



**Request for Proposal
773-17P**

Construction Manager / General Contractor (CM/GC)

Due:

November 29, 2017
2:00 p.m. Mountain Time

Buyer:

CMC Purchasing Department
802 Grand Avenue
Glenwood Springs, CO 81601

REQUEST FOR PROPOSAL #773 -17P CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC)

Section I: Introduction

Colorado Mountain College (“CMC”) is a statutory local college district established in 1967, and includes three residential campuses, eight commuter campuses, a Distance Learning program and administrative offices. The District covers all or part of nine counties in Colorado, encompassing 12,000 square miles. Please visit our website at www.coloradomtn.edu for more information about our college.

CMC reserves the right to make multiple awards resulting from this RFP or to award no contract at all. CMC also reserves the right to reject any or all proposals on the basis of being unresponsive to this RFP or for failure to disclose requested information.

All documents, Addendum and Bid Sheets are posted at www.coloradomtn.edu/purchasing. This site will have all documents and updates.

Scope of Project

Colorado Mountain College’s Spring Valley Campus, located eight miles outside of Glenwood Springs, is requesting proposals from qualified General Contractors for the construction of the new Wellness & Leadership Center and renovation and expansion of the existing Summit Student Center.

Project Specifications-

Summit Student Center Renovation-The existing building was built in 1979 with a small addition completed in 2010. Since its construction in 1979 the Student Center has been used as a programmatic overflow zone to expand various departments, none of which function optimally due to space constraints. The original function of the Student Center, as a hub of student activity, gathering, dining and activities, has been compromised by squeezing a variety of different non-related functions into the building. An evaluation of the building indicated that a more fiscally responsible direction would be to remodel the facility with a new modern addition to increase the dining area and main gathering zone, and to focus the Center’s use on activities that enhance and support student activity and campus engagement. The desire to integrate current best practices for college student engagement and involvement in the renovated Center is critical. The College is currently in the programming and schematic design phase with the architect to develop an appropriate and responsive design to address the current and future needs of college aged students. The plan for the Student Center also includes a critical remodel of the gymnasium into a two-story office/lab/classroom space. The addition would create the desired high profile destination place for the campus and the remodel would help alleviate numerous campus wide space deficiencies.

Leadership and Wellness Center-To accommodate the remodel of the existing Student Center’s gymnasium into two floors of academic space, the gymnasium function needs to be moved to a new facility. The existing gymnasium is too small for the campus, suffers from overlapped scheduling, is too small for graduation ceremonies and limits recruitment of summer programs that serve as a revenue resource for the campus. The Leadership and Wellness Center would also house the campus’s recreation and workout facilities – exercise classroom(s), space for weight-training and use of exercise/wellness machines, shower and locker room

facilities, general purpose classrooms and faculty/staff offices will also be a part of this building in order to provide for maximum flexibility to meet both internal and external audiences and needs. A larger Leadership and Wellness Center would positively impact recruitment and create opportunities for additional programs. The recommended location for the Leadership and Wellness Center is a beautiful knoll with a view of Mount Sopris, but other locations are still being studied at this time. By the time the College shortlists contractors for the interview process, we hope to have a location selected. The master plan recommends the Wellness & Leadership Center be constructed of metal building components to further reduce costs associated with the new building, but this is being evaluated by the design team against the sustainability goals.

CMC anticipates using a CM/GC approach to project delivery. A Guaranteed Maximum Price (GMP) and an updated project duration schedule will be established by the Architect and the CM/GC in conjunction with CMC. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, constructability, and will work closely with the Architect and CMC throughout the planning, design and construction phases of the project. Construction is estimated to commence in May 2018.

The process to be used in the selection of the CM/GC is comprised of two steps. STEP I is the Submittal of Prequalification as described in Section IV. STEP II is the Oral Interview/Cost Proposal as described in detail in Section V. A Selection Committee comprised of individuals who will be involved in the project and/or understand the required services associated with CM/GC will evaluate responses to this RFP for both STEPS. Upon completion of the evaluation of the Submittals of Prequalification, a limited number of firms will be invited to the oral interviews. Fee proposals will be required only from those firms who are interviewed and are to be submitted as indicated in this RFP. Both qualifications and cost will be considered in the final ranking of firms with qualifications given 80% of the value of the weighted criteria and fees for the Cost/ Proposal given 20%.

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

Minimum Qualifications

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

1. Provided CM/GC services within the last three (3) years for at least two (2) projects each in excess of \$15,000,000 (hard costs); and
2. Demonstrated specific CM/GC experience in projects of similar scope and complexity such as
 - Higher Education
 - Wellness Centers
 - Working in an occupied facility
 - Phased projects
3. Demonstrated bonding capability up to \$ 20,000,000 for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

Scope of Services

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

Construction Timeline

Construction is anticipated to start May of 2018 and be completed by April of 2019.

Submitting a Proposal for Prequalification

Specific proposal content requirements are described below in Section III & IV. The information provided herein is intended to assist proposers with a proper response to this RFP. CMC believes that this RFP provides interested proposers with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Proposers are encouraged to include additional information that will substantiate their service capabilities, product quality, and commitment to support your service. Any exceptions or alternate offerings to this request must be communicated. CMC reserves the sole right to determine what is considered to be "equivalent" or "equal".

Additionally, CMC recognizes you as the expert in this industry and we appreciate ideas that may improve the design or implementation of our project. Please submit your bid to the specifications provided and include information or ideas you may have that CMC should consider to improve our project. Our Selection Committee will carefully review these ideas and we will contact you with questions.

Submittals must not be longer than 25 pages (front and back equals one page). Bid responses must be submitted prior to close on Rocky Mountain E-Procurement System. CMC cannot accept a response that did not come through the right channel on time. CMC will not accept a proposal sent in any other manner. Visit <http://www.rockymountainbidsystem.com/> for help with customer service or other questions. Please make sure to leave time for unexpected technical or other trouble. You are encouraged to submit a day early. Sometimes submittals take longer to load than expected, if you run out of time before you are finished with your entire upload CMC will not be presented with the response.

Section II: Timeline

a. **JOB WALKTHROUGH.** There will be a mandatory walkthrough on November 8, 2017 at 10:00 a.m. Please note: The walkthrough will gather in the lobby of the Calaway Academic Center at the Spring Valley Campus and depart promptly as scheduled. Any contractor not present when the initial group leaves may not join the walkthrough.

WALKTHROUGH IS MANDATORY AND ALL CONTRACTORS MUST SIGN IN.

b. **TIMELINE MODIFICATION.** CMC reserves the right to modify this timeline at any time. Any changes will be posted to the CMC Purchasing Department's website as soon as the information is available. All times are Mountain.

TIMELINE	DATE	TIME
Issue date	NOVEMBER 1, 2017	4:00 p.m.
Pre-Proposal Walkthrough	NOVEMBER 10, 2017	1:00 p.m.
Questions and Clarifications Due (bids@coloradomtn.edu)	NOVEMBER 15, 2017	2:00 p.m.
Questions Answered	NOVEMBER 21, 2017	4:00 p.m.
STEP I: Prequalification Submittals Due http://www.rockymountainbidsystem.com/	NOVEMBER 29, 2017	2:00 p.m.
Interview Short List Announced	DECEMBER 8, 2017	4:00 p.m.
STEP II: Submit Cost Proposal Form	DAY BEFORE INTERVIEW	8:00 a.m.
Candidate Interview (if necessary – save the date)	DECEMBER 14 & 15, 2017	TBD
Negotiation of CM/GC Contract	DECEMBER 18, 2017 – JANUARY 15, 2018	
Target Award Date (Subject to Change)	FEBRUARY 1, 2018	4:00 p.m.

Section III: Instructions to Proposers

- a. Any submittal that does not respond to or meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- b. Please upload your submittal to Rocky Mountain e-Procurement in one single PDF file (this may require you to convert files and then combine them into the one PDF file) , including the following in this order:
- 1) Name, title and contact information of the official representative submitting your proposal.
 - 2) Legal company name, address, phone and email.
 - 3) RFP number and name as it appears on this document.
 - 4) Cover letter outlining the firm's number of years in business and brief description of your company's experience and qualifications. Please include resumes of professionals that you expect to have primary responsibility if you win this award if possible.
 - 5) Responses to the Selection Criteria described in Section IV.
 - 6) Other information or supporting documentation that you think our selection committee would benefit from reviewing in the decision process. Please submit as little as possible but as much as necessary.
 - 7) Minimum of three references with contact information for recent work that is similar in nature.
 - 8) Insurance certificate (for evidence of coverage only).
- c. Visit the Purchasing Department's website at www.coloradomtn.edu/purchasing. Here you will find our Vendor Registration Form, Insurance Requirements, W-9, tax exempt form and other information about doing business with CMC.
- d. Proposers should carefully read the information contained herein, and in any addenda, and submit a complete proposal to all requirements and questions as directed.
- e. Questions regarding this RFP should be submitted via email to bids@coloradomtn.edu. CMC will attempt to answer all relevant questions submitted to this email address prior to the question deadline in the timeline above. All such addenda issued by CMC prior to the time that proposals are received shall be considered part of the RFP. It shall be the proposer's responsibility to ensure all addenda have been received. Inquiries seeking information that is already posted on the College website or available in this RFP document will not be answered. Only those inquiries that CMC replies to which are made by formal written addenda shall be binding. Oral and other types of interpretations or clarifications will be without legal effect.
- f. Once you've uploaded your response to Rocky Mountain e-Procurement per the instructions in this document the RFP will be governed by the established timeline. CMC staff cannot see who or how many responses have been submitted to prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if Rocky Mountain e-Procurement accepts the document.
- g. Along with your RFP submit a certificate of liability insurance per the attached requirements for evidence only. If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- h. Please do not contact any member of CMC's staff, faculty or member of the selection committee directly regarding this proposal other than the Buyer listed in this document. Any**

attempt to do so will result in your firm's disqualification at the discretion of the Director of Purchasing and Contracts.

- i. CMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in CMC's best interest.
- j. Representations made within the proposal will be binding on proposer. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- k. Proposer recognizes and understands that any costs incurred by the proposer from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Submittal of Prequalification and Selection Criteria to be Selected for an Oral Interview

The Selection Committee for this project will evaluate proposals to identify the best value for CMC. Specifically, the Selection Committee will evaluate the following criteria in no order of importance:

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

a. QUALIFICATIONS OF THE FIRM

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

b. QUALIFICATIONS OF THE MANAGEMENT TEAM MEMBERS

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

c. PROJECT MANAGEMENT APPROACH

- Provide a strategic project approach summary: Include discussion of your firm's approach in providing successful CM/GC services based on prior experience in cost(\$18,000,000-\$20,000,000 in construction costs for the two projects), schedule and quality effectiveness. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).
- Provide a description of construction work the CM/GC has capability to competitively bid and self-perform, including qualifications to do such. It is the perception of CMC that subcontracting CM/GC construction work is in CMC's best interest in terms of price competition. CMC may, at its discretion, limit the types and amount of work CM/GC bids and self-performs.

d. PRIOR PROJECT EXPERIENCE/SUCCESS

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

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

i. Timeliness

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

ii. Budget Considerations

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

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

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

iii. Quality

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

iv. Services Disruption

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

v. Project Acceptability

Please discuss how your CM/GC services helped achieve owner satisfaction with regard to project quality and acceptability on each of your project examples.

vi. Compliance

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

e. MISCELLANEOUS CONSIDERATIONS

i. Claims/Litigation History of Firm

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

ii. Other

1. Please describe in no more than two pages, your experience with projects in Colorado's mountain communities and/or on the Western Slope.

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

Note: Criteria may be modified in subsequent addenda. CMC is not bound to accept the lowest priced proposal if that proposal is not the best value for CMC in the sole discretion of the CMC Selection Committee. Submission of a proposal indicates proposer's acceptance of the evaluation technique and recognition that some subjective judgments must be made by CMC during the selection process.

Section V: Cost Proposals for Oral Interviews

ONLY THOSE SELECTED FOR AN ORAL INTERVIEW SHALL SUBMIT A COST PROPOSAL

- a. A Cost Proposal Form is attached to this RFP to be utilized to summarize the fee proposal for the services.
- b. This RFP document, it's appendices, and any written addenda issued prior to the submittal of proposals, and written clarifications prior to the interview shall serve as the only basis for proposals.
- c. Upon due consideration and review of this document along with its appendices, written addenda, and written clarifications prior to the interview, the respondent does hereby submit the following proposal for CM/GC fees, consistent with the schedules provided in the Scope of Services. Respondents are hereby advised that it is CMC's desire to accelerate design and construction schedules where reasonably possible, without adverse cost impact.
- d. Respondent should complete the Cost Proposal Form by filling in all blanks on the form that follows.
- e. Respondents should include a separate detailed not-to-exceed reimbursable estimate
- f. Submit the Cost Proposal Form to bids@coloradomtn.edu.

Section VI: RFP Terms & Conditions

- a. **SUBMITTAL INSTRUCTIONS.** All submittals must adhere to the instructions provided above to be considered by the Selection Committee.
- b. **PROPRIETARY INFORMATION.** It is understood that the College is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and College's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. Please contact the CMC purchasing department if you feel you need to submit confidential information. Any information uploaded to Bidnet or otherwise submitted to CMC may be posted on our website or made available to third parties.
- c. **REFUSAL.** CMC reserves the right to refuse any and/or all proposals or any part thereof.
- d. **WITHDRAW PROPOSAL.** You may withdraw your proposal at any time prior to the date and time set for closing.
- e. **DISCUSSIONS/NEGOTIATIONS.** CMC reserves the right to contact any proposer for clarification of information submitted; CMC reserves the right to conduct discussions with Proposers, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Purchasing Director.

- f. **AWARD.** Awards shall be made to any or all responsible proposers whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. CMC reserves the right to ask for the “Best and Final Offer” from any or all proposers.
- g. **PRE-AWARD PRESENTATIONS.** The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information and answer questions from the Selection Committee.
- h. **CONTRACT.** The successful proposer is expected to enter into a standard contract with the College that will be based on the State of Colorado Form SC-6.4 Construction Manager/General Contractor Agreement with modifications. CMC may choose to add additional terms to this contract.
- i. **INDEMNIFICATION.** Successful Proposers shall indemnify and save CMC harmless from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Proposer in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.
- j. **INSURANCE.** Successful Proposers shall have their insurance company send the CMC Department of Risk Management a certificate of liability insurance compliant with the attached requirements.
- k. **PAYMENT AND PERFORMANCE BOND.** CMC requires payment and performance bonds for all construction projects greater than \$50,000. Please price the bonds separately when you submit your response.
- l. **ILLEGAL ALIENS.** By submitting a proposal, a Proposer certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- m. **LIMITATION OF MULTIPLE-FISCAL YEAR OBLIGATIONS.** All financial obligations of CMC under a contract resulting from this proposal subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

Section VII: Warranties, Representations and Acknowledgements of Proposer

- a. By submitting a proposal, proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by proposer in response to this RFP will not create a contract between CMC and proposer.
- b. By submitting a proposal, proposer offers and agrees to furnish to CMC the products and/or services described in its proposal, at the at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- c. By submitting a proposal, proposer represents and warrants that (1) proposer is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP; (2) proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances; (4) proposer understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that CMC will rely on such statements, information and representations in selecting the successful proposer. If selected by CMC as the successful proposer, proposer will notify CMC immediately of any material change in any matters with regard to which proposer has made a statement or representation or provided information.
- d. By submitting a proposal, the proposer agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Colorado Mountain College Insurance Requirements

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with Colorado Mountain College ("CMC") must maintain the following types of insurance with minimum limits of liability as stated below for the duration of the contract. Please send these requirements to your insurance agent or broker and have them provide a compliant Certificate of Liability Insurance (preferably a standard Acord form) to CMC.

Certificates of Liability Insurance evidencing the coverage, limits and endorsements outlined below must be issued by the insurance agent or carrier at least (5) working days prior to contract execution or work commencing.

Note: Additional coverage may be required dependent upon the nature and scope of services provided and/or work performed. Requests for exceptions to these requirements must be discussed with and approved by CMC Risk Management prior to contract execution or work commencing.

Coverage

Commercial General Liability (CGL)

Minimum Required Limits

**\$1,000,000 Occurrence/\$2,000,000 Aggregate Per Project
\$2,000,000 Products / Completed Operations Aggregate**

The Vendor shall maintain CGL insurance covering all operations by or on behalf of the contractor, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will include the following provisions at a minimum: occurrence form; personal injury; underground, collapse and explosion; contractual liability; defense in addition to the limits of liability; products and completed operations; and a severability of interests provision. Vendor will maintain Completed Operations coverage required herein in full force and effect until the expiration of any applicable statutes of limitations. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Automobile Liability

\$1,000,000 Combined Single Limit

If Vendor uses any type of motor vehicle to perform a service for CMC, Vendor shall provide Automobile Liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, scheduled, hired or non-owned by vendor/company providing bodily injury, including death, and property damage coverage. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Workers' Compensation

Statutory Limits (\$100,000/\$500,000/\$100,000)

Vendor shall maintain the coverage required by the state for Workers' Compensation / Employer's Liability insurance. The policy shall contain a Waiver of Subrogation in favor of CMC. If Vendor is not required by the state to carry Workers' Compensation / Employer's Liability insurance and officers have rejected coverage, Vendor is required to provide a Declaration of Independent Contractor Status form.

Umbrella Liability

\$5,000,000

The Vendor will maintain umbrella /excess liability on an occurrence basis in excess of commercial general liability, auto liability and employer's liability insurance described above. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Builders' Risk or Installation Floater

Limits Equal to Completed Value of Project

Vendor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, including flood and earth movement, replacement cost basis with no coinsurance requirements and including coverage

for soft costs, transit, off-site storage, permission to occupy and if applicable, equipment breakdown including testing. Colorado Mountain College, a Local College District, the Contractor, and sub-contractors of any tier shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by CMC. Contractor is responsible for any policy deductibles.

Contractors Pollution Liability

\$1,000,000 Occurrence/\$2,000,000 Aggregate

Vendor shall maintain Contractors Pollution Liability limits of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including cost and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Additional Provisions

CMC requires that insurance carriers be licensed or approved to conduct business in the State of Colorado and have a minimum A.M. Best Rating of A- VII.

Vendor shall require in all Vendor's subcontracts, if any, the same limits and coverage required herein.

Each insurance policy shall state that CMC will receive thirty (30) days prior written notice of any cancellation, or non-renewal, of the Vendor's insurance policies. In the event Vendor's insurers are unwilling to comply with this provision, Vendor will provide the required notice to CMC. Renewal certificates should be automatically sent to CMC.

Certificate Holder:

Colorado Mountain College, a Local College District
Risk Management Department
802 Grand Avenue
Glenwood Springs, CO 81601

Questions regarding CMC's Insurance Requirements should be directed to Gina Pedrick: gpedrick@coloradomtn.edu
Phone: 970-947-8375 Fax: 970-384-8507