

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



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

STATE AGENCY: Insert Department's or IHE's Full Legal Name

DEPARTMENT ID: XXXX

CONTRACT ID #: Insert CMS Number & Encumbrance Number

PROJECT #: Insert OSC Project Number

PROJECT NAME: Insert Project Name as provided by the State Controller's Office

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

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 align="center">CONTRACTOR INSERT-Legal Name of Contractor</p> <hr/> <p align="center">By: Name & Title of Person Signing for Contractor</p> <p align="center">Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr/> <p align="center">By: Name & Title of Person Signing for Agency or IHE</p> <p align="center">Date: _____</p>
<p align="center">DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM State Architect (or authorized delegate)</p> <hr/> <p align="center">By: Name & Title of SBP Delegate</p> <p align="center">Date: _____</p>	
<p 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 Title of IHE CFO per the Fiscal Rules of the individual Institution of Higher Education</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Effective Date: _____</p>	

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

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

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

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EXHIBIT A: CONTRACTORS BID

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)

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EXHIBIT B: PERFORMANCE BOND

PERFORMANCE BOND (Form SC-6.22)

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EXHIBIT C: LABOR AND MATERIAL PAYMENT BOND

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

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EXHIBIT D: INSURANCE CERTIFICATE(S)

INSURANCE CERTIFICATE(S) (attached)

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EXHIBIT E: BUILDING CODE COMPLIANCE POLICY

**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>

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EXHIBIT F: STATE SALES AND USE TAX FORM

STATE SALES AND USE TAX FORM

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

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

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~~EXHIBIT H: APPRENTICESHIP UTILIZATION CERTIFICATIONS~~

~~APPRENTICESHIP UTILIZATION CERTIFICATIONS~~

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~~SUPPLEMENTARY GENERAL CONDITIONS: FEDERAL PROVISIONS~~

~~Supplementary General Conditions Federal Provisions~~

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

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