

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS



**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES**

**For: The University of Colorado Denver,
Anschutz Medical Campus**

**Research Energy Efficiency Improvements
UCD Project Number 2009 0001**

August 26, 2009

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES**

TABLE OF CONTENTS

ADVERTISEMENTS

I. INTRODUCTION

- A. Project Description
- B. Selection Process
 - 1. Pre-Submittal Conference
 - 2. Architect/Engineer/Consultant Submittals
 - 3. Screening Panel/ Short List
 - 4. Oral Interviews
- C. Schedule

II. SUBMITTAL REQUIREMENTS

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

APPENDICES

- Appendix A:** Preliminary Selection/Evaluation Form
 - Appendix A1:** Interview Selection/Evaluation Form
 - Appendix A2:** Final Ranking Matrix
- Appendix B:** Minority/Women Business Enterprise Participation Report (MWBE-1)
- Appendix C:** Certification and Affidavit Regarding Unauthorized Immigrants
- Appendix D:** Research Complex 1 Energy Retrofit Study
- Appendix E:** Acknowledgment and Attestation Form
- Appendix F:** Architect/Engineer/Consultant Contract (Standard or CM/GC Format)

REQUEST FOR QUALIFICATIONS
State of Colorado
University of Colorado Denver

Project No: 2009-0001
Project Title: Research Energy Efficiency Improvements
Estimated Construction Cost: \$ 11,000,000

Project Description: The University seeks an Engineering firm to design energy conservation measures for the Research 1 (R1) buildings. R1 is a two building complex of approximately 600,000 Gross Square Feet. For further information on this project, please go to the Notice posted on www.colorado.gov/dpa/dfp/sbrep.

The RFQ will be available on-line at <http://www.uchsc.edu/projects> under the "What's New" tab.

Scope of Services

RFQ for services of: Architects, Engineers
The selected firm will be required to provide basic services for: program plan verification, concept design, schematic design, design development, construction documents and construction administration.

MINIMUM REQUIREMENTS

1. Be a licensed Engineer in the State of Colorado.
2. Complete Attestation form in Appendix E.
3. Demonstrate that the Engineering firm and individuals proposed on this project have completed 3 design projects of similar size and complexity.

Minimum requirements shall be clearly called out in the RFQ response

PREFERRED REQUIREMENTS

1. Experience with building energy retrofit projects.
2. Experience with research buildings of similar size and complexity.

Pre-Submittal Meeting: A mandatory Pre-Submittal Meeting will be held 1:00 PM September 2, 2009 at University of Colorado Denver Anschutz Medical Campus, Campus Services Building, Room 300, 1945 Wheeling Street, Aurora, Colorado 80045.

Architect/Engineer/Consultant's Submittals: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, eight (8) copies of submittals must be provided. Submittals must be received at:

Campus Services Building,
Facilities Projects Department.
1945 North Wheeling Street

PO Box 6508, Mail Stop F-418
Aurora, CO 80045
Attention: Darlene Donahoo, Reception Area 310

Deadline for receipt (whether mailed or hand delivered) is: 2:00 PM
September 16, 2009.

Point of Contact: Ken Neeper, University of Colorado Denver, Phone: 303-724-0749, Fax: 303-724-0931, Email: Ken.Neeper@ucdenver.edu

Media of Publication(s): The Daily Journal, The Denver Post
Publication Dates: August 26 and September 2, 2009

NOTES TO EDITOR: Transmit two (2) copies of the Affidavit of Publication, and invoice, to:

UCD Facilities Management Department
Attn: Facilities Controller
1945 Wheeling Street, Mail Stop F418
Aurora, Colorado 80045

ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES
REQUEST FOR QUALIFICATIONS

University of Colorado Denver (UCD)
Anschutz Medical Campus (AMC)

I. INTRODUCTION

A. PROJECT DESCRIPTION

The University of Colorado Denver at AMC seeks an Engineering firm to design energy conservation measures for the UCD Research 1 (R1) buildings. R1 is a two building complex of approximately 600,000 Gross Square Feet. The north building is 9 stories above grade and a basement. The south building is 12 stories. Both buildings contain multiple medical research labs. This two building complex was constructed in 2002 as the first research facility at the UCD AMC and was under severe budget restrictions, requiring that significant value engineering options be exercised. Among these options were several energy savings options. In 2008 a second research building was constructed which was able to incorporate the measures that were deleted from the 2002 project as well as some new measures not available in 2002. Currently the Pharmaceutical Research building is under construction and has included a number of additional energy savings measures. UCD contracted with ME Engineers in early 2009 to study the feasibility of adding some of these energy savings measures to the R1 facilities. Enclosed at Appendix D is the study completed by ME Engineers.

This project will be performed in multiple phases, requiring multiple bid packages and will be done in several budget years. The successful consultant will design the first two phases and may be able to continue with other project phases, pending availability of funds in subsequent budget years.

The UCD anticipates using a Construction Manager/General Contractor (CM/GC) approach to project delivery. Through the use of an Architect/Engineer and a Construction Manager/General Contractor, a Guaranteed Maximum Price (GMP) will be established in conjunction with the UCD. 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/Engineer throughout the value engineering phases of the project. The selection process for the CM/GC will begin following the selection of the Architect/Engineer.

B. 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 UCD 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. Pre-submittal Conference: 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 tour the site and to have UCD 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:

University of Colorado Denver, Anschutz Medical Campus
Room 300
1945 Wheeling Street
Aurora, Colorado 80045

11:00 AM September 2, 2009

The following link shows the location of the Campus Services Building and the adjacent visitor parking.

<http://administration.ucdenver.edu/admin/facilities/parking/docs/CampusSupportBldg.pdf>

2. Architect/Engineer/Consultant's Submittals: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, eight (8) copies of submittals must be provided. Submittals must be received at:

If Delivered:

University of Colorado Denver, Anschutz Medical Campus
Third Floor Reception Desk
1945 Wheeling Street
Aurora, Colorado 80045

If Mailed:

University of Colorado Denver, Anschutz Medical Campus
PO Box 6508, Campus Box F-418
Aurora, Colorado 80045

Deadline for receipt (whether mailed or hand delivered) is: 1:00 PM September 16, 2009.

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

3. Screening Panel/Short List: 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. Oral Interviews. It is anticipated that oral interviews will be conducted on September 29, 2009. Interviews will be conducted at:

University of Colorado Denver, Anschutz Medical Campus

Room 200
1945 Wheeling Street
Aurora, Colorado 80045

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 UCD.

C. 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	August 26 & September 2, 2009
RFQ Document Available	August 26, 2009
Mandatory Pre-submittal Conference	1:00 PM September 2, 2009
Date Fax/Email Questions Due	4:00 PM September 8, 2009
Date Answers Due to all Firms	4:00 PM September 9, 2009
RFQ Submittal Due	1:00 PM September 16, 2009
Submittal Screening	September 16 to 21, 2009
A/E Interview List Released	September 22, 2009
A/E Oral Interviews (as scheduled)	September 29, 2009
Negotiation of A/E Contract	September 29 to October 16, 2009
Contract Approval (projected)	October 30, 2009
Anticipated Design Start	November 1, 2009
Anticipated CM/GC Start	December 1, 2009
Anticipated Construction Start	March 1, 2010
Anticipated Construction Finish	August 2011

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. 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 sub-consultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

Elements that will be considered by the panel when scoring your submittal:

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

B. FIRM CAPABILITIES

Elements that will be considered by the panel when scoring your submittal:

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., sub-consultants' role delineated)?
- Utilization of CADD and computers.
- 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.

Elements that will be considered by the panel when scoring your submittal:

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

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

D. 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 (ASHRAE/IES 90.1-1989) 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 sub-consultants will do the key work elements of this project.

Elements that will be considered by the panel when scoring your submittal:

- 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 PROGRAMS
PRELIMINARY SELECTION/EVALUATION FORM
ARCHITECT/ENGINEERING/CONSULTANT SERVICES

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

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

RFQ REFERENCE MEETS MINIMUM REQUIREMENTS Y ____ N ____

If the minimum requirements have not been met, specify the reason(s):

Acknowledgment and Attestation included: Y ____ N ____

SCORE (PROJECT SPECIFIC QUALIFICATIONS):

Weight¹ x Rating² = Score

1. PROJECT TEAM

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

2. FIRM CAPABILITIES

- Are the lines of authority and coordination clearly identified _____ X _____ = _____
- Are essential management functions identified? _____ X _____ = _____
- Are the functions effectively integrated (e.g., sub-consultants' roles delineated?) _____ X _____ = _____
- Utilization of CADD and computers. _____ X _____ = _____
- Current and projected work load. _____ X _____ = _____

3. PRIOR EXPERIENCE/PERFORMANCE

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

4. PROJECT APPROACH

- Budget methodology/cost control.
- Quality control methodology.
- Schedule maintenance methodology.

_____X_____ = _____
_____X_____ = _____
_____X_____ = _____

5. WORK LOCATION

- 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.

_____X_____ = _____
_____X_____ = _____
_____X_____ = _____

TOTAL SCORE: _____ 3

NOTES:

1. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms.
2. Rating: 1 = Unacceptable
2 = Poor
3 = Fair
4 = Good
5 = Excellent
3. Total score includes the sum total of all criteria.

Appendix A1

STATE BUILDINGS PROGRAMS 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:

Weight² x Rating³ = Score

1. PROJECT TEAM _____ x _____ = _____

2. PROJECT MANAGEMENT _____ x _____ = _____

3. PROJECT APPROACH _____ x _____ = _____

4. PRIOR EXPERIENCE _____ x _____ = _____

5. WORK LOCATION _____ x _____ = _____

TOTAL SCORE: _____⁴

NOTES:

1. Agencies are encouraged to include additional criteria that reflect the unique characteristics of the project under each category to help determine the submitter's overall qualifications.
2. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms.
3. Rating:
 - 1 = Unacceptable
 - 2 = Poor
 - 3 = Fair
 - 4 = Good
 - 5 = Excellent
4. Total score includes the sum total of all criteria. A passing score (as a percentage of the total points available) is to be established prior to selection.

APPENDIX A2

**STATE BUILDINGS PROGRAMS
FINAL RANKING MATRIX**

QUALIFICATION BASED SELECTION

(This form is to be used to rank and determine the most qualified architectural/engineering/consulting services firm in a selection process.)

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 INTERVIEW SELECTION/EVALUATION FORM only.
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

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

<http://www.colorado.gov/dpa/dfp/sbrep/forms/contract/mwbe-1.doc>



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION REPORT

Institution/Agency:
Project
No./Name:

TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT, EACH CONTRACTOR (INCLUDING ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR) IS REQUESTED TO COMPLY WITH THESE REQUIREMENTS.

I. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies that the (company) (joint venture) (is) (is not)* a minority enterprise as defined in this report. The undersigned Architect/Engineer/Consultant/Contractor hereby certifies the (company) (joint venture) (is) (is not)* a woman-owned business enterprise as defined. (*Strike out where inapplicable.)

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

ARCHITECT/ENGINEER/CONSULTANT/CONTRACTOR

Legal Name of Contracting Entity

*Signature

By: _____
Name (print) Title

Date: _____

II. It is the general policy of the State of Colorado to be as inclusive as possible to all member communities when spending taxpayer dollars.

III. REQUIREMENTS

A. Minority Business Enterprise (MBE) means, for the purpose of this report, a business enterprise at least 51 percent that is owned and controlled by minority group members, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned and controlled by minority group members. Eligible persons are expected to be engaged full time in the day-to-day operation and management of the business. Minority group members are ethnic minorities including African American, Hispanic American, Native American or Asian/Pacific American.

B. Women Business Enterprise (WBE) means, for the purpose of this report, a business enterprise of at least 51 percent of which is owned and controlled by a woman or women, or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned and controlled by women. Women are expected to be engaged full time in the day-to-day operation and management of the business.

C. The State of Colorado does not have a certification process nor does it require MBE's and WBE's to be certified EXCEPT for certain contracts for highway and bridge construction administered by the Colorado Department of Transportation.

D. The percentages of minority and women-owned business participation will be determined by dollar value of the work subcontracted to or joint ventured with minority and women-

APPENDIX C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

<http://www.colorado.gov/dpa/dfp/sbrep/forms/contract/ui-1.doc>



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: _____

Project No./Name: _____

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.

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

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

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

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

CERTIFIED and AGREED to this _____ day of _____, 20____.

VENDOR:

Vendor Full Legal Name

BY: _____
Signature of Authorized Title
Representative

APPENDIX D

Research Complex 1 Energy Retrofit Study

APPENDIX E

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 _____,
DateCity
_____, State of _____,
CountyState

Applicant or Corporate Officer SignatureDate

WitnessDate

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

(Seal)

APPENDIX F

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

<http://www.colorado.gov/dpa/dfp/sbrep/forms/contract/sc52.doc>

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



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

CONTRACT ROUTING NO.: _____

AGENCY IDENTIFICATION NO.: _____

PROJECT NO.: _____

PROJECT NAME: _____

**STATE OF COLORADO
ARCHITECT/ENGINEER AGREEMENT
CONSTRUCTION MANAGER/GENERAL CONTRACTOR *STANDARD FORMAT*
(STATE FORM SC-5.2)**

TABLE OF CONTENTS

Page(s)

<u>RECITALS</u>	1
<u>ARTICLE 1. BASIC PROFESSIONAL SERVICES</u>	2
1.1 THE SERVICES	2
1.1.1 Architect and Construction Manager.....	2
1.1.2 Time is Critical for Project Delivery	2
1.1.3 Fixed Limit of Construction Cost	2
1.1.4 Bid Packages	2
1.1.5 Design Review Sessions	3
1.1.6 Value Engineering Workshops	
1.1.7 Code Compliance	3
1.2 QUALIFICATIONS.....	3
1.2.1 License and Registration	3
1.2.2 Regular Staff	3
1.2.3 Staff Retained for Duration of Project	3
1.2.4 Designated Professional	3
1.2.5 Conflict of Interest	4
1.2.6 Consultants	4
1.3 PRE-DESIGN PHASE	4
1.3.1 Designated Scope of Services.....	4
1.4 SCHEMATIC DESIGN PHASE.....	4
1.4.1 Regular Meetings.....	4
1.4.2 Design Program/Facilities Program Plan Review	4
1.4.3 Construction Manager Informed	4
1.4.4 Principal Representative Review	4
1.4.5 Mutual Agreement.....	4
1.4.6 Schematic Design Studies	4
1.4.7 Copies of Materials	5
1.4.8 Drawings and Construction Cost Estimate	5
1.4.9 Written Report.....	5-6
1.4.10 Acceptance of Schematic Design	6
1.4.11 Construction Manager's Report	6
1.5 DESIGN DEVELOPMENT PHASE.....	6
1.5.1 Design Development Documents	6
1.5.2 Construction Manager Informed	6
1.5.3 Design Development Studies.....	6
1.5.4 Copies of Documents.....	6
1.5.5 Drawings	6
1.5.6 Written Report.....	7
1.5.7 Construction Manager's Written Report.....	7
1.5.8 Drawings and Specifications Compliance.....	7
1.5.9 Final Design Development Documents/Guaranteed Maximum Price.....	8
1.5.10 Estimate of Probable Construction Cost	8
1.6 CONSTRUCTION DOCUMENTS PHASE.....	8

1.6.1	Construction Documents.....	8
1.6.2	Construction Manager Informed	8
1.6.3	Copies of Documents.....	8
1.6.4	Construction Documents in Bid Package.....	8
1.6.5	Construction Manager's Written Report.....	9
1.6.6	Acceptance of Final Construction Documents	9
1.7	BIDDING PHASE.....	9
1.7.1	Competitive Bids	9
1.7.2	Recommendations to Principal Representative	9
1.7.3	Construction Documents for Each Bid Package	9-10
1.7.4	Preparation of Each Bid Package	10
1.7.5	Filing Documents	10
1.7.6	Estimate of Probable Construction Cost.....	10
1.7.7	Certify Bid Packages.....	10
1.8	CONTRACT ADMINISTRATION PHASE FOR MULTIPLE BID PACKAGES	10
1.8.1	Commencement of Construction Phase	10
1.8.2	Administration	10
1.8.3	Advise and Consult.....	10
1.8.4	Project Site Visits.....	11
1.8.5	Additional Site Visits	11
1.8.6	Notice of Specific Visits.....	11
1.8.7	Full-Time Representative.....	11
1.8.8	Observe for Contract Compliance.....	11-12
1.8.9	Responsibility to Conduct Testing.....	12
1.8.10	Due Diligence.....	12
1.8.11	Accurate Accounts	12
1.8.12	Delegation of Responsibility.....	12
1.8.13	Observation of Construction by Representative	12
1.8.14	Weekly or Periodic Meetings	12
1.8.15	Architect/Engineer's Responsibilities	12
1.8.16	Access to Construction	12
1.8.17	Review of Schedule of Values	12-13
1.8.18	Project Application for Payment.....	13
1.8.19	Project Certificate for Payment	13
1.8.20	Interpretation of Contract Documents	13
1.8.21	Architect/Engineer Decisions	13
1.8.22	Artistic Effect.....	13
1.8.23	Reject Construction Work	13
1.8.24	Submittal of Shop Drawings.....	14
1.8.25	Current Record of All Variations	14
1.8.26	Architect/Engineer to Prepare All Change Orders Amendments.....	14
1.8.27	Change Orders/Amendments Written Approval and Emergency Field Change Orders	14
1.8.28	Construction Manager's Written Notice	14
1.8.29	Inspection.....	15
1.8.30	Copies of Punch List.....	15
1.8.31	Additional Inspections.....	15
1.8.32	Notice of Substantial Completion.....	15
1.8.33	Right of Occupancy.....	15

1.8.34	Close out Documents.....	15
1.8.35	Notice of Acceptance	16
1.8.36	Written Warranties	16
1.8.37	Warranty Inspections	16
1.8.38	Defects and Deficiencies	16
1.9	POST CONSTRUCTION PHASE	16
1.9.1	Designated Scope of Services.....	16
ARTICLE 2. TIME.....		16
2.1.	DESIGN SERVICES SCHEDULE	16
2.1.1.	Basic and Additional Services.....	16
2.2	TERM	17
2.2.1	Term of Agreement.....	17
ARTICLE 3. PRINCIPAL REPRESENTATIVE.....		17
3.1	THE RESPONSIBILITIES.....	17
3.1.1	Requirements of Project	17
3.1.2	Fixed Limit of Construction Cost.....	17
3.1.3	Designation of Representative.....	17
3.1.4	Construction Manager.....	17
3.1.5	Legal Description	17
3.1.6	Geotechnical Engineers.....	17
3.1.7	Documents.....	18
3.1.8	Legal, Accounting, Insurance Counseling Services.....	18
3.1.9	Fault or Defect	18
3.1.10	Governmental Body	18
3.1.11	Design Development and Construction Documents Review by Principal Representative	18
ARTICLE 4. CONSTRUCTION COST.....		19
4.1	BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST	19
4.1.1	Preliminary Budget.....	19
4.1.2	Fixed Limit of Construction Cost.....	19
4.2	CONSTRUCTION COST	19
4.2.1	Estimates of Construction Cost.....	19
4.2.2	Compensation of Architect.....	19
4.3	CONSTRUCTION MANAGER COST ESTIMATES	20
4.3.1	Obligation of Construction Manager	20
4.3.2	Reasonable Cooperation	20
4.3.3	Review Estimate	20
4.4	ARCHITECT/ENGINEER COST ESTIMATES	20
4.4.1	Estimate of Probable Construction Cost.....	20
4.5	FIXED LIMIT OF CONSTRUCTION COST EXCEEDED	20
4.5.1	Cost of Labor	20
4.5.2	Exceeding Fixed Limit of Construction Cost	20-21
4.5.3	Modification of Drawings and Specifications.....	21
ARTICLE 5. REIMBURSABLE EXPENSES		21
5.1	REIMBURSEMENT	21
5.1.1	Basic and Additional Services.....	21
5.1.2	Items for Reimbursement.....	21-22
ARTICLE 6. BASIS OF COMPENSATION		22
6.1	PAYMENT	22
6.1.1	Total Compensation for Basic Services	22
6.1.2	Monthly Payments	23

6.2	ADDITIONAL COMPENSATION	23
6.2.1	Scope of Services	23
6.2.2	Additional Service	24
6.2.3	Direct Personnel Expense	24
6.2.4	Wage Rate Schedule	24
6.2.5	Additional Services of Consultants	24
6.2.6	Reimbursable Expenses	24
6.2.7	Accounting System for Additional Costs	24
6.2.8	Expenditures	24
6.2.9	Payment for Additional Services	24
6.3	PAYMENTS WITHHELD	24
6.3.1	Deductions or Retainage	24
6.4	PROJECT SUSPENSION OR ABANDONMENT	24
6.4.1	Project Suspended or Abandoned	24
6.5	ARCHITECT/ENGINEER'S ACCOUNTING RECORDS	25
6.5.1	Records of Architect/Engineer	25
6.6	CONDITION PRECEDENT	25
6.6.1	Sufficient Funding	25
<u>ARTICLE 7. OWNERSHIP OF DOCUMENTS</u>		25
7.1	INSTRUMENTS OF SERVICE	25
7.1.1	Drawings and Specifications	25
7.1.2	Perpetual Nonexclusive License	25
7.1.3	Written Agreement	26
7.2	AS-BUILT DRAWINGS/RECORD DRAWINGS	26
7.2.1	Built Conditions/Incorporated Changes	26
<u>ARTICLE 8. INSURANCE</u>		26
8.1	COMMERCIAL GENERAL LIABILITY	26
8.1.1	Requirements	26-27
8.2	PROFESSIONAL ERRORS AND OMISSIONS LIABILITY	27
8.2.1	Requirements	27
<u>ARTICLE 9. INDEMNIFICATION</u>		28
9.1	INDEMNIFYING THE STATE	28
9.1.1	Authorization by Law	28
<u>ARTICLE 10. TERMINATION OF AGREEMENT</u>		28
10.1	DEFAULT	28
10.1.1	Seven (7) Days Written Notice	28
10.2	TERMINATION FOR CONVENIENCE OF STATE	28
10.2.1	Termination of Service	28
10.2.2	Exercise Reasonable Diligence	28-29
10.2.3	Termination Claim	29
10.2.4	Cost Claimed	29
10.2.5	Amounts to be Paid	29
10.2.6	Partial Payments	29
10.2.7	Transfer Title	29-30
<u>ARTICLE 11. MISCELLANEOUS PROVISIONS</u>		30-34
11.1	PROFESSIONAL ASSOCIATION PERMITTED	30
11.2	DISSOLUTION OF PROFESSIONAL ASSOCIATION	30
11.3	DEATH OR DISABILITY	30
11.4	ASSIGNMENT OF AGREEMENT NOT PERMITTED	30
11.5	SUCCESSORS AND ASSIGNS	30
11.6	WAGE RATES	30

11.7	BENEFITS ACCRUING TO OTHERS	31
11.8	CONTINGENT FEE PROHIBITION.....	31
11.9	STATUTORY DESIGN REQUIREMENTS	31
11.10	EXTENT OF AGREEMENT	32
11.11	CONTRACTUAL RELATIONSHIP	32
11.12	PUBLIC ART LAW.....	32
11.13	DESIGNATED REPRESENTATIVES.....	32
11.14	CONTROLLER’S APPROVAL.....	32
11.15	FUND AVAILABILITY	32
11.16	GOVERNMENTAL IMMUNITY	32
11.17	INDEPENDENT CONTRACTOR.....	33
11.18	COMPLIANCE WITH LAW	33
11.19	CHOICE OF LAW	33
11.20	BINDING ARBITRATION PROHIBITED.....	33
11.21	SOFTWARE PIRACY PROHIBITION.....	33
11.22	EMPLOYEE FINANCIAL INEREST/CONFLICT OF INTEREST	33
11.23	VENDOR OFFSET	33-34
11.24	PUBLIC CONTRACTS FOR SERVICES.....	34
11.25	PUBLIC CONTRACTS WITH NATURAL PERSONS	34
<u>ARTICLE 12. NON-DISCRIMINATION</u>		34
12.1	COMPLIANCE	34
12.1.1	All Applicable Laws	34
<u>ARTICLE 13. VALIDITY OF AGREEMENT</u>		34
13.1	APPROVAL	34
13.1.1	Validity	34
13.2	WORK PRIOR TO EXECUTION OF CONTRACT	34
13.2.1	Written Consent	34
13.3	FINANCIAL OBLIGATIONS.....	35
13.3.1	Current Fiscal Year	35
SIGNATURE APPROVALS		36

EXHIBITS:

- A** Architect/Engineer Proposal (including Design Services Schedule and Certificates of Insurance)
- B** Wage Rates Schedule
- C** Architect/Engineer Certification
- D** Approved Codes
- E** Code Compliance Plan Review Procedures
- F** Designated Scope of Services AIA Document B-163 (Articles 1.1 and Part 2)
- G** Design Program/Facilities Program Plan
- H** Minority and Women Business Enterprises Participation Report (MWBE-1)
- I** Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)

STATE OF COLORADO

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

Agency I.D. Number _____ Contract Routing No: _____ Project Number _____

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the (agency), hereinafter called the Principal Representative, and (vendor name) having its offices at (vendor address) 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.

WHEREAS, the Principal Representative intends to _____ 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 _____, Contract Encumbrance 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 6.6.*

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 24-30-1401 et seq. C.R.S., as amended; and

NOW THEREFORE,

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

ARTICLE 1. BASIC PROFESSIONAL SERVICES

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**. As an additional description of the Architect/Engineer's services and not as a limitation, the scope of the Architect/Engineer's services, AIA Document B-163, current edition (incorporation only of pages 3 and 4 of Article 1.1 and Pages 10 through and inclusive of Page 25 of Article 2.3 Descriptions of Designated Services), a copy of which is attached hereto as **Exhibit F** and is incorporated by reference. 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.

1.1.2 In the performance of the professional services, the Architect/Engineer 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 Construction Manager 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 Programs (as a minimum standard) as indicated in **Exhibit D**, Approved Codes. Other more restrictive standards as specified by the Principal Representative are as indicated in **Exhibit D**. 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 E**.

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.

1.3 PRE-DESIGN PHASE

1.3.1 As designated and defined in the Designated Scope of Services AIA Document B-163, **Exhibit F**.

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 H**, 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, constructibility, 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 Programs.

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 Programs 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 shall 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; constructibility 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 D**. 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 Programs.

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 Programs 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 Uniform Building Code (U.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 E**, 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 Programs in writing.

1.7 BIDDING PHASE

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

.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 6.2.

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 6.2.4. 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 Programs 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 Programs 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 Every Change Order and/or Amendment must be approved in writing by the Principal Representative and the Architect/Engineer, except that the approval of the Principal Representative shall not be required in an emergency situation involving safety or health. Every Change Order and/or Amendment must also be approved and signed by the State Buildings Programs and then validated by the State Controller's signature prior to commencement of the change in the work except for Emergency Field Change Orders as described in the Supplementary General Conditions (if applicable).

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 Programs 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 Programs 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 and will then be transmitted by the Architect/Engineer to the Construction Manager, the Principal Representative, and State

Buildings Programs. 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 Programs.

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, 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 as required by Article 41C(6) of the General Conditions of the Contract.

1.8.33 The Principal Representative shall have the right to take possession of and to 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 Programs 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 when the Construction Manager complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

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 punch list, State form SBP-06, containing no more than ten items of work to be completed or repaired, and 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 on the Contract Close Out punch list 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 Completion. The Principal Representative shall schedule and so notify all parties concerned, including State Buildings Programs, 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 Designated Scope of Services AIA Document B-163, **Exhibit F**).

ARTICLE 2. TIME

2.1 DESIGN SERVICES SCHEDULE

2.1.1 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 shall consult with the Construction Manager to coordinate 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.

2.2. TERM

2.2.1 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 3. PRINCIPAL REPRESENTATIVE

3.1 THE RESPONSIBILITIES

3.1.1 The Principal Representative shall provide full information regarding requirements for the Project through the State Buildings Programs delegate, including assisting in developing a completed Design Program/Facilities Program Plan, **Exhibit H**, 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 Programs delegate has not been authorized, then the Principal Representative together with State Buildings Programs will designate an individual to act on behalf of the Principal Representative as designated in Article 11.6.

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

3.1.3 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 11.16. 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.

3.1.4 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.

3.1.5 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.

3.1.6 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.

3.1.7 The services, information, surveys and reports as required and described in the preceding paragraphs 3.1.1 through 3.1.7, shall be furnished at the Principal Representative's expense, and the Architect/Engineer shall be entitled to rely upon their accuracy and completeness.

3.1.8 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.

3.1.9 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.

3.1.10 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.

3.1.11 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 4. CONSTRUCTION COSTS

4.1 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

4.1.1 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.

4.1.2 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.

4.2 CONSTRUCTION COST

4.2.1 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.

4.2.2 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.

4.3 CONSTRUCTION MANAGER COST ESTIMATES

4.3.1 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.

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

4.3.3 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.

4.4 ARCHITECT/ENGINEER COST ESTIMATES

4.4.1 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.

4.5 FIXED LIMIT OF CONSTRUCTION COST EXCEEDED

4.5.1 It is recognized that neither the Architect/Engineer nor the Principal 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 Construction Cost. Nothing contained in this Article 4 shall otherwise relieve the 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 4.

4.5.2 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 10; or

4.5.3 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 therefor.

ARTICLE 5. REIMBURSABLE EXPENSES

5.1 REIMBURSEMENT

5.1.1 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 6.1.1 has been established for all reimbursable expenses.

5.1.2 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 3.1.5, and 3.1.6 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 necessary for the performance of Basic Services, and expense travel for special consultants as per Article 1 Basic Professional Services;
- .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 6. BASIS OF COMPENSATION

6.1 PAYMENT

6.1.1 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	\$ _____

6.1.2 Payments to the Architect/Engineer on account of his fee shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Application for Payment SC-7.1 (not to exceed the amounts specified for any particular phase) as follows:

- (a)** For the Pre-Design Phase (if applicable) the Architect/Engineer shall be paid a fee as described in **Exhibit F**, Designated Scope of Services B-163.
- (b)** For the Schematic Design Phase a sum equal to ___ percent (___%) of the Basic Services fee.
- (c)** For the Design Development Phase a sum sufficient to increase payments to ___ percent (___%) of the Basic Services fee.

- (d) For the Construction Documents Phase a sum sufficient to increase payments to ____ percent (____%) of the Basic Services fee.
- (e) For the Bidding Phase a sum sufficient to increase payments to ____ percent (____%) of the Basic Services fee.
- (f) For the Contract Administration Phase a sum sufficient to increase payments to ____ percent (____%) of the Basic Services fee.
- (g) Upon issuance of the Notice of Acceptance of the Work by the Principal Representative, and providing that this Agreement is otherwise fully performed by the Architect/ Engineer except for the inspections required during the warranty year, the full amount of the fee may be released except the fee as per subparagraphs (h) and (i) below.
- (h) Upon delivery of the guaranties, Certificates and the Record Drawings and reproducible copies to the Principal Representative, Architect/Engineer shall be paid \$_____.
- (i) For the Post Construction Phase (if applicable) the Architect/Engineer shall be paid a fee as described in **Exhibit F**, Designated Scope of Services B-163.

6.2 ADDITIONAL COMPENSATION

6.2.1 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 F**, Scope of Designated Services 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 6.1 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 6.1 or reasonably inferable therein, are not consistent with the approved Project program, and are specifically requested and approved in writing by the Principal Representative.

6.2.2 Subject to the provisions of paragraphs 4.5.1 and 4.5.2, 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.

6.2.3 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.

6.2.4 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**.

6.2.5 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.

6.2.6 In addition, the Architect/Engineer shall also be reimbursed as described in Article 5.1 and paid as detailed in paragraph 6.2.2 related to the Additional Services.

6.2.7 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.

6.2.8 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.

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

6.3 PAYMENTS WITHHELD

6.3.1 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.

6.4 PROJECT SUSPENSION OR ABANDONMENT

6.4.1 If the Project is suspended or abandoned 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 10. If the Project is resumed after being suspended for more than six (6) months, the Architect/Engineer's compensation shall be equitably adjusted.

6.5 ARCHITECT/ENGINEER'S ACCOUNTING RECORDS

6.5.1 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.

6.6 *CONDITION PRECEDENT*

6.6.1 *(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 through and including _____). Therefore, it shall be a Condition Precedent to the*

*Architect/Engineer's performance of the remaining services specified in _____ and the Designated Scope of Services B-163 (AIA Document B-163, **Exhibit F**) and the State's Liability to pay for such performance, sufficient funding must be appropriated and made available to the Principal Representative 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 after _____, the Architect/Engineer has no right to perform services under _____ (article referencing scope of work) of this Agreement and the State has no right to require the Architect/Engineer to perform the said services.)*

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 other 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's consultants consistent with 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 COMMERCIAL GENERAL LIABILITY

8.1.1 It is agreed and understood Architect/Engineer/Consultant shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workmen's compensation and employer's liability insurance pursuant to the State insurance requirements as defined below:

- .1** The Architect/Engineer/Consultant shall obtain, and maintain at all times during the term of the Work Authorization, insurance in the following kinds and amounts:
 - .a** Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
 - .b** Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, independent contractors, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - .1** \$1,000,000 each occurrence;
 - .2** \$1,000,000 general aggregate.If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Architect/Engineer/Consultant shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Agency/Institution a certificate or other document satisfactory to the Agency/Institution showing compliance with this provision.
 - .c** Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- .2** The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- .3** The insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the Agency/Institution by certified mail.
- .4** The Architect/Engineer will require all insurance policies (except errors and omissions professional liability insurance) in any way related to this Agreement and secured and maintained by the Architect/Engineer to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise,

against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

- .5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- .6 Architect/Engineer/Consultant shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the Services contemplated in this Base Agreement and any Work Authorization provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of Architect/Engineer/Consultant, any Consultant or associate thereof, or anyone directly or indirectly employed by Architect/Engineer/Consultant. Architect/Engineer/Consultant shall submit a Certificate of Insurance at the signing of the Work Authorization and also any notices of Renewal of said Policy as they occur. It is agreed and understood that the Architect/Engineer shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workers' compensation and employer's liability insurance pursuant to the State insurance requirements as defined below:

8.2 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

8.2.1 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 Programs. 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. INDEMNIFICATION

9.1 INDEMNIFYING THE STATE

9.1.1 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, subcontractors or assignees pursuant to the terms of

this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the Architect/Engineer.

ARTICLE 10. TERMINATION OF AGREEMENT

10.1 DEFAULT

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

10.2 TERMINATION FOR CONVENIENCE OF STATE

10.2.1 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.

10.2.2 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.

10.2.3 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) year 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) year 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.

10.2.4 Cost claimed, agreed to, or determined pursuant to paragraphs 10.2.3 above and 10.2.5 below shall be in accordance with the provisions of Chapter 7 (Cost Principles) of the Colorado Procurement Rules as in effect on the date of this Agreement.

10.2.5 Subject to the provisions of paragraph 10.2.3 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.

10.2.6 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.

10.2.7 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.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 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, enter into an association.

11.2 DISSOLUTION OF PROFESSIONAL ASSOCIATION, In the event there is dissolution of the association, other than by death of a member, the State, 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.

11.3 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 therefore 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.

11.4 ASSIGNMENT OF AGREEMENT NOT PERMITTED, The Architect/Engineer may not assign his performance of this agreement, or any money due or to become due by operation of this Agreement, without prior written consent of the Principal Representative and the State Controller.

11.5 SUCCESSORS AND ASSIGNS, The Architect/Engineer agrees not to assign rights or delegate duties under this Contract (or subcontract any part of the performance required under the contract) without express, written consent of the Principal Representative (which shall not be unreasonably withheld). This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by Section 4-9-318, C.R.S., provided that written notice of assignment adequate to identify the rights assigned is received by the Principal Representative. Such assignment shall not be deemed valid until received by the Principal Representative. The Architect/Engineer assumes the risk that the Principal Representative receives such written notice of assignment.

11.6 WAGE RATES, In accordance with Section 24-30-1404(1) C.R.S., as amended, the Architect/Engineer has executed a schedule, which is attached hereto and made a part hereof by reference as **Exhibit B**, Wage Rate Schedule, stating 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 (1) year following the end of the contract.

11.7 BENEFITS ACCRUING TO OTHERS, Benefits accruing to other State Employees or Officers:

- (a) No benefits, payments, or considerations received by Architect/Engineer for the performance of services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employee, or employees, elected or appointed officers or representatives, or by any other person or persons identified as agents of, or who are by definition, public servants of the State of Colorado.
- (b) The signatories hereto aver that they are familiar with Section 18-8-301, C.R.S. as amended (Bribery and Corrupt Influences) and Section 18-8-410 C.R.S. as amended (Abuse of Public Office), and that no violations of such provisions are present.
- (c) The signatories hereto aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

11.8 CONTINGENT FEE PROHIBITION, In accordance with Section 24-30-1404(4) C.R.S., 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 making of this contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this Agreement 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.

11.9 STATUTORY DESIGN REQUIREMENTS, The Principal Representative and the Architect/Engineer understand and agree they are familiar with the provisions of Colorado Revised Statutes, as amended, 24-82-601 to 602, 24-30-1304 to 1305 and 9-5-101 to 112 and to the extent applicable, shall comply with those provisions in the design of this Project. Further, when applicable, this Project shall comply with Headnotes 4 and 5 and Footnote 3 of Section 3, Senate Bill 218 of the 1987 Legislative Session as follows:

- .1 Footnote (3) Due to problems experienced with roofs with minimal grade, all roofing systems on new construction should have a minimum slope of one-quarter inch per foot. In addition, structural systems of buildings built on bentonite should not be slab on grade.
- .2 Headnote (4) Operating and maintenance costs shall be a major consideration in the design and construction of any project involving renovation.
- .3 Headnote (5) Except as otherwise specifically noted, figures in parentheses beneath the appropriation figures in this section designate the gross square footage within 5%, to which the structures may be built.

11.10 EXTENT OF AGREEMENT, This Agreement represents the entire and integrated agreement between the Principal Representative and the Architect/Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Principal Representative, the Architect/Engineer, the Manager of State Buildings Programs or delegate, the Attorney General or delegate and the State Controller or delegate.

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.

11.11 CONTRACTUAL RELATIONSHIP, Nothing contained herein shall be deemed to create any contractual relationship between the Architect/Engineer and the Construction Manager or any of the contractors, subcontractors of any tier, or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any subcontractor of any tier, material supplier, or third party any claim or right of action against the State or the Architect/Engineer which does not otherwise exist without regard to this Agreement, or the Contract Documents.

11.12 PUBLIC ART LAW, In recognition of the Public Art Law, section 24-80.5-101, C.R.S. 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.

11.13 DESIGNATED REPRESENTATIVE, 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:

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

11.15 FUND AVAILABILITY. CRS §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.

11.16 GOVERNMENTAL IMMUNITY. 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

11.17 INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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.

11.18 COMPLIANCE WITH LAW. Contractor shall strictly 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.

11.19 CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and

void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

11.20 BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

11.21 SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

11.22 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

11.23 VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), 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 CRS §39-21-101, et seq.; (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.

11.24 PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program,

Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

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

ARTICLE 12. NON-DISCRIMINATION

12.1 COMPLIANCE

12.1.1 The Architect/Engineer agrees to comply with the letter and spirit of all applicable state and federal law respecting discrimination and unfair employment practices.

ARTICLE 13. VALIDITY OF AGREEMENT

13.1 APPROVAL

13.1.1 This Agreement shall not be deemed valid until it shall have been approved by the Controller of the State or such assistant as he may designate.

13.2 WORK PRIOR TO EXECUTION OF CONTRACT

13.2.1 Work or services performed, or expenses incurred by the Architect/Engineer prior to the approval of this contract or, any subsequent Supplement or Amendment, by the Controller of the State of Colorado, without the prior written consent of the Principal Representative, SHALL NOT be reimbursable under the terms and conditions of this contract pursuant to Section 24-30-202(3), C.R.S. as amended.

13.3 FINANCIAL OBLIGATIONS

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

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**

THE ARCHITECT/ENGINEER

STATE OF COLORADO, acting by and through:

Legal Name of Contracting Entity

By: _____

Date: _____

*Signature

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

By _____
Name (print) Title

By: _____

Date: _____

Date: _____

APPROVED
DEPARTMENT OF LAW
ATTORNEY GENERAL (or authorized Delegate)

By: _____

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:
STATE OF COLORADO
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

Date: _____

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

EXHIBIT B

WAGE RATES SCHEDULE
(attached)

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

EXHIBIT C

ARCHITECT/ENGINEER CERTIFICATION

I hereby certify:

- a. That I am the _____ and duly authorized representative of the firm of _____; and
- b. That the wage rates and other factual unit costs supporting the compensation to be paid by the State for these professional services are accurate, complete, and current; and
- c. That I understand the original contract price and any additions shall be adjusted to exclude any significant sums by which the State determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs; and
- d. That all such contract adjustments shall be made within one year following the end of this contract.

ARCHITECT/ENGINEER

By: _____
(Signature)

(Typed Name)

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

EXHIBIT D

APPROVED CODES

APPROVED STATE BUILDING CODES

The following approved building codes and standards have been adopted by State Buildings Programs (SBP) as the minimum requirements to be applied to all state-owned buildings and physical facilities including capital construction and controlled maintenance construction projects.

The 2006 edition of the International Building Code (IBC)

(as adopted by the Colorado State Buildings Program as follows: Chapters 2-35 and Appendices C and I)

The 2006 edition of the International Mechanical Code (IMC)

(as adopted by the Colorado State Buildings Program as follows: Chapters 2-15 and Appendix A)

The 2006 edition of the International Energy Conservation Code (IECC)

(as adopted by the Colorado State Buildings Program)

The 2008 edition of the National Electrical Code (NEC)

(National Fire Protection Association Standard 70) (as adopted by the Colorado State Electrical Board)

The 2006 edition of the International Plumbing Code (IPC)

(as adopted by the Colorado Examining Board of Plumbers as follows: Chapter 1 Section 101.2,102, Chapters 2-13 and Appendices B, D, E, F and G)

The 2006 edition of the International Fuel Gas Code (IFGC)

(as adopted by the Colorado Examining Board of Plumbers as follows: Chapter 1 Section 101,102, Chapters 2-8 and Appendices A, B, C and D)

The National Fire Protection Association Standards (NFPA)

(as adopted by the Department of Public Safety/Division of Fire Safety as follows with editions shown in parentheses: NFPA-1 (2006), 11 (2005), 12 (2005), 12A (2004), 13 (2002), 13D (2002), 13R (2002), 14 (2003), 15 (2001), 16 (2003), 17 (2002), 17A (2002), 20 (2003), 22 (2003), 24 (2002), 25 (2002), 72 (2002), 409 (2004), 423 (2004), 750 (2003) and 2001 (2004))

The 2004 edition of the ASME Boiler and Pressure Vessel Code

(as adopted by the Department of Labor and Employment/Boiler Inspection Section as follows: sections I, IV, VIII-Divisions 1 and 2 and 3, X and B31.1)

The 2004 edition of the National Boiler Inspection Code (NBIC)

(as adopted by the Department of Labor and Employment/Boiler Inspection Section)

The 2004 edition of the Controls and Safety Devices for Automatically Fired Boilers CSD-1

(as adopted by the Department of Labor and Employment/Boiler Inspection Section)

The 2004 edition of the Boiler and Combustion Systems Hazards Code, NFPA 85

(as adopted by the Department of Labor and Employment/Boiler Inspection Section)

The 2007 edition of ASME A17.1 Safety Code for Elevators and Escalators

(as adopted by the Department of Labor and Employment/Conveyance Section and as amended by ASME International)

The 2005 edition of ASME A17.3 Safety Code for Existing Elevators and Escalators
(as adopted by the Department of Labor and Employment/Conveyance Section and as amended by ASME International)

The 2005 edition of ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts
(as adopted by the Department of Labor and Employment/Conveyance Section and as amended by ASME International)

The current edition of the Rules and Regulations Governing the Sanitation of Food Service Establishments
(as adopted by the Department of Public Health and Environment/Colorado State Board of Health)

The 2003 edition of ICC/ANSI A117.1, Accessible and Usable Buildings and Facilities
(as adopted by the Colorado General Assembly as follows: CRS 9-5-101, as amended, for accessible housing)

Note: Additional codes, standards and appendices may be adopted by the state agencies and institutions in addition to the minimum codes and standards herein adopted by State Buildings Programs.

The 2006 edition of the IBC became effective on July 1 of 2007. Consult the state electrical and plumbing boards and the state boiler inspector and conveyance administrator and the Division of Fire Safety for adoption of current editions and amendments to their codes.

Projects should be designed and plans and specifications should be reviewed based upon the approved codes at the time of A/E contract execution. If an agency prefers to design to a different code such as a newer edition of a code that State Buildings Programs has not yet adopted, the agency must contact SBP for approval and then amend the A/E contract with a revised Exhibit D, Approved State Building Codes. Please note that the state plumbing and electrical boards enforce the editions of their codes that are in effect at the time of permitting not design.

The state's code review agents, or the State Buildings Programs approved agency building official, shall review all documents for compliance with the codes stipulated herein. Note: The Department of Public Health and Environment, Division of Consumer Protection will review drawings for food service related projects.

This policy does not prohibit the application of various life safety codes as established by each agency for specific building types and funding requirements. NFPA 101 and other standards notwithstanding, approved codes will supersede where their minimum requirements are the most restrictive in specific situations. If a conflict arises, contact State Buildings Programs for resolution.

It is anticipated that compliance with the federal Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) and Colorado Revised Statutes Section 9-5-101 will be met by compliance with the 2006 International Building Code and ICC/ANSI A117.1.

However, each project may have unique aspects that may require individual attention to these legislated mandates.

The 2003 edition of the International Building Code (IBC) is to be applied to factory-built nonresidential structures as established by the Division of Housing within the Department of Local Affairs.

Appendices

Appendices are provided to supplement the basic provisions of the codes. Approved IBC Appendices are as follows:

Mandatory

IBC Appendix Chapter C - Agricultural Buildings

IBC Appendix Chapter I - Patio Covers

Optional

Any non-mandatory appendix published in the International Building Code may be utilized at the discretion of the agency. Use of an appendix shall be indicated in the project code approach.

Amendments

None

Referenced Codes

1. While not adopted in entirety, portions of the following codes are referenced in the International Building Code (IBC), the International Mechanical Code (IMC), the International Energy Conservation Code (IECC) the International Plumbing Code (IPC), and the International Fuel Gas Code (IFGC). These following codes would be applied as reference standards.

2006 International Fire Code (IFC)

2006 International Existing Building Code (IEBC)

Referenced Standards

The IBC, IMC, IECC, IPC and IFGC standards shall be utilized to provide specific, or prescriptive, requirements on how to achieve the requirements established in the code. These standards may be unique to the code or may be derived from other established industry standards. Recognized standards may also be used to show compliance with the standard of duty established by the code.

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

EXHIBIT E

CODE COMPLIANCE PLAN REVIEW PROCEDURES

CODE COMPLIANCE PLAN REVIEW PROCEDURES

1. All construction for state agencies on state-owned or state leased-purchased properties or facilities are to submit design documents for code compliance plan reviews to the state's code review agents or State Buildings Programs (SBP) approved agency building official. If a state agency leases space in an area where local building codes may not apply, the agency may also follow this process. For a listing of projects that do not require code review, refer to International Building Code section 105.2 and 105.2.2.
2. Upon selection of an Architect/Engineer, a Plan Review Authorization (SBP-017) should be prepared and delivered to the selected code review agent. This authorization indicates the project valuation and the review fee authorized. With this authorization, please provide an intended submittal schedule. Reviews for projects submitted to the code review agent without a Plan Review Authorization (SBP-017) will not commence until the agent receives the prepared authorization form.
3. Prepare the project Schematic Design (SD), Design Development (DD), and Construction Document (CD) submittals in accordance with the attached checklists and submit to the code review agent for review. On projects of limited scope where a combined SD/DD or SD/DD/CD submittal is considered appropriate, please consult with the code review agent prior to submittal.
4. The code review agent will provide a written list of comments addressing issues noted in the review. A response shall be prepared and submitted to the code review agent addressing the deficiencies and questions noted in the review. Specifically, state the agent's comment followed by the Architect/Engineer's response chronologically. At the Construction Document review, a response shall be prepared and submitted to the code review agent within 30 days or a mutually agreed upon timeframe addressing the deficiencies and questions noted in the review.
5. Once all code issues have been satisfactorily addressed, the code review agent will issue a Compliance Notice to the submitting agency along with a listing of required inspections and will send a copy to State Buildings Programs indicating that the documents appear to be in compliance with code requirements and are appropriate for bidding for lump sum bid projects. On CM/GC projects, a similar process is to be followed through schematic design; however, design development code compliance reviews must be completed on DD documents prior to establishing and accepting a GMP and the Compliance Notice must be issued on CD documents prior to bidding each bid package. If the Compliance Notice is contingent on required modifications to the documents for either lump sum or CM/GC projects, the agency must certify to SBP that the modifications have been incorporated into the documents at project completion.
6. Review of responses and subsequent preparation of a Compliance Notice received more than 30 days or more than the mutually agreed upon date may result in additional services as determined by State Buildings Programs. (Note: Withholding all payment for plan review services until a Compliance Notice is issued is not permitted unless the code review agent is negligent in providing a timely review of responses submitted within the 30 day or mutually agreed upon timeframe. All disputes concerning delays and payments should be brought to SBP's attention.)

7. Meetings between the agency and/or Architect/Engineer and the code review agent may be requested at any time. Such meetings may be considered additional services beyond the authorized fee per the discretion of the code review agent, at the contracted rates, with a pre-approved top set number encumbered through an approved amendment to the authorization.
8. Communication Policy
 - a. All communication to the code review agent, verbal and written, shall be directed through the assigned reviewer for the code review agent. The reviewer will be assigned at the time of initial submittal and all participants will be notified who this individual is.
 - b. All communications from the Architect/Engineer shall be directed through an assigned individual in the Architect/Engineer's office. The Architect/Engineer should indicate who the assigned individual will be with the initial submittal.
 - c. The code review agent may discuss code issues in meetings and/or on the phone. However, it should be understood that these are discussions only and should not be construed to establish the final opinion of the code review agent. The codes are complex documents and matters of interpretation and application often require extensive study to establish the code review agent's opinions. Only written comments provided by the code review agent shall be considered to be official opinions.
 - d. Written review comments will be provided based upon the code review agent's reviews of submittals. The code review agent will provide detailed reviews of the documents based upon the code review agent's understanding of the material presented. It should be noted that an item of code compliance that is not noted with a review and is later discovered would be incorporated with future submittal reviews. Progress submittal reviews should not be considered approved sign-offs of the reviewed documents. The code review agent's reviews will not alleviate the Architect/Engineer's responsibility to provide Construction Documents in full compliance with all applicable codes.
9. The code review agent will provide reviews in a timely manner. Projects of unusual character or complexity may require more extensive study of various issues and, therefore, more time. The code review agent will not compromise the accuracy of reviews to meet a schedule. If schedules dictate, the code review agent will provide partial reviews in order to facilitate the design process and supplemental reviews may be provided as appropriate. Submittals from the Architect/Engineer should include detailed delineation in regards to the intended code approach in order to expedite the review process. All submittals shall include the information outlined in the State Buildings Programs attached checklists for the appropriate phase of submittal and scope of the project.
10. Request to Change Application of Certain Provisions of the Code (See Section 1.B of SBP Building Code Compliance policy for detailed information on requests for alternative methods, modifications, appeals, and amendments.)
 - a. Any variations from basic code compliance shall be clearly documented. Alternative or equivalent methods or materials shall be submitted to the code review agent or approved agency building code official for review. The code review agent will issue a written opinion of compliance and has the authority to accept, reject or forward the equivalency to State Buildings Programs for action. Written opinions for equivalency may be considered additional services and may be billed on an hourly basis at the

contracted rates with a pre-approved top set number encumbered through an approved amendment to the authorization.

- b. Modifications from code requirements may be requested from State Buildings Programs or approved agency building code official. SBP may request the Agency to get an opinion on the modification request from the code review agent who will issue a written opinion. Written opinions for modification requests may be considered additional services and may be billed on an hourly basis at the contracted rates with a pre-approved top set number encumbered through an approved amendment to the authorization.

Code Review Checklist For Schematic Design Submittal

The following information shall be included in Schematic Design submittal documents for code review purposes. Plans shall include minimum overall dimensions and shall be of sufficient clarity to indicate schematically the location, nature and extent of the proposed work. A title sheet and additional sheets as necessary shall be included and contain the following information:

1. GENERAL:

- An outline of submittal requirements as required by the state contract for A/E design services on the project.
- A schematic table of contents listing drawings anticipated to be included in the construction document submittal package.
- Provide an outline of anticipated hazardous materials to be used, stored and probable locations for use and storage.
- Schematic code compliance plan. (See attached example)
- A key plan for additions and renovations indicating the relationship of the project area to the existing building(s).

2. BUILDING CLASSIFICATION:

- A. Occupancy Classification:** Compute the floor area and occupant load of the building or portion(s) thereof. See section 1002 and Table 1004.1.2. Indicate the occupancy group(s) which the use of the building or portion(s) thereof most nearly resembles. See sections 301, 303.1, 304.1, 305.1, 306.1, 307.1, 308.1, 309.1, 310.1, 311.1, and 312.1. See section 302 for buildings with mixed occupants and establish if it is to be a separated use or non-separated use. Demonstrate by drawing and/or narrative how the building will conform to the occupancy requirements in Section 303 through 312.
- B. Type of Construction:** Indicate the type of construction proposed for the building. Indicate the building materials proposed and the fire resistance of the parts of the building. See Chapter 6. Demonstrate by drawing and/or narrative how the building will conform to the type of construction requirements in Chapter 6. Indicate if the building is to be fully, partially or non fire sprinklered.
- C. Location on Property:** Indicate the location of the building on the site and clearances to property lines and/or building on a plot plan. See Tables 601, 602, and 704.8 for fire resistance of exterior walls and opening protection. See Section 503.
- D. Allowable Floor Area:** Indicate the proposed floor area and calculate the allowable floor area for each occupancy in the building. See Table 503 for basic allowable floor area for each occupancy group and type of construction. See Section 506 and 507 for allowable increases based in location on property and installation of an approved automatic fire sprinkler system. See Section 504.2 for allowable floor area of multi-story buildings. Demonstrate by drawing and/or narrative the total allowable and actual proposed floor area.
- E. Height and Number of Stories:** Indicate the height of the building and the number of stories, Section 502.1. See Table 503 for the maximum height and number of stories permitted based on occupancy group and type of construction. See Section 504.2 for

allowable story increased based on the installation of an approved automatic fire-sprinkler system. Include the allowable and proposed height and number of stories in the narrative.

1. Provide a schematic exiting design indicating how exiting from all portions of the building will conform to the requirements of IBC Chapter 10. Indicate proposed occupant load and calculate required exit widths. Indicate proposed rated corridors, stair enclosures, exit passageways, horizontal exits, etc.
 2. Demonstrate how the building will conform with other applicable detailed code regulations in Chapters 4, 7 through 11, 14, 15, 24 through 26, and 30 through 33 by drawing and/or narrative.
 3. In most cases, renovation/addition projects require all the previously requested information, in addition to the following:
 - a. Square footage and locations of areas to be renovated.
 - b. Square footage and occupancy classifications and uses of existing spaces not to be renovated.
 - c. Details of investigations necessary to determine the Type of Construction of the existing building and types and locations of fire resistive construction such as:
 - Area Separation Walls
 - Vertical and Horizontal Occupancy Separations
 - Horizontal Exits
 - Tenant Separations
 - Rated Corridor Construction
 - d. Overall floor plants indicating how exiting from renovated areas interface with all other adjacent areas.
 - * Note: Verification of required opening protection in fire resistive construction should also be noted.
- **F. Structural Analysis:** Provide sketches and descriptions of proposed structural systems.
- **G. Building Systems:** Provide sketches and descriptions of plumbing, mechanical and electrical systems.
- **H. Building Materials:** Provide an outline of proposed construction materials.

Code Review Checklist For Design Development Submittal

The following information should be included in Design Development submittal documents for code review purposes. Plans should include overall dimensions, drawn to scale, and should be of sufficient clarity to indicate fully the development of the project's location, nature and extent of the work proposed.

1. Provide the code review SD submittal building classification information and code compliance plan with changes highlighted.
2. Provide Design Development drawings indicating, at a minimum, the following:
 - A. **Site Plan**
Show property lines, streets, roads, sidewalks, curbs, curb cuts, building location, future additions, existing buildings, driveways, parking lot layout, walks, steps, ramps, fences, gates and walls. Show north arrow. Provide dimensions where yard area increases are proposed and where exterior wall/opening protection may be required.
 - B. **Floor Plans**
Dimensions: Overall and additional dimensions, as applicable. Show north arrow.
Rooms: Room names and numbers, and cross references to enlarged plans (as applicable)
Floors: Floor elevations, ramps, stairs.
Walls: Indicate existing and new walls. Show fire rated corridors, occupancy separations, area separation, shaft enclosures, etc.
Doors: Door swings.
Windows: Indicate fire and human impact labeled assemblies.
Toilet Rooms: Plumbing fixtures, stalls, and cross references to enlarged plans (as applicable)
Stairs: Dimension of stairwell, number of risers and treads.
Miscellaneous Items: Drinking fountains, folding partitions, and elevators.
 - C. **Roof Plan**
Show roof slopes, crickets and skylights. Show drainage to roof drains, overflow drains, scuppers, etc.
 - D. **Exterior Elevations**
Show floor elevations, finish grades and vertical dimensions. Show roof slope, door and window locations, indicate all materials.
 - E. **Building Sections**
Show vertical dimensions relating to floor, ceiling, and roof height. Note and indicate all materials and proposed listed assemblies for fire rated construction.
 - F. **Reflected Ceiling Plan**
Indicate ceiling materials. Show proposed ceiling layout.
 - G. **Enlarged Floor Plan(s)** (as appropriate)
Toilet Room Plans: Show plumbing fixtures, stall layout and handicap accessibility. Verify plumbing fixture count with code requirements.
Kitchens: Show kitchen equipment layout.
 - H. **Schedules**

Develop outlines for doors, windows and associated frames.

- I. **Structural Notes**
 - Outline to include:
 - Live Loads: Floor, stairs, corridors, roof, snow, earthquake and wind.
 - Dead Loads: Material weight, mechanical and electrical weight, wet-pipe or dry-pipe fire sprinkler system, and soil bearing pressure.
 - Material Strength: Concrete, masonry, steel and wood. Foundation design based on Soils Report.
 - J. **Structural Schematics**
 - Provide foundation plan and structural plan that include floor, roof, and wall construction.
 - K. **Mechanical Schematics**
 - Show HVAC system layout.
 - Show fuel-fired boiler equipment location.
 - Show gas service location.
 - Show kitchen exhaust hood location.
 - Show smoke control system operation narrative/schematic, as applicable.
 - L. **Plumbing Schematics**
 - Show water and gas service connections.
 - Plumbing Fixtures: Show water closets, urinals, lavatories and drinking fountains.
 - Roof Drainage: Show roof drain leader sizes, and overflow drains, etc., as appropriate.
 - M. **Electrical Schematics**
 - Show electrical service and electrical panel location(s).
 - Show light fixtures layout.
 - N. **Specification Outline**
 - Describe structural, mechanical and electrical systems including fire protection.
 - Establish specification sections for principle materials and finishes.
3. Remodel/addition projects should additionally indicate interface with existing conditions, and limits of work within the existing building.

Code Review Checklist For Construction Document Submittal

The following information should be included in Construction Document submittal for code review purposes. Plans should be fully dimensioned and drawn to scale and should be of sufficient clarity to indicate the precise location, nature and extent of the work proposed.

1. Provide the code review DD submittal building classification information and code compliance plan with changes highlighted.
2. Provide four (4) sets of Construction Documents indicating, at a minimum, the following:
 - A. **Title Sheet**
 - Table of Contents
 - Names of Architect, Engineers and Consultants
 - Building Code Analysis (see Schematic Design submittal requirements)
 - Note Type of Work:
 - 1) New Building
 - 2) Building Addition
 - 3) Alteration/Renovation/Tenant Finish
 - Code Compliance Plan (example: Attachment A)
 - Data Point Connection Chart, if applicable (example: Attachment B)
 - Vicinity Map
 - Identify types and provide amounts and locations of all hazardous materials intended to be stored or used and the type of use as indicated by Table 307.7(1) and 307.7(2). Quantities of all hazardous materials are required to be identified at all locations. List actual quantities and compare to exempt amounts as provided for in Tables 307.7(1) and 307.7(2). Note: Projects with extensive quantities of hazardous materials will be required to submit a Hazardous Materials Management Plan.
 - B. **Site Plan**
 - Property lines, street names, scale, north arrow
 - Building location, set backs, finish floor elevation, dimensions
 - Contours: Existing and new grades
 - Existing and new paving, parking lot plan
 - Sidewalks, steps, curbs, curb cuts and drives
 - Fences, gates, walls and retaining walls
 - Existing structures, trees and shrubs to remain or to be removed
 - New Landscaping: Trees, shrubs, ground cover
 - Utilities: New and existing
 - Site Details: Handicap curb ramps, signage, etc.
 - Handicap Accessible Routes
 - C. **Floor Plan(s)**
 - Dimensions: Overall, building break, grid lines, room and opening dimensions, north arrow
 - Rooms: Room names and numbers, and cross reference to enlarged plans
 - Floors: Floor elevations, change in materials, ramps, stairs
 - Walls: Indicate existing and new walls, wall types, material and fire rated assemblies
 - Doors: Door swing and number
 - Windows: Indicate mullions

Toilet Rooms: Plumbing fixtures, stalls, floor drains, and cross reference to enlarged plans

Stairs: Dimension of stairwell, show traffic pattern, number of risers and treads, cross reference to stair details

Miscellaneous Items: Fire extinguisher cabinets, access doors, drinking fountains, folding partitions, ladders, lockers, shelving, railings, guardrails, and elevators

Alterations: Existing opening to be infilled and new openings to be cut

□ D. **Roof Plan**

Materials: Type of roofing

Drainage: Roof drains, overflow drains, scuppers, gutters, leaders

Roof pitch to drains showing high point and low point

Crickets, skylights, vents, fans, mechanical equipment, roof access

Miscellaneous: Roof pavers, ladders, splash blocks, ventilation of roof spaces, and expansion joints

□ E. **Exterior Elevations**

Materials: Type of exterior finish

Windows and Doors: Provide window and door openings, dimension height of opening, indicate window and door type

Dimensions: Grid lines, vertical dimensions, floor levels, grade elevations

Miscellaneous: Ladders, louvers, railings, gutters and downspouts

□ F. **Building Sections**

Dimensions: Vertical dimensions relating to floor, ceiling, roof, top of steel

Provide grid lines and cross reference to floor plans

Materials: Note and indicate material as well as listed fire rated assemblies

□ G. **Reflected Ceiling Plan**

Provide ceiling construction. Show ceiling breaks, or change in height

Show ceiling pattern, diffusers, light fixtures, exit signage and access panels

□ H. **Enlarged Floor Plan(s)**

Toilet Room Plans: Plumbing fixtures, stall layout, and handicap accessibility

Verify plumbing fixture count with code requirements.

Kitchens: Kitchen equipment layout

□ I. **Interior Elevations**

Toilet Room Elevations: Plumbing fixture heights and handicap accessibility

Indicate wall finish materials

□ J. **Schedules**

Room Finish Schedule: Show interior finishes

Door Schedule: Door types, sizes and fire rating, door hardware

Window Schedule: Window types, frames, labels, glazing and sizes

□ K. **Architectural Details**

Stairs: Riser and tread dimensions, headroom clearance, and handrail details and attachment details

Guardrails: Height and distance between intermediate rails and attachment details

Ramps: Slope and length and handrails

Wall Types: Fire rated construction, corridor walls, shaft walls, area separation walls, occupancy separation walls. Indicate listed assemblies for fire rated construction. Specify fire penetration sealants at rated walls.

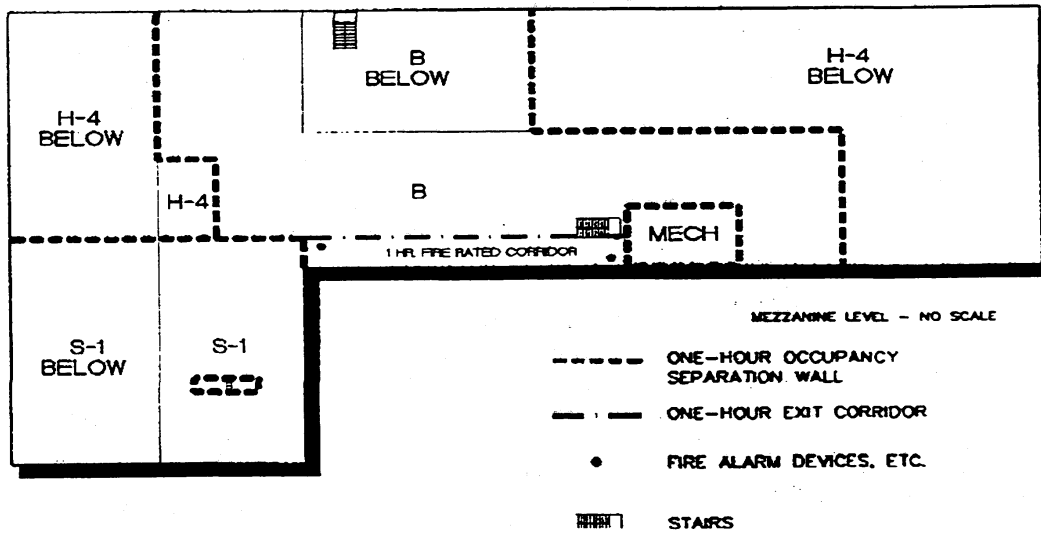
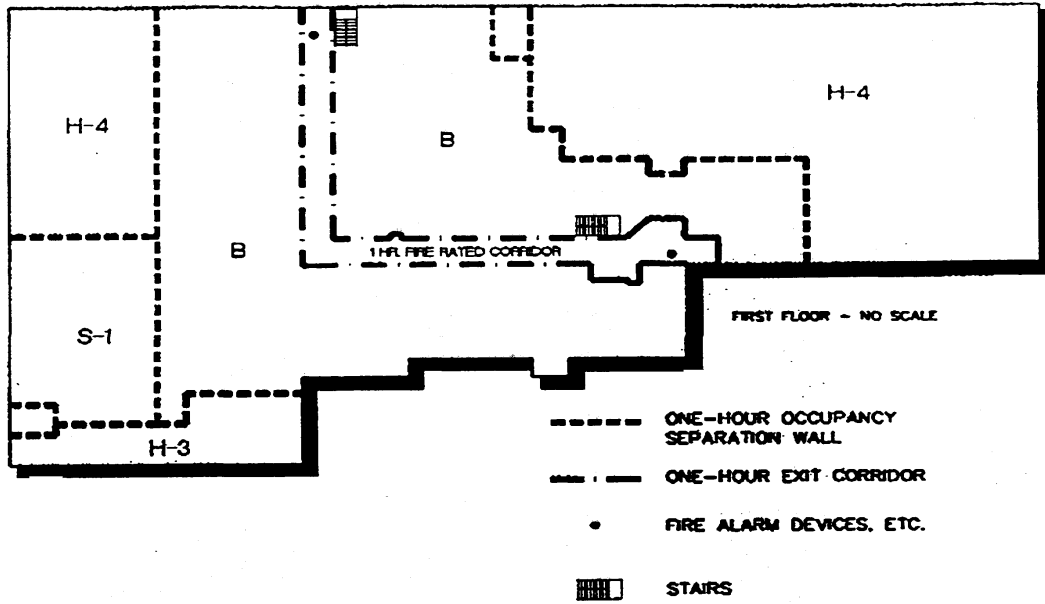
□ L. **Structural Notes**

Live Loads: Floors, stairs, corridors, roof, snow, earthquake and wind
Dead Loads: Material weight, mechanical and electrical weight, wet-pipe or dry-pipe fire sprinkler system, and soil bearing pressure
Material Strength: Concrete, masonry, steel and wood
Foundation design based on Soils Report. Provide one (1) copy of the Soils/Geotechnical Report.

- M. **Structural Plans**
Provide Foundation Plan and Structural Framing Plans that include floor, roof, and wall construction
 - N. **Structural Details** (as required)
 - O. **Structural Calculations** (one set)
 - P. **Mechanical Plans**
Show HVAC system layout
Show fire damper and fire/smoke damper locations, location of fuel-fired equipment, including type and size of flues, BTUH input, gas pipe sizes
Provide kitchen exhaust hood size/fire protection, smoke control systems, as applicable
 - Q. **Plumbing Plans**
Storm sewer, sanitary sewer, water, gas, fire hydrant, catch basin locations
Water and gas connections
Plumbing Fixtures: Water closets, urinals, lavatories, and drinking fountains
Roof Drainage: Roof drain, overflow drain, scuppers, and leader sizes and locations
Fire sprinkler system and standpipe location and main connections
List kitchen equipment
Sand traps, grease traps, etc.
Plumbing isometrics
 - R. **Electrical Plans**
Service and distribution equipment location: Electrical service, transformer, electrical meter and panel location
Exit sign locations, light fixtures layout and emergency lighting
Electrical outlets and circuits
Fire alarm/detection system
Light fixture schedule
Panelboard circuit schedule/calculations
One-line diagram
 - S. **Specifications**
Describe structural, mechanical and electrical systems
Complete specification sections for principal materials and finishes
3. Remodel/addition projects should additionally indicate interface with existing conditions and limits of work within the existing building.

(ATTACHMENT A)

CODE COMPLIANCE PLAN (EXAMPLE)



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

EXHIBIT F

DESIGNATED SCOPE OF SERVICES
(AIA Document B-163 Articles 1.1 and Part 2, to be attached)

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

EXHIBIT G

DESIGN PROGRAM/FACILITIES PROGRAM PLAN
(attached)

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

EXHIBIT H

**MINORITY AND WOMEN BUSINESS ENTERPRISES PARTICIPATION REPORT
(MWBE-1)**

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

EXHIBIT I

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (required at contract signing prior to commencing work)