STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM



REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES

For The

Trinidad State College

For The

Freudenthal Library Renovation - Phase 1

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES

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ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES REQUEST FOR QUALIFICATIONS DEPARTMENT OF EDUCATION

I. INTRODUCTION

A. PROJECT DESCRIPTION

The Trinidad State College Freudenthal Library Building is a 3-story, approximately 34,000 gross square-foot building, built in the 1940s, that currently houses multiple programming and departmental needs within the College. In 2021, the College completed a Program Plan to renovate and repurpose or reprogram the facility. The Program Plan identified numerous deferred maintenance, ADA and security issues, as well as space-use inefficiencies.

The project consists of mainly interior improvements, though the Program Plan does identify recommended site improvements and a new main entry. The design shall adhere to Colorado Office of the State Architect, High Performance Certification Program criteria.

A major component of this project is phasing. The building must remain occupied during construction, and as such, the design of the renovations must accommodate phased construction. Additionally, the building houses not only library collections, but archaeological and historical artifacts that must be preserved during construction and given a proper, climate-controlled space within the new building layout.

Trinidad State College intends to select an Architect/Engineer/Consultant team for design and construction administration services in pursuit of Phase 1, as described in the Program Plan. Respondents to this RFQ should include a comprehensive design team, consisting of a project architect and all necessary engineers (e.g. structural, civil, mechanical, electrical, plumbing, fire protection, fire alarm, telecommunications, security, audio-visual, acoustical).

The total project budget for Phase 1, including design and construction costs, is **\$6,276,339**. The overall schedule/duration of the project is **24 months**, with a 9-month design duration followed by 12-15 months of construction.

Should Phase 2 of this project become appropriated, and upon satisfactory performance during Phase 1, the contracted firm may be asked to submit a proposal for the continuation of the additional phase. Refer to the Program Plan for a description of the work to be provided in each Phase.

NV5 is currently engaged as the Owner's Representative (project manager) on the project.

B. MINIMUM REQUIREMENTS

Notice is hereby given that respondents must meet the following minimum requirements:

• Experience on a minimum of two separate projects within the last five (5) years designing renovations to buildings at an institution of higher education, with an individual project cost (hard + soft costs) of \$3 Million or more. Experience on a library or museum project is recommended, but not required.

• The principal architect, and sub-consultant principal engineers, shall be licensed in the State of Colorado for their respective professions.

C. PROJECT DELIVERY

The College anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. Through the use of an Architect and a Construction Manager/General Contractor, a Guaranteed Maximum Price (GMP) will be established in conjunction with the College. The CM/GC will evaluate, among other things, availability of materials and labor, project schedule, project costs as they relate to the established budget, and constructability, and will work with the Architect throughout the value engineering phases of the project. The selection process for the CM/GC will begin following the selection of the Architect.

D. SELECTION PROCESS

The selection of an architect/engineer/consultant will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will involve two stages: submittals will be screened and scored. A limited number of firms will be short listed and invited to participate in oral interviews. The [agency/institution] will attempt to negotiate a contract with the highest ranked firm following the interview segment. Following is additional information relative to the selection process:

1. <u>Mandatory Pre-submittal Conference:</u> To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to have College staff available to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. The pre-submittal conference will be held at:

10:00 AM, Mountain Time, January 31, 2022

Freudenthal Library Room name: Seminar A, room number 302

2. <u>Architect/Engineer/Consultant's Submittals</u>: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, **three (3)** copies of submittals must be provided. Submittals must be received at:

> Hard Copies to: Penny Bueno, Purchasing Trinidad State Junior College, Berg 109 600 Prospect Street Trinidad, CO 81082

Electronic Copy to: Victoria Horn, Victoria.Horn@nv5.com

Deadline for receipt (whether mailed or hand delivered) is: 2:00 PM Mountain Time, February 10, 2022.

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

- 3. <u>Screening Panel/Short List</u>: Submittals will be evaluated by a panel of individuals selected in accordance with state policies. The panel will review and score the submittals. Firms ranked the highest will be invited to an oral interview. It is anticipated no fewer than three (3) or no more than Five (5) will be interviewed.
- 4. <u>Oral Interviews</u>. It is anticipated that oral interviews will be conducted during the week of February 24, 2022. Interviews will be conducted at: Trinidad State College, 600 Prospect Street, Trinidad, CO 81082, or virtually, at the College's discretion. The time for interviews is to be determined. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing about the project approach proposed and in meeting the individuals who will act as the primary contacts with the Trinidad State College.

E. SCHEDULE

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

Advertisement
Pre-submittal Conference
Email Questions Due
Responses Due to all Firms
RFQ Submittal Due
Submittal Screening
A/E Interview List Released
A/E Oral Interviews (as scheduled)
Notify selected Contractor
Negotiation of A/E Contract
Contract Approval (projected)
Anticipated Design Start
Anticipated CM/GC Start
(if prior approval received from SBP)
Anticipated Construction Start/Finish

January 20, 2022 January 31, 2022 February 3, 2022 February 7, 2022 February 10, 2022 February 10 – 16, 2022 February 17, 2022 February 24, 2022 February 28, 2022 Feb. 28 – Mar. 14, 2022 March 15, 2022 March 21, 2022 May 30, 2022

Dec. 1, 2022 / Jan. 1, 2024

II. SUBMITTAL REQUIREMENTS

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

A. PROJECT TEAM

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

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

B. FIRM/TEAM CAPABILITIES

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

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

C. PRIOR EXPERIENCE

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

- □ Experience of the key staff and firm with projects of similar scope and complexity. Prior experience with a phased approach in an occupied building.
- Prior experience with the Construction Manager as General Contractor (CM/GC) delivery method.
- Prior experience with publicly-funded projects executed in accordance with the policies and procedures of the Colorado Office of the State Architect.
- Demonstrated success on past projects of similar scope and complexity.
- □ References.

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

D. PROJECT APPROACH

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

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

E. WORK LOCATION

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

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

Appendix A

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

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

Name of Firm:	Evalu	uator #:	Date:
Name of Project: RFQ REFERENCE MINIMUM REQUIREMENTS Y N If the minimum requirements have not been met, specify the reason(s):	Nam	e of Firm:	
RFQ REFERENCE Y N	Nam	e of Project:	
MINIMUM REQUIREMENTS Y N If the minimum requirements have not been met, specify the reason(s):	RFQ	REFERENCE	
If the minimum requirements have not been met, specify the reason(s):	MINI	MUM REQUIREMENTS	Y N
Acknowledgment and Attestation included: Y N SCORE (PROJECT SPECIFIC QUALIFICATIONS): Weight ² x Rating ³ = Score 1. PROJECT TEAM ¹ Weight ² x Rating ³ = Score 0. Qualifications and relevant individual experience. 5 x 0. Qualifications and relevant individual experience. 5 x 0. Unique knowledge of key team members relating to the project. 4 x 1. Experience on projects as a team. 3 x 2. Key staff involvement in project management and onsite presence. 3 x 3. Time commitment of key staff. 3 x 2. Qualifications and relevant subconsultant experience. 5 x 2. FIRM CAPABILITIES ¹ 3 x 2. Are the lines of authority and coordination clearly identified 5 x 3. Are the functions effectively integrated (e.g., subconsultants' roles delineated?) 4 x 3. PRIOR EXPERIENCE ¹ 4 x 3. PRIOR EXPERIENCE ¹ 5 x 3. Demonstrated success on past projects of similar scope and complexity. 5 x	If the	minimum requirements have not been met, specify the	e reason(s):
SCORE (PROJECT SPECIFIC QUALIFICATIONS): Weight ² x Rating ³ = Score 1. PROJECT TEAM ¹ Qualifications and relevant individual experience. Unique knowledge of key team members relating to the project. Experience on projects as a team. Key staff involvement in project management and onsite presence. Time commitment of key staff. Qualifications and relevant subconsultant experience. Time commitment of key staff. Qualifications and relevant subconsultant experience. 2 x =	Ackn	owledgment and Attestation included:	Y N
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Demonstrated success on past projects of similar scope		scope and complexity.	5 x=
		Demonstrated success on past projects of similar sco	ope
$\Box \text{ References} \qquad \qquad$		and complexity. References	2 x=

4. PROJECT APPROACH¹

 Budget methodology/cost control. Quality control methodology. Schedule maintenance methodology. 	3 x= 3 x= 3 x=
5. WORK LOCATION ¹	

- Proximity of firm's office as it may affect coordination with the state's project manager and the potential project location.
- □ Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

3 x	=
2 x	
2 x	=

4

TOTAL SCORE:

NOTES:

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

Appendix A1

STATE BUILDINGS PROGRAM ORAL INTERVIEW SELECTION/EVALUATION FORM ARCHITECTURAL/ENGINEERING/CONSULTANT SERVICES

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

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

SCORE (OVERALL QUALIFICATIONS) ¹ :	Weight ² x Rating ³ = Score
1. PROJECT TEAM ¹	5 x =
2. TEAM CAPABILITIES ¹	4 x =
3. PRIOR EXPERIENCE ¹	5 x =
4. PROJECT APPROACH ¹	3 x =
5. WORK LOCATION ¹	2 x =
TOTAL SCORE:	4

NOTES:

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

Appendix A2

STATE BUILDINGS PROGRAM FINAL RANKING MATRIX

QUALIFICATION BASED SELECTION

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

FIRM	QUALIFICATIONS SCORE ¹				CUMULATIVE ² TOTAL SCORE	RANK ³		
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6		

NOTES:

1. Insert total score from each evaluator's PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORMS. DO NOT combine scores of the two evaluations.

- 2. Add all evaluators' total scores to determine the cumulative score. NOTE: Each firm's cumulative total score should be as a percentage of the total points available.
- 3. Rank all firms with the highest scoring firm being the most qualified.

Appendix B

ARCHITECT/ENGINEER/CONSULTANT CONTRACT (STANDARD OR CM/GC FORMAT)

STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM



ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (STATE FORM SC-5.2)

DEPARTMENT ID:	
CONTRACT ID #:	
PROJECT #:	
PROJECT NAME:	
VENDOR NAME:	

STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (STATE FORM SC-5.2)

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EXHIBITS:

- A. Architect/Engineer Proposal (including Design Services Schedule and Certificates of Insurance)
- **B.** Wage Rates Schedule
- **C.** Approved State Building Codes (Exhibit A of the Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections)
- **D.** Code Compliance Plan Review Procedures (Exhibit B of the Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections)
- E. Design Requirements/Facilities Program Plan/Sustainability Goals (as applicable)
- F. Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI-1), (required at contract signing prior to commencing work)

STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (STATE FORM SC-5.2)

Department ID: Contract ID #: Project #:

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the <u>(agency)</u>, hereinafter referred to as the Principal Representative, and <u>(vendor name)</u> having its offices at <u>(vendor address)</u> engaged to serve as Architect/Engineer, hereinafter referred to as Architect Engineer.

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

RECITALS

WHEREAS, the Principal Representative intends to procure <u>(project name)</u> hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number ______, Account Number ______; and

WHEREAS, the State has Appropriated and the Principal Representative has been authorized to expend the total sum of ______ Dollars (_____); for this project including all professional services, *Program Management services*: construction manager/general contractor services, construction/ improvements, project contingencies, furnishings, movable equipment, reimbursable expenses and miscellaneous expenses; and

WHEREAS, funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in Article 3.5.

WHEREAS, the Principal Representative has established the Fixed Limit of Construction Cost in the amount of ______ Dollars (______); and

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

WHEREAS, the Architect/Engineer was selected and determined to be the most qualified, and fees were negotiated in accordance with the provision of Title C.R.S. § 24-30-1401 et seq., as amended; and

NOW THEREFORE,

The Principal Representative and the Architect/Engineer, for the considerations hereinafter set forth, agree as follows:

ARTICLE 1. BASIC SERVICES OF THE ARCHITECT/ENGINEER

1.1 THE SERVICES

1.1.1 The Architect/Engineer's services shall be provided in conjunction with the services of the Construction Manager/General Contractor, hereinafter referred to as Construction Manager or CM, as set forth in the Contract between the State and Construction Manager, hereinafter referred to as the Construction Manager Contract. The Architect/Engineer's services shall consist of _____ design phases hereinafter set forth and include normal architectural, structural, mechanical, electrical and civil engineering services; landscaping if any; space planning/interior layout; and any other services included in this Agreement as delineated in the proposal letter dated _____ , submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as Exhibit A. Numerous exhibits developed over a period of time are also attached to and made a part of this Agreement, some of which may be in conflict with other exhibits or portions of this Agreement. In the event of any conflict in any of these, the greater service shall be included in the professional services provided and the contract sum without additional compensation to be superseded by applicable amendment sum or supplement.

In the performance of the professional services, the Architect/Engineer 1.1.2 acknowledges that time is critical for Project delivery and that portions of the work shall have their design completed as separate Bid Packages and ready for construction before other portions of the work are fully designed. It is further recognized that this accelerated approach to construction utilizing the services of an Architect/Engineer and a Construction Manager/General Contractor is a unique concept and that its feasibility requires maximum cooperation between all parties. It is also recognized that the services to be rendered by the Construction Manager and the interrelationships and coordinative aspects thereof are not traditional. The Architect/Engineer has, however, reviewed the Construction Manager Contract and accepts the terms thereof as expressing a workable concept. In furtherance thereof, in the event there appears to be a duplication, overlap, or conflict of responsibility or duties between the Architect/Engineer and the Construction Manager, or an absence of designation, the question shall be submitted to the Principal Representative for determination. The Architect/Engineer shall abide by the decision of the Principal Representative provided it does not require the performance of services beyond what was reasonably contemplated and accepted by the Architect/Engineer as its responsibility.

1.1.3 The Architect/Engineer further acknowledges that the Fixed Limit of Construction Cost recited above as the Principal Representative's expenditure limit is intended to cover the entire cost of the Project and is sufficient therefore and has been fully appropriated. The Architect/Engineer therefore agrees to cooperate fully with the Principal Representative in the design and construction aspects to keep within these limitations.

1.1.4 The number of Bid Packages shall be established at ______. Should the Principal Representative request additional or fewer Bid Packages than the established number, the cost involved in development of additional or the deletion of proposed bid packs shall be reflected in an Amendment to the Agreement for Additional Services.

1.1.5 The Architect/Engineer shall participate in sessions at the close of Schematic Design Phase, Design Development Phase, and as Construction Documents are finalized for each Bid Package. These Project Design Review Sessions shall be attended by the Architect, and a representative of the Principal Representative. The purpose of the Project Design Review Sessions is to (1) ensure consistency with the design intent; (2) ensure complete, coordinated, constructible and cost-effective designs for all disciplines (e.g. architectural, structural, mechanical, electrical); (3) ensure that the design documents are code compliant; (4) endeavor to confirm that all Work has been included and described in sufficient detail to ensure complete pricing of the Work; and (5) allow for phased construction. The Architect/Engineer shall collect all design review comments from the various participants, provide reports to the Principal Representative, and ensure that with the issuance of each progress set of design documents all comments have either been incorporated or resolved to the satisfaction of the Principal Representative.

1.1.6 The Architect/Engineer shall participate in formal value engineering workshops at the end of the Schematic Design Phase and the Design Development Phase, bringing multidiscipline cost estimating and design experts to evaluate alternative designs, systems and materials.

1.1.7 The Architect/Engineer shall make certain to the best of its knowledge, information and belief, that the drawings and specifications prepared by it are in compliance with the Approved Codes as adopted by State Buildings Program (as a minimum standard) as indicated in **Exhibit C**, Approved Codes. Other more restrictive standards as specified by the Principal Representative are as indicated in **Exhibit C**. Drawings and specifications are to be reviewed by the State's approved Code Review Agents at the appropriate phases and with the required information as described in the attached Code Compliance Reviews, **Exhibit D**.

1.2 QUALIFICATIONS

1.2.1 The services shall be performed by the Architect/Engineer or by consultants licensed or registered by the State of Colorado as required by law. If these special consulting services are to be performed by professionals in the Architect/Engineer's employ, then the services must currently be and have been for at least two (2) years previously, regularly a service of the Architect/Engineer's organization.

1.2.2 In the event the Architect/Engineer does not have as part of its regular staff and services certain professional consultants and consulting services, such as but not limited to, architectural, structural, mechanical, electrical, civil, landscaping, and/or space planning/interior layout, then such consulting services shall be performed by practicing professional consultants.

1.2.3 All professional consultants, staff or practicing, must be retained for the duration of the Project, provided, however, that acceptable replacements must have prior approval, in writing, by the Principal Representative which approval shall not be unreasonably withheld.

1.2.4 Prior to designating a professional to perform any of these services, the Architect/Engineer shall submit the name, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the Principal Representative, and receive approval in writing therefrom.

1.2.5 No consultant shall be engaged or perform work on the Project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the Project, provided, however, that in unusual circumstances and with

full disclosure to the Principal Representative of such interest, the Principal Representative may permit a waiver, in writing, in respect to the particular consultant.

1.2.6 The Architect/Engineer shall designate all of its consultants in **Exhibit A**, which list may only be modified in accordance with paragraph 1.2.4 or 1.2.5

1.3 PRE-DESIGN PHASE

1.3.1 As designated and defined in the Architect/Engineer's Proposal **Exhibit A**.

1.4 SCHEMATIC DESIGN PHASE

1.4.1 The Architect/Engineer or its duly authorized representative shall attend regular meetings with the Principal Representative and the Construction Manager, and such additional meetings as the Principal Representative may request or as may be requisite to a complete understanding of the Project. All regular meetings shall be scheduled by the Architect/Engineer with the agreement of the Construction Manager and approval of the Principal Representative. The Architect/Engineer shall document all such conference notes and distribute same to the Principal Representative.

1.4.2 The Architect/Engineer shall review the design program furnished by the Principal Representative and/or as prepared under separate contract by the Architect/Engineer, including the approved Facilities Program Plan, to ascertain the requirements of the Project and shall refine the design program in accordance with **Exhibit E**, reviewing and confirming the understandings of these requirements and other design parameters with the Principal Representative.

1.4.3 During the progress of the Schematic Design Phase, the Architect/Engineer shall keep the Construction Manager informed of changes in requirements or in materials, equipment, component systems and types of construction as the drawings and specifications are developed so that the Construction Manager can formulate the Estimates of Construction Cost and the Guaranteed Maximum Price appropriately.

1.4.4 The Architect/Engineer shall review with the Principal Representative and Construction Manager site use and improvements, selection of materials, building systems and equipment, construction methods, and methods of Project delivery.

1.4.5 Based on the mutually agreed upon design program and the Fixed Limit of Construction Cost, the Architect/Engineer shall prepare, for acceptance by the Principal Representative, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design Documents shall be prepared in sufficient detail and number to come to an agreement on the basic design of the Project.

1.4.6 At intervals appropriate to the progress of the Schematic Design Phase, the Architect/Engineer shall provide copies of schematic design studies for the Construction Manager's review, monitoring, and input, for the in-progress work and any completed components thereof, which will be completed so as to cause no delay to the Architect/Engineer. The purpose of such input shall address efficiency of materials, constructability, availability of components and compatibility of systems.

1.4.7 At intervals appropriate to the progress of the Schematic Design Phase, the Architect/Engineer shall provide the Principal Representative with copies of all materials, documents, and studies necessary to permit the Principal Representative to monitor, review, provide input to, and any necessary acceptance of, the Schematic Design Phase in progress and completed components thereof. This reviewing process shall be made so as to cause no delay to the Architect/Engineer. The Architect/Engineer shall respond in writing to the Principal Representative's comments resulting from this reviewing process.

- 1.4.8 At the completion of the Schematic Design Phase, the Architect/Engineer shall:
 - .1 Provide (____) complete sets of drawings, outline specifications and construction materials, and such other documents necessary to fully illustrate the Schematic Design Phase to the Principal Representative and solicit its acceptance;
 - .2 Provide (__) complete sets of drawings and (1 reproducible) complete set, outline specifications and construction materials, and such other documents necessary for the Construction Manager to prepare an estimate of the cost of construction;
 - .3 Assist the Construction Manager in reviewing and verifying such Estimates of Construction Cost;
 - .4 Independent of the Construction Manager, prepare and submit to the Principal Representative a construction cost estimate which will serve as a Statement of Probable Cost.

1.4.9 The Architect/Engineer shall also prepare a written report, accompanied by drawings, setting forth the following as a minimum:

- .1 Analysis of the structure as it relates to the Approved Codes as defined in Exhibit D, including responses to the State's Code Review Agent;
- .2 Recommend site locations and scope of site development;
- .3 Correlation of spaces with approved State standards;
- .4 Conceptual drawings of floor plans, elevations, section, and site plan;
- .5 Conceptual drawings and descriptions of project plumbing, mechanical and electrical systems as necessary;
- .6 Area computations, gross square footage and net square footage, and volume;
- .7 Outline of proposed construction materials;
- .8 Review of time anticipated for the Construction Phase(s);
- .9 Written description of the bid packaging strategy agreed upon with the Construction Manager/General Contractor.

1.4.10 The above Schematic Design data shall be subject to the acceptance in writing by the Principal Representative, Construction Manager and State Buildings Program.

1.4.11 Architect/Engineer shall also assist the Construction Manager in the preparation of the Construction Manager's written report at the end of the Schematic Design Phase summarizing the Construction Manager's value engineering activities.

1.5 DESIGN DEVELOPMENT PHASE

1.5.1 Based on the written acceptance of the Schematic Design Documents and any adjustments authorized by the Principal Representative in the design program or the Fixed Limit of Construction Cost, if any, the Architect/Engineer shall prepare, for acceptance by the Principal Representative and State Buildings Program the Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Design Development Documents ball be developed in sequence replicating the proposed Bidding Packages.

1.5.2 During the progress of the Design Development Phase the Architect/Engineer shall keep the Construction Manager informed of changes in requirement or in materials, equipment, component systems and types of construction as the drawings and specifications are developed so that the Construction Manager can formulate the Estimates of Construction Cost and the Guaranteed Maximum Price appropriately.

1.5.3 At intervals appropriate to the progress of the Design Development Phase, the Architect/Engineer shall provide copies of Design Development studies for the Construction Manager's review, monitoring and input, to the in-progress Work and any completed components thereof, which will be completed so as to cause no delay to the Architect/Engineer. The purpose of such input shall address efficiency of materials, systems, and components; constructability within acceptable means; availability of materials, systems, and components; and cost control.

1.5.4 At intervals appropriate to the progress of the Design Development Phase, the Architect/Engineer shall provide the Principal Representative with copies of all materials, documents, and studies necessary to permit the Principal Representative to monitor, review, provide input to, and any necessary acceptance of, the Design Development Phase in progress and completed components thereof. This reviewing process shall be made so as to cause no delay to the Architect/Engineer. The Architect/Engineer shall respond in writing to the Principal Representative's comments resulting from this reviewing process.

1.5.5 At the completion of the Design Development Phase, the Architect/Engineer shall provide:

- .1 (___) complete sets of drawings, outline specifications and construction materials, and such other documents necessary to fully illustrate the Design Development Phase to the Principal Representative and solicit its acceptance.
- .2 (____) complete sets of drawings and (1 reproducible) complete set, outline specifications and construction materials, and such other documents necessary for the Construction Manager to prepare an estimate of the cost of construction.

1.5.6 The Architect/Engineer shall prepare a written report and drawings outlining in detail Design Development Documents from the accepted Schematic Design study. The report, when submitted for acceptance by the Principal Representative and the Construction Manager shall include as a minimum:

- .1 Analysis of the structure as it relates to the Approved Codes defined in **Exhibit D**, including responses to the State's Code Review Agent;
- .2 Site development drawings, defining the proposed scope of development including earthwork, surface development, and utility infrastructure;
- .3 Plans in one-line format of the proposed structural, mechanical, and electrical systems as necessary to define size, location and quality of equipment, materials, and constructions;
- .4 Floor plans including proposed movable equipment and furnishings and exterior elevations;
- .5 Cut-sheets and/or samples of proposed materials, equipment and system components including all such items normally specified under the Construction Specifications Institute, Specifications Format Divisions;
- .6 Proposed architectural finish schedule, HVAC, plumbing and electrical fixture schedules;
- .7 Outline specifications, using CSI format, identifying conditions of the contract, materials, and standards;
- .8 Review of the time anticipated for the Construction Phase(s).

These documents shall be of sufficient detail to allow the Construction Manager to enter into an agreement for the execution of the construction based on a Guaranteed Maximum Price.

1.5.7 The Architect/Engineer shall assist the Construction Manager in the preparation of the Construction Manager's written report at the conclusion of the Design Development Phase summarizing the Construction Manager's value engineering activities.

1.5.8 The Architect/Engineer shall make certain that to the best of its knowledge, information, and belief the drawings and specifications prepared by it are in full compliance with applicable codes, regulations, laws and ordinances, including both technical and administrative provisions thereof. Such drawings and specifications shall conform to the list of Approved Codes as defined in **Exhibit C.** If the Architect/Engineer shall deviate from such codes, regulations, law or ordinance, without written authorization to do so from the Principal Representative, then the Architect/Engineer shall, at its own expense, make such corrections in the Construction Documents as may be necessary for compliance.

1.5.9 The final Design Development Documents, revised as required by the Construction Manager's approved Guaranteed Maximum Price established within the recited Fixed Limit of Construction Cost, shall be subject to acceptance in writing by the Principal Representative and State Buildings Program.

1.5.10 Independent of the Construction Manager, the Architect/Engineer shall prepare and submit a construction cost estimate which will serve as an update of the Statement of Probable Construction Cost.

1.6 CONSTRUCTION DOCUMENTS PHASE

1.6.1 Based on the Principal Representative and State Buildings Program accepted Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction Manager's Guaranteed Maximum Price, if any, authorized by the Principal Representative, the Architect/Engineer shall prepare, for acceptance by the Principal Representative, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

1.6.2 During the progress of the Construction Document Phase, the Architect/Engineer shall keep the Construction Manager informed of any changes in requirements or in construction materials, systems or equipment.

1.6.3 At intervals appropriate to the progress of the Construction Document Phase, the Architect/Engineer shall provide copies of documents for the Principal Representative and the Construction Manager's review, monitoring and input to the in-progress Construction Document Phase and any completed components thereof, which will be completed so as to cause no delay to the Architect/Engineer. These intervals shall be no fewer than at 50% and 95% completion of the Construction Documents Phase. The Architect/Engineer shall respond in writing to the Principal Representative's review comments.

1.6.4 These Construction Documents, when each Bid Package is submitted for approval, shall include:

- .1 (___) complete sets and (1 reproducible) complete set of architectural, civil, site development, structural, mechanical and electrical drawings as appropriate to assist in the definition of the submitted Bid Package;
- .2 Complete Bidding Documents including architectural, structural, mechanical and electrical specifications for that Bid Package. The format for these technical specifications shall be the current edition of *MasterFormat* published by the Construction Specifications Institute;
- .3 The title sheet shall contain the International Building Code (I.B.C.) occupancy type, construction type, gross square footage and net square footage, and gross building volume;
- .4 Each Bidding Package, as appropriate, shall contain a Code Compliance Plan as per **Exhibit D**, Code Compliance Reviews, that defines area separation, fire and smoke barriers, exits, exit passages, and exit enclosures.

1.6.5 The Architect/Engineer shall assist the Construction Manager in preparation of the Construction Manager's written report summarizing the Construction Manager's value engineering activities through the completion of this phase of the work.

1.6.6 The final Construction Documents shall be subject to the final acceptance by the Principal Representative, Construction Manager and State Buildings Program in writing.

1.7 BIDDING PHASE

1.7.1 The Architect/Engineer, following the Principal Representative's and State Buildings Program' approval of the Construction Documents, shall assist the Construction Manager in obtaining bids conforming to the requirements of C.R.S. § 24-103-202(7), as

amended, by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The Architect/Engineer shall assist the Construction Manager in conducting mandatory pre-bidding conferences with all principal bidders and pre-award conferences with successful bidders.

1.7.2 The Architect/Engineer shall consult with and make recommendations to the Principal Representative pertaining to the Construction Manager's proposed subcontractors.

1.7.3 In addition to the copies required for the preceding design phases, the Architect/Engineer shall furnish copies of the Construction Documents for each Bid Package as follows, subject to limitations hereinafter set forth

- .1 For Bidding Documents: (____) sets and (1 reproducible) complete set to ensure distribution among contractors and subcontractors in accordance with the advertisement for bids.
- .2 For Contract Documents: The Principal Representative will require (____) sets of Contract Documents. The Contract Documents for each Bid Package, bearing the professional seal and signature of the Architect/Engineer and the appropriate responsible professional engineering consultants, are to be signed by the Construction Manager and Principal Representative at each contract signing conference. The Architect/Engineer acknowledges that prior to the contract signing conference and State Buildings Program authorizing the Notice to Proceed to Commence Construction Phase State Form SBP-7.26 a Letter of Compliance must be obtained from the State's Code Review Agent verifying that the contract Documents and all addenda, value engineering recommendations and all other changes to the bidding documents are in compliance with the applicable codes as adopted by State Buildings Program as indicated in **Exhibit C**.
- .3 For Construction: The Construction Manager shall be furnished with (____) sets or partial sets of the Contract Documents to insure prompt prosecution of the work.
- .4 (____) complete sets of drawings and specifications shall be the maximum required to be furnished by the Architect/Engineer. The Principal Representative will pay for all other sets of documents or partial sets of documents required at the cost of reproduction.

1.7.4 The Architect/Engineer shall assist the Principal Representative and Construction Manager in the preparation of the necessary bidding information, bidding forms and amendments to the Construction Manager Contract, to include the respective Bid Packages.

1.7.5 The Architect/Engineer shall assist the Principal Representative and Construction Manager in connection with the Principal Representative's responsibility for filing documents required for approvals of governmental authorities having jurisdiction over the Project.

1.7.6 At the completion of each bidding package, the Architect/Engineer shall prepare independent of the Construction Manager and present to the Principal Representative an update of the Design Development Statement of Probable Construction Cost for each specific Bid Package and the project total.

1.7.7 Prior to the Authorization to Commence Construction Phase for the first Bid Package, the Architect/Engineer and the Construction Manager shall certify that the entire Project has been completed through at least the Design Development Phase of the Architect/Engineer's Agreement and the Construction Manager shall certify that the sum of all proposed individual Bid Package Guaranteed Maximum Prices total the Project Guaranteed Maximum Price. This Project Guaranteed Maximum Price shall be equal or less in sum to the Fixed Limit of Construction Cost. It is agreed that only when those conditions are met and accepted by the Principal Representative may the Authorization to Commence Construction Phase be issued for the first Bid Package.

1.8 CONTRACT ADMINISTRATION PHASE FOR MULTIPLE SEPARATE BID PACKAGES

1.8.1 The Construction Phase will commence with the award of the initial Bid Package and, together with the Architect/Engineer's obligation to provide basic services under this Agreement, will end upon expiration of the one (1) year warranty period from the Notice of Substantial Completion or the Notice of Partial Substantial Completion of the construction.

1.8.2 The Architect/Engineer shall provide the Contract Administration and perform all of the duties to be provided by the Architect/Engineer for the Project as set forth in this Agreement and in the Contract Documents. The Architect/Engineer acknowledges that while most of the construction of the Project will be constructed through the Construction Manager, the State has reserved the right to perform portions of the work on the Project through its own forces or through separate contractors. The Architect/Engineer expressly agrees to perform all of the same services set forth herein and in the Contract Documents with the Construction Manager for any and all separate contractors engaged by the Principal Representative to perform work designed by the Architect/Engineer on the Project.

1.8.3 The Architect/Engineer and Construction Manager shall advise and consult with the Principal Representative during the construction phases. All instructions and written communications with the Construction Manager shall be copied to the Principal Representative. The Architect/Engineer shall have authority to act on behalf of the Principal Representative only to the extent provided in the Contract Documents.

1.8.4 The Architect/Engineer and its structural, mechanical and electrical engineers will visit the site at intervals appropriate to the stage of construction or otherwise agreed by the Principal Representative in writing to become generally familiar with the progress and quality of the Work to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials. However, the Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. On the basis of observation as an architect/engineer, the Architect/Engineer shall keep the Principal Representative informed of the progress and quality of the Work, and shall endeavor to guard the Principal Representative against defects and deficiencies in the Work.

1.8.5 If through no fault of the Architect/Engineer, trips to observe construction during the Construction Phase of the project are required in excess of those reasonably necessary to perform all Architectural/Engineering services described herein, the Architect/Engineer's compensation for the Construction Administration Phase shall be adjusted as an Additional Service for the cost to the Architect/Engineer of such trips, and paid in accordance with Article 3.2.

1.8.6 The Architect/Engineer shall provide notice to the Principal Representative of specific visits to be made during the various phases of construction and provide a written report of conditions observed, instructions given, and actions agreed to.

1.8.7 If requested by the Principal Representative, the Architect/Engineer shall provide, in addition to the above, a full-time representative on site during all regularly scheduled work hours. This representative shall have a minimum of 10 years' experience in work closely related to construction management/general contractor construction field administration and shall be approved by the Principal Representative in writing. If requested by the Principal Representative, the Architect/Engineer's compensation for the Contract Administration Phase shall be adjusted as an Additional Service and paid in accordance with paragraph 3.2.4. The Construction Manager shall provide the full-time representative with a suitable private office supported with standard office equipment including access to copiers, fax machines, etc.

1.8.8 From the time of the Construction Manager's on-site mobilization to the issue of the final Notice of Final Acceptance, the Architect/Engineer, or an appropriate consultant, shall observe for contract compliance, the following without limitation:

- .1 Bearing surfaces of excavations before concrete is placed
- .2 Reinforcing steel after installation and before concrete is placed
- .3 Structural concrete
- .4 Laboratory reports on all concrete testing
- .5 Structural steel during and after erection and prior to its being covered or enclosed
- .6 Steel welding
- .7 Mechanical and plumbing work following its installation and prior to its being covered or enclosed
- .8 Electrical work following its installation and prior to its being covered or enclosed
- .9 Compaction testing reports
- .10 Any special or quality control testing required in the Contract Documents

1.8.9 The observation contemplated in this article does not include the responsibility to conduct testing but does include the responsibility to confirm that tests were conducted as required in the Contract Documents as well as a review of the test results.

1.8.10 The Architect/Engineer shall exercise due diligence to safeguard the State against defects, deficiencies, noncompliance with the Contract Documents, and/or unsatisfactory workmanship. If, in the opinion of the Architect/Engineer, the Work is not being carried out in a sound, efficient, workmanlike and skillful manner, the Architect/Engineer shall promptly notify the Principal Representative and Construction Manager setting forth the reasons.

1.8.11 The Architect/Engineer shall keep accurate records with respect to the construction on the Project including fiscal accounting, changes in the work, directives, and other documentation to establish a clear history of the Project.

1.8.12 If at any time the Architect/Engineer delegates any of its responsibility for the observation of the Work to some other person, such other person must be properly qualified by training and experience to observe the work. The Principal Representative and State Buildings Program may review and approve the qualifications of all persons in writing, other than the Architect/Engineer, performing the functions of the Architect/Engineer in respect to the services required by this Agreement.

1.8.13 The Principal Representative and State Buildings Program may also have a representative observing the construction and its progress. Nothing contained herein shall in any way relieve the Architect/Engineer of its responsibilities for Contract Administration.

1.8.14 The Architect/Engineer shall attend all weekly or periodic job progress meetings.

1.8.15 The Architect/Engineer shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. The Architect/Engineer shall not be responsible for, nor have control over, the acts or omissions of the Construction Manager, subcontractors, any of their agents or employees, or any other persons performing any part of the construction, nor shall the Architect/Engineer be responsible for the Construction Manager's obligations.

1.8.16 The Architect/Engineer shall at all times have access to the construction wherever it is in preparation or progress.

1.8.17 The Architect/Engineer shall assist the Principal Representative in the review of the Construction Manager's Schedule of Values submitted in accordance with the Contract Documents. Further the Architect/Engineer shall attend a conference with the Construction Manager and the Principal Representative to finalize the Schedule of Values. The finalized Schedule of Values will serve as the basis for progress payments and will be incorporated into the form of Project Applications for Payment acceptable to the Architect/Engineer and the Principal Representative. The Architect/Engineer shall further participate in any revisions to the Schedule of Values as provided in the Contract Documents.

1.8.18 The Architect/Engineer shall see to the proper issuance of State form SC-7.2 used as the Construction Manager's Project Certificate and Application for Payment. The Architect/Engineer will, within five (5) working days after the receipt of each Project Application for Payment, review the Project Application for Payment and either execute a Project Certificate and Application for Payment to the Principal Representative for such amounts as the Architect/Engineer determines are properly due, or notify the Principal Representative and Construction Manager in writing of the reasons for withholding a Certificate.

1.8.19 The execution and issuance of a Project Certificate and Application for Payment, State form SC-7.2 shall constitute a representation by the Architect/Engineer to the Principal Representative that, based on the Architect/Engineer's observations at the site and on the data comprising the Construction Manager's Project Application for Payment, the construction has progressed to the point indicated; that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of construction is in accordance with the Contract Documents and that the Construction Manager is entitled to payment in the amount certified. However, the issuance of a State form SC-7.2, Construction Manager's Project Certificate for Payment shall not be a representation that the Architect/Engineer has made any examination to ascertain how or for what purpose the Construction Manager has used the monies paid on account of the previously issued Certificates.

1.8.20 The Architect/Engineer shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Construction Manager and all subcontractors. The Architect/Engineer shall render interpretations necessary for the proper execution or progress of construction, with reasonable promptness.

1.8.21 All interpretations and decisions of the Architect/Engineer shall be consistent with the intent of, and reasonably inferable from the Contract Documents, and shall be in writing or in graphic form and the Architect/Engineer shall send a copy to the Principal Representative and Construction Manager.

1.8.22 The Architect/Engineer's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and neutral in terms of cost impact.

1.8.23 The Architect/Engineer shall have authority to reject constructed work which does not conform to the Contract Documents, and whenever, in the Architect/Engineer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect/Engineer shall have authority to require special inspection or testing of constructed work in accordance with the provisions of the Contract Documents, whether or not such constructed work be then fabricated, installed or completed; but the Architect/Engineer shall take such action only after consultation with the Principal Representative. However, the Architect/Engineer's authority to act under the Contract Documents and any decision made by the Architect/Engineer in good faith either to exercise or not to exercise such authority shall not give rise to any duty on the part of the Architect/Engineer to the Construction Manager, any subcontractor of any tier, any of their agents or employees, or any other person performing any of the construction.

1.8.24 The Architect/Engineer shall review and approve or take other appropriate action upon Construction Manager's submittals such as shop drawings, product data and samples as indicated in the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activity of the Principal Representative, Construction Manager or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Construction Manager, all of which remain the responsibility of the Construction Manager to the extent required by the Contract Documents. The Architect/Engineer's review shall not constitute approval of a specific item nor indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.8.25 All changes in the work shall be documented on Change Order or Amendment State forms SC-6.31 and SC-6.0, supplied by the Principal Representative, and the Architect/Engineer shall keep a current record of all variations or departures from the Agreement as originally approved.

1.8.26 The Architect/Engineer shall prepare all Change Orders and Amendments for the Principal Representative and recommend for approval or disapproval in accordance with the Contract Documents, the Contract Sum, the Contract Time and Code Compliance. If necessary the Architect/Engineer shall prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted or modified. The Architect/Engineer shall review all requests for changes in the Work with such reasonable promptness as to cause no delay in the Work or in the activities of the Principal Representative, Construction Manager or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review.

1.8.27 The Architect/Engineer shall prepare and issue Emergency Field Change Orders as required by the Principal Representative, but such Emergency Field Change Orders shall be issued only in accordance with the policies of State Buildings Program to order extra work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Change Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay.

1.8.28 When the Work is substantially complete in the opinion of the Construction Manager, the Construction Manager is required to file a written Notice with the Architect/Engineer with an attached preliminary punch-list of remaining items to be completed or corrected. The Architect/Engineer shall thereafter notify State Buildings Program and the Principal Representative, that the work, in the opinion of the Construction Manager, is substantially complete under the terms of the Contract. This Notice shall receive prompt action by the notified parties.

1.8.29 When the Architect/Engineer determines after review of the Construction Manager's written Notice that the Work or a portion of the Work is ready for an inspection to determine whether the Work is substantially complete, the Architect/Engineer with the Principal Representative and the Construction Manager shall, within ten days of receipt of the Construction Manager's Notice, conduct a final inspection to determine whether the Work is substantially complete and in accordance with the requirements of the Contract Documents. State Buildings Program shall be notified of the final inspection. If the construction has been completed to the required state, a punch list shall be made by the Architect/Engineer in concert with the Principal Representative and Construction Manager in sufficient detail to fully outline to the Construction Manager:

- (a) Work to be completed, if any;
- (b) Work not in compliance with the Drawings or Specifications, if any;
- (c) Unsatisfactory work for any reason, if any;
- (d) Date for Completion of the Punch List Items.

1.8.30 If the Architect Engineer determines, after consultation with the Principal Representative, that the Work or a portion of the Work is complete, then the Architect/Engineer shall prepare the Notice of Substantial Completion, State form SBP-07 which the Architect Engineer shall transmit in writing to the Construction Manager and the Principal Representative for signature. The required number of copies of the punch list must be countersigned by the Construction Manager and the Principal Representative dy the Substantial Representative and will then be transmitted by the

Architect/Engineer to the Construction Manager, the Principal Representative, and State Buildings Program. The Construction Manager shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a manner satisfactory to the Architect/Engineer and State Buildings Program.

1.8.31 The Principal Representative may require the Architect/Engineer to make a reasonable number of additional inspections to confirm the completion of the punch list by the Construction Manager.

1.8.32 The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall establish the Date of Substantial Completion or the Date of Partial Substantial Completion and such date shall be the date of commencement of the Construction Manager's twelve month guarantee, except to the extent stated otherwise in accordance with the limited exceptions provided in the General Conditions of the Contract. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall state the responsibilities of the Principal Representative and the Construction Manager for security, maintenance, heat, utilities, property insurance premiums and damage to the finished construction as required. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall be submitted to the Principal Representative and the Construction Manager for their written acceptance of the responsibilities assigned to them in such Notice. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, or the Notice of Partial Substantial Completion, shall be submitted to the Principal Representative and the Construction Manager for their written acceptance of the responsibilities assigned to them in such Notice. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, or the in such Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall attach and incorporate the Architect/Engineer's final punch list and Construction Manager's schedule for the completion of each and every item identified on the final punch list.

The Principal Representative shall have the right to take possession of and to 1.8.33 use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Architect/Engineer shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the work. Prior to any occupancy of the Project, an inspection shall be made by the Architect/Engineer, State Buildings Program and the Construction Manager. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Architect/Engineer shall assist the Principal Representative in completing and executing State Form SBP-01 Notice of Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection.

1.8.34 The Construction Manager shall forward the completed close-out documents to the Architect/Engineer for signature. Upon receipt from the Construction Manager of written notice that the Architect/Engineer's final punch list is sufficiently complete the Architect/Engineer shall make a final inspection of work remaining on the final punch list and prepare the Pre Acceptance Checklist State form SBP-05. The Architect/Engineer upon receipt and verification that the close-out documents and the items of work are complete, shall prepare and forward to the Principal Representative a letter (including the signed close-out documents) stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of observations and inspections, the Work, or designated portion thereof, has been completed in accordance with the terms and conditions of the Contract Documents and is ready for the issuance of a Notice of Acceptance or Notice of Partial Acceptance as appropriate. A Notice of

Partial Acceptance shall be based only upon the work for which a Notice of Partial Substantial Completion has been executed and all necessary items of work and other requirements have been completed.

1.8.35 Upon receipt from the Architect/Engineer of the letter recommending issuance of a Notice of Final Acceptance or a Notice of Partial Final Acceptance, the Principal Representative shall sign the Notice of Acceptance, State form SC-6.27, and forward to the Construction Manager for its approval and signature. The date of the Notice of Acceptance shall establish the date of final completion of the project. The Notice of Acceptance must be fully executed before final payment is authorized or the project advertised for Final Settlement.

1.8.36 The Architect/Engineer shall receive and forward to the Principal Representative for review, written warranties and related close-out documents assembled by the Construction Manager and reviewed and approved by the Architect/Engineer as consistent with the Contract Documents. A summary of all such requirements shall be located consistently within individual sections of the Specifications. When such materials have been received and approved the Architect/Engineer shall certify the Construction Manager's Final Application for Payment and forward the same to the Principal Representative

1.8.37 Except as otherwise agreed below in 1.9, POST CONSTRUCTION PHASE, the Architect/Engineer, the Principal Representative and the Construction Manager shall make at least two complete inspections of the work after the work has been accepted. One such inspection, the Six-Month Warranty Inspection, shall be made approximately six (6) months after the Date of Substantial Completion or the Date of Partial Substantial Completion; and another such inspection, the Eleven-Month Warranty Inspection, shall be made approximately eleven (11) months after the Date of Substantial Completion or the Date of Partial Substantial Substantial Completion. The Principal Representative shall schedule and so notify all parties concerned, including State Buildings Program, of these inspections.

1.8.38 Written lists of defects and deficiencies and reports of these observations shall be made by the Architect/Engineer and forwarded to the Construction Manager, and all of the other participants within ten (10) days after the completion of each observation. The Construction Manager is obligated in its agreement with the Principal Representative to immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a manner satisfactory to the Architect/Engineer and the Principal Representative. The Architect/Engineer shall follow through on all list items and notify the Principal Representative when such have been completed.

- 1.9 POST CONSTRUCTION PHASE
- 1.9.1 (As designated and defined in the Architect/Engineer's Proposal **Exhibit A**.)

ARTICLE 2. REIMBURSABLE EXPENSES

2.1 REIMBURSEMENT

2.1.1 Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer and Architect/Engineer's employees, associate Architect/Engineer, and consultants in the interest of the Project. Pay requests for reimbursable expenses shall be submitted with receipts,

statements or other acceptable supporting data. The Architect/Engineer understands and agrees that a lump sum dollar amount as enumerated in line (h) of Paragraph 3.1.1 has been established for all reimbursable expenses.

- 2.1.2 The Architect/Engineer shall be reimbursed for:
 - .1 All copies over those as required in accordance with the provisions in Articles 1.3, Pre-Design Phase; 1.4.8 Schematic Design Phase; 1.5.5, Design Development Phase; and 1.6.4, Construction Documents Phase; 1.7.3, Bidding Phase, and 1.8, Contract Administration for each of the Bid Packages;
 - .2 The cost of all items furnished by the Architect/Engineer in accordance with paragraphs 5.1.5, and 5.1.6 as requested by the Principal Representative.
 - .3 Fees of special consultants, if their employment is authorized in advance by the Principal Representative for other than the required architectural, structural, mechanical, electrical and civil engineering services; landscaping, if any; space planning/interior layout; and any other services included in this Agreement;
 - .4 Expense of data processing and photographic production techniques when used in connection with Additional Services;
 - .5 Expense of long distance telecommunications related to the performance of Basic Services;
 - .6 Expense of renderings, models and mock-ups requested by the Principal Representative other than those described in the designated services;
 - .7 Expense of mail, deliveries, mileage for local travel other than that necessary for the performance of Basic Services, and expense travel for special consultants as per Article 1 Basic Professional Services. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of State/Federal per diem rates as published in the travel section of the State Controller's Fiscal Rules, Meal and Incidental Per Diem Rates, Appendix A1;
 - .8 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Principal Representative in excess of that required in Article 8.

ARTICLE 3. BASIS OF COMPENSATION

3.1 PAYMENT

3.1.1 The total compensation for Basic Services fees (**b** through **f**), including a lump sum price for Reimbursable Expenses and, if applicable, Pre-Design and Post Construction Services fees (a and/or g), shall be allocated as follows:

(a) Pre-Design Phase (if applicable)

\$

(b)	Schematic Design Phase	\$
(c)	Design Development Phase	\$
(d)	Construction Documents Phase	\$
(e)	Bidding Phase	\$
(f)	Contract Administration Phase	\$
(g)	Post Construction Phase (if applicable)	\$
(h)	Reimbursable Expenses (Lump Sum)	\$
	TOTAL COMPENSATION	\$

3.1.2 Payments to the Architect/Engineer shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of the Applications for Payment.

3.2 ADDITIONAL COMPENSATION

3.2.1 The Scope of Services to be provided pursuant to this Agreement includes all architectural and engineering services described herein, all services to be provided by the Architect/Engineer as described in **Exhibit A**, Architect/Engineer's Proposal including items which under usual contracting for Architectural/Engineering services could be considered as additional services, and reimbursable items excepting those specifically identified in Article 5 of this Agreement to be reimbursed. All compensation set forth in Article 3.1 hereof shall fully compensate the Architect/Engineer and there shall be no further reimbursement or payment therefore, other than for Additional Services as hereinafter described. For purposes of this Agreement, Additional Services are defined as those not included within the Scope of Services as set forth in Article 3.1 or reasonably inferable therein, are not consistent with the approved Project program, and are specifically requested and approved in writing by the Principal Representative.

3.2.2 Subject to the provisions of paragraphs 6.5.1 and 6.5.2, if the Architect/Engineer is caused Additional Service, drafting or other expense due to changes ordered by the Principal Representative or by other circumstances beyond the Architect/Engineer's control and not occasioned by any neglect or default of Architect/Engineer, then the Architect/Engineer shall be reimbursed for such Additional Service.

3.2.3 Direct personnel expense is defined as the direct salaries of all the Architect/Engineer's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

3.2.4 The cost of such Additional Service including Principal Architect/Engineer's time, shall be paid at the agreed upon rates shown in the attached Wage Rate Schedule, **Exhibit B**.

3.2.5 For Additional Services of consultants, including associate Architect/Engineer, structural, mechanical, electrical and civil engineering services, the multiple 1.15 times the amounts billed to the Architect/Engineer for such services.

3.2.6 In addition, the Architect/Engineer shall also be reimbursed as described in Article 2.1 and paid as detailed in paragraph 3.2.2 related to the Additional Services.
3.2.7 The Architect/Engineer shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Principal Representative all records, canceled checks and other disbursement media to substantiate any and all requests for payments hereunder.

3.2.8 The expenditures under this provision shall be disapproved unless the Architect/Engineer first shall have filed with the Principal Representative an estimate of the maximum cost of such Additional Service and been authorized, in writing, by the Principal Representative to proceed. If such an estimate is filed with the Principal Representative, then payment shall not exceed the maximum cost estimated by the Architect/Engineer and approved by the Principal Representative.

3.2.9 Payment for such Additional Services shall be monthly upon presentation of the Architect/Engineer's statement of services rendered.

3.3 PAYMENTS WITHHELD

3.3.1 No deductions shall be made from the Architect/Engineer's fee on account of penalty, liquidated damages, or other sums withheld from payments to the Construction Manager or on account of changes in Construction other than those for which the Architect/Engineer is held legally liable.

3.4 ARCHITECT/ENGINEER'S ACCOUNTING RECORDS

3.4.1 Records of the Architect/Engineer's Direct Personnel, Consultant, and Reimbursable Expense pertaining to this Project and records of accounts between the Principal Representative and Construction Manager shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative or his authorized representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

3.5 CONDITION PRECEDENT

3.5.1 (At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Architect/Engineer only for performance of the services _____. Therefore, it shall be a Condition Precedent to the through and including Architect/Engineer's performance of the remaining services specified in and the State's Liability to pay for such performance, sufficient funding must be appropriated and Principal Representative made available to the for the Project prior to and, as a further Condition Precedent, a written Amendment is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the project. If either Condition Precedent is not satisfied by , the Architect/Engineer's obligation to perform services for (scope of work) and the State's obligation to pay for such service is discharged without liability to each other. If funding is eventually made available _____, the Architect/Engineer has no right to perform services after (article referencing scope of work) of this Agreement and the under State has no right to require the Architect/Engineer to perform the said services.)

ARTICLE 4. TIME

4.1 DESIGN SERVICES SCHEDULE

4.1.1 The Architect/Engineer shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect/Engineer shall submit for the Principal Representative's approval, a schedule (Design Services Schedule), **Exhibit A**, for the performance of the Architect/Engineer's services which may be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the Principal Representative's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect/Engineer's time schedule with the Project Schedule. This schedule, when approved by the Principal Representative, shall not, except for reasonable cause, be exceeded by the Architect/Engineer.

4.2 TERM

4.2.1 The term of this Agreement will end upon expiration of the one (1) year warranty period, or upon subsequent completion and acceptance by the Principal Representative of the Warranty Work identified or in progress at the end of such one (1) year warranty period, following the date of the Notice of Acceptance for the last remaining portion of work.

ARTICLE 5. PRINCIPAL REPRESENTATIVE

5.1 THE RESPONSIBILITIES

5.1.1 The Principal Representative shall provide full information regarding requirements for the Project through the State Buildings Program delegate, including assisting in developing a completed Design Program/Facilities Program Plan, **Exhibit E**, which shall set forth the State's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements. If a State Buildings Program delegate has not been authorized, then the Principal Representative together with State Buildings Program will designate an individual to act on behalf of the Principal Representative as designated in Article 12.10.

5.1.2 The Principal Representative shall establish the Fixed Limit of Construction Cost.

5.1.3 The Principal Representative shall designate a representative authorized to act in the Principal Representative's behalf with respect to the Project as indicated in Article 12.10. The Principal Representative, acting by and through such designated representative shall examine the documents submitted by the Architect/Engineer and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect/Engineer's services.

5.1.4 The Principal Representative shall retain a Construction Manager to manage and construct the Project. The Construction Manager's services, duties and responsibilities will be as described in the Construction Manager Contract. Once executed, the terms and conditions of the Construction Manager Contract will not be modified without notification to the Architect/Engineer.

5.1.5 The Principal Representative shall furnish a legal description and a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed

restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning location of service and utility lines, both public and private, above and below grade, including inverts and depths.

5.1.6 The Principal Representative shall furnish the services of geotechnical engineers or other technical or highly specialized consultants when such services are deemed necessary by mutual agreement between the Principal Representative and the Architect/Engineer. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

5.1.7 The services, information, surveys and reports as required and described in the preceding paragraphs 5.1.1 through 5.1.6, shall be furnished at the Principal Representative's expense, and the Architect/Engineer shall be entitled to rely upon their accuracy and completeness.

5.1.8 The Principal Representative shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the Principal Representative may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Construction Manager has used the monies paid by or on behalf of the Principal Representative. This shall not relieve the Architect/Engineer of reviewing the Construction Manager's Application for Payment for consistency with the current Schedule of Values.

5.1.9 If the Principal Representative observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Principal Representative to the Architect/Engineer.

5.1.10 The Architect/Engineer recognizes that the Principal Representative is a governmental body with certain procedural requirements to be satisfied. The Architect/Engineer has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Principal Representative and any other necessary government agency. Such time shall be identified in the preliminary project schedule including, without limitation, time for the State's Code Review consultants.

5.1.11 In the review process of the final Design Development Documents and Construction Documents for each Bid Package, the Architect/Engineer expressly agrees to the following times for concurrent review by the Principal Representative and the Construction Manager:

- .1 A period of _____(___) working days for the review of the Design Development Documents plus an additional _____(___) working days for final development of the Guaranteed Maximum Price.
- .2 A period of ______) working days at 50% and 95% completion of the construction documents together with an additional ______ (____) working days after receipt of all bid documents for each bid package.

ARTICLE 6. CONSTRUCTION COSTS

6.1 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

6.1.1 The Principal Representative shall provide a preliminary Project Budget to the Architect/Engineer which shall set forth a dollar amount available for the total Construction Cost of the Project, and include contingencies for bidding and construction and other costs which are the responsibility of the Principal Representative. The Architect/Engineer shall assist the Construction Manager in evaluating the Principal Representative's preliminary project budget.

6.1.2 A Fixed Limit of Construction Cost for the Project shall be established by the Principal Representative incorporating the portion of the Project Budget for construction of all elements of the Project designed or specified by the Architect/Engineer. The Fixed Limit of Construction Cost for the Project shall be subject to change only by the determination, in writing, of the Principal Representative.

6.2 CONSTRUCTION COST

6.2.1 When preparing any Estimates of Construction Cost or Statement of Probable Construction Cost, such documents shall include, but without duplication:

- .1 All labor, materials, equipment, tools, construction equipment and machinery, water and heat utilities, transportation, construction easements, and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated into the Project;
- .2 At current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Principal Representative;
- .3 Any State furnished equipment which has been designed, specified, selected or specifically provided for by the Architect/Engineer;
- .4 The Construction Manager's compensation for on-site personnel services and the cost of work provided by the Construction Manager;
- .5 All bond and property insurance premiums; and
- .6 Contingencies for bidding, price escalation, and construction as set forth above.

6.2.2 The Statement of Probable Construction Cost shall not include the compensation of the Architect/Engineer, the Architect/Engineer's consultants or any other sums due the Architect/Engineer under this Agreement, the costs of land, rights of way, financing or other costs which are the responsibility of the Principal Representative, or equipment installed by the Principal Representative under separate contract unless the Architect/Engineer is required by the Principal Representative to prepare drawings and specifications and observe the installation of such equipment.

6.3 CONSTRUCTION MANAGER COST ESTIMATES

6.3.1 By the terms of the Construction Manager Contract, the Construction Manager is obligated to prepare and furnish to the Principal Representative and the Architect/Engineer, Estimates of Construction Cost for the construction, and a Guaranteed Maximum Price proposal. The Construction Manager in preparing its Estimates of Construction Cost and

providing the Guaranteed Maximum Price, shall consult with the Architect/Engineer to determine what materials, equipment, components systems and types of construction are to be included in the Contract Documents, to recommend reasonable adjustments in the scope of the construction, and to include in the Contract Documents reasonable alternate items for bid so as to permit the adjustment of the Estimate of Construction Cost to the Fixed Limit of Construction Cost.

6.3.2 The Architect/Engineer shall provide reasonable cooperation to the Construction Manager in the development of Estimates of Construction Cost and the Guaranteed Maximum Price.

6.3.3 The Architect/Engineer shall promptly review the Estimate of Construction Cost and the Guaranteed Maximum Price proposal prepared and submitted by the Construction Manager, and advise the Principal Representative as to whether the Architect/Engineer concurs with each such estimate and the Guaranteed Maximum Price proposal and, if not, the reasons and details of where the Architect/Engineer disagrees.

6.4 ARCHITECT/ENGINEER COST ESTIMATES

6.4.1 The Architect/Engineer, as a design professional familiar with the construction industry, in addition to the Estimates of Construction Cost for the Project and Guaranteed Maximum Price proposal as developed by the Construction Manager, shall develop with the Schematic Design Phase its own Statement(s) of Probable Construction Cost.

6.5 FIXED LIMIT OF CONSTRUCTION COST EXCEEDED

It is recognized that neither the Architect/Engineer nor the Principal 6.5.1 Representative has control over the cost of labor, materials or equipment, over the subcontractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget or the Fixed Limit of Nothing contained in this Article 6 shall otherwise relieve the Construction Cost. Architect/Engineer from the responsibility of providing the services required to keep the Project within the Fixed Limit of Construction Cost for the Project. Responsibility for developing the final Statement of Probable Construction Cost and Estimate of Construction Cost, specifically the identification and resolution of all significant differences between the Statement and the Estimate, is a shared responsibility between the Architect/Engineer and the Construction Manager. Should disagreement or confusion involving overlapping or conflicting responsibilities or disagreement as to the Construction Manager's Estimate or Architect/Engineer's Statement of Probable Construction Cost arise, the question shall be submitted and the correct interpretation shall be determined by the Principal Representative consistent with paragraph 1.1.2 and the requirements of this Article 6.

6.5.2 If the Fixed Limit of Construction Cost for the Project, as established by the Principal Representative, is exceeded or projected to be exceeded by:

.1 The lowest figures from responsible proposals, if any, and the Construction Manager's estimate for other elements of the Project; and/or the Architect/Engineer's Statement of Probable Construction Cost for the balance of the Project; or

- .2 The Construction Manager's Guaranteed Maximum Price proposal; then, in either event, the Principal Representative shall, in its sole discretion, do one of the following:
 - .a revise the Project scope and quality as required to reduce the Construction Cost.
 - .b give written approval for the increase in the Fixed Limit of Construction Cost for the Project;
 - .c authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time;
 - .d abandon the Project, terminating this Agreement in accordance with Article 9; or

6.5.3 In the case of clause .a in the preceding paragraph, the Architect/Engineer shall, at no additional cost to the State, modify the drawings and specifications for any or all of the separate Bid Packages and/or any other appropriate items as may be necessary, to keep the cost of the Project within the Fixed Limit of Construction for the Project, UNLESS: (1) such increase is specifically attributable to a scope increase in the Project requested by the Principal Representative; or (2) the projected cost overrun occurs within the scope of an Estimate of Construction Cost or Guaranteed Maximum Price proposal furnished by the Construction Manager to the Architect/Engineer and upon which the Architect/Engineer promptly communicated in writing to the Principal Representative the Architect/Engineer's refusal to concur, together with the reasons and details therefore.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

7.1 INSTRUMENTS OF SERVICE

7.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect/Engineer and the Architect/Engineer's consultants are Instruments of Service for use solely with respect to this Project. The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

7.1.2 Upon execution of this Agreement, the Architect/Engineer grants to the State a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the State, the Architect/Engineer's Instruments of Service solely for the purposes of constructing, using and maintaining the Project or for future alterations, or additions to the Project. The Architect/Engineer shall obtain similar nonexclusive licenses from the Architect/Engineer is adjudged in default of this Agreement. If and upon the date the Architect/Engineer is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the State to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purposes of completing, using and maintaining the project, or for future alterations, or additions to the Project.

7.1.3 Any unilateral use by the State of the Instruments of Service for completing, using, maintaining, adding to or altering the Project or facilities shall be at the State's sole risk and without liability to the Architect/Engineer and the Architect/Engineer's consultants; provided, however, that if the State's unilateral use occurs for completing, using or maintaining the Project as a result of the Architect/Engineer's breach of this Agreement, nothing in this Article shall be deemed to relieve the Architect/Engineer of liability for its own acts or omissions or breach of this Agreement.

7.2 AS-BUILT DRAWINGS/RECORD DRAWINGS

7.2.1 The Architect/Engineer and its consultants shall, upon completion of the Construction Phase, receive redline As-Built Drawings from the Construction Manager. These redline changes shall describe the built condition of the Project. This information and all of the incorporated changes directed by Bidding Addenda, Change Order/Amendment or Architect/ Engineer's Supplementary Instructions shall be incorporated by the Architect/Engineer and its consultants into a Record Drawings document provided to the Principal Representative in the form of an electro-media format and a reproducible format as agreed between the parties. The Architect/Engineer shall also provide the Principal Representative with the As-Built Drawings as received from the Construction Manager.

ARTICLE 8. INSURANCE

8.1 GENERAL

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

8.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

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

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

The following coverages shall be included in the CGL:

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

3. A waiver of Subrogation in favor of all Additional Insured parties.

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

Combined Bodily Injury and Property Damage Liability (Combined Single Limit): \$

\$1,000,000 each accident

Coverages:

Specific waiver of subrogation

8.4 WORKERS' COMPENSATION INSURANCE

The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

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

8.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Principal Representative and approved by the State Buildings Program. The policy, including claims-made forms, shall remain in effect for the duration of this Agreement and for at least three (3) years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by the Architect/Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of the said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

ARTICLE 9. TERMINATION OR SUSPENSION OF AGREEMENT

9.1 DEFAULT

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

9.2 TERMINATION FOR CONVENIENCE OF STATE

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

9.2.2 After receipt of the Notice of Termination, the Architect/Engineer shall exercise all reasonable diligence to accomplish the cancellation of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any services terminated by the Notice. With respect to such canceled commitments, the Architect/Engineer agrees to:

- .1 Settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent the Principal Representative may require, which approval or ratification shall be final for all purposes of this clause, and,
- .2 Assign to the State, in like manner, at the time and to the extent directed by the Principal Representative, all of the rights, title, and interest of the Architect/ Engineer under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

9.2.3 The Architect/Engineer shall submit its termination claim to the Principal Representative promptly after receipt of a Notice of Termination, but in no event later than one (1) month from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Architect/Engineer within such one (1) month period or authorized extension thereof. Upon failure of the Architect/Engineer to submit its termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Architect/Engineer by reason of the termination and shall thereupon pay to the Architect/Engineer the amount so determined.

9.2.4 Subject to the provisions of paragraph 9.2.3 above, the Architect/Engineer and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Architect/Engineer by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Architect/Engineer and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel. Any such agreement shall be embodied in an amendment to this Agreement and the Architect/Engineer shall be paid the agreed amount.

9.2.5 The Principal Representative under mutually agreed upon terms and conditions will make partial payments to the Architect/Engineer against costs incurred by the Architect/Engineer in connection with the termination portion of this Agreement.

9.2.6 The Architect/Engineer agrees to transfer title and deliver to the State, in the manner, at the time and to the extent, if any, directed by the Principal Representative, such information and items which, if this Agreement had been completed, would have been required to be furnished to the State, including:

- .1 Completed or partially completed plans, drawings, and information; and
- .2 Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of this Agreement may, with written approval of the Principal Representative, be sold or acquired by the Architect/Engineer under the conditions prescribed by, and at a price or prices approved by, the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State to the Architect/Engineer under this Agreement or shall otherwise be credited to the price of services covered by this Agreement or paid in such other manner as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Architect/Engineer agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Architect/Engineer and in which the State has or may acquire an interest.

9.3 SUSPENSION

9.3.1 In the event of an occurrence of non-appropriation, including without limitation restriction, limitation, delay or retraction of appropriation, the Principal Representative may, upon the giving of seven (7) days written notice, suspend the performance of the Architect/Engineer after which the Architect/Engineer shall perform no further work and shall be due no further fees, reimbursable costs or other compensation until the Principal Representative gives notice that the period of suspension has ended. Suspension of services may be in whole or in part, as specified by the Principal Representative.

9.3.2 If the Project is suspended in whole or in part for more than three (3) months for cause not attributable to the Architect/Engineer's services, the Architect/Engineer shall be compensated for all services performed prior to receipt of written notice from the Principal Representative of such suspension or abandonment, together with reimbursable expenses then due and all termination expenses as defined in Article 9.2. If the Project is resumed after being suspended for more than six (6) months, the Architect/Engineer's compensation shall be equitably adjusted.

ARTICLE 10. INTENT OF DOCUMENTS, PARTNERING AND FACILITATED NEGOTIATIONS

10.1 INTENT OF DOCUMENTS

10.1.1 In the event any disagreement exists as to the requirements of this Agreement and its exhibits, or if a conflict occurs between or within the requirements of this Agreement and its exhibits, the following order of precedence shall be followed to resolve the disagreement or conflict.

- .1 The Special Provisions, Article 11 of this Agreement (State Form SC-5.1);
- .2 Any Amendment of this Agreement;
- .3 All other terms of this Agreement (other than the Special Provisions); and
- .4 The Architect/Engineer's proposal letter.

The Special Provisions of this Agreement, Article 11, shall in all cases, and without exception, take precedence, rule and control over all other provisions of this Agreement, any exhibits or amendments.

10.2 PARTNERING

10.2.1 In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of contracts, the Architect/Engineer and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Agreement may be better achieved and issues resolved in a more fully informed atmosphere.

10.2.2 The Architect/Engineer and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of contract signing, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

10.2.3 The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Agreement unless and except by written Amendment to the Agreement, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Agreement.

10.3 FACILITATED NEGOTIATIONS

10.3.1 The Architect/Engineer and Principal Representative agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed; provided, however, that either party may request the Office of the State Architect to appoint such a person, who, if appointed, shall be accepted for this purpose by both the Architect/Engineer and the Principal Representative.

10.3.2 The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

10.3.3 Any dispute, claim, question or disagreement arising from or relating to the Agreement or an alleged breach of the Agreement may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with

recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

10.3.4 The obligation to participate in facilitated negotiations shall be as described above and each party's obligations shall be as follows:

- .1 a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
- .2 a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
- .3 a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
- .4 a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;
- .5 a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;
- .6 a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available;
- .7 each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
- .8 each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) of this Article 10, Facilitated Negotiation, no more than three times during the course of the Project;
- .9 neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and any resolution or agreement reached shall be execute through a Supplement or Amendment to the Agreement necessary to implement their agreement; and,
- .10 any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

10.3.5 In accordance with State Fiscal Rules and Article 52F, Choice of Law and Article 52G Binding Arbitration Prohibited, nothing in this Article 10 shall be deemed to call for arbitration or otherwise obligate the State to participate in any form of binding alternative dispute resolution.

10.3.6 A partnering plan developed as described in Article 10.2, Partnering, may modify or expand the requirements of this Article 10 but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small design service projects where the fees are estimated to be valued under \$100,000, the requirements of this Article 10 may be deleted from this Agreement.

ARTICLE 11. SPECIAL PROVISIONS

11.1 CONTROLLER'S APPROVAL, C.R.S. § 24-30-202(1)

This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

11.2 FUND AVAILABILITY, C.R.S. § 24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

11.3 GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11.4 INDEPENDENT CONTRACTOR

Architect/Engineer shall perform its duties hereunder as an independent contractor and not as an employee. Neither Architect/Engineer nor any agent or employee of Architect/Engineer shall be deemed to be an agent or employee of the State. Architect/Engineer shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Architect/Engineer and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Architect/Engineer or any of its agents or employees. Architect/Engineer shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Architect/Engineer shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

11.5 COMPLIANCE WITH LAW

Architect/Engineer shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

11.6 CHOICE OF LAW, JURISDICTION, AND VENUE

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

11.7 PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Architect/Engineer harmless; requires the State to agree to binding arbitration; limits Architect/Engineer liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed

as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Architect/Engineer liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

11.8 SOFTWARE PIRACY PROHIBITION

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

11.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST, C.R.S. § 24-18-201 and C.R.S. § 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Architect/Engineer has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Architect/Engineer services and Architect/Engineer shall not employ any person having such known interests.

11.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS, C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4

The State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Architect/Engineer in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Architect/Engineer by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Architect/Engineer, or by any other appropriate method for collecting debts owed to the State.

11.11 PUBLIC CONTRACTS FOR SERVICES, C.R.S. § 8-17.5-101

Architect/Engineer certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to <u>perform</u> work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Architect/Engineer shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Architect/Engineer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Architect/Engineer has actual knowledge that a subcontractor is employing or contracting

with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Architect/Engineer participates in the Department program, Architect/Engineer shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Architect/Engineer has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Architect/Engineer fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Architect/Engineer shall be liable for damages.

11.12 PUBLIC CONTRACTS WITH NATURAL PERSONS, C.R.S. § 24-76.5-101

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

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 PROFESSIONAL ASSOCIATION PERMITTED

The Architect/Engineer may, with the prior written consent of the Principal Representative, join with him in the performance of this Agreement any other duly licensed Architect or Architects or registered Engineers with whom he may, in good faith, and enter into an association.

12.2 DISSOLUTION OF PROFESSIONAL ASSOCIATION

In the event there is dissolution of the association, other than by death of a member, the State of Colorado, acting by and through the Principal Representative, shall designate which former member shall continue with the work and may make all payments thereafter falling due in connection with the work directly to the person or persons so designated and without being required to look to the application of such payments as among the former members.

12.3 DEATH OR DISABILITY

In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder. In the event of the death or disability of a sole Architect/Engineer, which shall prevent his performance of this Agreement after the same shall have been commenced by him, such Architect/Engineer, in the event of his disability, or his executors or administrators, in the event of his death, shall be paid such sums as may be due the Architect/Engineer under this Agreement. In such event all drawings, specifications and models theretofore prepared by the Architect/Engineer shall be delivered to and become the property of the State of Colorado, with full authority to use, employ, or modify the same in the construction of the contemplated building, either at the same site or at some other site.

12.4 SUCCESSORS AND ASSIGNS

Except as otherwise provided for herein, Architect/Engineer's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Architect/Engineer

or the State are subject to all of the provisions hereof. Architect/Engineer shall be solely responsible for all aspects of subcontracting arrangements and performance.

12.5 WAGE RATES, in accordance with C.R.S. § 24-30-1404 (1)

As amended, the Architect/Engineer has executed a schedule, which is attached hereto and made a part hereof by reference as **Exhibit B**, Wage Rates Schedule, and in doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the State for these professional services are accurate, complete and current.

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

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

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

12.7 COPYRIGHT/PATENT VIOLATION LIABILITY

The Architect/Engineer shall pay all license fees for the use of any copyright and shall be responsible for and hold the State of Colorado harmless from and against all losses from copyright infringement contained in the Contract Documents or in the product resulting from the Architect/Engineer's instruments of service, in accordance with paragraph 12.18, Indemnification. The Architect/Engineer shall also be responsible for and hold the State of Colorado harmless from and against all losses from patent infringement based on specified processes contained in the Contract Documents, in accordance with paragraph section 12.18, Indemnification, unless the existence of patents on such processes are brought to the attention of the Principal Representative and the Architect/Engineer. On request of the Principal Representative the Architect/Engineer shall defend against any such suits or claims of copyright or patent infringement.

12.8 EXTENT OF AGREEMENT

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

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

12.9 PUBLIC ART LAW

In recognition of the Public Art Law, C.R.S. § 24-48.5-312 as amended, if the State determines that this project is eligible for the acquisition of artworks in accordance with this law, the

Architect/Engineer agrees to participate in the art selection process as an art jury member and to cooperate with and to advise the State in working with the commissioned artist(s) for this Capital Construction Project.

12.10 DESIGNATED REPRESENTATIVES

The Principal Representative and the Architect/Engineer authorize the following individuals to act on their behalf as Designated Representatives and points of contact as described in paragraphs 1.2.4 and 3.1.3.

For the Principal Representative: For the Architect/Engineer:

12.11 CONSTRUCTION OF LANGUAGE

The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 1.6, Intent of Documents.

12.12 SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

12.13 SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

12.14 NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

12.15 WAIVER

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

12.16 INDEMNIFICATION

To the extent authorized by law, the Architect/Engineer shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Architect/Engineer, its employees, agents, sub-consultants or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, the state, its employees agents are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by any act or omission of, or breach of contract by, the State, its such claims are caused by any act or omission of, or breach of contract by any act or omission of act or omission of contract by any act or omission of act or omission of contract by any act or omission of act or omiss

employees, agents, other Architect/Engineers or assignees, or other parties not under the control of or responsible to the Architect/Engineer.

12.17 STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

12.18 BINDING EFFECT

Except as otherwise provided in 11.4, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

12.19 COUNTERPARTS

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

12.20 MODIFICATION

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

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

12.21 SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Architect/Engineer fails to perform or comply as required.

12.22 TAXES

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

12.23 CORA DISCLOSURE

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

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Project Name/Number: Contract ID No.:			
THE ARCHITECT/ENGINEER	STATE OF COLORADO , acting by and through: (Insert Name of Agency or IHE)		
	Bv		
Legal Name of Contracting Entity	(Insert Name & Title of Principal Representative for Agency or IHE)		
	Date:		
*Signature	APPROVED		
	DEPARTMENT OF PERSONNEL & ADMINISTRATION		
Ву	STATE BUILDINGS PROGRAM		
Name (print)Title	State Architect (or authorized Delegate)		
Date:	By:		
	(Insert Name of Authorized Individual)		
	(
	Date:		
	ATTORNEY GENERAL (or authorized Delegate)		
	ζ, ζ , <i>γ</i> ,		
	Ву:		
	(Insert Name of Authorized Individual)		
	Date:		
ALL CONTRACTS I	MUST BE APPROVED BY THE STATE CONTROLLER:		
C.R.S. § 24-30-202 requires the State Contr below by the State Controller or delega Architect/Engineer begins performing prio performance	oller to approve all State Contracts. This Contract is not valid until signed and dated ite. Architect/Engineer is not authorized to begin performance until such time. If r thereto, the State of Colorado is not obligated to pay Architect/Engineer for such or for any goods and/or services provided hereunder.		
APPROVED:			
STATE OF COL	ORADO		
STATE CONTR			
State Controller (or authorized Delegate)			
By:			
	(Insert Name & Title of Authorized Individual)		

Date:

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/ GENERAL CONTRACTOR (STATE FORM SC-5.2)

EXHIBIT A

ARCHITECT/ENGINEER PROPOSAL

(including Design Services Schedule and Certificates of Insurance, attached)

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (STATE FORM SC-5.2)

EXHIBIT B

WAGE RATES SCHEDULE (attached)

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (STATE FORM SC-5.2)

EXHIBIT C

APPROVED STATE BUILDING CODES

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/GENERAL CONTRACTOR (STATE FORM SC-5.2)

EXHIBIT D

CODE COMPLIANCE PLAN REVIEW PROCEDURES

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/ GENERAL CONTRACTOR (STATE FORM SC-5.2)

EXHIBIT E

DESIGN REQUIREMENTS/FACILITIES PROGRAM PLAN/SUSTAINABILITY GOALS (attached, as applicable)

ARCHITECT/ENGINEER AGREEMENT CONSTRUCTION MANAGER/ GENERAL CONTRACTOR (STATE FORM SC-5.2)

EXHIBIT F

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (State

Form UI - 1), (required at contract signing prior to commencing work)

Appendix C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS



CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: <u>Trinidad State College</u> Project No./Name: <u>2017-057P21 / Freudenthal Library Renovation</u>

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

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

- 1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
- 2. The Vendor certifies that it does not now knowing employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
- 3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

Or

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

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

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

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

CERTIFIED and AGREED to this _____ day of _____, 20 ___.
VENDOR:

Enter vendor legal name here
Vendor Full Legal Name
BY
:
_______Signature of Authorized Representative
Title

Appendix D

ACKNOWLEDGEMENT AND ATTESTATION FORM

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

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

Subscribed on		at,
Date		City
	, State of _	
County		State
Applicant or Corporate Officer Signa	ature	Date
Witness		Date

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

(Seal)

Appendix E

PROGRAM PLAN



PROGRAM PLAN

Prepared for: TRINIDAD STATE JUNIOR COLLEGE

April 15, 2020



ACKNOWLEDGMENTS

This report was prepared with the valued input from Trinidad State Junior College Administrators, Faculty, Staff and Students. We, the Planning Team, are indebted for the College's vision and contributions.

TRINIDAD STATE JUNIOR COLLEGE

Administration

Dr. Rhonda Epper, President Lynette Bates, Vice President of Academic Affairs Lorrie Cappellucci, Vice President for Administrative Services Kerry Gabrielson, Vice President for Student Services James Kynor, Vice President, Valley Campus Linda Perry, Executive Assistant to the President

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Athletics

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The Planning Team would also like to acknowledge Jay Jacobsen; Marti Hackett and Jeff Crosston with Trinidad Welcome Center; the City of Trinidad Public Works; Marilyn Leuszler of Space to Create; Wally Wallace, Economic Development Director of the City of Trinidad; Geoff Peterson, Executive Director for the Center for Community Innovation in Raton and board member of the Trinidad Creative District; Mickie Lewis-Gemici, Regional Director of Southern Colorado SBDC; Miles Hall, music producer and sound consultant; and Terry Zarsky and Jason Kowell, librarians with Pikes Peak Library District, and the staff of Library 21C, Colorado Springs for their time and resources.

PLANNING TEAM

THIRD PARTY REVIEW

Hall Architects

Angeline Aradanas-Hall, Principal Planner Matthew Burnette Charlè Gieck Stephen Hall, Lead Auditor

SMITHGROUP

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Acknowledgments

Overview

Ι.

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I. OVERVIEW

I.A. EXECUTIVE SUMMARY

This report documents the program plan phase for the renovation of the Samuel Freudenthal Memorial Library for Trinidad State Junior College (TSJC) located on the Trinidad campus in Trinidad, Colorado.

The purpose of this program plan is to identify the space required by the proposed project. This Capital Development Project will include the two-phase renovation of the three story building's existing 33,934 gross square feet (GSF). The first phase of the work will organize the building to include: three general purpose teaching classrooms and associated storage; office spaces to support TSJC's Student Success Center and Testing Center, sponsored by Student Services; TSJC's Library operations including offices and storage; moving out some Library collections temporarily to storage offsite; newly created study rooms including a transformative high bay study lounge; newly-created Business Incubator and Makerspace; newly created gallery lounge space; faculty offices; an office for Campus Security; a replacement Meeting Room; and, initially, the Louden-Henritze Archaeology Museum, its exhibit spaces and associated storage. The second phase work will entail moving out the Museum spaces to another campus site, and reassigning these spaces to Library operations. The project will also involve refreshing the 2,919 GSF central exterior courtyard, which will receive a small low profile vestibule structure for egress; a new tall metal and glass screen structure with signage at the front of the existing main entrance; and a set of exterior stairs for egress out of the northwest Study Lounge.

In the winter of 2020, the firms of Hall Architects and SmithGroup worked with TSJC administrators, faculty, staff, students and community stakeholders to understand the College's concerns with the functionality and condition of the 53 year-old building, as well as its assets. The College presented their vision of the programs they want to see housed in the building. From the conclusions of the past TSJC Facilities Master Plan reporting 20,000 assignable square feet (ASF) surplus of building and recommending the renovation of the Freudenthal Library, the College wanted to examine repurposing some of the building's large classrooms into collaborative spaces that can benefit Trinidad State's Business programs as well as the community. The College also stated their interest in creating more purposeful contemporary study spaces, particularly for TSJC student athletes; resident and non-resident students voiced their need for having study spaces be available into the evening hours. Safety was an on-going topic of discussion throughout the course of this Program Plan phase, as a matter of building usage, but also to highlight the building's interior layout and its physical limitations for effective sightlines. Aesthetic features and building identity were also reviewed. Improving the building's main entrance as a way of attracting campus residents and visitors was a priority.



View of the Samuel Freudenthal Library's main entrance.

Section I.A., page 1 April 15, 2020 Interviews with both TSJC's Library Coordinator and the Director of the Louden-Henritze Museum of Archaeology helped to ascertain the desired qualities, such as a climate controlled environment for some of their respective specialized spaces involving the handling and care of rare materials. Interviews with the Testing Center Director helped to understand the specific space guidelines and requirements needed for an authorized testing facility.

To gain insights into applications to this project, Hall Architects additionally interviewed community economic development and industry leaders, the manager of a local arts cooperative, and visited with librarians of a metropolitan area public library district that operates makerspaces and business centers out of some of their facilities as outreach efforts to fledgling entrepreneurs.

Additionally, a space utilization analysis of the 19 general purpose classrooms on the Trinidad State campus was independently performed by SmithGroup to understand TSJC's classroom inventory and usage. The analysis concluded that there was a surplus of classrooms during the period of Fall 2019. On average, 43% of the student stations (seats) are occupied. This is lower than the typical utilization expectation for a community college of 30 hours per week with 65% of the stations occupied. The State's target classroom utilization is 68%. The current five large classrooms of the Freudenthal Library building, ranging in size between 636 ASF to 1,289 ASF (average 922 ASF), reported an even lower utilization rate Fall 2019, confirming that the amount of classroom space campus-wide should be reduced.



Throughout the course of more group discussions and individual interviews, revised schematic space scheme developments and associated cost evaluations, the team worked to achieve the College's desired goals. It was decided that three of the original classrooms would be retained, with attention paid to maintaining their relatively large footprints to accommodate current pedagogy and flexible teaching. Reassigning space for a new Makerspace and Business Incubator would allow Trinidad State to build on their certificate programs in entrepreneurship and marketing, while developing computer information systems curriculum with the technical emphasis. The College would like to further a current Strategic Plan goal of strengthening existing partnerships and developing new relationships, particularly with Trinidad Space to Create and the City of Trinidad as a Certified Colorado Creative District. The creation of space to display curated collections through this renovation project has the potential for outreach to not only the TSJC community and patrons interested in local history, particularly through TSJC's renowned

Program Plan

Trinidad State Junior College Freudenthal Library Renovation

Section I.A., page 2 April 15, 2020 signature gunsmithing program and the Library's genealogy resources, but also to a larger audience invested in research and preserved history. In summary, a total of 20,190 ASF was identified for the Freudenthal Library Renovation project, broken down into 3,555 ASF for classroom space, 1,279 ASF in teaching laboratory space, 5,660 ASF in office space, 7,901 ASF in study space, 1,769 ASF in general use space, and 26 ASF in support space. The ratio of ASF to GSF resulted in a 62.17% efficiency rate, which improved upon the current efficiency rate of 58%. 62.17% is well within the State's range of the classroom/office building. The project also resulted in the building's GSF reduced to 32,473 GSF with planned floor modifications.

Total project construction costs for the Freudenthal Library Renovation project are estimated at approximately \$5,598,870 under Phase 1, and \$965,365 under Phase 2, with total anticipated project costs estimated at \$6,864,235 factoring in inflation from FY 2020 - 2021. (The building portion of the project is estimated at \$212/sf in 2020 dollars). TSJC anticipates the project costs to be funded with Capital Construction funds (\$6,864,235) over two fiscal years. TSJC plans to pursue LEED certification; the associated cost increase was factored into the construction and overall project budget cost. Projected construction completion after two phases is scheduled for late 2023.

The Freudenthal Library Renovation project has great potential to serve the College's mission, vision and core value of Students First. In this current climate of great economic uncertainty going into the Fall of 2020 as a result of the global COVID-19 pandemic, TSJC can position itself at the regional and state level, as an academic leader and resource for small business and a visible model for collaboration and ingenuity in the upcoming critical period of economic recovery, particularly with the Makerspace and Business Incubator. The timing is appropriate. Without the building improvements associated with this project, these great opportunities would be missed.
I.B. DESCRIPTION OF ACADEMIC PROGRAMS, SUPPORT SERVICES PROGRAMS

The following are Trinidad State Junior College's mission and vision statements, and core value:

Mission Statement

Enriching our diverse communities through quality educational experiences and lifelong learning.

Vision Statement Educate for the future.

Core Value

Students First

Academic Programs

The following narratives describe the academic programs affected and served by the proposed Freudenthal Library Program Plan.

Two Year Degrees

Business

The Business programs are designed to help develop marketable skills that are responsive to a variety of workplace settings, and provide the competency, tools, and capabilities necessary to successfully contribute to today's evolving business environment. TSJC's transfer pathway helps their students achieve two goals: completing an associate's degree while also staying on track to earn a bachelor's degree at the student's transfer destination.

The degree offered within Business is the two-year Associate of Applied Science in Business Management. There is also a two-year Associate of Arts in Business Administration.

Certificate Programs

Accounting

The Accounting certificate is designed to prepare TSJC students for entry-level accounting positions in business and industry. The program further provides a concentration in accounting courses and may be completed in one year of full-time study.

Marketing-Graphic Design

This certificate option is designed to prepare students with the foundations of design and the technical skills needed to turn their designs into multimedia products used for professional marketing and media.

Entrepreneurship Operations

TSJC offers courses in Entrepreneurship Operations associated with the Business curriculum, which are designed to prepare the student to launch an entrepreneurial venture. Coursework covers the basics of marketing, principles of management, business plan development, the legal environment including business regulation, as well as finance to manage a small business.

Currently, TSJC's certificate program is being offered as a unique program in partnership with the Colorado Department of Corrections to a small, highly select group of model prisoners at the Trinidad Correctional Facility. The program has proven extremely successful since its first offering in 2016, having demonstrated 0% recidivism.

Support Service Programs

The following narratives describe the support service programs affected and served by the proposed Program Plan.

Samuel Freudenthal Library

The Freudenthal Library Building houses TSJC's campus' library operations, its circulating collection, catalogued materials, online resources, and specialized rare reading materials featuring Trinidad State's premier gunsmithing program and genealogical history. Additional archived works include original artwork and photography from renowned local and regional artists as well as vinyl and other older period media. Efforts to preserve these collections and works are ongoing by TSJC's Library Coordinator and staff. The majority of these operations are located on the northwest, center and the east wing of the Main Level.

Student Success Center

The TSJC Student Success Center occupies the Library's former Reference Room in the spacious Room 107 on the Main Level of the Freudenthal Building. The Center is supported by TriO funding, and operated by TSJC Student Services, which include Advisers, Tutors, and other Student Services program coordinators, in addition to TSJC students.

TRiO/SS/ATS TRiO Student Support Services/Project Success is a federally funded program that provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education. The goal of the program is to increase the college retention and graduation rates of its participants and help students make the transition from one level of higher education to the next. Services include: Academic Support / Advisement, Mentoring & Advising, Cultural Activities / Events, Financial Aid Advisement / Assistance, Tutoring in Many Subjects, Transfer Advisement, Career Advisement, Financial Literacy Training, Campus Tours to Four Year Colleges, & Various Academic Workshops.

Academic Advising

TSJC's academic advising mission is to help students stay on track to graduate. An emphasis is placed on stress management and building confidence while self-managing their intended degree or certificate path. Students are also advised on transfer to a four-year university. Students make appointments to meet with their program advisers at the Student Success Center.

Writing Center

The Writing Center provides TSJC students skills through individualized paper review and consultations with trained tutors. APA Style Workshops are scheduled throughout the semester, hosted by the Student Success Center.

Tutoring

TSJC students can also avail themselves to tutors on a variety of subjects at the Student Success Centers. One on one tutoring sessions are through appointments.

Study Hall

Trinidad State is a member college of the National Junior College Athletic Association, which adheres to the commitment of academics first for those students who participate in college athletics. TSJC's Study Hall is located at the Student Success Center. It is a program designed to promote group studies among student athletes, whose teams are assigned daily specific times during the course of the week day, and supervised by assistant coaches.

Testing Center

TSJC's Testing Center, located at the east wing of the Library's Main Level, is an authorized Pearson VUE testing facility. In addition to administering the CLEP, the GED and the ACCUPLACER for Trinidad State students, the Center hosts testing for students from in state and

out of state institutions, which include but not limited to Adams State University, Black Hills State University, Clovis Community College, Collin College, CSU-Fort Collins, CSU-Pueblo, Eastern New Mexico, Galveston College, Oregon State University, University of North Dakota, and Valencia College – Osceola Campus.

Math Lab

The Math Lab is offered in Room 308, one of the large classrooms on the west wing of the Upper Level. The Math Lab at TJSC offers both traditional lecture and self-paced, individualized instruction style formats for all levels of developmental math. Developmental math classes at TSJC were recently redesigned to allow students to develop their math skills and prepare for college level math classes in as little as one semester.

Extra assistance with developmental math courses can be obtained during open lab hours held in the Math Lab during non-class times. During open lab students can drop in for tutoring, take tests during longer, uninterrupted blocks of time, or make up missed classes.

Louden-Henritze Archaeology Museum

The Louden-Henritze Museum is a special asset of the Freudenthal Library. The museum resides in the Lower Level of the building, featuring curated archaeology collections from historical digs among the Las Animas region, including early geological formations, plant & marine-animal fossils, a dinosaur track exhibit, and Native American pottery. The museum is also a repository site for the Army Corps of Engineers. Free to the public, the museum continually attracts visitors throughout the state as well as out of state, and is a featured stop for the local trolley service offered by the City of Trinidad's Welcome Center.

I.C. RELATIONSHIP TO THE FACILITIES MASTER PLAN

In December of 2012, Trinidad State Junior College revised and updated their 2008 Facilities Master Plan*, originally authored by Paulien and Associates, for both their Trinidad and Alamosa campuses. The updated findings for the Trinidad Campus identified the need for approximately 220,000 assignable square feet at its ten year horizon of 2022, which is a surplus of over 20,000 assignable feet (9%). The Plan recommended renovation projects over new academic buildings; one of the four campus projects was "GF CIP-2, Renovation of Berg Administration Building and Freudenthal Library". More library space - additional study rooms and other learning resource spaces for use by students and faculty, and relocating classrooms to other campus locations were listed in the project description, validated by the planners' space needs analysis.

Further noted in the Facilities Master Plan, the Library's Facilities Condition Index (FCI) was reported at 66.32%, which was among the lower end of evaluated campus properties. This FCI is interpreted as "Remodel is Needed". The 53 year-old building was cited to be "in fair condition with increasing maintenance attention" on infrastructure and deterioration of some of its significant exterior elements, such as its exterior windows and patio drainage issues, along with interior walls.

*"Trinidad State Junior College Facilities Master Plan, TSJC Staff, December 2012 (revised and updated)".

II. JUSTIFICATION

II.A. EXISTING CONDITIONS

i. Current Program Enrollment

As a prelude to the discussion of program enrollment, a brief introduction of Trinidad State Junior College (TSJC) and the Freudenthal Library is provided for reference.

Trinidad State Junior College – An Introduction

Established in 1925, Trinidad State was the first community college in Colorado. Today Trinidad State is one of thirteen community colleges within the Colorado Community College System (CCCS). The College, continually accredited by the Higher Learning Commission since 1962, currently offers over thirty combined associate degree programs, certificate programs, and guaranteed transfer associate degree programs. Trinidad State offers one online bachelor's program in Nursing.

Trinidad State Junior College serves an eight county service area from two full-service campuses:

Trinidad Campus in Trinidad, CO The Valley Campus in Alamosa, CO

History of the Samuel Freudenthal Memorial Library, Trinidad Junior College

Prior to the construction of the Freudenthal Library building, named for Samuel L. Freudenthal, one of the major sponsors of Senate Bill 403, which led to the founding of Trinidad State Junior College,* Trinidad Junior College's campus library operations were housed in a one-story wood framed structure which previously functioned as part of a group of military barracks built during the 1940s war era. See photo below.

*Source: Trinidad State website.



View of Trinidad Junior College campus along Park Street, Trinidad, CO Circa 1960. The first campus library structure is identified by the red arrow. The two one-story structures in the foreground at left are sitting on the site of the current Freudenthal Library building. Source: Louden-Henritze Museum.

Construction of the current building, located at the south border of the main quad on TSJC's 17acre campus was in 1966-1967. At the time Prospect Street divided the campus with two-way traffic. See the following photo; the street was later closed off to create open space for the campus grounds.



View of the west face of the Freudenthal Library along Prospect Street Fisher's Peak is seen to the right. Source: Louden-Henritze Museum.

Total physical size of the building, distributed among the three stories is 33,934 gross square feet (GSF). The original Library operations occupied the entire Main Level, while the Upper Level was assigned to academic classrooms and faculty offices, and the Lower Level designed to house the extensive collection of archaeological materials uncovered in sites at eastern and western Las Animas County, cave excavations in Trinidad and the Purgatoire River, starting in the early 1940s. These findings were the legacy of then Trinidad Junior College's Archaeology Department faculty and the work of their student teams.* The Louden-Henritze Museum was dedicated to William Louden and his son Richard Louden, and Ruth Henritze, who were credited for archaeological discoveries and digs, including the Trinchera Cave.

*Source: Calvin B. Smith, TSJC Library Coordinator.

The building was originally without a passenger elevator but was outfitted with one dumbwaiter in the area that is now the Boiler Room; the dumbwaiter has since been removed, and a second dumbwaiter added later in the area of the current library stacks, which is still present. The passenger elevator was added to the building in 1998. The fire sprinkler system was installed in two phases, with completion in 2002. The fire alarm system was upgraded in 2011.

Current Program Enrollment

Enrollment figures for Trinidad Campus were collected for the past five Fall semesters from TSJC's Institutional Research Department. Overall campus enrollment has seen an overall slight decline over the past five years, marked with alternating years of decrease and increase as seen in this graph of Headcount:



Sum of annual FTE generated was tracked for Business courses at the Trinidad Campus. Though time periods differ, Business follows the same type of trend as Campus enrollment.



TSJC Trinidad Campus Business Courses tracked for Fall and Spring semesters Sum of Annual FTE generated for Fall 2017 – Spring 2020. Source: TSJC IR department.

Other business-related programs were similarly tracked. Accounting followed a similar pattern, but has shown more of a decline recently.

ii. Assessment of Space Functionality

The current Freudenthal Library primarily houses the operations for TSJC's Library, the Student Success Center, and the Louden-Heinritze Museum of Archaeology. Current assignable space (ASF) can be broken down into the following space categories:

Classrooms and Service	4,722 ASF (24.4%)
Teaching Laboratory	266 ASF (1.3%)
and Service	
Office and Service	3,742 ASF (19.3%)
Study Areas	8,216 ASF (42.5%)
General Use	2,424 ASF (12.5%)
TOTAL ASF	19,370 ASF

TOTAL GSF	33,934 GSF (gross square footage)

The Library operations occupy the most space, followed by Classrooms and Service, then Office and Service, which are appropriate for this type of building, which can be classified as mostly a Classroom/Office Building with storage.

The Department of Higher Education (DHE) Building Efficiency Factors for new construction establishes guidelines for efficiency ratios. The ratio of the assignable square feet or "ASF to GSF is expressed as a percent and indicates the efficiency of the building." *

*Department of Higher Education Space Utilization Planning Guidelines", April 5, 2007.

The DHE further established ranges for certain building types, for example:

Classroom/Office Building	58-68%
Instructional Shop Building	70-80%
Physical Plant Service Building	80-90%

The current Freudenthal Library is similar to the Classroom/Office Building. Its efficiency ratio (ASF/GSF) would be expressed as:

19,370/33,394 = **58%**, which appears to be at the low end of the DHE established range.

Section II.C. will continue the discussion of efficiency ratios in the Total Space Requirements narrative for the proposed Project.

ii. Current Space Utilization by Classroom Hours of Use and Percent Station Utilization

The TSJC Institutional Research Department provided general purpose classroom utilization information for Fall 2019 enrollment at the Trinidad campus site to SmithGroup for analysis.

Fall 2019 classroom utilization by student station occupancy = 43%

Classroom utilization among the 19 classrooms on the Trinidad Campus in Fall 2019 reported an average of 43%, well below the State's target of 68% for a 30 hour week. Refer to the report by SmithGroup "Classroom Utilization Analysis – Detail for Fall 2019" in Appendix IV.B. for utilization broken down by classroom.

iv. Facilities Condition Index

According to TSJC's current Building inventory list, the Library was last audited in 2004, with a Facility Condition Index (FCI) reported to be 76. However, the 2012 Facilities Master Plan reported that the FCI was determined to be 66.32 in 2008. Hall Architects is in the process of finalizing a new Facility Audit of the building based on observations made in February 2020, and the FCI is believed to be approximately 67. This places the building in the "Remodel is Needed" according to the criteria established by the Office of the State Architect. The primary areas of concern are the exterior windows, poor temperature control throughout facility, aging roofing, lack of ADA accessibility, drainage issues at courtyard, aging interior finishes, and asbestos mitigation concerns.

v. Specific Health / Life Safety Deficiencies

From accounts given at group meetings, videoconferences and individual interviews with TSJC administrators, the library coordinator, the museum director, the facilities director, faculty, staff, and students, and the College's planning documents, a number of mostly interior building deficiencies have been observed at the Freudenthal Library, as noted on the following plans, photographs, with accompanying narratives:



Source: Hall Architects

Lower Level concerns

The primary use of the Lower Level is the Museum, and it receives the public on a regular basis. Though the building's ground level entrance and the Museum exhibit space meet general accessibility clearance requirements, the restrooms do not for entrance and clearance criteria. General lighting is also dated and not meeting current energy standards.



Non-accessibility code compliant restrooms, stairwell railings. Though some compliant features have been introduced, these non-compliant conditions are found throughout the building.



Source: Hall Architects

Security

The building's expansive interior brick massing creates dramatic, architecturally interesting walls but reduces interior sightlines, particularly for those in the Student Success Center, causing the inability to see people moving around the building, particularly those entering the building. With little to no visual monitoring of the entrance, visitors likewise are not able to locate immediate assistance when they enter the building. Building occupants have reported a feeling of fear both inside and outside the building with tall elements, such as the library stacks or the south exterior stairs perceived as hiding places. The building's elevator, installed after the construction of the original building, was reported as not being in an ideal visible location, and also as a hiding place for problematic behavior.

Building discomfort

The building's original windows are single pane. Their lack of energy performance lends to discomfort for building occupants over the course of a typical day, particularly with the courtyard's concrete and masonry surfaces acting as a heat sink and the south-facing glass conducting the heat. Extreme heat has been reported at the Main Level, affecting not only building occupants, but also sensitive archived materials at the Main Level. The Testing Center located in the East wing of the Main Level, reported uncomfortable conditions for a space that is required to meet climate controlled facility requirements. In contrast, the Lower Level has more comfortable, controlled room temperatures.



Vinyl media (left) and newspapers (right). Sensitive materials require proper climate control.

Noise at the Student Success Center

The former spacious Library Reference Room was repurposed for the Student Success Center offering student services, such as the Writing Lab, tutoring and academic advising. The Student Success Center also serves as the Study Hall for TSJC student athletes. The combination of these activities creates a highly charged social environment, which has led to noise and privacy issues, particularly with partitions that are not completely enclosed. There is lack of security for confidential information from an advising standpoint. For the occasional use of the Writing Lab area as overflow space for the Testing Center, noise from conversations present distractions for exam takers. Students who are desiring a more private study setting at the Student Success Center have few options, or they will avoid spending time in this area.



Half height partitions. Shown on the perimeter of these study tables and chairs, these partitions can't control unwanted distracting conversations and noises.





Inefficient use of space

The original Upper Level classrooms were designed with generous floor area; their size served a certain pedagogy at the time, but is clearly not efficiently used for Trinidad State's current and desired low student to teacher ratio.

The lack of use of the 2nd story of the library stacks is concerning to building occupants. That level can only be accessed by stairs, but it is a very large, very visible space perceived as neglected. The footprint taken up by the stacks on the Main Level give little space for quiet study tables. See photos below.



Additional building discomfort

JUSTIFICATION

Upper Level occupants report the building temperature to be uncomfortably cold in contrast to the Main Level observations. Temperature controls continue to be monitored and reviewed.

II.B. CHANGES AND PROJECTIONS

i. Enrollment Projections by Program or Department

Program Projections

In this present uncertain economic period of the State's, the country's and the world's history with the current COVID-19 pandemic impacting project schedules and construction budgets, the College is proceeding cautiously with projecting enrollments, with a likely drop in Fall of 2020 but looking to rebound in 2021.

ii. Collaboration / Instructional Methodology

Trinidad State's 2018-2023 Strategic Plan* outlined five strategic properties. Two of those strategic priorities along with their goals are:

Strategic Priority III. Cultivating our Relationships

Trinidad State values collaboration and the synergy that results from positive relationships. We will strengthen existing partnerships and develop new relationships.

Goal A. Broaden and Strengthen Partnerships

Goal B. Reinforce Communication"

Strategic Priority IV. Enriching our Communities

Trinidad State provides academic and career programming, and a variety of community, athletic and cultural events. New ideas will be continually explored to best serve our communities.

Goal A. Assess Programming Goal B. Expand Offerings"

*Source: Trinidad State Institutional 2018-2023 Strategic Plan

The opportunities presented with this Program Plan recognize that TSJC's partnerships and collaborations run deep throughout institution history. The Makerspace and Business Incubator ideas are another example of putting Students and their Educations First and allowing them to create their own opportunities. The future relationships created with Space to Create and the City of Trinidad represent an exciting time for educational goal setting and goal achieving and modeling sustained partnerships.

Program Development

Trinidad State has a long history in program development and offerings of unique programs from Aquaculture to Gunsmithing. The development of the Computer Information Systems program and expanding on their Entrepreneurship Operations certificate program has great sustainable potential, providing the catalyst to job growth and supporting the local communities.

As a whole, new program opportunities are beneficial to all instructional programs within Trinidad State Junior College. Whether on site or in community workforce training environments, whether high students enrolled in concurrent enrollment or veteran workers strengthening job skills, new programs provides exposure to new technologies and making connections in respective industries less challenging.

The cumulative and desired effect of program growth will be the increase among students in related majors, professionals working to enhance career skills, and those changing careers altogether due to the current economy.

iii. Changes to Class Sizes

Class sizes remain low, on average 13 students to instructor. The College reported to the planners that small class sizes are desired, where they can keep students engaged. Where a large classroom is desired, a student count of 34 - 38 is ideal.

II.C. TOTAL SPACE REQUIREMENTS

i. Planned Program Space Utilization

SmithGroup provided analysis of current utilization for the Classroom spaces at the Trinidad Campus for Fall 2019 (refer to Section II.A.iii. and Appendix IV.B.) received from TSJC's Institutional Research Department. The analysis concluded Classroom utilization is on average 43%, which is well under the state target guideline of 68% for 30 weekly hours for a rural campus. This information provided confirmation of excess space assigned to Classrooms on campus, and that Classrooms in the Freudenthal could be repurposed for other functions.

a. Number of Student Stations Required

In assigning the number of student stations, Leadership and faculty requested that classrooms be assigned as general purpose classrooms. Student seat counts are indicated on the table in Section II.C., entitled "Space Summary Needs" as well as pertinent building code occupant loads.

b. Room Area Needs by Function

The following table correlates the applicable standards from the 2010 Colorado Community College Space Utilization Criteria*, guidelines from the Council of Educational Facility Planners International**, and standards from Colorado Community College System CTE Administrator's Handbook*** The Planners consulted these guidelines in confirming appropriate space size. In addition, the Planners reviewed a public library makerspace for guidance.

* "Space Utilization Guidelines for Master Planning", CCCS, June, 2010.

** "Space Planning for Institutions of Higher Education", Abramson and Burnap, © 2006, CEFPI.

***CCCS CTE Administrator's Handbook,	2019/2020.

CCCS ROOM TYPE	CCCS or CEFPI SPACE UTILIZATION PLANNING CRITERIA unless noted otherwise	FREUDENTHAL BUILDING PROGRAM SIZE	FREUDENTHAL BUILDING ROOM NAMES	REMARKS
General Purpose Classrooms (3), 34 - 38 seats	20 ASF/ seat (CCCS), 25 SF/student (CCCS CTE Admin); 1,200 ASF (CCCS CTE)	981 - 984 ASF	General Purpose Classroom (Seating varies 30 - 49 seats)	= CCCS standards; capacities sized for various larger sections, growth. TSJC can option to maintain the existing 1200 ASF size for appropriateness with STEM class sections
Teaching Laboratories	ASF/ workstation (CCCS)	923 ASF	Makerspace	<cccs,; i<br="" make="" ppld="">makerspace w/o 3D printer = 1,000 ASF (approx); Planners recommend to limit size due to expense of operating equipment intensive spaces</cccs,;>
Teaching Laboratories	See remarks	356 for 10 exam stations	Testing Center (Exam Room)	Planners consulted guidelines by Pearson Vue, authorizing TSJC as a test facility
Library Stacks	See remarks	1849 ASF (Current collection)	Collection	NOTE: Library Coordinator identified current volume counts; numbers are still TBD, collections in transition; consideration for some collections to be accommodated offsite.
Library Listening Room		67 ASF	Listening Room	See Appendix IV.A.ii. "Design Recommendations for a

JUSTIFICATION

				Library Listening Room"
Office – Faculty	140 - 180 ASF (CEFPI for 2 yr institution) = 140 x 6 FTEF = 840 ASF	125 ASF (7 offices) = 880 ASF	Faculty	<cefpi based="" full-<br="" is="" on="">time individual faculty offices. The new office suite proposes an open office concept with 2 enclosed Solution Rooms (conference rooms) for privacy as required.</cefpi>
Office – Work Study	100-140 ASF (CEFPI)	25 ASF – 65 ASF	Work Study	<cefpi< td=""></cefpi<>
Office – Reception	100-140 ASF (CEFPI)	241 ASF	Reception	 CEFPI; The Testing Center Check-in reception is accounting for other functions (waiting, lockers etc.)
Office – Administration	140-180 ASF (CEFPI)	Ranges from 130 ASF – 165 ASF	Administration	Generally within Guidelines for Student Success Center Adminstrators
Conference Room, (General Use)	155 ASF /Faculty FTE (CEFPI)	398 ASF	Meeting Room	Faculty FTE was not obtained; New Meeting Room exceeds Seminar A, with ample room for 16 seats and side tables.
Student Lounge / Storage	3 ASF/FTE (CEFPI) 3x222.7 = 668 ASF	2159 ASF for Lounge	Student Lounge	 CEFPI The space is being planned as a multipurpose space: Study Hall and large assembly
Efficiency Ratio	63% median (Dept. of Higher Education)	62.17%	= DHE, Planners use type. Ratio of renovated</td <td>d a Classroom/Office Building d space is on target.</td>	d a Classroom/Office Building d space is on target.

ii. Total ASF Needed

On whole, the determination for the final ASF for the building follows the referenced space planning guidelines in the previous section. In consideration of making the classrooms, laboratories, office space, study areas, meeting room, and gallery lounge efficient to safely handle their respective functions as well as growth, balanced with budgetary needs and existing room sizes and load bearing walls, the planners have determined this ASF amount to be sufficient. Though the Office ASF is less than CEFPI, the private Solution Rooms provide an extension of office work space; 125 ASF is therefore sufficient. Though Work study stations are planned to be smaller compared to CEFPI standards, they represent very efficient size for the Student Success Center, as these students are not placed in a true office assigned to traditional office tasks.

The efficiency ratio was noted in the previous Guidelines table. At 62.17% efficiency, the planned Space Needs is on target with DHE's guidelines for a Classroom/Office Building.

For the details of "Total ASF Needed", refer to the table entitled "Space Summary Needs" on the following page.

			Program		
	Space Name	Quantity ¹	Unit ASF	Total ASF	Comments
1.0 CLAS	SSROOM FACILITIES			3555	
1.01	Academic Storage	1	399	399	
1.02	General Purpose Classroom (308)	1	984	984	49 capacity
1.03	General Purpose Classroom (309)	1	981	981	49 capacity
1.04	General Purpose Classroom (310)	1	984	984	49 capacity ²
1.05	Classroom Storage	1	113	113	
1.06	Classroom Storage	1	48	48	
1.07	Classroom Storage	1	46	46	
2.0 LAB	ORATORY FACILITIES			1279	
2.01	Testing Center Exam Room	1	356	356	10 testing stations + 1 admin. station
2.02	Makerspace	1	923	923	30 capacity
3.0 OFFI	CE FACILITIES			5660	
3.01	Archivist Office	1	188	188	Intervening door w/ Research-Res. Coll.
3.02	Library Coordinator / Director Office	1	160	160	
3.03	Library Assistant Office	1	79	79	Intervening door w/ Library Workroom
3.04	Security Office	1	91	91	
3.05	SSC Director Office	1	165	165	
3.06	Academic Coordinator Office	1	144	144	
3.07	Disabilities Coordinator - CTE Advisor Office	1	146	146	
3.08	Transfer Coordinator Office	1	130	130	
3.09	Upward Bound Coordinator Office	1	130	130	
3.10	Future Student Success Center Office	1	130	130	
3.11	SSC Lounge	1	1958	1958	Incl. Tutoring tables, Workshop area
3.12	SSC Work Study Stations	4	25	100	
3.13	TRiO Workstations	14	94	94	Incl. Writing Lab, TSJC SS to confirm #
3.14	SSC Storage	1	44	44	
3.15	Testing Center Director Office	1	165	165	Option to proctor
3.16	Testing Center - Check-in/Wait Area	1	241	241	Incl. student station, lockers
3.17	Business Incubator	1	316	316	Net; Gross incl. Huddle Rooms = 532
3.18	Huddle Room	1	103	103	
3.19	Huddle Room	1	103	103	
3.20	Faculty Office Suite	7	125	880	
3.21	Solution Room	1	114	114	
3.22	Solution Room	1	114	114	
3.23	Faculty Office Storage	1	65	65	

Program						
		Space Name	Quantity ¹	Unit ASF	Total ASF	Comments
4.0	STUD	Y FACILITIES			7901	
	4.01	Resource-Research Collection	8	539	539	Visitors and staff use
	4.02	Conservation Workroom	4	380	380	Binding, repairs
	4.03	Archives	1	1075	1075	Gunsmithing and rare collections
	4.04	Library Collection	1	1849	1849	Incl. reading areas
	4.05	Circulation	4	65	260	Includes self-serve kiosk
	4.06	Library Workroom	1	372	372	
	4.07	Library Storage	1	61	61	
	4.08	Media Room	4	43	174	
	4.09	Listening Room	1	67	67	
	4.10	Study Lounge	1	2159	2159	72 read. rm. cap.; 144 assembly cap.
	4.11	Study Lounge Storage	1	69	69	Storage for tables and chairs
	4.12	Study Room	1	130	130	
	4.13	Study Room	1	130	130	
	4.14	Study Room	1	100	100	
	4.15	Study Room	1	100	100	
	4.16	Study Room	1	130	130	See footnote 2 option.
	4.17	Study Room	1	130	130	See footnote 2 option.
	4.18	Study Lounge - Mezzanine	1	176	176	
6.0	GENE	RAL USE			1769	
	6.01	Gallery Lounge	1	1371	1371	46 capacity
	6.02	Meeting Room	1	398	398	16 capacity
7.0	SUPP	ORT FACILITIES			26	
	7.01	IT Closet	1	26	26	
	TOTA	L NET BUILDING AREA			20,190	ASF
	TOTA	L GROSS BUILDING AREA			32,473	GSF
		Efficiency			62.17%	

Footnotes:

Quantity will indicate ASF for entire room or area of room, unless noted by seat/station, or number of rooms.
 TSJC can option to maintain the original 1,282 ASF classroom for a STEM-type classroom and remove Study Rooms 4.16 and 4.17. Capacity is 64 with 2 required exits.



Program
Room Use Codes
Assignable
POSTSECONDARY EDUCATION
FACILITIES INVENTORY AND
CLASSIFICATION MANUAL FICM
CI E 1111 (100

Classroom Facilities (100)

Laboratory Facilities (200)

Office Facilities (300)

Study Facilities (400)

General Use Facilities (600)

Facilities Support (700)

II.D. ALTERNATIVES ANALYSIS

The proposed renovation project for the Freudenthal Library is the highest and best solution to address the present use of this facility and improving its efficiency of operations, as well as planning for growth and change all within its existing framework. Additionally this project intends to address reported health and life safety deficiencies.

Two alternatives are presented below for discussion, though they do not adequately address the space needs. The College will continue to consider means of delivering the project in the most timely and cost effective manner.

Option One: Continued use of existing building and do nothing.

The impacts of this alternative will have long-term repercussions which ultimately affect growth potential for the College and its programs. Ongoing security issues will lead to intermittent use of the building. Without the proper attention needed to maintain the Library's special collections, some materials will need to be off-loaded or sold. Programs such as gunsmithing and the general public will lose access to these valued materials.

Option Two: Relocate programs to other Campus buildings

The relocation of the Louden-Henritze Museum is already being addressed in the proposed renovation project. With over 2,000 ASF for its operations, it is a size reasonably managed for reassignment to another building. The Student Success Center operations are mission critical to TSJC. Relocating these operations would prove disruptive for the College, especially the students. Relocating the Library, which provides critical services to TSJC, would not be a reasonable undertaking. The space assigned to the Library operations, over 8,000 ASF is significant. The special collections alone have specific requirements for storage and handling. The costs for relocating the Library's established operations to another campus building and repurposing the vacated space for other functions would prove expensive.

TSJC remains committed to make innovative education opportunities accessible to all segments of its service areas. With insufficient program space, student engagement becomes difficult.

III. IMPLEMENTATION AND DESIGN CRITERIA

III.A. SPATIAL RELATIONSHIPS

The programs planned for the Freudenthal Library building required a thorough understanding of spatial relationships within the academic functions and their interdependence with the Library, the Student Services departments, and other building functions such as the Museum. Consideration was placed on people traffic and distractions between functions and spaces, scheduled times in the building, operations logistics, and physical comfort within the assigned space and that of their adjacent spaces.

The planners relied on a variety of data ascertaining space requirements, logical room placements and growth potential, further confirmed by TSJC Administrators, the Library Coordinator, the CTE Dean, Business Faculty, Facilities and IT staff, and the Institutional Research Department. The planners further investigated other similar buildings; Hall Architects reviewed Colorado Springs' Pikes Peak Library District's Library 21C and Penrose Library, libraries with makerspaces and business centers featuring incubators and co-working space.

Programmed spaces for the Freudenthal Library have been organized into the following assignable space categories, as listed in the Postsecondary Education Facilities Inventory and Classification Manual, published by IES, and illustrated in the graphic below:



General Storage; Telecom Distribution (IT closets);

Nonassignable

Public Restrooms, Janitor Closets, Mechanical Rooms, Public Corridors

Programmed Study Space, which accounts for study rooms, reading rooms, library stacks, and all support spaces, including but not limited to processing rooms, workrooms and storage, comprised the most space under the Program Plan with over 39% of overall assignable building square footage.

Programmed Academic spaces (Classrooms and Teaching Laboratories) provide not only for current class sizes but are also configured to be flexible and purposeful with room to adapt to a variety of activities as well as for growth. These spaces comprise 17.6 percent of overall assignable building

square footage and are mostly concentrated on the Upper Level, with the exception of the Testing Center on the Main Level.

Programmed Office Space takes into account staffing for various operations, including anticipated growth, as well as faculty and their respective storage needs. Offices comprised 28% of overall assignable building square footage.

Louden-Henritze Museum of Archaeology

Developing this program plan needed to consider the spaces assigned to the Louden-Henritze Museum, but more important, the Museum as a significant contributor to the building's identity and history and to Trinidad State. It was decided that the Museum spaces, occupying significantly less space overall could find a home on the Trinidad Campus, as it has been known for all its life as being associated with the campus and the institution; the Museum and its exhibits were previously set up in the Berg Building.

Two phases have been set up to address the Museum:

<u>Phase One</u>: The museum and its spaces remain for a period of time, until a new location is found and to allow for its space to be vacated. Some of the Library collections will be moved offsite temporarily.

<u>Phase Two</u>: The vacated spaces are reassigned to Library Operations.

i. Diagrammatic Plan

The bubble diagram schemes on the following pages illustrate the space relationships. These layouts is derived from statements of desired adjacencies. This diagram loosely represents a building configuration used in developing an overall cost model for the project, however, it should not be construed as the ultimate building configuration. The design A/E is encouraged to explore innovative solutions for building configuration, using the adjacencies and general spatial needs outlined in this program plan as a guide. Furthermore, creative solutions for the use of shared facilities should be investigated along with the critical design criteria derived from a detailed site investigation and Green Building considerations.

LOWER LEVEL: THE LOUDEN_HENRITZE MUSEUM & THE LIBRARY

The Museum's physical spaces in the building are appropriately located at the Lower Level shared by Physical Plant non-assignable space, with little interaction and distraction from other building functions. Two phases have been set up to address: (1) the presence of the museum for a period of time, when a new location can be located to allow for its space to be vacated; and (2) assigned to other uses.



PHASE ONE: The largest use at the Lower Level is non-assignable Mechanical-related space. Museum space remains unchanged.



ENTRANC STAIRWELL LIBRARY STORAGE MECHANICAL OFFICE EXTERIOR EXIT MECHANICAL ELEV. ANITO RESTROOM RESTRO LIBRARY ARCHIVE ACADEMIC STORAGE

PHASE TWO: Spaces vacated by the Museum are reassigned to the Library operations, particularly to similar archived collections.

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MAIN LEVEL: TSJC LIBRARY AND THE STUDENT SUCCESS CENTER

The Library operations remain in their current spaces on the east wing with newly created department spaces. The decrease of current circulating library collections allow for space to be vacated. The Student Success Center is reorganized, with the Testing Center moved to the West Wing for its relationship as a similar student service. Additional study space is created for the Library in the form of the Study Lounge, which takes over the Library stack space, and will be primarily for Study Hall use, and free up space in the Student Success Center for program growth.



UPPER LEVEL: CLASSROOMS, A MAKERSPACE, A BUSINESS INCUBATOR, FACULTY OFFICES AND STUDY AREAS

The original design for the Upper Level was purposed primarily for teaching spaces with five large classrooms, averaging over 900 ASF. The conclusion of the utilization studies reporting a surplus of classrooms resulted in repurposing two original classrooms into a Makerspace and Business Incubator. Study areas are added to give students purposeful study space, particularly for study groups. The Faculty Offices stay in the same area but are reorganized into a more flexible open office space. The Meeting Room (Seminar A) is physically removed from its location and relocated to be adjacent to the newly created Makerspace and Incubator to serve as a formal presentation space. The removal of Seminar A allows for the entry vestibule to be more open and welcoming to visitors.

ii. Conceptual Floor Plans – Phase One See Appendix IV.A for individual floor plans.



Proposed Plan removes the room occupied by Seminar A to open up the entry vestibule below. It also creates the TSJC Business Incubator, High Tech Makerspace and a new Meeting Room within current rooms 311 and 312. Three identically sized Classrooms (984 ASF) 308, 309 and 310 will be created with adjacent Study Rooms. The Faculty Office suite will create an open office area for 7 stations with 2 Solution Rooms. Additionally, a study area mezzanine directly off the Upper Level will be a feature space of the new two story tall Study Lounge.



Proposed Plan involves removing the library stacks and assigning a large study lounge for study hall and special events. The library collections will be consolidated in the east wing as with the circulation desk and other library support functions. Collections that cannot be accommodated under this phase will be moved offsite temporarily. Media/Listening Rooms will be introduced. The Student Success Center will be renovated to include the new Testing Center and additional offices, as well as enlarge its entrance for better viewing out. The Security Office will be centrally located to monitor the main building entrance. A new Gallery Lounge will feature exhibit space for TSJC and community artists. The exterior courtyard will be open for regular use and planned events.



Proposed Plan maintains the current layout and functions. Construction at this level involves mostly accessibility upgrades to restrooms, stairwell railings; this work will apply to all levels. Plumbing fixture count will be required to be verified with anticipated larger occupant loads.

LOWER LEVEL

Section III.A., page 28 April 15, 2020 ii. Conceptual Floor Plans – Phase Two See Appendix IV.A for individual floor plans.



Proposed Plan under this phase will not involve any change.



Proposed Plan under this phase will not involve any change.

MAIN LEVEL



Proposed Plan under this phase moves the Museum offsite and assigns its spaces to the Library and Storage for Academic needs.

III.B. SITE IMPROVEMENTS AND REQUIREMENTS

As this Renovation project is largely interior in its scope, there are few site improvements, as noted below.

Site and Utility Issues

No new utilities are planned for this project.

Parking

Under Phase Two, the Project will involve installing street parking to the south of the existing building, along Park Street, with associated accessible sidewalk development. See drawing below.



Utilities

Utilities to service the proposed Project are well established. All utilities are supplied by the City of Trinidad.

Other site amenities and landscaping

Site studies for the parking design should include assigning designated parking for rideshare and carpool vehicles to encourage less motor vehicle traffic. Bicycle/motorcycle racks should be planned, with consideration for a campus-wide bike share program.

In addition, possible use of permeable paving materials should be considered for LEED goals.

For the exterior courtyard improvements, artificial turf materials are being planned with a built-in permeable drainage system to reduce maintenance.

III.C. DESIGN REQUIREMENTS

The following narratives address the scope of work pursued with the completion of Phase 2.

i. New Utilities Required

No new utilities are required for this project. Possible new Photovoltaic (PV) and wind applications can be conceptually planned. Additional information on specific utility requirements is covered in depth in Appendix IV.C., "Room Data Sheets."

ii. Building Systems and Any Applicable Performance Criteria

Building Construction

The Conceptual building design anticipates the renovation to be accomplished within its existing footprint, with the exceptions of an added low profile glass vestibule (78 ASF) in the outdoor courtyard to address required exiting, and the addition of an exterior exit door with exterior stairs from the interior floor level to grade. The work will occur in two phases, with the majority of work scoped under Phase 1, which

Anticipated Total Building Area based on programmatic needs, and taking into account required support space, is 20, square feet per the TSJC space needs analysis included in this Program Plan.

Building Systems

Modifications to the building's structural system are planned for this renovation project. The intent to create more open interiors will involve the sawcut of openings in load bearing partitions at both the Main and Upper Levels for widened doorways, and the removal of the Seminar A Meeting Room floor slab. Exterior wall openings are planned for addressing the additional required exits, both out of the exterior courtyard and the new Study Lounge which replaces the Library Stacks Reading Room. Additionally, a new mezzanine floor structure will be supported off of the Third Level as well as new supports dropped in to the Main Level Study Lounge. The planned exterior screen feature will tie into the existing roof structure over the main entrance doors with footings drilled into existing pavement.

There are temperature control distribution issues with the Freudenthal Library building, which will entail redesign and/or modification of the interior mechanical distribution system, and better thermal control of exterior walls with shading technologies and exterior window replacement.

At least one classroom and the new Meeting Room will have videoconferencing interface with the Valley Campus. Infrastructure for the campus' telecommunications system with appropriate distribution should be coordinated with TSJC's most current IT Master Plan. Information on specific room requirements are covered in depth in Appendix IV.C., "Room Data Sheets."

Applicable Performance Criteria

The following building codes and standards are anticipated to be in effect and adopted by the State Architect's Office at the time of Architect Selection. They are the minimum requirements to be applied to all state-owned buildings and physical facilities, including capital construction and controlled maintenance projects:

2018 IBC, IEBC, IMC, IECC, IFGC, IFC, IPC 2017 NEC NFPA standards 2015 ASME Boiler and Pressure Vessel Code 2009 ICC / ANSI A117.1 Accessible and Useable Buildings and Facilities

ii.a. Planned Green Building Goals

Green Building for Green Technology

Trinidad State Junior College has the opportunity to create an environment aligned with sustainable principles with the renovation of the Freudenthal Library Building. TSJC is planning to seek LEED certification. Building commissioning, site infrastructure design, energy conservation features (e.g. use of natural daylighting, lighting control systems, building automation systems, and demand side ventilation design where feasible) and building design material selections employing renewable resources will factor into creating a LEED certified building. Information on initial LEED concepts to be pursued are shown on the attached Appendix IV.A.iv., "LEED v4.1 for Operations and Maintenance: Existing Buildings Scorecard".

Alternative transportation options, storm water and waste management plans, open space and alternative energy systems are high design priorities. Provisions for carpool parking and bicycle/motorcycle racks will encourage these modes of transportation.

iii. Architectural Design Features

Exterior Improvements

The Program Plan does not propose any major exterior building alterations, except for the replacement of the exterior single glazed window system throughout with insulated, low-E glazing. Other exterior improvements are described below.

Main Entrance:

The Plan proposes a transformation of the north-facing main entrance with a modern and vibrant open screen system of metal and glass. Its simplicity of line aligning with the building's existing panel joints allow this system to blend into the architecture, announcing the entrance on the campus landscape to attract students, faculty, staff and visitors.

Contemporary metal signage identifies and lends to the sense of place and the site's legacy.



Conceptual drawing: Hall Architects

Courtyard:



Location of future glass vestibule, noted by red circle.



Source: Google search, Pinterest. Turf ideas.

Though the building's courtyard is an exterior space feature, the Program Plan proposes to rejuvenate and refresh this space with a purposeful installation of low maintenance artificial turf and new modern bench seating. A low profile exterior egress glass vestibule will be planned to meet exiting requirements at the southwest corner of the courtyard. See photograph and proposed conceptual plans. Outdoor events, such as lectures, music and art exhibits and catered meals are envisioned in celebrating this outdoor space.

Interior Improvements

The Program Plan seeks to address the concerns highlighted in Section II.A., particularly space inefficiencies, health and life safety deficiencies along with security concerns. Some of the major improvements are detailed in the narratives below.

Opening up the entry vestibule:

"Seminar A", the 374 ASF meeting room on the Upper Level, directly above the building's main entrance is proposed to be physically removed along with its floor plate, to open up the entry vestibule. The resulting effects will visually open the entrance from the Upper Level, create a more inviting and welcoming space, raise awareness of people movement in the building, thereby aiding people entering as well as the people already in the building. The quad area can now be directly viewed from the central Upper Level stair landing. Properly placed signage will also assist in directing visitors.

Security Office moved to a central location:

Moving the Security Office to a highly visible location in the central lounge area, places "eyes" on the activities of people entering and leaving the building. TSJC and their Security Department will need to review their security goals to determine the most appropriate protocols for the Freudenthal Building, whether security personnel will be very visible to the public or take a more semi-visible approach.

Securing entrance into the Main Level large spaces:

Overhead rolling grille doors will be installed over the new large entrances being created for the Library areas and Student Success Center, as well as the existing opening to the new Study Lounge. These doors will keep building visitors out of respective areas during after hour functions.

Accessibility improvements:

Updating and achieving accessible public restroom entrances, plumbing fixtures, guardrails and railings are among the improvements planned for the Renovation project.

New spaces for making special and rare materials accessible for research and posterity:

Trinidad State's legacy from the unique program offerings over its history, including a former robust Archaeology program to its renowned gunsmithing program extend into the special collections presently housed in the Freudenthal Library. Spaces planned for specific activities include a Research room opened to the public for genealogy studies, a Conservation room for repair and binding, and a Listening Room for accessing early twentieth century shellac recordings and vinyl media. Each of these environments will require special planning for proper storage and protection from ultraviolet exposure and extreme room temperatures. The Listening Room will also consider the use by the patron who is interested in transcribing. See Appendix IV.A.ii. for "Design Recommendations for a Library Listening Room".



Source: Google search. 45 RPM vinyl.

IMPLEMENTATION AND DESIGN CRITERIA



Creating a Wow Space:

The elimination of the Library Stacks structure will open the room occupants to a dramatically tall and impressive space, punctuated with natural light coming from north-facing slim windows. See photos above. The photo example of the tall reading room at the New York City Library (above) illustrates the special ambience of such a space. Special rated ceiling and wall treatments will be installed to address sound reverberation and absorption.

Makerspace and Business Incubator:

The inherent entrepreneurial nature of both the Makerspace and Business Incubator models will have a fitting place on the Upper Level being created under the Freudenthal Library Renovation project. Both spaces will also have access to the newly created Meeting Room with robust videoconferencing capabilities, which will allow for Trinidad State students to demonstrate business products and present business plans. Access to the Makerspace and Incubator will be scheduled, with multiple potential collaborations with the City of Trinidad, Co-op artists, community groups, and entrepreneurs, in addition to Robotics Club members, Trinidad State faculty and staff.





Photos of Business Center, Library 21C, Pikes Peak Library District. Source: Hall Architects.

IMPLEMENTATION AND DESIGN CRITERIA



Photos of Makerspaces: Innovate & Make Space, Lamar Community College, Lamar, CO (left), and Make I, Library 21C, Pike Peak Library District, Colorado Springs, CO (right). Source: Hall Architects.

Finishes and other features:

Low maintenance floors (porcelain tile, linoleum, carpet tile with hard-working entry zone mats will address high traffic and the outdoor elements of dirt / dust / rain / mud / snow, and reduced maintenance scheduling. The selection of low VOC high performance coatings and paints will address health and long term maintenance of exterior and interior finishes. Sound attenuation will be addressed throughout the building – public spaces vs. controlled sound spaces (academics and support, administration etc.) to create desirable ambient quality and speech-intelligibility through properly selected ceiling, wall and flooring finishes. Casework with lockable storage will be required for areas being opened to more community visitors. Building lockers for the Testing Center, the Makerspace, and the Business Incubator will be located throughout the building. The planned Study Alcoves can employ specialized flexible furnishings. Mobile glass boards and/or whiteboards will be utilized in study areas. Single seat furniture has been requested for student congregating areas. Security features from door hardware via card readers and surveillance cameras will be planned. Refer to Appendix IV.C., "Room Data Sheets" for additional planning requirements.

The College will need to evaluate existing Furniture, Fixture and Equipment to determine if they are appropriate; the cost model developed in this report has assumed a fair amount of replacement costs. The College should develop their FFE list early in the project design phase to assure that they can properly outfit the facility.

III.D. PROJECT SCHEDULE, COST ESTIMATES, AND FINANCIAL ANALYSIS

i. Project Schedule

General

The probable Design and Construction schedule for the Freudenthal Library Renovation project is as follows:

Step (1):	Summer 2021 – Sprin	a 2022 (9 mo	nths): Design, L	ife Cycle Cost	Analysis
			nanoj. Dooign, E		/ 11 101 9 010

Step (2): Spring 2022 – Summer 2023 (12 – 15 months): Phase 1 Construction

Step (3): Summer 2023 – December 2023 (5 months): Phase 2 Construction

ii. Cost Estimates

Information for cost estimates are covered on the following pages.

iii. Financing Explanation

Trinidad State Junior College anticipates that this Project will be financed through State provided Capital Construction funds.

PHASE ONE: ESTIMATE OF PROBABLE COST DETAIL

TRINIDAD STATE JUNIOR COLLEGE - FREUDENTHAL LIBRARY RENOVATION

Program Plan Phase - Estimate of Probable Cost

4/13/2020	
PHASE 1 RENOVATION	

THASE THENOVATION	Unit Cost	Unit	Quantity	Est'd Cost	Total
Lower Floor					
Renovate Restrooms	18,000.00	ea	2	36,000	
Door Operators at Restrooms	1,500.00	ea	2_	3,000	39,000
					33,000
Second Floor	7 500 00	1.		7 500	
Vestibule at Courtyard	7,500.00	IS	1	7,500	
Remove Stacks	10.000.00	ls	1	10,000	
Architectural Upgrades Old Stacks Rm / New Study Rm	22.00	sf	2150	47,300	
New Overhead Grille at Study Room	4,500.00	ea	1	4,500	
Add new exit and exit stair to Study Room	25,000.00	ls	1	25,000	
Modify courtyard doors at existing Reading Reference Rm	9,500.00	ea	2	19,000	
Architectural Upgrades New Gallery Lounge	18.00	sf	1407	25,326	
Architectural upgrades to New Student Success Ctr	9,000.00	ea	2550	27,000	
Listening Bm/Security Office Modifications	15,000,00	ls	2000	15,000	
Architectural upgrades to New Collections/Circulation	25.00	sf	2100	52,500	
Structural upgrades to New Collections/Circulation	20.00	sf	2100	42,000	
New Overhead Grille at Collections/Circulation	4,500.00	ea	1	4,500	
Architectural upgrades to New Library Support	25.00	sf	521	13,025	
Misc Architectural Upgrades - Remainder of Floor	12.00	sf	3500	42,000	
Door Operators at Restrooms	1,500.00	ea	2	3,000	
Stairwell Guardrail/Handrail code upgrades	6,000,00	flight	2	36,000	
Fire Alarm modifications throughout floor	1.75	sf	14675	25.681	
Fire sprinkler modifications throughout floor	1.30	sf	14675	19,078	
HVAC Improvements throughout floor	26.00	sf	14675	381,550	
Lighting Improvements throughout floor	7.50	sf	14675	110,063	
Electrical Improvements throughout floor	5.50	sf	14675	80,713	
					1,137,835
Third Floor				Constant and a co	
General Purpose Classrooms / study rooms Renovation	34.00	sf	3650	124,100	
Structural Mods for GP Classroom Renovation	16,000.00	ls	1	16,000	
Structural Mods to remove floor at existing confirm	22,000.00	IS	750	22,000	
Architectural Liporades for Incubator	25.00	of	750	13,500	
Architectural Upgrades for Makerspace	25.00	sf	932	23,300	
Architectural Upgrades for Office Suite	25.00	sf	1173	29,325	
Change upper gallery/guardrail aesthetic	125.00	lf	100	12,500	
Add small mezzanine structure & guardrail to New Study lounge	36,000.00	ls	1	36,000	
Architectural Finishes at new mezzanine	20.00	sf	176	3,520	
Misc Architectural Upgrades - Remainder of Floor	12.00	sf	3500	42,000	
Door Operators at Restrooms	1,500.00	ea	2	3,000	
Fire Alarm modifications throughout floor	1 75	sf	12150	21 263	
Fire sprinkler modifications throughout floor	1.30	sf	12150	15,795	
HVAC Improvements throughout floor	26.00	sf	12150	315,900	
Lighting Improvements throughout floor	7.50	sf	12150	91,125	
Electrical Improvements throughout floor	5.50	sf	12150	66,825	
					885,453
Building Exterior Work					
Replace exterior windows / storefronts throughout	85.00	sf	2950	250 750	
New Main Entry Structure	95,000,00	ls	2350	95,000	
	00,000,00		· _	00,000	345,750
Cite Work					
Sile WORK	_	ef	0	1 m 1	
	-	ls	0	-	
		10	°_		2
				0.400.007	
Phase 1 Subtotal	0.10			2,408,037	
Contractor's Fee 8%	0.18			192 643	
0011100070	0.00		Subtotal	3.034.127	
24% Conceptual Design Contingency	0.24			728,190	
Base Bid Phase 1	Construction	n Total (April 2020)	3,762,317	56.24%
					GC &
					mark-ups
Base Rid Phase 1 Construction Total	(July 2021 pr	niected)	3 50%	3,893,999	
	toury Loz i pit	Jooled)	0.0078	0,000,000	
PHASE TWO: ESTIMATE OF PROBABLE COST DETAIL

PHASE 2 RENOVATION

PHASE 2 RENOVATION	Linit Cost	Linit	Quantity	Est'd Cost	Total
Lower Floor	01111 0031	Onit	Quantity	2310 0031	Total
Architectural Upgrades Old Museum spaces	25.00	sf	2650	66.250	
Misc Architectural Upgrades - Remainder of occupied Floor	14.00	sf	750	10,500	
Fire Alarm modifications throughout occupied floor	1.75	sf	3400	5,950	
Fire sprinkler modifications throughout occupied floor	1.30	sf	3400	4,420	
HVAC Improvements throughout occupied floor	26.00	sf	3400	88,400	
Lighting Improvements throughout occupied floor	7.50	sf	3400	25,500	
Electrical Improvements throughout occupied floor	5.50	sf	3400	18,700	
			-		219,720
Second Floor			0		
	-	ea	0	-	
	-	ea	0		
		SI	0_	-	
Third Floor					
		ea	0		
	-	ea	0	-	
	-	sf	0_	-	
					-
Building Exterior Work					
Building Extender Went		sf	0		
	-	ls	Ő		
			_		-
Site Work	10.50				
Site Demo Grading and compaction prep	16.50	st	3500	57,750	
Site Paving	2,450.00	/space	12	29,400	
Curb & Gutter	15.00	lt	130	1,950	
Sidewalks	30.00	If	130	3,900	
Exterior Lighting improvements	16,500.00	IS	1	16,500	
Misc Landscaping & Re-Seed	14,000.00	IS	1_	14,000	100 500
					123,500
Phase 2 Subtotal				343,220	
General Conditions 18%	0.18			61,780	
Contractor's Fee 8%	0.08			27,458	
			Subtotal	432,457	
				1.000000000000000000000000000000000000	
24% Conceptual Design Contingency	0.24	(103,790	
Bas	se Bid Phase 2 (Construc	ction Total	536,247	56.24%
					GC &
					Contingency
					maneups
Base Bid Phase 2 Construction Tota	al (July 2021 pro	ojected)	3.50%	555,016	

SC4.1 SIMULATION WORKSHEET

TSJC - FREUDENTHAL LIBRARY RENOVATION - COMBINED PHASES SC-4.1 Simulation Worksheet

4/15/2020 Projected to July 2021

A. Land / Building Acquisition	Phase 1	Phase 2		Notes
B. Professional Services Master Planning Site Surveys, Investigations, Reports Architectural/Engineering Basic Services (11% Code Review / Inspection (1.5% Project Mgt Assistance (4% Advertisements Abatement Library Collections - Relocations/Storage Museum Collections - Relocations/Storage	\$15,000 \$443,332 \$60,454 \$176,212 \$2,000 \$175,000 \$35,000	\$12,000 \$62,446 \$8,515 \$27,108 \$2,000 \$45,000 \$35,000	\$0_	1 2 3 4
C. Construction or Improvement		2	\$1,099,066	
Sevice / Utilities Site Improvements Structure / Systems / Components Other High Performance Certification Program (3.5%	\$3,893,999 \$136,290	\$192,956 \$362,060 \$12,672		5
D. Equipment / Furnishings / Communications Equipment Furnishings Communication	\$95,000 \$220,000 \$60,000	\$25,000 \$60,000 \$25,000	\$4,597,977_	
E. Miscellaneous Art in Public Spaces (1%) Other	\$50,323	\$7,848	\$485,000	
	F. Tota	I Project Costs	\$6,240,214	
G. Project Contingencies (5% new, 10% renov, B,C,D,E only)	\$536,261	\$87,760	\$624,021	
H. Total Budget	\$5,898,870	\$965,365	\$6,864,235	

Notes: 1. Asbestos reports, soils reports,

2. Need to add in soils engineer for Phase 2 const phase

3. Need Code Consultant and Special inspections for drilled piers, concrete, steel

4. Assumed necessary due to limited staff availability for significant renovation management

5. Parking improvements estimated budget

IV.A. SUPPORTING DOCUMENTS

- i. Conceptual Design Floor Plans: Phase 1 & 2 Lower Level, Main Level, Upper Level
- ii.
- "Design Recommendations for a Library Listening Room" "LEED v4.1 for Operations and Maintenance: Existing Buildings Scorecard" iii.





2,596 ASF = 865 (Office) + 1,731 (General Use) + 2,476 (Support,

7,110 GSF / 2,476 (Some non-ASF Support)

PROPOSED LOWER LEVEL Phase 1





2,581 ASF = 399 (Classroom support) + 188 (Office) + 1,994 (Study)

7,110 GSF / 2,476 (Some non-ASF Support)

PROPOSED LOWER LEVEL Phase 2





14,672 GSF

(Study) + 1,371 (General Use) + 26 (Support)





7,068 ASF = 3,156 (Classroom) + 923 (Open Teaching Laboratory) + 1,695 (Office) + 896 (Study) + 398 (Meeting Room) 12,152 GSF

PROPOSED UPPER LEVEL



DESIGN RECOMMENDATIONS FOR A LIBRARY LISTENING ROOM

Prepared by Miles Hall

Turntable needs

Vinyl records were not formally introduced to the consumer market until 1948. Most recordings prior were made of shellac, for playback by a phonograph at 78rpm. There do exist a few recordings from the 1930s that were printed on vinyl and were intended for playback at 33rpm. However these are extremely rare, as they did not sell very well due to high overhead cost for playback during the great depression. Shellac records ended up being phased out of production by 1958. 1958 was also the year stereo records became available to the public.

Shellac records can be played on turntables, however it is important to bear in mind 2 things. The first is that the turntable can handle a playback speed of 78rpm. The second is that the grooves of shellac records are much larger than the '*microgroove*' format of vinyl records. Shellac grooves are about 3mm while vinyl grooves are about 0.6mm. As such, shellac records require a different stylus to play than vinyl records do.

With all this information in mind, and depending on the age-range of these recordings, specifically if there are any younger than 1948; I would suggest purchasing 2 turntables, one specifically for shellac recordings (you can call them 78s for shorthand), and one for vinyl. Should all the vinyl be pre-1958, you can go ahead and install a stylus specifically for monophonic playback. If not, one a stereophonic should be fine (no harm will come to the record), but with the expectation that a monophonic stylus will give playback with less noise.

The other option would be to instruct the attendant of this listening room as to the format needs and have them replace cartridges and styli for whatever the listening needs are, but this can be time-consuming and also because cartridges are rather fragile pieces of hardware, there will be much more wear than just regular listening usage and will have to be replaced more frequently.

The benefit of having 2 turntables is if the listener has both 78s and vinyl they would like to listen to they would be able to hear both kinds in a single listening session.

Stereo needs

There are many options available for amplifiers, honestly too many, and many of them can get very high in price range. Tube amplifiers are the obvious audiophile answer. When people refer to the *warmth* of tube amplifiers, what they are generally referring to is an increase of harmonic overtones which are created by pushing electricity through the vacuum tubes. I will attest there is a sonic difference between tube and standard solid-state amplifiers in favor of tubes, however to the average listener, this difference is almost negligible. And when coupled with the cost of tube amplifiers, especially for a 2 turntable setup (which will require purchasing at least 2) the overall price can really get up there.

I would suggest buying turntables with built-in preamps, so you can bypass the cost of expensive preamps, or have to find a receiver with 2 phono inputs. A standard receiver will be just fine, as its job is not to boost the volume of the turntable itself, but rather to boost the volume of the speakers. And unless you want to entrust the plugging and unplugging of the equipment to the listener, a receiver with an easy to use switch will be the most effective.

Gear Recommendation

For turntables, I would suggest an audio-technica LP-60XUSB for vinyl records and an Audio-Technica AT-LP120BK-USB with a VM670SP for 78s. For a receiver I would suggest a STRDH190. For speakers I would say a set of Klipsch R-41M would work well. With standard speaker wire the cost of all this would be around \$900.

The Space

This room would best be served by treatment as a sound booth. The most important aspect of it will be to keep outside noise to a minimum, but a secondary concern would be treatment of the space to allow playback to be faithfully experienced.

My suggestion for treatment of the interior is to have carpeting on the floor; smooth hard surfaces should certainly be kept to a minimum. The ceiling would also benefit greatly from some diffusion (for example <u>https://www.supplyhouse.com/Hart-Cooley-50510-FPD308-Four-Way-Steel-Ceiling-Diffuser-8-</u> <u>Collar?gclid=Cj0KCQjwmdzzBRC7ARIsANdqRRIMGH3Wk8B0MWUTPFyJbH33bjNfrYwDc3xA</u> <u>TroIOYxmoWzC4ifWBGkaAvSAEALw_wcB</u>), though this is not necessarily pertinent. The door and the walls to this space should be thick and potentially filled with a heavy non-porous material. Door seals would also be ideal (such as <u>https://www.soundproofcow.com/product/quiet-door-perimeter-seal/</u>) to keep any air between the near and the autoide to an abactute minimum. If this is passible the only treatment really.

the room and the outside to an absolute minimum. If this is possible the only treatment really needed for the walls would be some acoustic panels just to keep the room from being too reverberant.

In previous discussions we had spoken of a window, so that the people inside the listening space would not be entirely disconnected from the outside. Given the layout sent to me in your notes, I would suggest the window be no more than 2' adjacent to the door frame. You could potentially utilize some textured glass to act to sound diffusion, or purchase diffusion windows (<u>http://arithmetic-design.com/diffuse-glass/</u>) but you would probably be fine with just keeping the window visible to the outside but also a minimum of actual surface area along the wall. Keep in mind the thinner the glass, the more noise from the outside can be let in.

In order to fit both a stereo receiver and 2 turntables on the space, I'll suggest for the desk to take up the entirety of the back wall, and come out 2'-6", allowing a 7'x7' space for the listener. This gives desk space for laptops, music scores, etc. around 11.25sf which should be enough to work with, provided one of the turntables lives on top of the receiver which is common. The other option would be to store the receiver in a rack on the side of the desk. This could free up more desk space.

The speakers could potentially also be kept on the desk, but may be better served by being mounted on the wall slightly above the desk. This not only frees up desk space, but allows the speaker cone to also live at ear-level of the listener. The advantage of this is that the sound of the speakers also won't create some unwanted resonance with the rest of the room, from vibrating against the desk. The speakers should also be angled inward, to face the listener directly.

Sources and further reading

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Rossing, Thomas D., 1929-/.

The science of sound.-3rd ed. / Thomas D. Rossing, Paul Wheeler, and Richard Moore.1



Y ? N

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LEED v4.1 for Operations & Maintenance: Existing Buildings

Scorecard

Prereq Waste Performance

Credit Purchasing

0	0	0	Locat	ion and Transportation	14	0	0	0	Indoor	Environmental Quality	22
6			Prereq	Transportation Performance	14	Y			Prereq	Minimum Indoor Air Quality	Required
						Y			Prereq	Environmental Tobacco Smoke Control	Required
0	0	0	Susta	inable Sites	4	Y	1		Prereq	Green Cleaning Policy	Required
			Credit	Rainwater Management	1	8	1		Prereq	Indoor Environmental Quality Performance	20
			Credit	Heat Island Reduction	1				Credit	Green Cleaning	1
			Credit	Light Pollution Reduction	1				Credit	Integrated Pest Management	1
			Credit	Site Management	1				-		
			_			0	0	0	Innova	tion	1
0	0	0	Water	Efficiency	15				Credit	Innovation	1
6			Prereq	Water Performance	15				_		
0	0	0	Energ	y and Atmosphere	35	0	0	0	TOTALS	Possible Po	ints: 100
Y			Prereq	Energy Efficiency Best Management Practices	Required			Cer	tified:	40-49 points, Silver: 50-59 points, Gold: 60)-79 points, Plat
Y			Prereq	Fundamental Refrigerant Management	Required						
.3			Prereq	Energy Performance	33						
			Credit	Enhanced Refrigerant Management	1						
			Credit	Grid Harmonization	1						
0	0	0	Mater	ials and Resources	9						
Y			Prereq	Purchasing Policy	Required						
17			Prereg	Facility Maintenance and Renovations Policy	Required						

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IV.B. ROOM UTILIZATION

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i. Classroom Utilization Analysis – Detail for Fall 2019, SmithGroup.



Trinidad State Junior College Classroom Utilization

There are 19 general purpose classrooms on the Trinidad State Junior College campus. They are scheduled, on average, 12 hours per week. When a room is scheduled, on average, 43% of the student stations (seats) are occupied. This is lower than the typical utilization expectation for a community college of 30 hours per week with 65% of the stations occupied, indicating a surplus in classroom capacity at TSJC.

The following chart lists all general purpose classrooms on campus. Included is the number of student stations in the room, the average enrollment of the course sections taught in the room, the hours per week the room is scheduled, and the percentage of seats occupied when the room is scheduled.

Also included is the number of weekly seat hours, which is a measure of the number of hours per week each classroom seat is occupied. The typical expectation at a community college is 19.5 weekly seat hours campus wide.

Room ID	Space Use Code	Assignable Sq. Ft.	No. of Stations	Assignable Sq. Ft. Per Station	Average Enroll- ment	Weekly Student Contact Hours	Weekly Seat Hours	Weekly Room Hours	Hours in Use Student Station Occupancy %
BERG								I	No. of Rooms = 7
BERG 105	110	0	66	0	21	501	7.6	24	32%
BERG 301	110	0	10	0	4	15	1.5	8	20%
BERG 304	110	0	24	0	16	276	11.5	17	70%
BERG 305	110	0	19	0	16	96	5.1	6	84%
BERG 307	110	0	20	0	13	93	4.7	8	62%
BERG 309	110	0	48	0	13	93	1.9	8	26%
BERG 310	110	0	38	0	14	162	4.3	12	36%
	Average		32	.0 *	14		5.5	12	45%
	Total		225			1,236		81	
DAVIS								1	No. of Rooms = 7
DAVIS 105	110	0	32	0	2	6	0.2	3	6%
DAVIS 115	110	0	25	0	11	144	5.8	13	44%
DAVIS 123	110	0	20	0	16	281	14.1	17	83%
DAVIS 133	110	0	24	0	10	138	5.8	15	40%
DAVIS 146	110	0	18	0	18	54	3.0	3	100%
DAVIS 203A	110	0	24	0	12	266	11.1	22	50%
DAVIS 215	110	0	24	0	9	276	11.5	29	40%
	Average		24	.0 *	11		7.0	14	51%
¥	Total		167			1,165		101	
LIB								1	No. of Rooms = 5
LIB 308	110	0	44	0	10	131	3.0	14	22%
LIB 309A	110	0	24	0	7	95	3.9	15	26%
LIB 309B	110	0	20	0	6	33	1.7	6	27%
LIB 310	110	0	32	0	2	10	0.3	6	5%
LIB 312	110	0	16	0	6	67	4.2	13	32%
	Average		27	.0 *	6		2.5	11	24%
	Total		136			335		54	
ŀ	VERAGE		28	.0 *	11		5.2	12	43%
	TOTAL		528			2,736		236	
NO. OF	ROOMS	19							

Classroom Utilization Analysis by Building

Fall 2019

At any point in time, no more than 10 classrooms are scheduled. The highest scheduled use is on Monday and Wednesday at 1:00 and on Tuesday at 11:00. Occasionally a campus has low overall utilization but "crunch" times when every teaching on campus is in use, requiring a change in scheduling policy to increase utilization. This is not the case at TSJC.

Time	Time Monday		Tuesday		Wedne	sday	Thursday		Friday		Average	
of Day	Rooms in Use	% In Use										
8:00 AM	6	32%	6	32%	7	37%	4	21%	1	5%	5	25%
8:30 AM	6	32%	6	32%	7	37%	4	21%	1	5%	5	25%
9:00 AM	5	26%	6	32%	6	32%	3	16%	1	5%	4	22%
9:30 AM	7	37%	9	47%	5	26%	7	37%	1	5%	6	31%
10:00 AM	7	37%	9	47%	5	26%	7	37%	1	5%	6	31%
10:30 AM	7	37%	9	47%	5	26%	7	37%	1	5%	6	31%
11:00 AM	6	32%	10	53%	4	21%	7	37%	0	0%	5	28%
11:30 AM	6	32%	10	53%	4	21%	7	37%	0	0%	5	28%
12:00 PM	4	21%	8	42%	4	21%	7	37%	0	0%	5	24%
12:30 PM	7	37%	9	47%	8	42%	7	37%	0	0%	6	33%
1:00 PM	10	53%	9	47%	10	53%	6	32%	0	0%	7	37%
1:30 PM	10	53%	8	42%	10	53%	6	32%	0	0%	7	36%
2:00 PM	4	21%	3	16%	3	16%	3	16%	0	0%	3	14%
2:30 PM	2	11%	3	16%	2	11%	3	16%	0	0%	2	11%
3:00 PM	1	5%	2	11%	1	5%	3	16%	0	0%	1	7%
3:30 PM	0	0%	4	21%	0	0%	5	26%	0	0%	2	9%
4:00 PM	1	5%	5	26%	2	11%	5	26%	0	0%	3	14%
4:30 PM	2	11%	6	32%	3	16%	5	26%	0	0%	3	17%
5:00 PM	2	11%	4	21%	3	16%	2	11%	0	0%	2	12%
5:30 PM	2	11%	3	16%	3	16%	2	11%	0	0%	2	11%
6:00 PM	3	16%	3	16%	4	21%	2	11%	0	0%	2	13%
6:30 PM	2	11%	1	5%	3	16%	1	5%	0	0%	1	7%
7:00 PM	2	11%	1	5%	З	16%	1	5%	0	0%	1	7%

Scheduled Classroom Use by Day and Time

(Fall 2019)

Total classrooms = 19

(Darker colors indicate a large percentage of rooms are scheduled.)

Freudenthal Hall has five classrooms. Four are scheduled at 1:00 on Monday and Wednesday. Three are scheduled from 8:00 to 9:30 on Monday and Wednesday. There is very little scheduled use of the classrooms in Freudenthal at other times.

						100				1000 1000		~~~
Time	Mon	day	Tues	day	Wedne	sday	Thurs	day	Frid	ay	Avera	age
of Day	Rooms in Use	% In Use										
8:00 AM	3	60%	2	40%	3	60%	0	0%	0	0%	2	32%
8:30 AM	3	60%	2	40%	3	60%	0	0%	0	0%	2	32%
9:00 AM	З	60%	2	40%	3	60%	0	0%	0	0%	2	32%
9:30 AM	1	20%	2	40%	1	20%	1	20%	0	0%	1	20%
10:00 AM	1	20%	2	40%	1	20%	1	20%	0	0%	1	20%
10:30 AM	1	20%	2	40%	1	20%	1	20%	0	0%	1	20%
11:00 AM	1	20%	2	40%	1	20%	1	20%	0	0%	1	20%
11:30 AM	1	20%	2	40%	1	20%	1	20%	0	0%	1	20%
12:00 PM	1	20%	2	40%	1	20%	1	20%	0	0%	1	20%
12:30 PM	2	40%	2	40%	2	40%	1	20%	0	0%	1	28%
1:00 PM	4	80%	2	40%	4	80%	1	20%	0	0%	2	44%
1:30 PM	4	80%	2	40%	4	80%	1	20%	0	0%	2	44%
2:00 PM	2	40%	0	0%	2	40%	0	0%	0	0%	1	16%
2:30 PM	1	20%	0	0%	1	20%	0	0%	0	0%	0	8%
3:00 PM	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
3:30 PM	0	0%	0	0%	0	0%	1	20%	0	0%	0	4%
4:00 PM	0	0%	0	0%	0	0%	1	20%	0	0%	0	4%
4:30 PM	1	20%	1	20%	1	20%	1	20%	0	0%	1	16%
5:00 PM	1	20%	1	20%	1	20%	0	0%	0	0%	1	12%
5:30 PM	1	20%	1	20%	1	20%	0	0%	0	0%	1	12%
6:00 PM	1	20%	٦	20%	2	40%	0	0%	0	0%	1	16%
6:30 PM	0	0%	0	0%	1	20%	0	0%	0	0%	0	4%
7:00 PM	0	0%	0	0%	1	20%	0	0%	0	0%	0	4%

Scheduled Classroom Use by Day and Time

(Fall 2019)

Total classrooms = 5

(Darker colors indicate a large percentage of rooms are scheduled.)

IV.C. ROOM DATA SHEETS

The following details design requirements per specific programmed space.

Source: Hall Architects.



Photo source: Louden-Henritze Museum.

Space Number	1.01
Space Name	Academic Storage (Lower Level)
Quantity	1
Unit Area	399 asf
Area	399 asf
Occupancy	В
Occupants	N/A
Description	Classroom Storage
Uses	Storage
Adjacencies	Elevator
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lockset reader
Windows	Shades
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	No
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	1.02 (308)
Space Name	Large General Purpose Classroom, Business
Quantity	1
Unit Area	984 asf
Area	984 asf
Occupancy	В
Occupants	34 – 38 (one required exit)
Description	Classroom
Uses	Lecture room, storage
Adjacencies	Classrooms, Study Rooms, Restrooms
Furniture	Chairs, tables (mobile versions)
Moveable Equipment	Podium, other TBD
Fixed Equipment	Marker boards (white, glass), projection screen
Doors	Lock, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 50; NRC: 0.70 min.
HVAC	LEED – independent zone
Plumbing	none
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	Digital projector
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls,
	Exterior glazing

Space Number	1.03 (309)
Space Name	Large General Purpose Classroom
Quantity	1
Unit Area	981 asf
Area	981 asf
Occupancy	В
Occupants	34 – 38 (one required exit)
Description	Classroom
Uses	Lecture room, storage
Adjacencies	Classrooms, Study Rooms, Restrooms
Furniture	Chairs, tables (mobile versions)
Moveable Equipment	Podium, other TBD
Fixed Equipment	Marker boards (white, glass), projection screen
Doors	Lock, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 50; CAC: 35 min. / NRC: 0.70 min.
HVAC	LEED – independent zone
Plumbing	none
Power	110 V, 20 amp
Lighting	Fluorescent
Audio/Visual	Digital projector
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls,
	Exterior glazing

Space Number	1.04 (310)
Space Name	Large General Purpose Classroom
Quantity	1
Unit Area	984 asf
Area	984 asf
Occupancy	В
Occupants	34 - 38 (one required exit)
Description	Classroom
Uses	Lecture room, storage
Adjacencies	Classrooms, Study Rooms, Restrooms
Furniture	Chairs, tables (mobile versions)
Moveable Equipment	Podium
Fixed Equipment	Marker boards (white, glass), projection screen
Doors	Lock, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 50; NRC: 0.70 min.
HVAC	LEED – independent zone
Plumbing	none
Power	110 V, 20 amp
Lighting	Fluorescent
Audio/Visual	Digital projector, video teleconferencing
Data	Data outlets, wireless, video teleconferencing
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls,
	Exterior glazing

Space Number	1.05 (308A)
Space Name	Classroom Storage
Quantity	1
Unit Area	113 asf
Area	113 asf
Occupancy	В
Occupants	N/A
Description	Classroom Storage
Uses	Storage
Adjacencies	Classroom
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lock
Windows	Insulated, low-E glazing, shades
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	No
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls,
	Exterior glazing

Space Number	1.06 (309 A)
Space Name	Classroom Storage
Quantity	1
Unit Area	48 asf
Area	48 asf
Occupancy	В
Occupants	N/A
Description	Classroom Storage
Uses	Storage
Adjacencies	Classroom
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lock
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	None
Telephone	None
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	1.07 (310A)
Space Name	Classroom Storage
Quantity	1
Unit Area	46 asf
Area	46 asf
Occupancy	В
Occupants	N/A
Description	Classroom Storage
Uses	Storage
Adjacencies	Classroom
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lock
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	2.01
Space Name	Testing Center Exam Room
Quantity	1
Unit Area	356 asf
Area	356 asf
Occupancy	В
Occupants	11 = 10 test stations + 1 administrator station
Description	Testing Center Exam Room
Uses	Testing, proctoring
Adjacencies	Testing Center Check-in/Wait Room, Testing
	Center Director Office, Student Success Center,
	Restrooms
Furniture	Chairs, carrel desks
Moveable Equipment	Computers, monitors
Fixed Equipment	Surveillance cameras
Doors	Lock, glazing (narrow lite), dedicated entrance
Windows	Interior one-way, soundproof windows
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 50; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – ind. Zone; Pearson VUE testing facility
	recommendations
Plumbing	None
Power	110 V, 20 amp
Lighting	LED, Pearson VUE testing facility
	recommendations
Audio/Visual	Live feed video surveillance cameras (inside and
	outside exam room)
Data	Data outlets, wireless
Telephone	None
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	2.02
Space Name	Makerspace
Quantity	1
Unit Area	923 asf
Area	923 asf
Occupancy	В
Occupants	30
Description	Makerspace
Uses	Makerspace, Open Teaching Lab, Club meeting
	space
Adjacencies	TSJC Business Incubator, Meeting Room
Furniture	Chairs, tables, desks (mobile)
Moveable Equipment	3D printer(s) with UPS, plotter/scanner, other
	TBD
Fixed Equipment	Casework (lockable), lockers
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Static-dissipative flooring, carpet tiles
Walls	Gypsum board, low VOC paint, sound batt
	insulation, acoustic panels
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp / PSU 240V, output 12 V up to 30
	amp; overhead extension cords
Lighting	LED overhead, task lighting
Audio/Visual	Digital projector
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.01
Space Name	Archivist Office
Quantity	1
Unit Area	188 asf
Area	188 asf
Occupancy	В
Occupants	1
Description	Archivist Office
Uses	Office
Adjacencies	Research/Resource Collaborative Workroom, Conservation Workroom, Archives
Furniture	Chairs, desk, filing cabinets, bookcases, whiteboards
Moveable Equipment	Computer, monitor, other TBD
Fixed Equipment	Cabinets
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-e glass, shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.02
Space Name	Library Coordinator / Director Office
Quantity	1
Unit Area	160 asf
Area	160 asf
Occupancy	В
Occupants	1
Description	Library Coordinator / Director Office
Uses	Office
Adjacencies	Library Collections, Circulation, Workroom
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	Computer, monitor, printer
Fixed Equipment	Whiteboards
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	Monitor
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.03
Space Name	Library Assistant Office
Quantity	1
Unit Area	79 asf
Area	79 asf
Occupancy	В
Occupants	1
Description	Library Assistant Office
Uses	Office
Adjacencies	Library Collections, Circulation, Workroom
Furniture	Chairs, desk, filing cabinets, bookcase
Moveable Equipment	Computer, monitor
Fixed Equipment	Whiteboard
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-e glass, shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.04
Space Name	Security Office
Quantity	1
Unit Area	91 asf
Area	91 asf
Occupancy	В
Occupants	1
Description	Security Office
Uses	Office
Adjacencies	Main entrance, Library Circulation, Study Lounge
Furniture	Chairs, desk, filing cabinets, bookcase
Moveable Equipment	Computer, monitors
Fixed Equipment	Whiteboard
Doors	Lockset reader
Windows	TBD
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	Video surveillance monitors
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.05
Space Name	SSC Director Office
Quantity	1
Unit Area	165 asf
Area	165 asf
Occupancy	В
Occupants	1
Description	SSC Director Office
Uses	Office
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	Computer, monitor
Fixed Equipment	Whiteboard
Doors	Lock, glazing (narrow lite)
Windows	Insulated, low e-glazing, shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.06
Space Name	Academic Coordinator Office
Quantity	1
Unit Area	144 asf
Area	144 asf
Occupancy	В
Occupants	1
Description	Academic Coordinator Office
Uses	Office
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	Computer, monitor
Fixed Equipment	Whiteboard
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.07
Space Name	Disabilities Coordinator/CTE Advisor Office
Quantity	1
Unit Area	146 asf
Area	146 asf
Occupancy	В
Occupants	1
Description	Disabilities Coordinator/CTE Advisor Office
Uses	Office
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	Computer, monitor
Fixed Equipment	Whiteboard
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.08
Space Name	Transfer Coordinator Office
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	1
Description	Transfer Coordinator Office
Uses	Office
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	N/A
Fixed Equipment	Whiteboard
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.09
Space Name	Upward Bound Coordinator Office
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	1
Description	Upward Bound Coordinator Office
Uses	Office
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	N/A
Fixed Equipment	Whiteboard
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.10
Space Name	Future SSC Office
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	1
Description	Future SSC Office
Uses	Student Service Office; can be used as a staff
	resource/lounge area
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desk, filing cabinets, bookcases
Moveable Equipment	N/A
Fixed Equipment	Whiteboard
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	Yes
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.11
Space Name	Student Success Center Lounge
Quantity	1
Unit Area	1958 asf
Area	1958 asf
Occupancy	В
Occupants	13
Description	Student Success Center Lounge
Uses	Study, Tutor sessions, workshops
Adjacencies	SS Offices, TRiO workstations, restrooms
Furniture	Chairs, tables
Moveable Equipment	Mobile whiteboards, glassboards
Fixed Equipment	N/A
Doors	Overhead grille door
Windows	Insulated, low e-glazing, window film
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation, wall protection
Ceiling	Grid / ACT
Acoustics	STC: 40; NRC: 0.80 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials
Space Number	3.12
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Space Name	Student Success Center Work Study stations
Quantity	4
Unit Area	25 asf
Area	100 asf
Occupancy	В
Occupants	4
Description	Student Success Center Work Study stations
Uses	Reception, Office
Adjacencies	SSC Offices, SSC Lounge, SSC TRiO
	Workstations, Testing Center, Restrooms
Furniture	Chairs, desks
Moveable Equipment	Whiteboard /Glass board
Fixed Equipment	N/A
Doors	N/A
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	NRC: 0.80 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless, other TBD
Telephone	TBD
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.13
Space Name	TRiO Workstations
Quantity	1
Unit Area	94 asf
Area	94 asf
Occupancy	В
Occupants	14
Description	TRiO Workstations
Uses	Study, Writing Center
Adjacencies	Student Success Center, SS Offices
Furniture	Chairs, carrel tables
Moveable Equipment	Movable whiteboards, glass boards
Fixed Equipment	N/A
Doors	N/A
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation, wall protection
Ceiling	Grid / ACT
Acoustics	High NRC: 0.80 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	3.14
Space Name	Student Success Center Storage
Quantity	1
Unit Area	44 asf
Area	44 asf
Occupancy	В
Occupants	N/A
Description	Student Success Center Storage
Uses	Storage
Adjacencies	Student Success Center, SS Offices
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lockset reader
Windows	Insulated, low e-glazing, window film
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation, wall protection
Ceiling	Grid / ACT
Acoustics	STC: 35
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	3.15
Space Name	Testing Center Director Office
Quantity	1
Unit Area	165 asf
Area	165 asf
Occupancy	В
Occupants	1
Description	Testing Center Director Office
Uses	Office
Adjacencies	Testing Center, Student Success Center
Furniture	Chairs, desk, filing cabinets, bookcases,
	whiteboards
Moveable Equipment	Computer, monitor
Fixed Equipment	Lockers
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades, window film (can opt to proctor)
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 50; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader, surveillance cameras
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.16
Space Name	Testing Center Check-in / Wait Area
Quantity	1
Unit Area	241 asf
Area	241 asf
Occupancy	В
Occupants	1 student station + waiting room
Description	Testing Center Check-in / Wait Area
Uses	Office
Adjacencies	Testing Center, Student Success Center
Furniture	Chairs, desk, filing cabinets, bookcases,
	whiteboards
Moveable Equipment	Computer, monitor
Fixed Equipment	Lockers
Doors	Lockset reader, glazing (narrow lite)
Windows	Shades, window film
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 50; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader, surveillance cameras
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.17
Space Name	Business Incubator
Quantity	1
Unit Area	316 asf (net)
Area	532 asf (gross) – includes 2 Huddle Rooms
Occupancy	В
Occupants	8 – 12 (gross)
Description	Business Incubator
Uses	Office and Office support, huddle space
Adjacencies	Makerspace, Meeting Room
Furniture	Chairs, tables, desks (mobile)
Moveable Equipment	Computers, monitors, copier, other TBD
Fixed Equipment	Casework (lockable), whiteboards, lockers
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Carpet tiles
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 45; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amps
Lighting	LED overhead, task lighting
Audio/Visual	Monitors
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.18, 3.19
Space Name	Huddle Room
Quantity	2
Unit Area	103 asf
Area	206 asf
Occupancy	В
Occupants	2
Description	Huddle Room
Uses	Office and Office support, huddle space
Adjacencies	Makerspace, Conference Room
Furniture	Chairs, tables, desks (mobile)
Moveable Equipment	Computer, monitor, copier, other TBD
Fixed Equipment	Casework (lockable), whiteboards, lockers
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Carpet tiles
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 45; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amps
Lighting	LED overhead, task lighting
Audio/Visual	Monitors
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.20
Space Name	Faculty Office Suite
Quantity	1
Unit Area	880 asf
Area	880 asf
Occupancy	В
Occupants	7
Description	Faculty Office Suite
Uses	Open Office
Adjacencies	Solution Rooms,
Furniture	Workstation partition systems, chairs, tables, desks, filing cabinets, bookcase, whiteboards
Moveable Equipment	Mini refrigerator, microwave, small coffeemaker
Fixed Equipment	Whiteboards
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; NRC: 0.80 min.
HVAC	LEED – independent zone
Plumbing	
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.21, 3.22
Space Name	Solution Room
Quantity	2
Unit Area	114 asf
Area	114 asf
Occupancy	В
Occupants	4 - 6
Description	Solution Room
Uses	Conference room
Adjacencies	Faculty Office Suite, Storage
Furniture	Chairs, table
Moveable Equipment	TBD
Fixed Equipment	Whiteboards
Doors	Privacy film
Windows	Privacy film
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 35 min. / NRC: 0.60 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	3.23
Space Name	Faculty Office Suite Storage
Quantity	1
Unit Area	65 asf
Area	65 asf
Occupancy	В
Occupants	N/A
Description	Faculty Office Suite Storage
Uses	Storage
Adjacencies	Faculty Office Suite, Solution Rooms
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lock
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	N/A
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	N/A
Data	Wireless
Telephone	No
Security	Lock
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.01
Space Name	Research/Resource Collaborative Workroom
Quantity	1
Unit Area	539 asf
Area	539 asf
Occupancy	В
Occupants	8
Description	Research/Resource Collaborative Workroom
Uses	Processing materials, study, storage
Adjacencies	Archivist Office, Archives, Conservation
	Workroom
Furniture	Chairs, tables, filing cabinets, bookcases
Moveable Equipment	Copier, computer, monitor(s)
Fixed Equipment	Casework, countertops, display boards
Doors	Lockset reader, glazing (narrow lite)
Windows	Insulated, low-E glazing, shades
Floor	Resilient flooring, carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	Sink
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.02
Space Name	Conservation Workroom
Quantity	1
Unit Area	380 asf
Area	380 asf
Occupancy	В
Occupants	4
Description	Conservation Workroom
Uses	Repairs, binding, storage
Adjacencies	Archivist Office, Archives, Research/Resource
Furniture	Chairs, tables, filing cabinets, bookcases
Moveable Equipment	Paper cutter, comb bind machine, copier
Fixed Equipment	Casework, countertops, whiteboards, bulletin
	boards
Doors	Lockset reader, glazing (narrow lite)
Windows	N/A
Floor	Resilient flooring, carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	Sink
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.03
Space Name	Archives
Quantity	1
Unit Area	1075 asf
Area	1075 asf
Occupancy	A-3
Occupants	10
Description	Archives
Uses	Stacks, storage
Adjacencies	Circulation, Library Coordinator/Director Office,
	Library Workroom
Furniture	Chairs, tables, filing cabinets, bookcases
Moveable Equipment	TBD
Fixed Equipment	Casework, countertops, whiteboards, bulletin
	boards
Doors	Lockset reader, glazing (narrow lite)
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	Sink
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.04
Space Name	Library Collection
Quantity	1
Unit Area	1849 asf
Area	1849 asf
Occupancy	A-3
Occupants	18
Description	Library Collection
Uses	Stacks, Open Stack Study Room
Adjacencies	Circulation, Library Coordinator/Director Office, Library Workroom
Furniture	Chairs, tables, filing cabinets, bookcases
Moveable Equipment	Copier(s)
Fixed Equipment	Casework, countertops, whiteboards, bulletin
	boards
Doors	Lockset reader, glazing (narrow lite), secured
	overhead grille door
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.70 minimum
HVAC	LEED – independent zone
Plumbing	Sink
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	None
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.05
Space Name	Library Circulation
Quantity	1
Unit Area	260 asf
Area	260 asf
Occupancy	В
Occupants	4
Description	Library Circulation
Uses	Service, processing
Adjacencies	Collection, Library Coordinator/Director Office,
	Library Workroom
Furniture	Chairs, tables, filing cabinets, bookcases
Moveable Equipment	Self-serve kiosk, computers, monitors, printer
Fixed Equipment	Casework, countertops, whiteboards, bulletin
	boards
Doors	Lockset reader, overhead grille door
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	Visual Monitor
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.06
Space Name	Library Workroom
Quantity	1
Unit Area	372 asf
Area	372 asf
Occupancy	В
Occupants	4
Description	Library Workroom
Uses	Processing, repair, storage
Adjacencies	Circulation, Library Coordinator/Director Office, Library Collection
Furniture	Chairs, tables, filing cabinets, bookcases
Moveable Equipment	Computer, printer, paper cutter, comb bind machine
Fixed Equipment	Casework, countertops, whiteboards, bulletin boards
Doors	Lockset reader, glazing (narrow lite)
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	Sink
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	Yes
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.07
Space Name	Library Storage
Quantity	1
Unit Area	61 asf
Area	61 asf
Occupancy	В
Occupants	N/A
Description	Library Storage
Uses	Storage
Adjacencies	Library Workroom, Library Coord./Director Office
Furniture	N/A
Moveable Equipment	TBD
Fixed Equipment	N/A
Doors	Lock
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation, guardrail
Ceiling	Grid / ACT
Acoustics	CAC: 0.35 min. / NRC: 0.60 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.08
Space Name	Media Room
Quantity	1
Unit Area	43 asf
Area	174 asf
Occupancy	В
Occupants	4
Description	Media Room
Uses	Media collection – DVD, audio media
Adjacencies	Listening Room, Circulation, Library
	Coordinator/Director Office, Library Collection
Furniture	Chairs, carrel tables, bookcases
Moveable Equipment	Computers, monitors
Fixed Equipment	White boards
Doors	Lockset reader, glazing (narrow lite)
Windows	Existing corridor
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED (overhead), workstation task lighting
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	N/A
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.09
Space Name	Listening Room
Quantity	1
Unit Area	67 asf
Area	67 asf
Occupancy	В
Occupants	1
Description	Listening Room
Uses	Listening to vinyl and early shellac records
Adjacencies	Media Room, Circulation, Library
	Coordinator/Director Office, Library Collection
Furniture	Chair, tables
Moveable Equipment	Record player, tape player
Fixed Equipment	Speakers, acoustic panels
Doors	Narrow lite, door seals
Windows	Sidelite, sealed around opening, window film
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40; CAC: 35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED (overhead)
Audio/Visual	TBD
Data	Data outlets, wireless
Telephone	N/A
Security	Surveillance camera
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials, Lighting Controls

Space Number	4.10
Space Name	Study Lounge
Quantity	1
Unit Area	2159 asf
Area	2159 asf
Occupancy	A-3
Occupants	72 for reading room; 144 for large assemblies
Description	Study lounge
Uses	Study Hall, individual study, group study; special
	events for large assemblies
Adjacencies	Storage, Student Success Center, Restrooms,
	Security, Library services, Study Mezzanine
Furniture	Chairs, tables
Moveable Equipment	TBD
Fixed Equipment	Speakers
Doors	Lock, alarm for new exterior exit door, secured
	overhead grille door
Windows	Insulated, low-e glass
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation, guardrail
Ceiling	Grid / ACT
Acoustics	CAC: 0.35 min. / NRC: 0.80 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp, floor outlets
Lighting	LED, featured suspended fixtures
Audio/Visual	Speakers, video monitors
Data	Data outlets, wireless
Telephone	Yes
Security	Door alarm, surveillance cameras (interior & ext.)
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.11
Space Name	Study Lounge Storage
Quantity	1
Unit Area	69 asf
Area	69 asf
Occupancy	В
Occupants	N/A
Description	Study Lounge Storage
Uses	Table and chair storage
Adjacencies	Study Lounge
Furniture	N/A
Moveable Equipment	N/A
Fixed Equipment	N/A
Doors	Lockset reader
Windows	N/A
Floor	Resilient flooring
Walls	Gypsum board, low VOC paint, sound batt
	insulation, wall protection
Ceiling	Grid / ACT
Acoustics	N/A
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.12
Space Name	Study Room
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	N/A
Description	Study Room
Uses	Individual study, group study
Adjacencies	Classrooms, Study Rooms
Furniture	Chairs, table
Moveable Equipment	N/A
Fixed Equipment	Whiteboards
Doors	Glass sliding door, window film
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.13
Space Name	Study Room
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	6 - 8
Description	Study Room
Uses	Individual study, group study
Adjacencies	Classrooms, Study Rooms
Furniture	Chairs, table
Moveable Equipment	N/A
Fixed Equipment	Whiteboards
Doors	Glass sliding door, window film
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.14
Space Name	Study Room
Quantity	1
Unit Area	100 asf
Area	100 asf
Occupancy	В
Occupants	4 - 6
Description	Study Room
Uses	Individual study, group study
Adjacencies	Classrooms, Study Rooms
Furniture	Chairs, table
Moveable Equipment	N/A
Fixed Equipment	Whiteboards
Doors	Glass sliding door, window film
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	NA
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.15
Space Name	Study Room
Quantity	1
Unit Area	100 asf
Area	100 asf
Occupancy	В
Occupants	4 - 6
Description	Study Room
Uses	Individual study, group study
Adjacencies	Classrooms, Study Rooms
Furniture	Chairs, table
Moveable Equipment	N/A
Fixed Equipment	Whiteboards
Doors	Glass sliding door, window film
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	NA
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.16
Space Name	Study Room
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	4 - 6
Description	Study Room
Uses	Individual study, group study
Adjacencies	Classrooms, Study Rooms
Furniture	Chairs, table
Moveable Equipment	N/A
Fixed Equipment	Whiteboards
Doors	Glass sliding door, window film
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.17
Space Name	Study Room
Quantity	1
Unit Area	130 asf
Area	130 asf
Occupancy	В
Occupants	6 - 8
Description	Study Room
Uses	Individual study, group study
Adjacencies	Classrooms, Study Rooms
Furniture	Chairs, table
Moveable Equipment	None
Fixed Equipment	Whiteboards
Doors	Glass sliding door, window film
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	4.18
Space Name	Study Lounge
Quantity	1
Unit Area	176 asf
Area	176 asf
Occupancy	В
Occupants	12
Description	Study Lounge – mezzanine, open area
Uses	Individual study, group study
Adjacencies	Classrooms, Restrooms
Furniture	Chairs, tables
Moveable Equipment	None
Fixed Equipment	Whiteboards
Doors	N/A
Windows	N/A
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation, guardrail
Ceiling	Grid / ACT
Acoustics	STC: 40 min.; CAC: 0.35 min. / NRC: 0.80 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Wireless
Telephone	None
Security	N/A
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	6.01
Space Name	Gallery Lounge
Quantity	1
Unit Area	1371 asf
Area	1371 asf
Occupancy	A-3
Occupants	46
Description	Gallery lounge
Uses	Exhibit space, lounge area
Adjacencies	Exterior courtyard, Main Entry, Security Office,
	Library services, Study Lounge
Furniture	Chairs, tables
Moveable Equipment	None
Fixed Equipment	Fireplace
Doors	Lockset readers, alarm
Windows	Insulated, low-e glass, shades
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation, guardrail
Ceiling	Grid / ACT
Acoustics	CAC: 0.35 min. / NRC: 0.80 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED, feature lighting
Audio/Visual	TBD
Data	Wireless
Telephone	None
Security	Surveillance cameras
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	6.02
Space Name	Meeting Room
Quantity	1
Unit Area	398 asf
Area	398 asf
Occupancy	В
Occupants	16
Description	Meeting Room
Uses	Meetings; videoconferencing; can supplement
	Makerspace or Business Incubator as formal
	demonstration space
Adjacencies	Business Incubator, Makerspace
Furniture	Chairs, table
Moveable Equipment	Coffee maker
Fixed Equipment	Casework – lockable, projector, projection screen
Doors	Lockset reader
Windows	Insulated, low-E glass, shades; window film
Floor	Carpet tile
Walls	Gypsum board, low VOC paint, sound batt
	insulation, guardrail
Ceiling	Grid / ACT
Acoustics	CAC: 0.35 min. / NRC: 0.65 min.
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp, floor outlet(s)
Lighting	LED
Audio/Visual	Monitors
Data	Cisco Telepresence, data outlets, wireless
Telephone	None
Security	Lockset reader
Life Safety	NFPA fire sprinkler
Environmental Quality	Low-Emitting Materials

Space Number	7.01
Space Name	IDF Closet
Quantity	1
Unit Area	26 asf
Area	26 asf
Occupancy	В
Occupants	1
Description	IDF Closet
Uses	IDF Closet
Adjacencies	Open to Library common space
Furniture	N/A
Moveable Equipment	TBD
Fixed Equipment	IT rack
Doors	Minimum 3'-0" x 7'-0" size, solid core, lockset
	reader, keyed to IT standards
Windows	Shades
Floor	Static dissipative flooring
Walls	Gypsum board, low VOC paint, acoustic batt
	insulation
Ceiling	Grid / ACT
Acoustics	CAC: 35 minimum / NRC: 0.65 minimum
HVAC	LEED – independent zone
Plumbing	None
Power	110 V, 20 amp
Lighting	LED
Audio/Visual	None
Data	Data outlets, wireless
Telephone	N/A
Security	Lockset reader
Life Safety	NFPA fire sprinkler, cages for heads
Environmental Quality	Low-Emitting Materials

IV.D. THIRD PARTY REVIEW

- i. The Third Party Review letter will be sent under separate cover.
- ii. Response to Third Party Review letter.