

ATTACHMENT 1

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



**BASE AGREEMENT TERMS AND CONDITIONS
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT PROFESSIONAL SERVICES
(STATE FORM SC-5.1A)**

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TABLE OF CONTENTS Page(s)

<u>RECITALS</u>	1-2
<u>ARTICLE 1. BASE AGREEMENT AND BASIS OF COMPENSATION</u>	2-4
1.1 BASE AGREEMENT AND WORK AUTHORIZATION.....	2
1.1.1 Total Compensation	2
1.1.2 Monthly Payments	2
1.2 ADDITIONAL COMPENSATION.....	2
1.2.1 Scope of Services	2
1.2.2 Additional Services	3
1.2.3 Direct Personnel Expense	3
1.2.4 Wage Rate Schedule	3
1.2.5 Additional Services of Consultants	3
1.2.6 Reimbursable Expenses	3
1.2.7 Accounting System for Additional Costs	3
1.2.8 Expenditures	3
1.2.9 Statement of Services	3
1.3 PAYMENTS WITHHELD.....	3
1.3.1 Deductions or Retainage	3-4
1.4 ARCHITECT/ENGINEER/CONSULTANT'S ACCOUNTING RECORD...4	4
1.4.1 Records of the Architect/Engineer/Consultant	4
1.5 INTENT OF DOCUMENTS.....	4
1.5.1 Order of Precedence	4
<u>ARTICLE 2. REIMBURSABLE EXPENSE</u>	4-5
2.1 REIMBURSEMENT.....	4
2.1.1 Basic and Additional Services	4
2.1.2 Items for Reimbursement	4-5
<u>ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER/CONSULTANT</u>	5-15
3.1 THE SERVICES.....	5
3.1.1 Professional Services	5
3.1.2 License/Registration	5
3.1.3 Staff Retained for Duration of Project	5
3.1.4 Professionals Designated	5
3.1.5 Conflict of Interest	5-6
3.1.6 Code Compliance	6
3.2 DEVELOPMENT OF THE PROJECT.....	6
A. CONCEPTUAL DESIGN/REPORT OR ANALYSIS PHASE.....6	6
A.1 Conferences	6
A.2 Sufficient Detail	6
A.3 Written Report	6
A.4 Acceptance of Conceptual Design/Report or Analysis	6
B. SCHEMATIC DESIGN/DESIGN DEVELOPMENT PHASE.....6	6

B.1	Written Report	6-7
B.2	Acceptance of Schematic Design/Design Development Documents	7
C.	DESIGN DEVELOPMENT PHASE Not Used.....	7
D.	CONSTRUCTION DOCUMENTS PHASE.....	7
D.1	Construction Documents	7
D.2	Code Compliance	7
D.3	Acceptance of Construction Documents	8
E.	BIDDING PHASE.....	8
E.1	Competitive Bids	8
E.2	Bidding Documents	8
E.3	Prospective Bidders	8
E.4	Pre-Bid Conference	8
E.5	Substitutions	8
E.6	Copies of Documents	8-9
F.	CONTRACT ADMINISTRATION PHASE.....	9
F.1	General Conditions of the Contract	9
F.2	Project Site Visits	9
F.3	Construction Progress Meetings	9
F.4	Shop Drawings, Product Data and Samples	9-10
F.5	Change Orders/Amendments	10
F.6	Preparation of Change Orders/Amendments	10
F.7	Approval of Change Orders/Amendments	10
F.8	Emergency Field Change Orders	10
F.9	Testing	10-11
F.10	Observe for Contract Compliance	11
F.11	Due Diligence	11
F.12	Accurate Accounts	11
F.13	Delegation of Responsibilities	11
F.14	Contractor's Application for Payment	11-12
F.15	Project Certificate for Payment	12
F.16	Interpretation of Contract Documents	12
F.17	Architect/Engineer/Consultant Decisions	12
F.18	Claims	12
F.19	Rejection of Construction Work	13
F.20	Contractor's Written Notice	13
F.21	Inspection	13
F.22	Copies of Punch List	13-14
F.23	Additional Inspections	14
F.24	Notice of Substantial Completion	14
F.25	Notice of Acceptance	14
F.26	Contractor's Final Application for Payment	14-15
F.27	Written Warranties	15
F.28	Warranty Inspections	15
F.29	Defects and Deficiencies	15
G.	POST CONSTRUCTION PHASE Not Used.....	15
<u>ARTICLE 4. TIME</u>		15-16
4.1	DESIGN SERVICES SCHEDULE.....	15
4.1.1	Basic and Additional Services	15
4.2	TERM.....	15

4.2.1 Term of Agreement	15-16
<u>ARTICLE 5. THE AGENCY/INSTITUTION'S RESPONSIBILITIES</u>	16
5.1 AGENCY/INSTITUTION	16
5.1.1 The Responsibilities	16
5.1.2 Fault or Defect	16
<u>ARTICLE 6. PROJECT CONSTRUCTION COST</u>	16-18
6.1 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST	16
6.1.1 Preliminary Budget	16-17
6.2 COST OF THE WORK	17
6.2.1 Estimate of Probable Construction Cost	17
6.3 OWNER FURNISHED MATERIAL	17
6.3.1 Labor and Materials	17
6.4 FIXED LIMIT OF CONSTRUCTION COST EXCEEDED	17
6.4.1 Cost of Labor	17
6.4.2 Exceeding Fixed Limit of Construction Cost	17
6.4.3 Modification of Drawings and Specifications	17
<u>ARTICLE 7. OWNERSHIP OF DOCUMENTS</u>	18
7.1 INSTRUMENTS OF SERVICE	18
7.1.1 Drawings and Specifications	18
7.1.2 Perpetual Nonexclusive License	18
7.1.3 Written Agreement	18
7.2 AS-BUILT DRAWINGS/RECORD DRAWINGS	18
7.2.1 Built Condition/Incorporated Changes	18
<u>ARTICLE 8. INSURANCE</u>	18-20
8.1 COMMERCIAL GENERAL LIABILITY	19-20
8.1.1 Requirements	20
8.2 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY	20
8.2.1 Requirements	20
<u>ARTICLE 9. TERMINATION OR SUSPENSION OF AGREEMENT</u>	20-22
9.1 DEFAULT	20
9.1.1 Seven (7) Days Written Notice (Base Agreement)	20
9.1.2 Seven (7) Days Written Notice (Work Authorization)	20
9.2 TERMINATION FOR CONVENIENCE OF STATE	20
9.2.1 Termination of Service (Base Agreement)	20
9.2.2 Termination of Service (Work Authorization)	20
9.2.3 Exercise Reasonable Diligence	21
9.2.4 Termination Claim	21
9.2.5 Cost Claimed	21
9.2.6 Amounts to be Paid	21
9.2.7 Partial Payments	21
9.2.8 Transfer Title	22
9.3 SUSPENSION	22
9.3.1 Suspension of Service (Base Agreement)	22
9.3.2 Suspension of Service (Work Authorization)	22
<u>ARTICLE 10. SPECIAL PROVISIONS</u>	22-24
10.1 CONTROLLER'S APPROVAL	22
10.2 FUND AVAILABILITY	22
10.3 INDEMNIFICATION	23
10.4 INDEPENDENT CONTRACTOR	23
10.5 NON-DISCRIMINATION	23
10.6 CHOICE OF LAW	23

- 10.7 VENDOR OFFSET 24
- 10.8 SOFTWARE PIRACY PROHIBITION 24
- 10.9 EMPLOYEE FINANCIAL INTEREST 24
- 10.10 PUBIC CONTRACTS FOR SERVICES..... 24
- 10.11 PUBLIC CONTRACT WITH NATURAL PERSONS..... 24

ARTICLE 11. MISCELLANEOUS PROVISIONS 24-28

- 11.1 PROFESSIONAL ASSOCIATION PERMITTED..... 24
 - 11.1.1 Performance of Agreement 24
- 11.2 DISSOLUTION OF PROFESSIONAL ASSOCIATION..... 24
 - 11.2.1 Payments after Dissolution 24
- 11.3 DEATH OR DISABILITY..... 24
 - 11.3.1 Death or Disability Clause 25
- 11.4 SUCCESSORS AND ASSIGNS..... 25
 - 11.4.1 Assign Rights/Delegate Duties 25
- 11.5 WAGE RATES..... 25
 - 11.5.1 Wage Rate Schedule and Certification 25
 - 11.5.2 Original Contract Price 25
- 11.6 BENEFITS ACCRUING TO OTHERS..... 25
 - 11.6.1 State Employees or Officers 25
- 11.7 CONTINGENT FEE PROHIBITION..... 26
 - 11.7.1 Bona Fide Employees 26
 - 11.7.2 Breach or Violation of Warranty 26
- 11.8 STATUTORY DESIGN REQUIREMENTS..... 26
 - 11.8.1 Compliance with Colorado Revised Statutes 26
- 11.9 COPYRIGHT/PATENT VIOLATION LIABILITY 26
 - 11.9.1 Architect/Engineer’s Responsibility 26
- 11.10 EXTENT OF AGREEMENT 26
 - 11.10.1 Entire and Integrated Agreement 27
 - 11.10.2 Terms and Provisions 27
- 11.11 PUBLIC ART LAW..... 27
 - 11.11.1 Participation in Art Law 27
- 11.12 DESIGNATED REPRESENTATIVES..... 27
 - 11.12.1 Agency/Institution and Architect/Engineer/Consultant 27
- 11.13 CONSTRUCTION OF LANGUAGE..... 27
 - 11.13.1 Interpretation of Intent 27
- 11.14 SEVERABILITY..... 27
 - 11.14.1 Severability of Covenant, Term, Condition or Provision 27
- 11.15 SECTION HEADINGS..... 27
 - 11.15.1 Convenience 27
- 11.16 AUTHORITY..... 27
 - 11.16.1 Authority to Execute 28
- 11.17 VENUE..... 28
 - 11.17.1 Exclusive Venue 28
- 11.18 NO THIRD PARTY BENEFICIARIES..... 28
 - 11.18.1 Parties to the Agreement 28
- 11.19 WAIVER..... 28
 - 11.19.1 Waiver of Breach of Term 28
- 11.20 WORK PRIOR TO EXECUTION OF CONTRACT..... 28
 - 11.20.1 Written Consent 28

SIGNATURE APPROVALS

**BASE AGREEMENT AS NEEDED ARCHITECT/ENGINEER/
CONSULTANT PROFESSIONAL SERVICES
(STATE FORM SC-5.1A-S)**

Exhibits:

- A. Work Authorization (Specimen)
- B. Wage Rates Schedule (Provided by the Architect/Engineer/Consultant) (attached to SC-5.1A-S)
- C. Approved Codes
- D. Code Compliance Plan Review Procedures
- E. Minority and Women Business Enterprises Self-Certification (Form M/WBE-2) (attached to SC-5.1A-S)
- F. List of Participating Agencies by Region
- G. Option Letter
- H. Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)

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(STATE FORM SC-5.1A)**

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

THIS AGREEMENT made this _____ day of _____ in the year ____ between the STATE OF COLORADO, acting by and through the Department of Personnel & Administration for the use and benefit of the state agencies and institutions as per the regions indicated below, hereinafter called the State, and _____ hereinafter called the Architect/Engineer/Consultant.

WHEREAS, the State intends to utilize the following services of the Architect/Engineer/Consultant in Region(s), _____; for the design of small to medium sized projects and other professional services the scope of which will be defined for each work assignment by way of the completion of a Work Authorization (SC-5.1A-WA), as executed by Agency/Institution a specimen of which is attached hereto as Exhibit A; and

WHEREAS, the funds for these services shall be included in and be a part of each specific project; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Architect/Engineer/Consultant was selected and determined to be the most qualified in accordance with the provisions of Section 24-30-1401 C.R.S. as amended through a selection process for the benefit of multiple state agencies; and

WHEREAS, the fees for services will be negotiated by Agency/Institution for each individual work assignment and identified as a stipulated sum on the Work Authorization for each project; and

WHEREAS, the fees for professional services for each individual project may not exceed fifty thousand dollars (\$50,000) and the estimated construction cost of projects undertaken as a result of this Base Agreement may not exceed five hundred thousand dollars (\$500,000) in accordance with 24-30-1405 C.R.S. as amended; and

WHEREAS, it was determined to be in the best interest of the State, in order to effect timely design and construction of small to medium sized projects and performance of other professional services, to award a Base Agreement to more than one Architect/Engineer/Consultant to which this Architect/Engineer/Consultant has no objection; and

WHEREAS, the extent of services, if any, to be provided under this Base Agreement by the Architect/Engineer/Consultant is not assured and is dependent upon the needs of the

Agency/Institution which will utilize said services, to which this Architect/Engineer/Consultant has no objection; and

WHEREAS, for each project, the Agency/Institution will identify the total amount authorized to be expended for Construction, Professional Fees, Reimbursable and Contingent Costs on the Work Authorization prepared for each project.

NOW, THEREFORE, it is agreed that:

ARTICLE 1. BASE AGREEMENT AND BASIS OF COMPENSATION

1.1 BASE AGREEMENT AND WORK AUTHORIZATION

The Base Agreement is a master Base Agreement between the parties for purposes of allowing them to consummate contracts as needed for one or more small projects (as defined herein) to be added by execution of a Work Authorization in the form attached hereto as **Exhibit A**. Upon proper execution by Agency/Institution each Work Authorization for a specific scope of work shall constitute a severable contract on the terms and conditions of the Work Authorization and this Base Agreement.

The Architect/Engineer/Consultant in consideration for the State's promises hereinafter made, promises to perform and accomplish all the work and services proposed, in accordance with the terms and conditions set forth herein; in the proposal to be submitted by the Architect/Engineer/Consultant for each project; in the applicable Work Authorization for each project and **Exhibit B** Wage Rates attached to the Base Agreement (SC-5.1A-S). The Architect/Engineer/Consultant shall undertake and perform services as customarily done in the areas of professional practice required in the community for undertakings of similar character, scope and magnitude.

1.1.1 In consideration for the performance of said work and services, the State agrees that the Architect/Engineer/Consultant will be paid the fees and charges as negotiated and specified in each Work Authorization. It is understood and agreed by the State and the Architect/Engineer/Consultant that the Architect/Engineer/Consultant shall bill each agency/institution for payment, which payment shall be billed to the Project.

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

1.2 ADDITIONAL COMPENSATION

1.2.1 The Scope of Services to be provided pursuant to this Agreement includes all architectural and engineering services described on the Work Authorization, all services to be provided by the Architect/Engineer/Consultant including items which under usual contracting for Architectural/Engineering/Consulting services could be considered as additional services, and reimbursable items excepting those specifically identified in Article 2 of this Agreement to be reimbursed. All compensation set forth in Article 1.1 hereof shall fully compensate the Architect/Engineer/Consultant 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 1.1 or reasonably inferable therein, and are specifically requested and approved in writing by the Agency/Institution.

1.2.2 Subject to the provisions of Article 6.4.1 and 6.4.2, if the Architect/Engineer/Consultant is caused Additional Service, drafting or other expense due to changes ordered by the Agency/Institution or by other circumstances beyond the Architect/Engineer/Consultant's control and not occasioned by any neglect or default of Architect/Engineer/Consultant, then the Architect/Engineer/Consultant shall be reimbursed for such Additional Service.

1.2.3 Direct personnel expense is defined as the direct salaries of all the Architect/Engineer/Consultant'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.

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

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

1.2.6 In addition, the Architect/Engineer/Consultant shall also be reimbursed as described in Article 2.1 and paid as detailed in paragraph 1.2.4 related to the Additional Services.

1.2.7 The Architect/Engineer/Consultant shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Agency/Institution all records, canceled checks and other disbursement media to substantiate any and all requests for payments hereunder.

1.2.8 The expenditures under this provision shall be disapproved unless the Architect/Engineer/Consultant first shall have filed with the Agency/Institution an estimate of the maximum cost of such additional service and been authorized, in writing, by the Agency/Institution to proceed. If such an estimate is filed with the Agency Institution, then payment shall not exceed the maximum cost estimated by the Architect/Engineer/Consultant and approved by the Agency/Institution.

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

1.3 PAYMENTS WITHHELD

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

1.4 ARCHITECT/ENGINEER/CONSULTANT'S ACCOUNTING RECORDS

1.4.1 Records of the Architect/Engineer/Consultant's direct personnel, consultant, and reimbursable expense pertaining to this Project and records of accounts between the Agency/Institution and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Agency/Institution or his authorized representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

1.5 INTENT OF DOCUMENTS

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

1. The Special Provisions, Article 10 of this Agreement (State form SC-5.1A);
2. Any Amendment of this Agreement;
3. All other terms of this Agreement (other than the Special Provisions);
4. The Architect/Engineer/Consultant's proposal letter, if any.

The Special Provisions of this Agreement, Article 10, shall in all cases, and without exception, take precedence, rule and control over all other provisions of this Agreement, any exhibits or amendments.

ARTICLE 2. REIMBURSABLE EXPENSE

2.1 REIMBURSEMENT

2.1.1 Reimbursable expenses in a total amount not to exceed that specified on the Work Authorization are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer/Consultant and its employees, associate Architect/Engineer/Consultant, 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/Consultant understands and agrees that a certain dollar amount as specified on the Work Authorization has been established as a maximum amount to be paid for all reimbursable expenses.

2.1.2 The Architect/Engineer/Consultant shall be reimbursed for:

- (a) In accordance with the provisions of paragraph 3.2.E.6(d) of this Agreement, for all copies over that agreed to in the Work Authorization.
- (b) The costs of all items furnished by the Architect/Engineer/Consultant in accordance with paragraphs 5.1.1 (d) and (e) as requested by the Agency/Institution.
- (c) Fees of special consultants if their employment is authorized in advance by the Agency/Institution 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.
- (d) Expense of data processing and photographic production techniques when used in connection with Additional Services.

- (e) Expense of long distance telecommunication related to the performance of Basic Services.
- (f) Expense of renderings, models and mock-ups requested by the Agency/ Institution other than those described in the designated services.
- (g) Expense of mail, deliveries, mileage for local travel other than that necessary for the performance of Basic Services, and expense travel for special consultants as per Article 3.1 Basic Services of Architect/Engineer/Consultant.
- (h) Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the State in excess of that required in Article 8.
- (i) Other expenses as approved in writing by the Agency/Institution and State Buildings Programs.

ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER/CONSULTANT

3.1 THE SERVICES

3.1.1 For services in connection with the design of a funded project, the Architect/Engineer/Consultant promises to perform the professional services for the contemplated project as delineated in the proposal letter, submitted by the Architect/Engineer/Consultant, which is attached to the Work Authorization. In addition, the Architect/Engineer/Consultant promises to perform the professional services as set forth in 3.2 A, B, C, D, E, F and G, below.

3.1.2 These services shall be performed by the Architect/Engineer/Consultant or by consultants licensed or registered as required by the State of Colorado. If these special consulting services are to be performed by professionals in the Architect/Engineer/Consultant'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/Consultant's organization. In the event the Architect/Engineer/Consultant does not have as part of his regular staff and services, certain professional consultants and consulting services, such as but not limited to, structural, mechanical, electrical, acoustical and architectural, then such consulting services shall be performed by practicing professional consultants.

3.1.3 All professional consultants, staff or practicing, must be retained for the life of the project; provided, however, that acceptable replacements must be approved in writing, by the Agency/Institution which approval shall not be unreasonably withheld.

3.1.4 Prior to designating a professional to perform any of these services as indicated in paragraph 11.12.1, the Architect/Engineer/Consultant shall submit the name of such professional, together with a resume of his or her training and experience in work of like character and magnitude of the project being contemplated, to the Agency/Institution, and receive approval in writing therefrom.

3.1.5 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 Agency/Institution of such interest, the Agency/Institution may permit a waiver, in writing, in respect to the particular consultant.

3.1.6 The Architect/Engineer/Consultant shall make certain to the best of its knowledge, information and belief, that the drawings and specifications prepared by him are in compliance with the Approved Codes as adopted by State Buildings Programs (as a minimum standard) as indicated in **Exhibit C**, Approved Codes. Other or more restrictive standards as specified by the Agency/Institution may be indicated for each specific Work Authorization. Drawings and specifications are to be reviewed by the State's approved Code Review Agents at the appropriate phases and with the required information as described in the attached Code Compliance Reviews, **Exhibit D**.

3.2 DEVELOPMENT OF THE PROJECT

A. CONCEPTUAL DESIGN/REPORT OR ANALYSIS PHASE

.1 The Architect/Engineer/Consultant, or his/her duly authorized representative, shall attend such conferences, as may be requisite to a complete understanding of the services to be performed. Such services may include the preparation of conceptual design information, the preparation of analyses, reports, estimate of the cost of construction, program plans and similar activities related to the projects undertaken.

.2 Conceptual Design Studies/Reports/Analysis shall be prepared in sufficient detail and number to come to a basic agreement on the Design of the Project.

.3 Where standards have been adopted on the Conceptual Design/Report/Analysis, the Architect/Engineer/Consultant shall prepare a written report, accompanied by Documents and/or Drawings, setting forth any or all of the following as identified in the Work Authorization Form:

- (a)** Analysis of the structure as it relates to the Approved Codes as defined in **Exhibit C**, including responses to the State's Code Review Agent;
- (b)** Recommended site location;
- (c)** Scope of site development;
- (d)** Correlation of spaces with approved State standards;
- (e)** Conceptual floor plans, elevations and sections;
- (f)** Conceptual drawings and descriptions of building plumbing, mechanical and electrical systems;
- (g)** Area computations: gross square footage, net square footage, volume;
- (h)** Outline of proposed construction materials;
- (i)** Review of time anticipated for the Construction Phase;
- (j)** Architect/Engineer/Consultant's estimate of Probable Construction Cost.

.4 The above data shall be approved, in writing, by the Agency/Institution.

B. SCHEMATIC DESIGN/DESIGN DEVELOPMENT PHASE

.1 The Architect/Engineer/Consultant shall prepare a written report and Drawings outlining in detail Schematic Design/Design Development Documents. The report, when submitted for approval, shall include, as applicable:

- (a)** Analysis of the structure as it relates to the Approved Codes as defined in **Exhibit C**, including responses to the State's Code Review Agent;

- (b) Site development drawings, defining the proposed scope of development including earthwork, surface development, and utility infrastructure;
- (c) Plans in one-line format of the proposed plumbing, mechanical, and electrical systems as necessary to define size, location, and quantity of equipment, materials, and constructions;
- (d) Floor plans including proposed movable equipment and furnishings and exterior elevations;
- (e) Proposed architectural finish schedule, HVAC, plumbing, and electrical fixture schedules;
- (f) Outline specifications including Division 1 and cut-sheets and/or samples of proposed materials, equipment, system components per CSI format divisions;
- (g) Review of the time anticipated for the Construction Phase.
- (h) Architect/Engineer/Consultant's estimate of Probable Construction Cost.

.2 The final Schematic Design/Design Development Documents shall be approved in writing by the Agency/Institution.

C. DESIGN DEVELOPMENT PHASE Not Used

D. CONSTRUCTION DOCUMENTS PHASE

.1 The Architect/Engineer/Consultant shall prepare the final Construction Documents from the approved Schematic Design/Design Development Documents. These Construction Documents, when submitted for approval, shall include as applicable:

- (a) Complete architectural, structural, plumbing, mechanical and electrical construction drawings. These drawings shall be on durable and reproducible material. If the Project is a structure, the title sheet of the Project shall reflect an accurate take-off of:
 - (1) Gross square footage,
 - (2) Gross building volume.

This takeoff shall be made in accordance with AIA Document-D101, current edition. In addition, the net assignable square footage shall be shown when requested.

- (b) Complete architectural, structural, mechanical and electrical specifications. The format for these technical specifications shall be the current edition of *MasterFormat* published by the Construction Specifications Institute.
- (c) The Architect/Engineer/Consultant's adjustments to the Schematic Design/Design Development estimate of Probable Construction Cost.

.2 The Architect/Engineer/Consultant shall cooperate with the State's Code Review Agent to check the Construction Drawings and Specifications for compliance with the Approved Codes as defined in **Exhibit C** and on each Work Authorization if required, and shall include the minimum data as required by the Code Compliance Review **Exhibit D**.

.3 The final Construction Documents shall be approved in writing by both the Agency/Institution and State Buildings Programs before commencement of the next phase.

E. BIDDING PHASE

.1 The Architect/Engineer/Consultant shall assist the Agency/Institution in obtaining competitive bids (including attending the bid opening if requested by the Agency/Institution), bid evaluation, determination of the successful bid and in awarding and preparing contracts for construction.

.2 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary General Conditions, Specifications, Drawings and all published addenda.

.3 If requested by the Agency/Institution the Architect/Engineer/Consultant shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process.

.4 The Architect/Engineer/Consultant shall participate in or, at the Agency/Institution's direction, shall organize and conduct a pre-bid conference for prospective bidders.

.5 The Architect/Engineer/Consultant shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders and shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

.6 The Architect/Engineer/Consultant shall furnish copies of the Construction Documents as follows with the number of sets to be established as per each Work Authorization, subject to limitations hereinafter set forth:

- (a) For Bidding Documents: Provide the number of sets as indicated on the Work Authorization to insure distribution among prime contractors and subcontractors in accordance with the advertisement for bids. The Architect/Engineer/Consultant acknowledges that prior to State Buildings Programs authorizing the Bidding Documents to be released for bidding, a Letter of Compliance must be obtained from the State's Code Review Agent verifying that the Bidding Documents are in compliance with the applicable codes as adopted by State Buildings Programs as indicated in **Exhibit C**.
- (b) For Contract Documents: The Agency/Institution will require up to the number of sets indicated on the Work Authorization. The Contract Documents bearing the seal and the signature of the Architect/Engineer/Consultant and the appropriate responsible professional engineering consultants, are to be signed by the Contractor and the Agency/Institution at the Contractor's contract signing conference. Prior to delivering the required number of Contract Documents to the Agency/Institution for the Contractor's contract signing conference, the Architect/Engineer/Consultant is to provide the Agency/Institution with a letter certifying that all addenda, value engineering recommendations and any other changes to the Bidding Documents (not incorporated in the State's Code Review Agent's review and issuance of the Letter of Compliance) are in compliance with the State's Approved Codes, **Exhibit C**, in the professional opinion of the Architect/Engineer/Consultant or, have been

reviewed by the State's Code Review Agent and have been found to be in compliance by the State's Code Review Agent .

- (c) For Construction: Each prime contractor shall be furnished with the number of sets or partial sets of the Contract Documents indicated on the Work Authorization to insure prompt prosecution of the work.
- (d) The number of sets of complete sets of drawings and specifications indicated on the Work Authorization shall be the maximum required to be furnished by the Architect/Engineer/Consultant. The Agency/Institution will pay for all other sets of documents or partial sets of documents required at the cost of reproduction.

F. CONTRACT ADMINISTRATION PHASE

.1 The Architect/Engineer/Consultant shall become familiar with the terms and conditions of the latest edition of the State's General Conditions of the Contract for construction and shall administer the Contract for construction in accordance with such terms and conditions.

.2 The Architect/Engineer/Consultant, its structural, mechanical and electrical engineers will visit the site at intervals appropriate to the stage of construction, or as may be otherwise agreed by the Agency/Institution 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/Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Architect/Engineer/Consultant shall keep the Agency/Institution informed of the progress and quality of the Work, and shall endeavor to guard the Agency/Institution against defects and deficiencies in the Work.

.3 The Architect/Engineer/Consultant shall attend construction progress meetings to monitor the construction and perform the duties required by this Article 3. If, through no fault of the Architect/Engineer/Consultant, 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/Consultant's compensation for the Construction Administration Phase shall be adjusted as an Additional Service for the cost to the Architect/Engineer/Consultant of such trips, and paid in accordance with Article 1.2.

.4 The Architect/Engineer/Consultant shall review and approve or take other appropriate action upon Contractor'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/Consultant shall review Contractor requests for information and other submittal schedules and shall agree to reasonable times for initial reviews. The Architect/Engineer/Consultant's action shall be taken in conformity with approved submittal schedules and with such reasonable promptness as to cause no delay in the Work or in the construction by separate contractors of the Agency/Institution, while allowing sufficient time in the Architect/Engineer/Consultant'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 Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect/Engineer/Consultant'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/Consultant 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. In addition, the Architect/Engineer/Consultant shall review, and if applicable comment on, the Contractor's construction schedule for conformity with the requirements of the Contract Documents.

.5 All changes in the work shall be documented on Change Order/Amendment State forms SC-6.31 and SC-6.0, supplied by the Agency/Institution, and the Architect/Engineer/Consultant shall keep a current record of all variations or departures from the Contract Documents as originally approved.

.6 The Architect/Engineer/Consultant shall prepare all Change Orders/Amendments for the Agency/Institution and recommend for approval/disapproval in accordance with the Contract Documents, the Contract Sum, the Contract Time and Code Compliance. If necessary the Architect/Engineer/Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified. The Architect/Engineer/Consultant 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 Agency/Institution, Contractor or separate contractors of the Agency/Institution, while allowing sufficient time in the Architect/Engineer/Consultant's professional judgment to permit adequate review.

.7 Every Change Order/Amendment must be approved in writing by the Agency/Institution and the Architect/Engineer/Consultant, except that the approval of the Agency/Institution shall not be required in a critical situation involving safety or health. Every Change Order/Amendment must also be approved and signed by State Buildings Programs and then validated by the State Controller's signature prior to commencement of the change in the Work.

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

.9 Unless otherwise agreed, the Architect/Engineer/Consultant or an appropriate consultant shall observe for contract compliance the following, as a minimum, if applicable:

- (a)** Bearing surfaces of excavations before concrete is placed;
- (b)** Reinforcing steel after installation and before concrete is placed;

- (c) Structural concrete;
- (d) Laboratory reports on all concrete;
- (e) Structural steel during and after erection and prior to its being covered or enclosed;
- (f) Steel welding;
- (g) Mechanical and plumbing work following its installation and prior to its being covered or enclosed;
- (h) Electrical work following its installation and prior to its being covered or enclosed.

.10 The observation contemplated in this article does not include the responsibility to conduct testing, quantity surveys or field dimensions, but it 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. The Architect/Engineer/Consultant may rely upon the test reports provided by the Agency/Institution.

.11 The Architect/Engineer/Consultant shall exercise due diligence to safeguard the State of Colorado against defects, deficiencies, noncompliance with the Contract Documents, and/or unsatisfactory workmanship. If, in the opinion of the Architect/Engineer/Consultant, the work is not being carried out in a sound, efficient and skillful manner, the Architect/Engineer/Consultant shall promptly notify the Agency/Institution in writing setting forth the reasons.

.12 The Architect/Engineer/Consultant shall keep accurate accounts 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.

.13 If at any time the Architect/Engineer/Consultant 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 Agency/Institution and State Buildings Programs may review and approve the qualifications of all persons in writing, other than the Architect/Engineer/Consultant, performing the functions of the Architect/Engineer/Consultant in respect to the services required by this agreement.

.14 The Architect/Engineer/Consultant shall review and approve the contractor's itemized schedule of values, subject to final approval by the Agency/Institution, and see to the proper issuance of State form SC-7.2, used as a Certificate and Contractor's Application for Payment. The Architect/Engineer/Consultant will, within five (5) working days after the receipt of each Contractor's Project Application for Payment, review the Contractor's Project Application for Payment and either execute a Certificate and Application for Payment (State form SC-7.2) to the Agency/Institution for such amounts as the Architect/Engineer/Consultant determines are properly due, or notify the Agency/Institution and the Contractor in writing of the reasons for withholding a Certificate. If the Architect/Engineer/Consultant certifies an amount different from the amount requested or otherwise alters the Contractor's application for payment, a copy shall be forwarded to the Contractor.

If the Architect/Engineer/Consultant is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer/Consultant shall advise the Contractor of the deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer/

Consultant may either certify the remaining amounts properly supported to which the Contractor is entitled, or return the application for payment to the Contractor for revision with a written explanation as to why it could not be certified.

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

.16 The Architect/Engineer/Consultant shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor and all subcontractors. All decisions involving interpretations of the Contract Documents by the Architect/Engineer/Consultant, and all decisions in matters relating to the execution and progress of the Work, shall be made within a reasonable time and shall be consistent with the intent of, and reasonably inferable from the Contract Documents. All interpretations shall be in writing or in graphic form and the Architect/Engineer/Consultant shall send a copy of all interpretations to the Agency/Institution. The Architect/Engineer/Consultant shall exercise due diligence to be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

.17 The Architect/Engineer/Consultant shall make judgments regarding whether directed work is extra or outside the scope of Work required by the Contract Documents at the time any direction or interpretation is first given. The Architect/Engineer/Consultant shall endeavor to respond to any written request by the Contractor for a judgment regarding whether any directed work is included within the performance required by the Contract Documents within three (3) business days of receipt of such request.

.18 If the Contractor gives Notice of any claim regarding the interpretation, decision, judgment or direction of the Architect/Engineer/Consultant, or otherwise, the Architect/Engineer/Consultant shall provide to the Agency/Institution on request such available information as may assist the Agency/Institution in evaluating the claim. In the event either the Agency/Institution or the Contractor elect to require the other party to participate in facilitated negotiations, the Architect/Engineer/Consultant shall assist the Agency/Institution as required and shall participate in such negotiations to the extent requested by either the facilitator or the Agency/Institution. Unless it is the written decision of the facilitator (which includes the basis for the decision), that the decision or judgment of the Architect/Engineer/Consultant was wholly incorrect, the Architect/Engineer/Consultant shall be reimbursed for such assistance or participation as an Additional Service in accordance with Article 1.2.

.19 The Architect/Engineer/Consultant shall have the authority to reject constructed work which does not conform to the Contract Documents, and whenever, in the Architect/Engineer/Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect/Engineer/Consultant 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 is then fabricated, installed or completed, provided, however, that the Architect/Engineer/Consultant shall take such action only after consultation with the Agency/Institution. However, the Architect/Engineer/Consultant's authority to act under the Contract Documents and any decision made by the Architect/Engineer/Consultant 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/Consultant to the Contractor, any subcontractor of any tier, any of their agents or employees, or any other person performing any of the construction.

.20 When the Work is substantially complete in the opinion of the Contractor, the Contractor, under Article 41(A) of the General Conditions, is required to file a written Notice with the Architect/Engineer/Consultant with an attached preliminary punch-list of remaining items to be completed or corrected. The Architect/Engineer/Consultant shall thereafter notify State Buildings Programs and the Agency/Institution, that the work, in the opinion of the Contractor, is substantially complete under the terms of the Contract. This Notice shall receive prompt action by the notified parties.

.21 When the Architect/Engineer/Consultant determines after review of the Contractor'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 in accordance with Article 41(A) of the General Conditions of the Contract, the Architect/Engineer/Consultant with the Agency/Institution and the Contractor shall, within ten (10) days of receipt of the Contractor'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/Consultant in concert with the Agency/Institution and Contractor in sufficient detail to fully outline to the Contractor:

- (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.

.22 If the Architect/Engineer/Consultant determines, after consultation with the Agency/Institution, that the Work or a portion of the Work, is substantially complete in accordance with the criteria outlined in Article 41 of the General Conditions of the Contract for Construction, then the Architect/Engineer/Consultant shall prepare the Notice of Substantial Completion, State form SBP-07 (including the Approval of Beneficial Occupancy, State form SBREP-01) which the Architect/Engineer/Consultant shall transmit in writing to the Contractor and the Agency/Institution for signature. The required number of copies of the punch list must be countersigned by the Contractor and the Agency/Institution and will then be transmitted by the Architect/Engineer/Consultant to the Contractor, the Agency/Institution, and State Buildings Programs. The Contractor 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/Consultant and State Buildings Programs.

.23 The Agency/Institution may require the Architect/Engineer/Consultant to make a reasonable number of additional inspections to confirm the completion of the punch list by the Contractor.

.24 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 Contractor'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 Agency/Institution and the Contractor 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 Agency/Institution and the Contractor 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/Consultant's final punch list and Contractor'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.

.25 The Contractor shall forward the completed close-out documents to the Architect/Engineer/Consultant for signature. Upon receipt from the Contractor of written notice that the Architect/Engineer/Consultant's final punch list is sufficiently complete to allow completion and approval of the Closing Out Checklist/Final Occupancy Permit, the Architect/Engineer/Consultant shall make a final inspection of work remaining on the final punch list and prepare the Contract Close Out punch list, State form SBP-06, containing no more than ten items of work to be completed or repaired and the Closing Out Checklist/Final Occupancy Permit, State form SBP-05. The Architect/Engineer/Consultant 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 Agency/Institution a letter (including the signed close-out documents) stating that to the best of the Architect/Engineer/Consultant'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.

.26 Upon receipt from the Architect/Engineer/Consultant of the letter recommending issuance of a Notice of Final Acceptance or a Notice of Partial Final Acceptance, the Agency/Institution shall sign the Notice of Acceptance, State form SC-6.27, and forward to the Contractor 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.

.27 The Architect/Engineer/Consultant shall receive and forward to the Agency/Institution for review, written warranties and related close-out documents assembled by the Contractor and reviewed and approved by the Architect/Engineer/Consultant 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 Contractor's Final Application for Payment and forward the same to the Agency/Institution.

.28 The Architect/Engineer/Consultant, the Agency/Institution and the Contractor shall make one complete inspection of the work after the work has been accepted. 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 Agency/Institution shall schedule and so notify all parties concerned, including State Buildings Programs, of this inspection.

.29 Written lists of defects and deficiencies and reports of these observations shall be made by the Architect/Engineer/Consultant and forwarded to the Contractor, and all of the other participants within ten (10) days after the completion of each observation. The Contractor is obligated in its agreement with the Agency/Institution 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/Consultant and the Agency/Institution. The Architect/Engineer/Consultant shall follow through on all list items and notify the Agency/Institution when such have been completed.

G. POST CONSTRUCTION PHASE Not Used

ARTICLE 4. TIME

4.1 DESIGN SERVICES SCHEDULE

4.1.1 The Architect/Engineer/Consultant will complete the phases of project development in accordance with the Architect/Engineer/Consultant's Design Services Schedule included within the proposal letter attached to the Work Authorization. The Architect/Engineer/Consultant shall submit for the Agency/Institution's approval this schedule for the performance of the Architect/Engineer/Consultant's services which may be adjusted as required, and which shall include allowances for the periods of time required for the Agency/Institution review and approval of submissions and for approvals of the authorities having jurisdiction over the project. This schedule, when approved by the Agency/Institution, shall not, except for reasonable cause, be exceeded by the Architect/Engineer/Consultant.

4.2 TERM

4.2.1 Unless sooner terminated, the initial period for this Base Agreement and the awarding of work through Work Authorization shall be from State Controller approval until end of the next state of Colorado fiscal year. Each Work Authorization can extend past the life of the Base Agreement with all terms and conditions remaining in effect until the work is completed, unless sooner terminated as provided above. The State shall retain the option to renew the Base Agreement for a maximum of four one-year terms. The State may exercise the option by sending written notice to

the Contractor thirty (30) days prior to the expiration of the Base Agreement informing the Contractor of the State's intent to exercise the option to renew in a form substantially equivalent to Exhibit H. The hourly fees contained in **Exhibit B**, Wage Rates Schedule, shall be subject to re-negotiation prior to renewal of the Base Agreement.

ARTICLE 5. THE AGENCY/INSTITUTION'S RESPONSIBILITIES

5.1 THE RESPONSIBILITIES

5.1.1 The Agency/Institution shall (for each executed Work Authorization):

- (a)** Provide full information as to his requirements for the Project through the State Buildings Programs Delegate. If a State Buildings Programs Delegate has not been authorized, then the Agency/Institution will work with State Buildings Programs to designate an individual to act on behalf of the Agency/Institution as per (b), (c), (d), (e) and (f) as listed below:
- (b)** Designate a representative authorized to act in his/her behalf as indicated in paragraph 11.12. The representative shall examine documents submitted by the Architect/Engineer/Consultant and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer/Consultant's work. The representative shall observe the procedure of issuing orders to contractors only through the Architect/Engineer/Consultant.
- (c)** Establish the Fixed Limit of Construction Cost.
- (d)** If applicable, furnish the Architect/Engineer/Consultant a certified survey of the site, giving, as required, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations, dimension and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines both public and private; and test borings and pits necessary for determining subsoil conditions.
- (e)** If applicable, secure and pay for structural, chemical, mechanical, soil mechanics or other tests and reports if required.
- (f)** Arrange and pay for such legal, audit and insurance counseling services as may be required for the Project.

5.1.2 If the representative observes or otherwise becomes aware of any defect in the Project, he shall give prompt written notice thereof to the Architect/Engineer/Consultant.

ARTICLE 6. PROJECT CONSTRUCTION COST

6.1 BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

6.1.1 A Fixed Limit of Construction Cost for the Project whose scope is defined by an executed Work Authorization shall be established by the Agency/Institution incorporating the portion of the Project Budget for all construction of all elements of the Project designed or specified by the Architect/Engineer/Consultant. The Architect/Engineer/Consultant shall evaluate the Project Budget and the Fixed Limit of Construction Cost as it pertains to construction of all elements of the Project designed or specified by the Architect/Engineer/Consultant.

6.2 COST OF THE WORK

6.2.1 The Architect/Engineer/Consultant's estimate of Probable Construction Cost means the cost of the work to the Agency/Institution, but such cost shall not include any Architect/Engineer/Consultant's or special consultant's fees incurred by the Agency/Institution or equipment installed by the Agency/Institution under separate contract unless the Architect/Engineer/Consultant is required by the Agency/Institution to prepare drawings and specifications, and observe the installation of such equipment.

6.3 OWNER FURNISHED MATERIAL

6.3.1 When labor or material is furnished by the Agency/Institution below its market cost, the cost of the work shall be computed upon the market cost as to such labor or materials furnished by the Agency/Institution.

6.4 FIXED LIMIT OF CONSTRUCTION COST EXCEEDED

6.4.1 It is recognized that neither the Architect/Engineer/Consultant nor the Agency/Institution 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/Consultant 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 Base Agreement or Work Authorization shall otherwise relieve the Architect/Engineer/Consultant from the responsibility of providing the services required to keep the Project within the Fixed Limit of Construction Cost for the Project.

6.4.2 If the Fixed Limit of Construction Cost for the Project, as established by the Agency/Institution, is exceeded or projected to be exceeded by:

- (a)** The lowest figures from responsible proposals, if any, and the Architect/Engineer/Consultant's final estimate of Probable Construction Cost, then the Agency/Institution may, in its sole discretion, do one of the following:
 - .1** Revise the Project scope and quality as required to reduce the construction cost;
 - .2** Give written approval for the increase in the Fixed Limit of Construction Cost for the Project;
 - .3** Authorize rebidding of the Project or portions of the Project within a reasonable time;
 - .4** Abandon the Project, terminating this Agreement in accordance with Article 10; or

6.4.3 In the case of clause .1 above in the preceding paragraph, the Architect/Engineer/Consultant shall, at no additional cost to the state, modify the drawings and specifications 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 in writing by the Agency/Institution; or (2) the projected cost overrun occurs within the scope of an estimate of Probable Construction Cost furnished by the

Architect/Engineer/Consultant, together with the reasons and details, prior to the Agency/Institution releasing the Construction Documents for bid.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

7.1 INSTRUMENTS OF SERVICE

7.1.1 Drawings, specifications and other documents, include those in electronic form, prepared by the Architect/Engineer/Consultant and the Architect/Engineer/Consultant's consultants are Instruments of Service for use solely with respect to the Project as defined in the Work Authorization. The Architect/Engineer/Consultant and the Architect/Engineer/Consultant'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 Base Agreement and Work Authorization the Architect/Engineer/Consultant hereby grants to the State a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the State, the Architect/Engineer/Consultant's Instruments of Service solely for purposes of constructing, using and maintaining the Project or for future alterations, or additions to the Project. The Architect/Engineer/Consultant shall obtain similar nonexclusive licenses from the Architect/Engineer/Consultant's consultants consistent with this Agreement. If, and upon the date the Architect/Engineer/Consultant is adjudged in default of this Base Agreement and Work Authorization, 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 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/Consultant and the Architect/Engineer/Consultant'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/Consultant's breach of this Base Agreement and Work Authorization, nothing in this Article shall be deemed to relieve the Architect/Engineer/Consultant 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/Consultant and its consultants shall, upon completion of the Construction Phase, receive redline As-Built Drawings from the Contractor. 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/Consultant's Supplementary Instructions shall be incorporated by the Architect/Engineer/Consultant and its consultants into a Record Drawings document provided to the Agency/Institution in the form of an electro-media format and a reproducible format as agreed between the parties. The Architect/Engineer/Consultant shall also provide the Agency/Institution with the As-Built Drawings received from the Contractor.

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/Consultant will require all insurance policies (except errors and omissions professional liability insurance) in any way related to this Base Agreement and any Work Authorization and secured and maintained by the Architect/Engineer/Consultant 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.

8.2. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

8.2.1 The Architect/Engineer/Consultant promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amount of \$250,000 as minimum coverage or such other minimum coverage as determined by the Agency/Institution and approved by the State Buildings Programs. The policy, including claims made forms, shall remain in effect for the duration of the Work Authorization and for at least three years beyond the completion and acceptance of the Work. The 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 Professional 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 the Architect/Engineer/Consultant, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/Engineer/Consultant. The Architect/Engineer/Consultant shall submit a Certificate of Insurance verifying said coverage at the signing of the Work Authorization and also any notices of Renewals of the said policy as they occur.

ARTICLE 9. TERMINATION OR SUSPENSION OF AGREEMENT

9.1 DEFAULT

9.1.1 This Base Agreement may be terminated by either the State or the Architect/Engineer/Consultant upon seven (7) days written notice with copies filed with 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.

9.1.2 The Work Authorization may be terminated by either the Agency/Institution or the Architect/Engineer/Consultant upon seven (7) days written notice with copies filed with 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.

9.2 TERMINATION FOR CONVENIENCE OF STATE

9.2.1 The performance of the services under this Base Agreement may be terminated, in whole or from time to time in part, whenever for any reason the State shall determine that such termination is in the best interest of the State.

9.2.2 The performance of the services under the Work Authorization may be terminated in whole or from time to time in part, whenever for any reason the Agency/Institution 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/Consultant of a Notice of Termination specifying the extent to which performance of services under this Base Agreement or Work Authorization is terminated and the date upon which such termination becomes effective.

9.2.3 After receipt of the Work Authorization Notice of Termination, the Architect/Engineer/Consultant 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/Consultant agrees to:

.1 Settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Agency/Institution, to the extent the Agency/Institution may require, which approval or ratification shall be final for all purposes of this clause, and

.2 Assign to the State, in a like manner, at the time, and to the extent directed by the Agency/Institution, all of the rights, title, and interest of the Architect/Engineer/Consultant under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

9.2.4 The Architect/Engineer/Consultant shall submit its termination claim to the Agency/Institution promptly after receipt of a Work Authorization 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 Agency/Institution upon written request by the Architect/Engineer/Consultant within such one (1) year period or authorized extension thereof. Upon failure of the Architect/Engineer/Consultant to submit its termination claim within the time allowed, the Agency/Institution may determine, on the basis of information available to him, the amount, if any, due to the Architect/Engineer/Consultant by reason of the termination and shall thereupon pay to the Architect/Engineer/Consultant the amount so determined.

9.2.5 Cost claimed, agreed to, or determined pursuant to paragraph 9.2.3 above and paragraph 9.2.5 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 the executed Work Authorization.

9.2.6 Subject to the provisions of paragraph 9.2.3 above, the Architect/Engineer/Consultant and the Agency/Institution may agree upon the whole or any part of the amount or amounts to be paid to the Architect/Engineer/Consultant by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Architect/Engineer/Consultant 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/Consultant shall be paid the agreed amount.

9.2.7 The Agency/Institution under mutually agreed upon terms and conditions, will make partial payments to the Architect/Engineer/Consultant against costs incurred by the Architect/Engineer/ Consultant in connection with the termination portion of this Base Agreement.

9.2.8 The Architect/Engineer/Consultant agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Agency/Institution, 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.

9.3 SUSPENSION

9.3.1 The performance of the services under this Base Agreement may be suspended, in whole or from time to time in part, whenever for any reason the State shall determine that such suspension is in the best interest of the State.

9.3.2 The performance of the services under the Work Authorization may be suspended in whole or from time to time in part whenever for any reason the Agency/Institution shall determine that such suspension is in the best interest of the State.

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

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

ARTICLE 10. SPECIAL PROVISIONS

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

10.2 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.

10.3 INDEMNIFICATION

Contractor 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 fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract

10.4 INDEPENDENT CONTRACTOR 4 CCR 801-2

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 or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

10.5 NON-DISCRIMINATION

Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

10.6 CHOICE OF LAW

The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

10.7 VENDOR OFFSET SYSTEM CRS 24-30-202(1) & CRS 24-30-202.4

[Not Applicable to Intergovernmental Agreements] The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system 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 certified by the State Controller as owing to the State as a result of final agency determination or judicial action.

10.8 SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER D 002 00

No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has 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 paragraph, the State may exercise any remedy available at law or 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.

10.9 EMPLOYEE FINANCIAL INTEREST CRS 24-18-201 & CRS 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.

10.10 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 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

10.11 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 11. MISCELLANEOUS PROVISIONS

11.1 PROFESSIONAL ASSOCIATION PERMITTED

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

11.2 DISSOLUTION OF PROFESSIONAL ASSOCIATION

11.2.1 In the event there is dissolution of the association, other than by death of a member, the State of Colorado, acting by and through the Agency/Institution, 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

11.3.1 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/Consultant, which shall prevent his performance of this Agreement after the same shall have been commenced by him, such Architect/Engineer/Consultant, 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/Consultant under this Base Agreement and Work Authorization. In such event all drawings, specifications and models theretofore prepared by the Architect/Engineer/Consultant 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 SUCCESSORS AND ASSIGNS

11.4.1 The Architect/Engineer/Consultant agrees not to assign rights or delegate duties under this Agreement (or subcontract any part of the performance required under the Agreement) without express, written consent of the Agency/Institution (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 Agency/Institution. Such assignment shall not be deemed valid until receipt by the Agency/Institution - and the Architect/Engineer/Consultant assumes the risk that such written notice of assignment is received by the Agency/Institution.

11.5 WAGE RATES

11.5.1 In accordance with Section 24-30-1404 (1), C.R.S. as amended, the Architect/Engineer/Consultant has executed a schedule, which is attached to the Base Agreement and made a part thereto by reference as **Exhibit B**, Wage Rates 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.

11.5.2 The original contract price based on an executed Work Authorization and any additions thereto shall be adjusted to exclude any significant sums by which the Agency/Institution determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the Work Authorization.

11.6 BENEFITS ACCRUING TO OTHERS

11.6.1 Benefits accruing to other State Employees or Officers:

- (a)** No benefits, payments or considerations received by Architect/Engineer/Consultant for the performance of services associated and pertinent to this Base 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 18-8-401, C.R.S. as amended, (Abuse of Public Office), and that no violation of such provisions is present.

11.7 CONTINGENT FEE PROHIBITION

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

11.7.2 For breach or violation of this warranty, the State shall have the right to terminate this Base Agreement and or the Agency/Institution shall have the right to terminate the Work Authorization 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.

11.8 STATUTORY DESIGN REQUIREMENTS

11.8.1 Agency/Institution and Architect/Engineer/Consultant understand and agree they are familiar with the provisions of Colorado Revised Statutes, as amended, Sections 24-82-601 to 602 C.R.S., Sections 24-30-1304 to 1305, C.R.S. and Sections 9-5-101 to 112, C.R.S., 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:

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.

Headnote (4) - Operating and maintenance costs shall be a major consideration in the design and construction of any project involving renovation.

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.

11.9 COPYRIGHT/PATENT VIOLATION LIABILITY

11.9.1 The Architect/Engineer/Consultant shall pay all license fees for the use of any copyright and shall be responsible for and hold the State of Colorado harmless from and against all losses from copyright infringement contained in the Contract Documents or in the product resulting from the Architect/Engineer/Consultant's instruments of service, in accordance with paragraph 10.3, Indemnification. The Architect/Engineer/Consultant shall also be responsible for and hold the State of Colorado harmless from and against all losses from patent infringement based on specified processes contained in the Contract Documents, in accordance with paragraph 10.3, Indemnification, unless the existence of patents on such processes are brought to the attention of the Agency/Institution and the Contractor. On request of the Agency/Institution the Architect/Engineer/Consultant shall defend against any such suits or claims of copyright or patent infringement.

11.10 EXTENT OF AGREEMENT

11.10.1 This Base Agreement represents the entire and integrated agreement between the State and the Architect/Engineer/Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the State, the Architect/Engineer/Consultant, the Director of State Buildings Programs or delegate, the Attorney General or delegate and the State Controller or delegate.

11.10.2 The State and Architect/Engineer/Consultant understand and agree the attachments and exhibits of this Base Agreement 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 Base Agreement shall supersede, govern and control.

11.11 PUBLIC ART LAW

11.11.1 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/Consultant 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.

11.12 DESIGNATED REPRESENTATIVES

11.12.1 The Agency/Institution and the Architect/Engineer/Consultant will authorize individuals to act on their behalf as Designated Representatives and points of contact as described in paragraphs 3.1.4 and 5.1.1(b).

11.13 CONSTRUCTION OF LANGUAGE

11.13.1 The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 1.5, Intent of Documents.

11.14 SEVERABILITY

11.14.1 If any covenant, term, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and the resulting provisions of this Agreement shall remain in full force and effect, and such invalidity or other failure shall not affect the validity of any other covenant, term or provision hereof. Provided the same does not work a substantial injustice, this Agreement shall be construed as if such invalid portion had not been inserted.

11.15 SECTION HEADINGS

11.15.1 The section or paragraph headings contained within this Agreement are inserted for convenience only and shall not be construed to vary or add to the meaning of this Agreement

11.16 AUTHORITY

11.16.1 Each person executing the Agreement and its Exhibits in a representative capacity expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and has authority to bind said party to the terms and conditions hereof.

11.17 VENUE

11.17.1 The parties agree that exclusive venue for any action related to performance of this Agreement shall be the District Court of the City and County of Denver, State of Colorado.

11.18 NO THIRD PARTY BENEFICIARIES

11.18.1 Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties to the Agreement. Nothing contained in any instrument of service prepared by the Architect/Engineer/Consultant shall give or allow any claim or right of action whatsoever by any other person or entity as beneficiary; all such non-parties shall be deemed incidental beneficiaries only.

11.19 WAIVER

11.19.1 The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, of the same term upon subsequent breach.

11.20 WORK PRIOR TO EXECUTION OF CONTRACT

11.20.1 Work or services performed, or expenses incurred prior to the execution of this Base Agreement and Work Authorization (State Controller approval) or any subsequent Supplement or

Amendment, without the prior written consent of the Agency/Institution, SHALL NOT be reimbursable under the terms and conditions of this contract. This is in accordance with the provisions of Section 24-30-202(3) C.R.S as amended.

**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT A

**WORK AUTHORIZATION (Form SC-5.1A-WA)
(specimen)**



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

**WORK AUTHORIZATION
ARCHITECT/ENGINEER/CONSULTANT SERVICES**

Project Title: _____
Project Number: _____ Work Authorization Routing Number: _____ (insert number from the CLIN table printscreen).

THIS AGREEMENT made this ____ day of _____ in the year _____ between the STATE OF COLORADO, acting by and through _____ (Agency/Institution) and _____, hereinafter called the Architect/Engineer/ Consultant.

WHEREAS, the Agency/Institution intends to supplement the Base Agreement, dated _____ and identified as Base Agreement Routing Number _____ with professional services as identified below.

WHEREAS, EITHER RECITAL

1. The Agency/Institution has been authorized to expend a total sum of \$_____ for professional fees and reimbursable expenses for a scope of work which does not result in construction, OR
2. The Agency/Institution has been authorized to expend a total sum of \$_____ for professional fees, reimbursable expenses, construction/improvements, and project contingencies. Total construction costs, excluding construction contingency, shall not exceed \$_____.

Additional services may be requested or assigned in writing by the Agency/Institution. The terms, conditions, roles, and responsibilities as defined in the Base Agreement shall govern the work to be performed. The fees for the following services have been negotiated in accordance with Section 24-31-1401 C.R.S. and shall not exceed:

COMPENSATION

Conceptual Design, Report, or Analysis (Recital #1)	\$ _____
Schematic Design/Design Development Phase (Recital #2)	\$ _____
Construction Documents (Recital #2)	\$ _____
Bidding Phase (Recital #2)	\$ _____
Construction Administration Phase (Recital #2)	\$ _____
Reimbursable Expenses (Recital #1 or #2) including ____ Bidding Documents ____ Contract Documents ____ Construction Documents = ____ Maximum Sets	\$ _____ <input type="checkbox"/> Not to Exceed
TOTAL FEES	\$ _____

This form must be accompanied by **Exhibit A** Architect/Engineer/Consultant Proposal with **Exhibit A-1** Design Services Schedule dated _____ consisting of _____ pages and **Exhibit A-2** Certificates of Commercial General Liability Insurance and Professional Errors and Omissions Liability Insurance, **Exhibit B** Wage Rates Schedule submitted with Base Agreement (wage rates page was returned to firm with stamp indicating wage rates were approved for fiscal year and signed by an employee of State

Buildings) or the most recent SBP approved renewal, and **Exhibit C** Minority and Women Business Enterprise Participation Report (State form MWBE-1).

This Base Agreement/Work Authorization shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

THE ARCHITECT/ENGINEER/CONSULTANT

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: _____

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: _____

**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT B

**WAGE RATES SCHEDULE
(attached)**

**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT C

APPROVED STATE BUILDING 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

A. **Appendices**

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

1. Mandatory
 - IBC Appendix Chapter C - Agricultural Buildings
 - IBC Appendix Chapter I - Patio Covers
2. 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.

B. Amendments

None

C. 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)

D. 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.

**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT D

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-17) 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-17) 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.

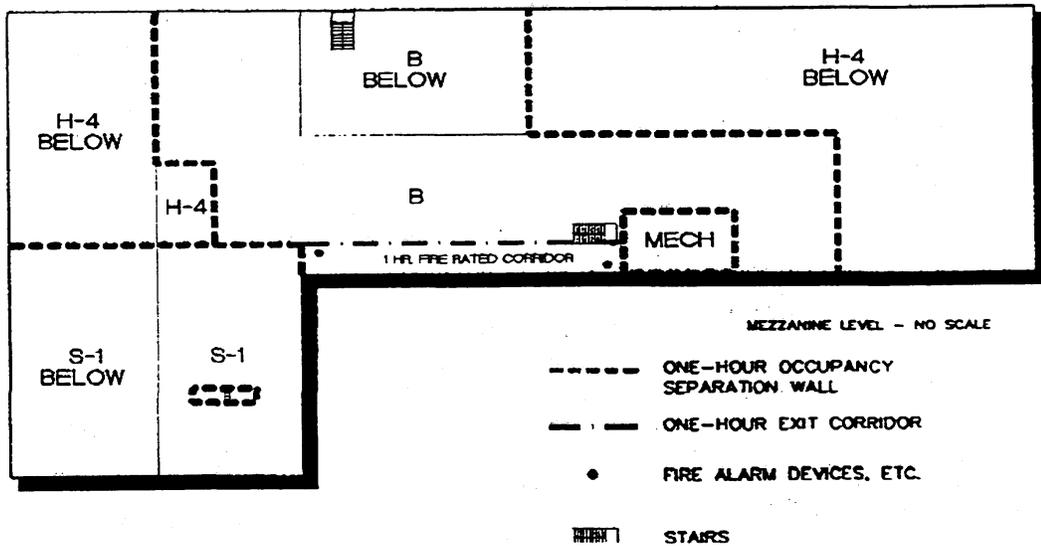
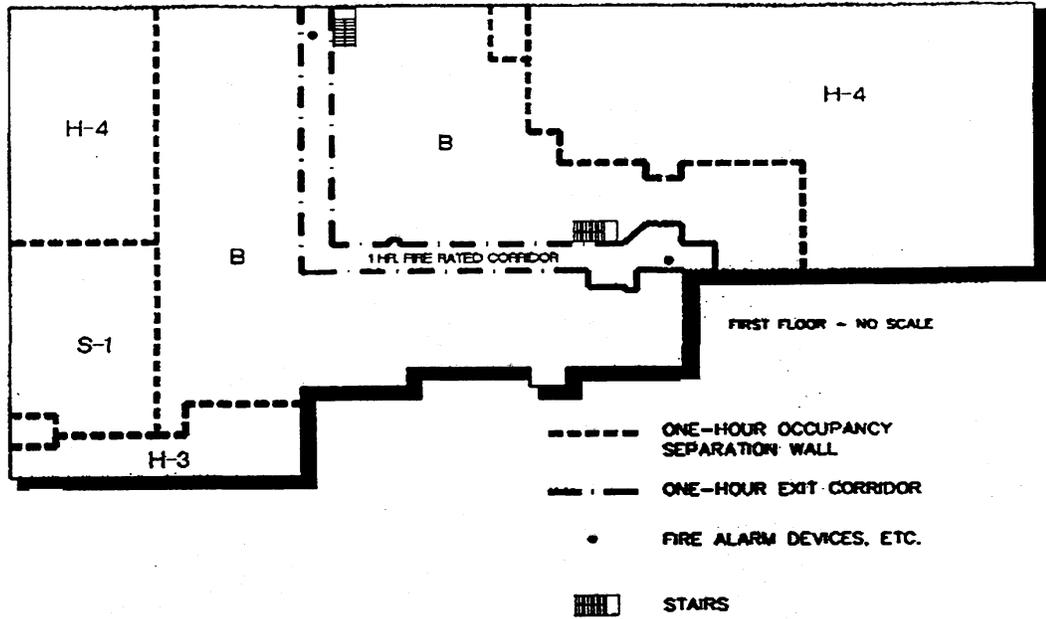
□ L. **Structural Notes**

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)



**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT E

**MINORITY AND WOMEN BUSINESS ENTERPRISES
SELF-CERTIFICATION M/WBE-2**

Name of Firm: _____

In an effort to track levels of participation by women and minorities in construction for the State of Colorado, the following information is requested but optional. Please indicate the appropriate category of ownership for your company. "Owned" in the context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management.

- Female-Owned
- Male-Owned

- African American
- Hispanic American
- Asian/Pacific American
- Native American
- White (non-Hispanic)
- Other: _____

Architect/Engineer/Consultant

Authorized Representative

**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT F

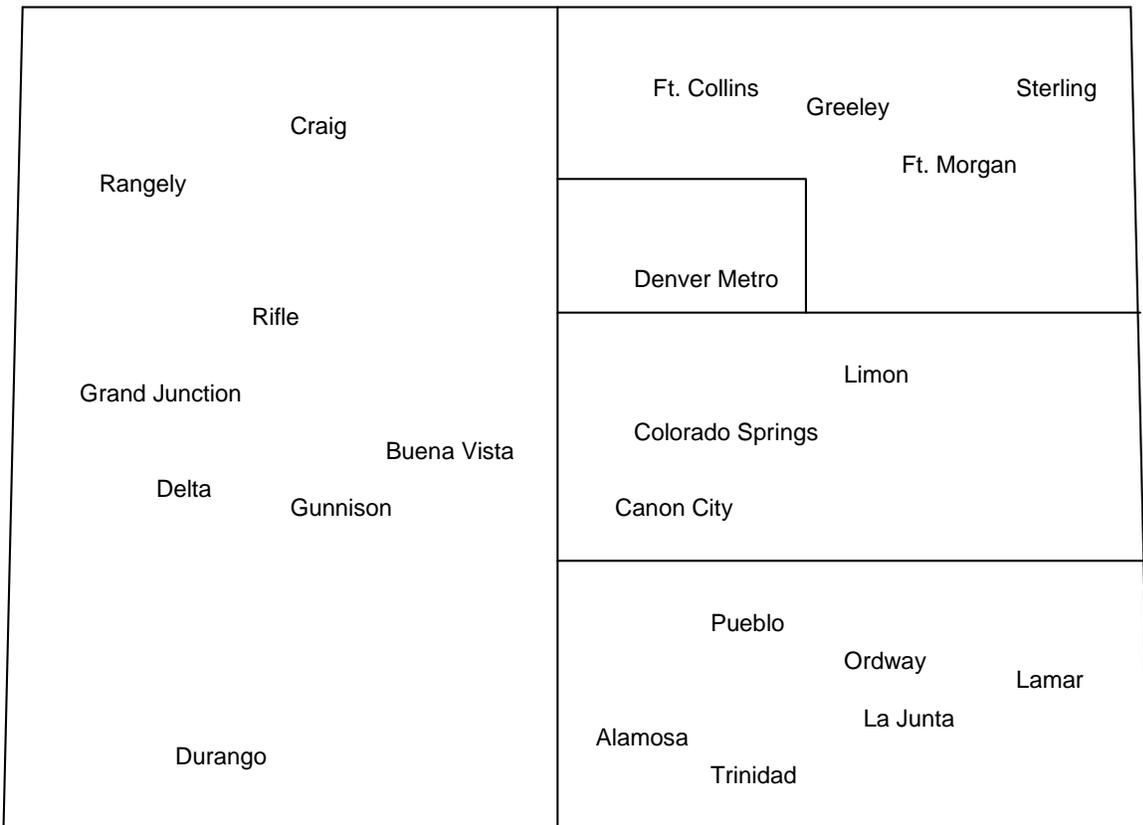
LIST OF PARTICIPATING AGENCIES BY REGION

LIST OF PARTICIPATING AGENCIES AND INSTITUTIONS BY REGION

	CITY / FACILITY	REPRESENTING		
<u>REGION #1 : WEST</u>	Buena Vista Department of Corrections (DOC)	DOC		
	Craig Colorado Northwestern Community College (CNCC)	CCCS		
	Delta Department of Corrections (DOC)	DOC		
	Durango Fort Lewis College (FLC)	FLC		
	Grand Junction Mesa State College (MSC) Office of Youth Corrections (OYC) Grand Junction Regional Center (GJRC)	MSC DHS DHS		
	Gunnison Western State College (WSC)	WSC		
	Palisade Department of Agriculture (DOAg)	DOAg		
	Rangely Colorado Northwestern Community College(CNCC)	CCCS		
	Rifle Department of Corrections (DOC)	DOC		
	Various Sites Department of Public Health & Environment (DOPHE) Department of Military & Veterans Affairs (DMVA) Department of Natural Resources (DNR) Colorado Department of Transportation (CDOT) Colorado Historical Society (CHS) Department of Human Services (DHS) Department of Personnel & Administration (DPA)	DOPHE DMVA DNR CDOT CHS DHS DPA		
	<u>REGION #2 : NORTH EAST</u>	Fort Collins Colorado State University (CSU)	CSU	
		Fort Morgan Morgan Community College (MCC)	CCCS	
		Greeley University of Northern Colorado (UNC) Office of Youth Corrections (OYC)	UNC DHS	
		Sterling Northeastern Junior College (NJC) Department of Corrections (DOC)	CCCS DOC	
		Various Sites Department of Military & Veterans Affairs (DMVA) Department of Natural Resources (DNR) Colorado Department of Transportation (CDOT) Colorado Historical Society (CHS) Department of Human Services (DHS) Department of Personnel & Administration (DPA)	DMVA DNR CDOT CHS DHS DPA	
		<u>REGION #3 : DENVER METRO</u>	Boulder University of Colorado at Boulder	UCB

Brighton		
	Office of Youth Corrections (OYC)	DHS
Denver Metro		CCCS
	Red Rocks Community College (RRCC)	CCCS
	Front Range Community College (FRCC)	CCCS
	Arapahoe Community College (ACC)	CCCS
	Colorado Community College System (CCCS)	CCCS
	Community College of Aurora (CCA)	CCCS
	Capitol Complex Facilities (CCF)	DPA
	Auraria Higher Education Center (AHEC)	AHEC
	University of Colorado Denver (UCD)	UCD
	Department of Military & Veterans Affairs (DMVA)	DMVA
	Department of Corrections (DOC)	DOC
	Colorado Mental Health Institute, Fort Logan (CMHIFL)	DHS
	Wheat Ridge Regional Center (WRRRC)	DHS
	Office of Youth Corrections (OYC)	DHS
	Colorado State Patrol (CSP)	DPS
	Judicial Department (JD)	JD
	Colorado Historical Society (CHS)	CHS
	Department of Agriculture (DOAg)	DOAg
Golden		
	Colorado School of Mines (CSM)	CSM
	Department of Corrections (DOC)	DOC
Various Sites		
	Department of Natural Resources (DNR)	DNR
	Colorado Department of Transportation (CDOT)	CDOT
	Department of Human Services (DHS)	DHS
	Department of Personnel & Administration (DPA)	DPA
<u>REGION #4 : SOUTH CENTRAL</u>		
Canon City		
	Department of Corrections (DOC)	DOC
Colorado Springs		
	University of Colorado at Colorado Springs (UCCS)	UCCS
	Pikes Peak Community College (PPCC)	CCCS
	Colorado School of the Deaf and Blind (CSDB)	CSDB
	Office of Youth Corrections (OYC)	DOC
Limon		
	Department of Corrections (DOC)	DOC
	Department of Natural Resources (DNR)	DNR
	Colorado Department of Transportation (CDOT)	CDOT
Various Sites		
	Department of Military & Veterans Affairs (DMVA)	DMVA
	Colorado Historical Society (CHS)	CHS
	Department of Human Services (DHS)	DHS
	Department of Personnel & Administration (DPA)	DPA
<u>REGION #5 : SOUTH EAST</u>		
Alamosa		
	Adams State College (ASC)	ASC
La Junta		
	Otero Junior College (OJC)	CCCS
Lamar		
	Lamar Community College (LCC)	CCCS
Monte Vista		
	Home Lake State Veterans Nursing Home (HLSVNH)	DHS
Ordway		
	Department of Corrections (DOC)	DOC
Pueblo		
	Colorado State Fair (CSF)	DOAg
	Colorado State University - Pueblo (CSU-P)	CSU-P

Pueblo Community College (PCC)	CCCS
Colorado Mental Health Institute at Pueblo (CMHIP)	DHS
Pueblo Regional Center (PRC)	DHS
Office of Youth Corrections (OYC)	DHS
Department of Corrections (DOC)	DOC
Trinidad	
Trinidad State Junior College (TSJC)	CCCS
Walsenberg	
Office of Youth Corrections (OYC)	DHS
Various Sites	
Department of Military & Veterans Affairs (DMVA)	DMVA
Department of Natural Resources (DNR)	DNR
Colorado Department of Transportation (CDOT)	CDOT
Colorado Historical Society (CHS)	CHS
Department of Human Services (DHS)	DHS
Department of Personnel & Administration (DPA)	DPA



**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT G

Option Letter
(Attached)

STATE OF COLORADO



Bill Ritter, Jr.
Governor

Rich Gonzales
Executive Director

Jennifer Okes
Deputy Executive Director

Larry Friedberg
State Architect

DPA

**Department of Personnel
& Administration**

Office of the State Architect
1313 Sherman St., Suite 319
Denver, Colorado 80203
Phone (303) 866-6141
Fax (303) 894-7478
www.colorado.gov/dpa/dfp/sbrep

OPTION LETTER

State Fiscal Year: _____ Option Letter No. _____

SUBJECT: Option To Renew As-Needed Base Agreement

In accordance with Article 4 of the Base Agreement with the effective date _____ between the State of Colorado, Department of Personnel & Administration, and _____ for the following professional services _____ in the selected region(s) _____ the state hereby exercises the option for an additional term of one year, **contract routing number** _____, incorporating by reference all the terms and conditions set forth in the As-Needed Base Agreement.

Performance of any Work Authorizations issued after July 1, 20__ shall be governed by the terms and conditions of the As-Needed Base Agreement referenced above.

Enclosed is one copy of your firm's submitted renewal information. Exhibit B, Wage Rates, has been stamped and approved for fiscal year _____. Please attach to all Work Authorizations (1) your firm's proposal with design services schedule, (2) certificates of insurance (commercial general liability and professional errors and omissions liability), (3) a copy of the stamped and approved wage rates for fiscal year _____, and (4) a Minority and Women Business Enterprise Participation Report (M/WBE-1).

Your firm's information will be posted on the State Buildings Programs web site on _____. To verify your firm's general information, the regions in which your firm was selected, and the services to be provided, please go to the State Buildings Programs web site at www.colorado.gov/dpa/dfp/sbrep. Follow the links to the As-Needed Services List of Selected Firms. Notify us if any changes should be made to your information.

If you have any questions, please feel free to call Dana Stansbury at 303-866-3158.

APPROVALS:

State of Colorado
State Architect, Office of the State Architect

Larry Friedberg, AIA

Date

**BASE AGREEMENT
AS-NEEDED ARCHITECT/ENGINEER/CONSULTANT SERVICES
(STATE FORM SC-5.1A)**

EXHIBIT H

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