



**ADVERTISEMENT FOR BIDS**  
**Design/Bid/Build**  
**State of Colorado**  
**Colorado Mesa University**  
**Notice Number: CMU 2822**

Project No: **1034-24-1**

Project Title: **Wubben Science  
Art Walk**

Estimated Construction Cost: \$130,000

**Settlement Notice**

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

**Project Description**

The Wubben Art Walk project will reimagine the space between Wubben Sciences and Tomlinson Library.

**Scope of Services**

The project scope is a continuance of existing planting varieties with locations in the connecting pedestrian pathways. Whilst providing seating, tables, lighting, power receptacles, plantings, shade structures and locations for revolving art exhibits.

**Minimum Requirements**

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. Interested bidders should be prepared to show evidence of the following to be considered as qualified, as a minimum:

1. Provided General Contracting services within the last three (3) years for at least two (2) projects each in excess of \$ 100,000 (hard costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and
3. Demonstrated bonding capability up to \$ 130,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.  
Per C.R.S. §24-92-117, a public construction project in the amount of five hundred thousand dollars or more shall be subject to the Buy Clean Colorado (BCCO) Act program requirements. The BCCO Act requires the Office of the State Architect to establish a maximum acceptable global

warming potential (GWP) limit for each category of eligible materials, which include asphalt and asphalt mixtures, cement and concrete mixtures, glass, post-tension steel, reinforcing steel, structural steel, and wood structural elements. For any solicitation for a contract for the design of an eligible project, a State Agency or institution shall require the designer who is awarded the contract to include, in project specifications when final construction documents are released, a current Environmental Product Declaration (EPD) that meets the maximum acceptable GWP limits for each eligible material specified for the project. A contractor that is awarded a contract for an eligible project shall not install any eligible materials on the project until the contractor submits an EPD for each eligible material procured for the project.

**Firms meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.**

**Other Information**

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

Per C.R.S. §24-105-201 If the construction value is \$50,000 or greater a Bid Bond and Power of Attorney or Proposal Guaranty is required in an amount not less than 5% of the total Bid.

**Site Walk**

A site walk will be held at:

Address: 1316 College PL,  
Grand Junction, CO 81501  
Room: Southeast Door  
Date/Time: Thursday 10/3/2024 1pm MST

**Schedule/Submission Details**

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

Advertisement	10/01/2024
Pre-Bid Site Visit	10/03/2024 1pm MST
Date Email Questions Due	10/07/2024 11am MST
Date Email Answers Issued	10/08/2024
Sealed Bids Due/Public Bid Opening	10/22/2024 11am MST
Negotiation of General Contractor Contract	"Est. Week of 10/22/2024"
Contract Approval (projected)	"Est. Week of 10/28/2024"
Anticipated Design Start	Not Applicable
Anticipated General Contractor Start	12/16/2024
Anticipated Construction Finish	1/17/2025

2. Email questions are required to be submitted on <https://www.rockymountainbidsystem.com>.

Comments: **Late sealed bids will be rejected without consideration. The Colorado Mesa University and the State of Colorado assume no responsibility for costs related to the preparation of submittals.**

3. Submission: During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain E-Purchasing System (RMEPS) website at: <https://www.rockymountainbidsystem.com>. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. **NOTE: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.** The University does not have access or control of the vendor side of the RMEPS site; contact RMEPS directly to resolve any issues encountered prior to response deadline at (800) 835-4603.

The Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. **It is incumbent upon Offerors to carefully and regularly monitor the RMEPS website for any such postings.**

The Purchasing Department will also post communications through the University Open Solicitations website at: <https://www.coloradomesa.edu/procurement-payment/open-solicitations.html>. Information on this website is for reference only; the RMEPS website is the platform of record. It is incumbent that bidders review the University's Solicitation

### **Point of Contact/Clarification**

Name: Tracey Cornwell  
Agency: Colorado Mesa University  
Phone: 970-248-1433  
Email: tcornwell@coloradomesa.edu

**This Notice is also available on the web at:**

<a href="https://www.rockymountainbidsystem.com">https://www.rockymountainbidsystem.com</a>	
Publication Dates:	10/1/2024

### **APPENDICES:**

**Appendix A: Information for Bidders (SBP-6.12)**

**Appendix B: Bid Form (SBP-6.13)**

**Appendix B1: Bid Alternates (SBP-6.131) (if Applicable)**

**Appendix B2: Unit Pricing (SBP-6.133) (if Applicable)**

**Appendix B3: Bid Bond (SBP-6.14) (if [Applicable](#))**

**Appendix C: Sample: Direct Labor Burden Calculation (SBP-6.18)**

**Appendix D: Applicable Prevailing Wage and Apprenticeship and Fringe Rates (if [Applicable](#))**

**Appendix E: Sample: Apprenticeship Utilization Certifications (SBP-6.17) (if [Applicable](#))**

**(Appendix F: Sample: SC6.21 and SC6.23 Design/Bid/Build Contractor's Agreement and General Conditions of the Contract)**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAMS

INFORMATION FOR BIDDERS

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Institution or Agency: Colorado Mesa University  
Project No./Name: 1034-24-1 Wubben Science Art Walk

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1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids and applicable bid security shall be submitted according to the following instructions:

INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED:

Bid submission will be through the secure portal on <https://www.rockymountainbidsystem.com>

Project #1034-24-1

Project Name Wubben Science Art Walk

Name and Address of Bidder

Date of Opening 10/22/2024

Time of Opening 11:00 a.m. MST

2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52 of the General Conditions. This includes the requirements for apprenticeship and prevailing wage on Public Projects. The bidder should be aware that reporting of embodied carbon emissions of eligible materials shall be governed by the provisions of Colorado State Law. This includes the requirements for Environmental Product Declarations (EPDs) that meet the maximum acceptable Global Warming Potential (GWP) limits as established by the Office of the State Architect.
4. **BID SECURITY:** A bid security of not less than 5% of the bid price is required when the price is estimated to be \$50,000 or more. The security shall be a bond by a surety company, the equivalent in cash, or otherwise supplied in a form satisfactory for the State. Noncompliance requires the bid to be rejected as nonresponsive.
5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9.3 of the GENERAL CONDITIONS.
6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.

7. **ADDENDA:** Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
8. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
  - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - B. **ADDITIVE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
10. **NOTICE OF CONTRACTOR'S SETTLEMENT** – Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

BID

Institution/Agency: Colorado Mesa University

Project No./Name: 1034-24-1 Wubben Science Art Walk

Bidder Acknowledges Receipt of Addenda Numbers:
Bidder Anticipates Services outside the United States or Colorado:\*
Bidder will comply with 80% Colorado Labor on project above \$500,000:
Bidder is a Service-Disabled Veteran Owned Small Business:\*

Base Bid

\$

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

Bidder's Time of Completion

- a. Time Period from Notice to Proceed to Substantial Completion:
b. Time Period from Substantial Completion to Final Acceptance:
c. Total Time of Completion of Entire Project (a + b):

- 1. BID: Pursuant to the advertisement by the State of Colorado dated... the undersigned bidder hereby proposes to furnish all the labor and materials...
2. EXAMINATION OF DOCUMENTS AND SITE: The bidder has carefully examined the Bidding Documents...
3. PARTIES INTERESTED IN BID: The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein...
4. BID GUARANTEE: This Bid is accompanied by the required Bid Guarantee. Per C.R.S. §24-105-201...

has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, and Insurance Policy.

5. **TIME OF COMPLETION:** The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
6. **EXECUTION OF DOCUMENTS:** The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
7. **ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
8. **Submit wage rates** (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
9. **The right is reserved to waive informalities and to reject any and all Bids.**

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

THE BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address (including city, state and zip)

Phone number:

\_\_\_\_\_  
Name (Print) and Title

\_\_\_\_\_  
Signature





STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**COLORADO BID BOND**

Institution/Agency: Colorado Mesa University  
Project No./Name: 1034-24-1 Wubben Science Art Walk

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

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

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

(Corporate Seal)

**THE PRINCIPAL**

ATTEST

\_\_\_\_\_  
Company Name

Secretary

\_\_\_\_\_  
Address (including city, state and zip)

\_\_\_\_\_  
Phone number: \_\_\_\_\_

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print) and Title

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

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

(Corporate Seal)

**THE SURETY**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney-in-Fact

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



STATE OF COLORADO  
 OFFICE OF THE STATE ARCHITECT  
 STATE BUILDINGS PROGRAM

**BID ALTERNATES FORM**

Institution/Agency: Colorado Mesa University  
 Project No./Name: 1034-24-1 Wubben Science Art Walk

Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

**Additive Alternates** (If Applicable)

Refer to specification section \_\_\_\_\_ for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	_____	Add \$	_____
A.A. No. 2	_____	Add \$	_____
A.A. No. 3	_____	Add \$	_____
A.A. No. 4	_____	Add \$	_____
A.A. No. 5	_____	Add \$	_____
A.A. No. 6	_____	Add \$	_____
A.A. No. 7	_____	Add \$	_____
A.A. No. 8	_____	Add \$	_____
A.A. No. 9	_____	Add \$	_____
A.A. No. 10	_____	Add \$	_____

**Deductive Alternates** (If Applicable)

Refer to specification section \_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	_____	Deduct \$	_____
D.A. No. 2	_____	Deduct \$	_____
D.A. No. 3	_____	Deduct \$	_____
D.A. No. 4	_____	Deduct \$	_____
D.A. No. 5	_____	Deduct \$	_____
D.A. No. 6	_____	Deduct \$	_____
D.A. No. 7	_____	Deduct \$	_____
D.A. No. 8	_____	Deduct \$	_____
D.A. No. 9	_____	Deduct \$	_____
D.A. No. 10	_____	Deduct \$	_____

THE BIDDER:

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature Date



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**UNIT PRICING FORM**

Institution/Agency: Colorado Mesa University

Project No./Name: 1034-24-1 Wubben Science Art Walk

The unit prices below shall be used to determine adjustment to the contract sum when changes in the work involving said items are deemed necessary.

Unit Prices shall apply until the date of contract completion established at the time of Notice to Proceed.

All unit prices shall include the pro-rata share of all costs of materials, equipment and disposal required to complete the work item. Overhead, profit and bond will be calculated per Change Order Proposal form SC-6.312.

*(Note: Architect/Engineer should complete a brief description below based on their complete description provided in Division 01 of their specification before inserting into the solicitation)*

**UNIT PRICING**

Number	Description	Unit of Measure	Unit Price
U1			\$
U2			\$
U3			\$
U4			\$
U5			\$
U6			\$
U7			\$
U8			\$
U9			\$
U10			\$

THE BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**COLORADO**

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

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STATE AGENCY: Colorado Mesa University

DEPARTMENT ID: XXXX

CONTRACT ID #: 1034-24-1

PROJECT #: Insert OSC Project Number

PROJECT NAME: Wubben Science Art Walk

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

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

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

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

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**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

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

Project Number/Name: Insert OSC Project Number followed by Project Name  
CMS Contract ID No.: Insert CMS Number & Encumbrance Number

<p style="text-align: center;"><b>CONTRACTOR</b> INSERT-Legal Name of Contractor</p> <hr/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Contractor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Agency or IHE</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;"><b>DEPARTMENT OF PERSONNEL &amp; ADMINISTRATION</b> STATE BUILDINGS PROGRAM State Architect (or authorized delegate)</p> <hr/> <p style="text-align: center;">By: Name &amp; Title of SBP Delegate</p> <p style="text-align: center;">Date: _____</p>	
<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller (or an authorized delegate) or the <b>Title</b> of IHE CFO per the Fiscal Rules of the individual Institution of Higher Education</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: center;">Effective Date: _____</p>	

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

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

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

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

**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 bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date.

**RECITALS:**

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

**WHEREAS,** authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

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

**1 ARTICLE 1 PERFORMANCE OF THE WORK**

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

**2 ARTICLE 2 PROVISIONS OF THE CONTRACT DOCUMENTS**

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

**3 ARTICLE 3 TIME OF COMPLETION**

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

**4 ARTICLE 4 ESSENTIAL CONDITION**

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

**5 ARTICLE 5 CONTRACT SUM**

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

	Description of Work/Date	Dollar Amount
Base Contract Amount		
Alt. #01		
Alt. #02		
	Total Contract Sum	\$ -

**6 ARTICLE 6 CONTRACT DOCUMENTS**

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

**7 ARTICLE 7 OPTIONAL PROVISIONS AND ELECTIONS**

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



7.1 **MODIFICATION OF ARTICLE 2: Execution, Correlation, Intent of Documents, Communication and Cooperation.**

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

\_\_\_\_\_ Principal Representative initial

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

If the box is marked, the Buy Clean Colorado Act shall be applicable to the Project. The contractor is responsible for submitting Environmental Product Declaration (EPD) information for all eligible materials to be used on the project.

\_\_\_\_\_ Principal Representative initial

7.3 **MODIFICATION 1 OF ARTICLE 27: Labor and Wages**

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

\_\_\_\_\_ Principal Representative initial

7.4 **MODIFICATION 2 OF ARTICLE 27: Labor and Wages**

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

\_\_\_\_\_ Principal Representative initial

7.5 **MODIFICATION OF ARTICLE 39: Non-Binding Dispute Resolution – Facilitated Negotiations**

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

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

\_\_\_\_\_ Principal Representative initial

7.6 **MODIFICATION OF ARTICLE 45: Guarantee Inspections After Completion**

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

\_\_\_\_\_ Principal Representative initial

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

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

7.7.1 **Inability To Use The Project**

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

#### 7.7.2 Damages Related to Extended Closeout

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

### 8 ARTICLE 8 NOTICE IDENTIFICATION

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

#### NOTICE TO PRINCIPAL REPRESENTATIVE:

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

#### With copies to State Buildings Program (or Delegate)

Insert Name of Individual acting on OSA/SBP behalf  
Insert Street Address  
City, State Zip Code  
Insert email address

#### NOTICE TO CONTRACTOR:

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

With copies to:


File

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

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


**EXHIBIT A: CONTRACTORS BID**

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**CONTRACTOR'S BID** (Form SBP-6.13) 

Bid Alternates (Form SBP-6.131)

Unit Pricing (Form SBP-6.133)

Bid Bond (Form SBP-6.14) 

Labor Burden Calculation (Form SBP-6.18)

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

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

**EXHIBIT B: PERFORMANCE BOND**

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**PERFORMANCE BOND (Form SC-6.22)**

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

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

**EXHIBIT C: LABOR AND MATERIAL PAYMENT BOND**

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**LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)**

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

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

**EXHIBIT D: INSURANCE CERTIFICATE(S)**

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**INSURANCE CERTIFICATE(S)** (attached)

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

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

**EXHIBIT E: BUILDING CODE COMPLIANCE POLICY**

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

Refer to the State Architect Office's Building Codes Webpage for:

*Building Code Compliance Policy* (Rev.       ); and

*Approved State Building Codes* (Rev.       ); which is Exhibit A to the *Building Code Compliance Policy*.

The State Architect Office's Building Codes Webpage is available at:

<https://osa.colorado.gov/state-buildings/building-codes>



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

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

**EXHIBIT F: STATE SALES AND USE TAX FORM**



**STATE SALES AND USE TAX FORM**

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

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



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

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**APPLICABLE PREVAILING WAGE DETERMINATIONS AND APPRENTICESHIP CONTRIBUTION RATES**

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

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



**EXHIBIT H: APPRENTICESHIP UTILIZATION CERTIFICATIONS**

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**APPRENTICESHIP UTILIZATION CERTIFICATIONS**

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

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



**SUPPLEMENTARY GENERAL CONDITIONS: FEDERAL PROVISIONS**

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**Supplementary General Conditions Federal Provisions**

**SLFRF Federal Funds: Contractor Terms and Conditions Certification**

**SLFRF Federal Funds: Contractor Terms and Conditions**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**COLORADO PERFORMANCE BOND**

Institution/Agency: Colorado Mesa University  
Project No./Name: 1034-24-1 Wubben Science Art Walk

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of

\_\_\_\_\_ are held and firmly bound unto **the STATE OF COLORADO** acting by and through the Institution/Agency identified above hereinafter called the "Principal Representative", in the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written Amount) (Numerical Amount)

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

**WHEREAS**, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated

\_\_\_\_\_ for the construction of a PROJECT  
(Leave blank, to be completed by Institution/Agency)

identified above, which Contract is hereby by reference made a part hereof;

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

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

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

**IN WITNESS WHEREOF** said Principal and Surety have executed this Bond, on

\_\_\_\_\_  
(If left blank, the Institution/Agency will date this bond to match the Contract date)

(Corporate Seal)

**THE PRINCIPAL**

**ATTEST:**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

(Corporate Seal)

**SURETY**

\_\_\_\_\_  
By  
: \_\_\_\_\_  
Attorney-in-fact

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

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



STATE OF COLORADO  
 OFFICE OF THE STATE ARCHITECT  
 STATE BUILDINGS PROGRAM

**DIRECT LABOR BURDEN CALCULATION**

Institution/Agency: Colorado Mesa University  
 Project No./Name: 1034-24-1 Wubben Science Art Walk

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

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

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

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

Contractor/Subcontractor Name:		
	Percent of Salary Paid	
Payroll Taxes		
Pension Costs		
Health Insurance		
Dental Insurance		
Life Insurance		
Other (Specify)		Description: _____
Other (Specify)		Description: _____
<b>Total Labor Burden Percentage:</b>	<b>0%</b>	

"General Decision Number: CO20240025 01/05/2024 Superseded

General Decision Number: CO20230025 State: Colorado

Construction Type: Building County: Mesa

County in Colorado.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered  into on or after January 30,  2022, or the contract is  renewed or extended (e.g., an  option is exercised) on or  after January 30, 2022:     	. Executive Order 14026   generally applies to the   contract.  . The contractor must pay   all covered workers at   least \$17.20 per hour (or   the applicable wage rate   listed on this wage   determination, if it is   higher) for all hours   spent performing on the   contract in 2024.
If the contract was awarded on  or between January 1, 2015 and  January 29, 2022, and the  contract is not renewed or  extended on or after January  30, 2022:   	. Executive Order 13658   generally applies to the   contract.  . The contractor must pay all   covered workers at least   \$12.90 per hour (or the   applicable wage rate listed   on this wage determination,   if it is higher) for all   hours spent performing on   that contract in 2024.

The applicable Executive Order minimum wage rate will be



adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
                                  0                                    01/05/2024

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

PAIN0079-009 08/01/2022

	Rates	Fringes
PAINTER (Spray).....	\$ 25.11	10.95

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

PLUM0208-009 06/01/2023

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct, Pipe and Unit Installation.....	\$ 41.50	21.90

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SHEE0009-006 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation; Excludes HVAC Pipe Installation) .....	\$ 38.47	20.83

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SUC02013-011 07/31/2015

	Rates	Fringes
BRICKLAYER .....	\$ 21.96	0.00
CARPENTER.....	\$ 20.53	0.00
CEMENT MASON/CONCRETE FINISHER...\$	21.44	10.23
ELECTRICIAN .....	\$ 25.63	9.51
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation) .....	\$ 20.49	3.85
LABORER: Common or General.....\$	13.25 **	0.00
LABORER: Mason Tender - Brick...\$	15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....\$	16.00 **	0.00
LABORER: Pipelayer.....\$	16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe .....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	18.58	2.42
OPERATOR: Grader/Blade.....\$	21.50	0.00

PAINTER (Brush and Roller) .....	\$ 19.56	2.05
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 24.26	10.66
ROOFER .....	\$ 16.18 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and  
Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC  
20210

2. ) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC  
20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3. ) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC  
20210

4. ) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

**COLORADO LABOR AND MATERIAL BOND**

Institution/Agency: Colorado Mesa University  
Project No./Name: 1034-24-1 Wubben Science Art Walk

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of

\_\_\_\_\_ are held and firmly bound unto **the STATE OF COLORADO** acting by and through the Institution/Agency identified above hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written Amount) (Numerical Amount)

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

**WHEREAS**, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated

\_\_\_\_\_ for the construction of a PROJECT  
(Leave blank, to be completed by Institution/Agency)

identified above, which Contract is hereby by reference made a part hereof;

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

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

**IN WITNESS WHEREOF**, the Principal and the Surety have executed this Bond, , on

\_\_\_\_\_  
(If left blank, the Institution/Agency will date this bond to match the Contract date)

(Corporate Seal)

**THE PRINCIPAL**

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

(Corporate Seal)

**SURETY**

By: \_\_\_\_\_

Attorney-in-fact

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

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





STATE OF COLORADO  
 OFFICE OF THE STATE ARCHITECT  
 STATE BUILDINGS PROGRAM

**APPRENTICESHIP UTILIZATION CERTIFICATION**  
**(Public Projects of \$1 million or more)**

Institution/Agency: Colorado Mesa University  
 Project No./Name: 1034-24-1 Wubben Science Art Walk  
 General Contractor: \_\_\_\_\_

For each trade listed below attach documentation that all firms identified participate in apprenticeship programs as described in the Certification Statement below.

TRADE	SUBCONTRACTOR	UNION CERTIFICATION
<b>Mechanical</b>		
<b>Sheet Metal</b>		
<b>Fire Suppression</b>		
<b>Sprinkler Fitting</b>		
<b>Plumbing</b>		
<b>Electrical</b>		

**CERTIFICATION STATEMENT**                      **§ 24-92-115, C.R.S.**                      **(SB 19-196)**

The above named General Contractor certifies and agrees as follows:

That all firms identified above participate in apprenticeship programs registered with the United States Department of Labor’s Employment and Training Administration or state apprenticeship councils recognized by the United States Department of Labor and have a proven record of graduating apprentices at a minimum of fifteen percent of its apprentices for at least three of the past five years. The General Contractor shall supply supporting documentation from the United States Department of Labor’s office of apprenticeship verifying the certification.

The above documentation shall be made publicly available by the contracting agency through its website within thirty (30) days from when it is submitted.

The General Contractor shall agree to provide additional documentation to the contracting agency regarding affected apprenticeship training programs relating to the requirements above. If a contracting agency determines that a subcontractor has willfully falsified documentation or willfully misrepresented their qualifications, the agency shall direct the General Contractor to terminate the subcontractor contract immediately and the subcontractor will be immediately removed from the public project. At the discretion of the Director of the Department of Personnel, the State may initiate the process to debar the General Contractor pursuant to § 24-109-105, C.R.S., and may pursue any other remedy provided by law.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GENERAL CONTRACTOR:

\_\_\_\_\_  
 Full Legal Name  
 BY: \_\_\_\_\_