

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



**ARCHITECT/ENGINEER AGREEMENT
DESIGN/BID/BUILD
(STATE FORM SC-5.1)**

CONTRACT ID NUMBER: CMS No. XXXXX

AGENCY IDENTIFICATION NUMBER: CAA

AGENCY CONTRACT No. C62XXXXX

PROJECT NUMBER: _____

PROJECT NAME: _____

FACILITY: X CORRECTIONAL FACILITY (XCF)

CONTRACTOR: _____

CONTRACT AMOUNT: _____

SOLICITATION NOTICE NUMBER: _____

ATTACHMENT 1
ARCHITECT/ENGINEER AGREEMENT TERMS AND CONDITIONS
DESIGN/BID/BUILD
(STATE FORM SC-5.1TC)

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STATE BUILDINGS PROGRAMS**

**ARCHITECT/ENGINEER AGREEMENT
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- A.** Architect/Engineer Proposal (Including Design Services Schedule and Certificates of Insurance)
- B.** Wage Rates Schedule
- E.** Design Program/Facility Program Plan (if applicable)
- F.** Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work)
- G.** **Contractor Performance Evaluation** (if applicable)

STATE OF COLORADO

**ARCHITECT/ENGINEER AGREEMENT
DESIGN/BID/BUILD
(STATE FORM SC-5.1)**

Agency I.D. Number: CBA Contract ID No.: CMS XXXXX Project No: _____

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the **Colorado Department of Corrections, 2862 South Circle Drive, Colorado Springs, CO 80906** hereinafter referred to as the Principal Representative, and having its offices at _____ hereinafter referred to as the Architect/Engineer.

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

RECITALS

WHEREAS, the Principal Representative intends to _____ hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number ____, Account Number ____, Contract Encumbrance Number **C62XXXXX or CMS XXXXX**; and

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

(WHEREAS, funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in Article 1.5)

WHEREAS, the Principal Representative has established the **Fixed Limit of Construction Cost** in the amount of _____ Dollars (\$ _____), and

WHEREAS, the ARCHITECT/ENGINEER was selected and determined to be the most qualified, and fees negotiated in accordance with the provisions of Section 24-30-1401, C.R.S. as amended, and

WHEREAS, this is a phase one waived contract, waiver number 175 Architect/Engineer Agreement for Capital Construction Form (SC-5.1).

ENTIRE AGREEMENT – The entire contract consists of the Architect/Engineer Agreement (SC-5.1 Rev. 5/11) and Attachment 1, the Architect/Engineer Terms and Conditions (SC-5.1TC Rev. 5/11) posted on the state of Colorado State <http://www.colorado.gov/dpa/edo/osa/contractforms> and incorporated herein by reference. The ARCHITECT/ENGINEER acknowledges having

reviewed and accepted the Architect/Engineer Agreement Terms and Conditions (SC-5.1TC Rev 5/11).

NOW, THEREFORE,

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

ARTICLE 1. BASIS OF COMPENSATION

1.1 PAYMENT

1.1.1 The total compensation for Basic Services fees (**B** through **F**), including a lump sum price for Reimbursable Expenses and, if applicable, Pre-Design and Post Construction Services fees (**A** and/or **G**), shall be allocated as follows:

- A. Pre-Design Phase (if applicable) _____
- B. Schematic Design Phase _____
- C. Design Development Phase _____
- D. Construction Documents Phase _____
- E. Bidding Phase _____
- F. Contract Administration Phase _____
- G. Post Construction Phase (if applicable) _____
- H. Reimbursable Expenses (Not to Exceed) _____

TOTAL COMPENSATION \$0.00

1.1.2 Payments to the Architect/Engineer on account of his fee shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Application for Payment SC-7.1.

~~**1.5** *CONDITION PRECEDENT*~~

~~**1.5.1.** *(At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Architect/Engineer only for performance of the services through and including _____ Therefore, it shall be a Condition Precedent to the Architect/Engineer's performance of the remaining services specified in _____ and the State's liability to pay for such performance, sufficient funding must be appropriated and made available to the Principal Representative for the Project prior to _____ and, as a further Condition Precedent, a written Amendment is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the project. If either Condition Precedent is not satisfied by _____, the Architect/Engineer's obligation to perform services for (scope of work) _____ and the State's obligation to pay for such service is discharged without liability to each other. If funding is eventually made available after _____, the Architect/Engineer has no right to perform services under _____ (article referencing scope of work) of this Agreement and the state has no right to require the Architect/Engineer to perform the said services.)*~~

ARTICLE 2. REIMBURSABLE EXPENSE

2.1 REIMBURSEMENT

2.1.1 Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer and its employees, associate Architect/Engineer, and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The Architect/Engineer understands and agrees that a certain dollar amount as enumerated in line **H** of paragraph 1.1.1 has been established as a maximum amount to be paid for all reimbursable expenses.

2.1.2 The Architect/Engineer shall be reimbursed for:

- (a)** In accordance with the provisions of paragraph 3.2.E.6 (d) of this Agreement, for all copies over **(3) and one electronic version** of the Construction Documents which are provided for the project.
- (b)** The costs of all items furnished by the Architect/Engineer in accordance with paragraphs 5.1.1 (d) and (e) as requested by the Principal Representative.
- (c)** Fees of special consultants if their employment is authorized in advance by the Principal Representative for other than the required architectural, structural, mechanical, electrical and civil engineering services; landscaping, if any; space planning/interior layout; and any other services included in this Agreement.
- (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 Principal Representative 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.
- (h)** Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Principal Representative in excess of that required in Article 8.
- (i)** Other expenses as approved in writing by the Principal Representative and State Buildings Programs.

ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER

3.1 THE SERVICES

3.1.1 For services in connection with the design of a funded project, the Architect/Engineer promises to perform the professional services for the contemplated project as delineated in the proposal letter dated _____, submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as **Exhibit A**. In addition, the Architect/Engineer promises to

perform the professional services as set forth in Terms and Conditions (SC-5.1TC) 3.2 A, B, C, D, E, F and G.

3.2 DEVELOPMENT OF THE PROJECT

E. BIDDING PHASE

.6 The Architect/Engineer shall furnish copies of the Construction Documents as follows, subject to limitations hereinafter set forth:

- (a) For Bidding Documents: **(0) hard-copy sets and one electronic version** to insure distribution among prime contractors and subcontractors in accordance with the advertisement for bids.
- (b) For Contract Documents: The Principal Representative will require up to **(3)** sets. The Contract Documents bearing the seal and the signature of the Architect/Engineer and the appropriate responsible professional Engineering Consultants are to be signed by the Contractor and the Principal Representative at the Contractor's contract signing conference. The Architect/Engineer acknowledges that prior to the contract signing conference and State Buildings Programs authorizing the Notice to Proceed State Form SBP-6.26, a Letter of Compliance must be obtained from the State's Code Review Agent verifying that the contract Documents and all addenda, value engineering recommendations and all other changes to the bidding documents are in compliance with the applicable codes as adopted by State Buildings Programs as indicated in **Exhibit C**.
- (c) For Construction: Each prime contractor shall be furnished with **(0)** sets or partial sets of the Contract Documents to insure prompt prosecution of the work.
- (d) **(3)** complete sets of drawings and specifications shall be the maximum required to be furnished by the Architect/Engineer. The Principal Representative will pay for all other sets of documents or partial sets of documents required at the cost of reproduction.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.11 DESIGNATED REPRESENTATIVES, The Principal Representative and the Architect/Engineer authorize the following individuals to act on their behalf as Designated Representatives and points of contact as described in paragraphs 3.1.4 and 5.1.1(b);

For the Principal Representative:

For the Architect/Engineer:

**Richard Weems, Interim Dep. Director for FMS
(or delegated project representative)**

**Colorado Department of Corrections
Facilities Management Services
2860 South Circle Drive
Colorado Springs, CO 80906**

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Project Name/Number: _____
Contract ID No.: **CMS No. XXXXX**

THE ARCHITECT/ENGINEER

STATE OF COLORADO, acting by and through:
(Colorado Department of Corrections)
Rick Raemisch, Executive Director
(or authorized Delegate)

Legal Name of Contracting Entity

By: _____
(Delegated)

Date: _____

*Signature

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

By _____
Name (print) Title

Date: _____

By: _____
James C. Ramsey, LEED AP
(Delegate)

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
Robert Jaros, CPA, MBA, JD, State Controller
(or authorized Delegate)

By: _____
Lenny Merriam, CDOC Controller
(Delegate)

Date: _____

**ARCHITECT/ENGINEER AGREEMENT
DESIGN/BID BUILD**
(STATE FORM SC-5.1)

EXHIBIT A

ARCHITECT/ENGINEER PROPOSAL
(including Design Services Schedule and Certificates of Insurance, attached)

**ARCHITECT/ENGINEER AGREEMENT
DESIGN/BID/BUILD
(STATE FORM SC-5.1)**

EXHIBIT B

**WAGE RATES SCHEDULE
(attached)**

**ARCHITECT/ENGINEER AGREEMENT
DESIGN/BID/BUILD
(STATE FORM SC-5.1)**

EXHIBIT E

DESIGN PROGRAM/FACILITIES PROGRAM PLAN
(attached, if applicable)

**ARCHITECT/ENGINEER AGREEMENT
DESIGN/BID/BUILD
(STATE FORM SC-5.1)**

EXHIBIT F

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