section’s adopted codes.

5. **Inspections.** Boiler and pressure vessel installation and/or repair inspections are to be provided by the Boiler Inspection Section. Such inspections should be noted on the Building Inspection Record (SBP-BIR) card. It is the responsibility of the Contractor to call for these inspections at (303) 318-8481.

6. The Boiler Inspection Section issues an inspection certificate when a boiler installation or repair has been found to comply with the Colorado Boiler and Pressure Vessel Code and a fee will be charged.

**D. Coordination with Administrator for Conveyances**

The Colorado General Assembly has created the Conveyance Section of the Division of Oil and Public Safety of the Department of Labor and Employment with the power to adopt and enforce a safety code for elevators, escalators, and automated people movers. State Buildings Program supports the Division’s efforts in ensuring compliance with the adopted standards.

1. **Codes.** The Conveyance Section adopts standards for conveyances. Compliance with these standards is mandatory on all construction projects.

2. **Amendments.** The Conveyance Section may issue amendments to the adopted standards. Compliance with these amendments is mandatory on all construction projects.

3. **Variances.** State Buildings Program will not consider alternative methods, modifications, appeals, or amendments to the standards approved by the Conveyance Section. Request for such should be addressed to the Conveyance Section at (303) 318-8536 and copied in writing to State Buildings Program.

4. **Code Compliance Plan Reviews.** The Conveyance Section does not conduct plan reviews. However, the state’s code review agents will conduct plan reviews for elevators and escalators (both new and altered) in conformance with the Conveyance Section’s adopted standards. All conveyances in Colorado shall be registered with the Conveyance Section/Division of Oil and Public Safety.

5. **Inspections.** Inspections are to be provided by inspectors licensed by the Conveyance Section/Division of Oil and Public Safety. Qualified local authorities having jurisdiction may enter into a memorandum of agreement with the Conveyance Section/Division of Oil and Public Safety to regulate conveyances that are located within their jurisdiction.

6. The Conveyance Section or authority having jurisdiction will issue a Certificate of Operation indicating that the conveyance has been inspected by a third party licensed conveyance inspector and complies with the rules of the Conveyance Section or approved authority having jurisdiction.

**E. Coordination with the Division of Consumer Protection of the Colorado Department of Public Health and Environment**

The Colorado General Assembly has created the Division of Consumer Protection within the Department of Public Health and Environment to adopt and enforce a uniform code of sanitary rules and regulations for food service establishment construction or renovation. State Buildings Program supports the Division’s efforts in ensuring compliance with the adopted code.

1. **Codes.** The Division regularly adopts sanitary rules and regulations. Compliance with these rules and regulations is mandatory on all construction projects.

2. **Amendments.** The Division may issue amendments as part of the uniform code of sanitary rules and regulations. Compliance with these amendments is mandatory on all construction projects.
3. **Variance.** State Buildings Program will not consider alternate methods, modifications, appeals or amendments to the code approved by the Division. Requests for such should be addressed to the Division of Consumer Protection at (303) 692-3620.

4. **Code Compliance Plan Reviews.** The Division does provide for mandatory drawing reviews. At the time a plan is submitted for review, an application fee shall be paid to the department or local board of health.

5. **Inspections.** The Division conducts a pre-opening inspection of a new or extensively remodeled food service establishment. The fee for plan review and reopening inspection shall be the actual cost of such review. It is the responsibility of the agency’s project manager to coordinate this inspection with the local health department.

6. A license to operate will be granted by the Division following compliance.

**F. Coordination with the Division of Housing of the Colorado Department of Local Affairs**

The Colorado General Assembly has created the Division of Housing within the Department of Local Affairs to establish rules and regulations concerning factory-built nonresidential structures. State Buildings Program supports the Division’s efforts in ensuring compliance with the adopted code.

1. **Codes.** The Division of Housing has adopted the 2012 edition of the International Building Code. Contact the Division for applicable appendices and other required codes and standards. Refer to Resolution #35.

2. **Amendments.** The Division of Housing may issue amendments as part of its adoption of the code. Compliance with the adopted code and amendments is required.

3. **Variance.** State Buildings Program will not consider alternate methods, modifications, appeals, or amendments on factory-built nonresidential structures. Requests for such should be addressed to the Division of Housing at (303) 866-2033 and copied in writing to State Buildings Program.

4. **Code Compliance Plan Reviews.** The Division of Housing provides for plan reviews of factory-built nonresidential structures for special occupancies, e.g. structures to be used as day care centers rather than structures to be used as portable offices. The state’s code review agents will provide plan reviews for code compliance for site adaptation and installation issues.

5. **Inspections.** Inspections at the factory for factory-built nonresidential structures will be conducted by the Division of Housing certified personnel. Factory-built nonresidential structures approved by the Division of Housing will bear an official insignia. The state’s code review agent will indicate the site related inspections that are required.

**G. Coordination with the Air Pollution Control Division of the Colorado Department of Public Health and Environment**

The Colorado General Assembly has created the Air Pollution Control Division within the Department of Public Health and Environment to adopt and enforce regulations for asbestos abatement. State Buildings Program supports the Division’s efforts in ensuring compliance with the adopted regulations.

1. **Codes.** The Air Pollution Control Division enforces Regulation No. 8 Part B Asbestos adopted by the Air Quality Control Commission. Contact the Air Pollution Control Division for all state and federal regulations requiring inspections for asbestos.

2. **Amendments.** The Division may issue amendments to Regulation No 8. Compliance with current regulations is mandatory.

3. **Variance.** State Buildings Program is not involved in approving variances. Requests for approval of alternative procedures should be addressed to the Permit Coordinator at the Air Pollution Control Division at (303) 692-3100.

4. **All Renovation Projects.** The structures/components to be disturbed must be inspected for asbestos by a state certified asbestos inspector. If the amount of asbestos-containing material to be disturbed exceeds the following trigger levels then an abatement contractor must remove the material.

   In single family residences, the trigger levels are 50 linear feet on pipes, 32 square feet on other surfaces, or the volume equivalent of a 55 gallon drum.

   In other than single family residences, the trigger levels are 260 linear feet on pipes, 160 square feet on other surfaces, or the volume equivalent of a 55 gallon drum.
A certified removal contractor must remove asbestos containing materials that are regulated or may become regulated before they are disturbed by renovation or demolition activities. A written notification to DPHE, payment of a notification fee and a ten (10) working day waiting period is required before the removal of regulated asbestos containing materials.

5. Demolitions, Destructive Salvage, House Moving. The building must be inspected for asbestos by a state certified asbestos inspector. Asbestos removal (if necessary) must be performed by a certified removal contractor. A Notification of Demolition form must be submitted to DPHE even if no asbestos was found during inspection; payment of a notification fee and a ten (10) working day waiting period are required before the demolition can proceed.

SECTION V. COMPLIANCE

A. Agency Action Plan for Building Code Compliance

Each agency and institution of the state is required to complete the Agency Action Plan for Building Code Compliance annually to describe their action plan for code compliance in accordance with this policy. The completed Agency Action Plan for Building Code Compliance (see Exhibit K) is to be returned to SBP with the Annual Facility Management Reporting early in each fiscal year for review and approval. A Memorandum of Understanding with the local fire district is to be provided every five years.

B. Building Code Compliance Documentation Submittal

Agencies are required to submit the following documents to State Buildings Program when a project is complete and closed out.

Delegated agencies/IHE should send an electronic copy of the following:
1. Notice to Proceed (SBP-6.26) or (SBP-7.26)
2. Compliance Notice (including building inspection recommendations) issued by the code review agent with certification, if required, and documentation concerning alternative methods, modifications, and appeals, if applicable, or a memo from the agency with email from code review agent stating why code review was not required
3. Building Inspection Record (SBP-BIR)

The documents should be submitted along with the Code Compliance Documentation Submittal memo (Exhibit L-1).
EXHIBIT E

UNIVERSITY INSURANCE REQUIREMENTS – B
INSURANCE REQUIREMENTS (B)

This insert applies to the following State Contracts:
Architect/Engineer Agreement (SC-5.0),
Design/Bid/Build Terms & Conditions (SC-5.1-TC), or
Architect/Engineer Construction Manager/General Contractor CM/GC (SC-5.2), or
Consultant Agreement (SC-5.3).

For purposes of this supplement “Contractor” as used herein shall mean, as appropriate to the State Contract form being used, Architect/Engineer, or Consultant.

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

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

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

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

   Coverage to include:
   • Premises and Operations
   • Personal / Advertising Injury
   • Products / Completed Operations
   • Liability assumed under an Insured Contract (including defense costs)
   • Broad Form Property Damage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
a. The policy shall be endorsed to include the following additional insured language: **The Regents of the University of Colorado, a Body Corporate are named as Additional Insured** (ISO Form CG 2010, or equivalent). Further, all policies of insurance shall include a Separation of Insureds Clause (Cross Liability).

2. **Automobile Liability**
   Bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

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

3. **Workers Compensation and Employers’ Liability**
   - Statutory Benefits (Coverage A)
   - Employers Liability (Coverage B)

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

   This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers’ Compensation Act, AND when such contractor or subcontractor executes the Sole Proprietor Waiver Letter.

4. **Professional Liability (Errors and Omissions) for Contractor**
   (Applies to SC-5.3 if contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction administrative services such as material testing, than the following Professional Errors and Omissions Liability Insurance coverage applies.)

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

     Amendment of any Contractual Liability Exclusion to state: “This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts.”
• In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
• Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

<table>
<thead>
<tr>
<th>Wrongful Act</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**ADDITIONAL INSURANCE REQUIREMENTS**

1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis. Professional Liability is acceptable on a claims-made basis.
2. On insurance policies where the Principal Representative is named as an additional insured, the Principal Representative shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
3. The Contractor shall provide the Principal Representative a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering Principal Representative Premises. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
4. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
5. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.
6. Contractor’s insurance carrier should possess a minimum A.M. Best’s Insurance Guide rating of A-VI.
7. Provide a minimum of 30 days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the contract.

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

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

*Mutual Cooperation*

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

**Revised 7-21-11**
Appendix C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS
CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Regents of the University of Colorado, a body corporate, acting by and through the University of Colorado Colorado Springs
Project No./Name: 19-003 / Spine Road - Material Testing, Observation and Inspections

A. CERTIFICATION STATEMENT

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 and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the “E-Verify Program”, jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the “Department Program” administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT

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

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

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

CERTIFIED and AGREED to this ______ day of __________, 20____.

VENDOR:

________________________________________________________
Vendor Full Legal Name

BY: ........................................................................
Signature of Authorized Representative

Title

State Form UI-1  Page 1 of 1
Issued 7/2008
ACKNOWLEDGEMENT AND ATTESTATION FORM

By responding to these guidelines, the respondent(s) certify that he/she has reviewed the Agreement and its Exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

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

Subscribed on ________________________ at ________________________,
Date City
________________________________
County State

Applicant or Corporate Officer Signature Date

Witness Date

NOTE: Use full corporate name and affix corporate seal (if available).

(Seal)