

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



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

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

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

TABLE OF CONTENTS

Page(s)

<u>ARTICLE 1. BASIS OF COMPENSATION</u>	1-2
1.1 PAYMENT	SC-5.1
1.1.1 Total Compensation	SC-5.1
1.1.2 Monthly Payments	SC-5.1
1.2 ADDITIONAL COMPENSATION	1
1.2.1 Scope of Services	1
1.2.2 Additional Services	1
1.2.3 Direct Personnel Expense	1
1.2.4 Wage Rate Schedule	1
1.2.5 Additional Services of Consultants	1
1.2.6 Reimbursable Expenses	1
1.2.7 Accounting System for Additional Costs	2
1.2.8 Expenditures	2
1.2.9 Statement of Services	2
1.3 PAYMENTS WITHHELD	2
1.3.1 Deductions or Retainage	2
1.4 ARCHITECT/ENGINEER'S ACCOUNTING RECORDS	2
1.4.1 Records of the Architect/Engineer	2
1.5 CONDITION PRECEDENT	SC-5.1
1.5.1 Sufficient Funding	SC-5.1
1.6 INTENT OF DOCUMENTS	2
1.6.1 Order of Precedence	2
<u>ARTICLE 2. REIMBURSABLE EXPENSE</u>	SC-5.1
2.1 REIMBURSEMENT	SC-5.1
2.1.1 Basic and Additional Services	SC-5.1
2.1.2 Items for Reimbursement	SC-5.1
<u>ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER</u>	3-12
3.1 THE SERVICES	3
3.1.1 Professional Services	SC-5.1
3.1.2 License/Registration	3
3.1.3 Staff Retained for Duration of Project	3
3.1.4 Professionals Designated	3
3.1.5 Conflict of Interest	3
3.1.6 Code Compliance	3
3.2 DEVELOPMENT OF THE PROJECT	3
A. PRE-DESIGN PHASE	3
B. SCHEMATIC DESIGN PHASE	3
B.1 Conferences	4
B.2 Design Program/Facility Program Plan	4
B.3 Written Report/Drawings	4

B.4	Acceptance of Schematic Design Documents	4
C.	DESIGN DEVELOPMENT PHASE	4
C.1	Written Report/Drawings	4
C.2	Models and Renderings	5
C.3	Acceptance of Design Development Documents	5
D.	CONSTRUCTION DOCUMENTS PHASE	5
D.1	Construction Documents	5
D.2	Code Compliance	5
D.3	Acceptance of Construction Documents	5
E.	BIDDING PHASE	5
E.1	Competitive Bids	5
E.2	Bidding Documents	5
E.3	Prospective Bidders	6
E.4	Pre-Bid Conference	6
E.5	Substitutions	6
E.6	Copies of Documents	SC-5.1
F.	CONTRACT ADMINISTRATION PHASE	6
F.1	General Conditions of the Contract	6
F.2	Project Site Visits	6
F.3	Construction Progress Meetings	6
F.4	Shop Drawings, Product Data and Samples	6
F.5	Change Orders/Amendments	7
F.6	Preparation of Change Orders/Amendments	7
F.7	Approval of Change Orders/Amendments	7
F.8	Emergency Field Change Orders	7
F.9	Testing	8
F.10	Observe for Contract Compliance	8
F.11	Due Diligence	8
F.12	Accurate Accounts	8
F.13	Delegation of Responsibilities	8
F.14	Contractor's Application for Payment	8
F.15	Project Certificate for Payment	9
F.16	Interpretation of Contract Documents	9
F.17	Architect/Engineer Decisions	9
F.18	Claims	9
F.19	Rejection of Construction Work	10
F.20	Contractor's Written Notice	10
F.21	Inspection	10
F.22	Copies of Punch List	10
F.23	Additional Inspections	11
F.24	Notice of Substantial Completion	11
F.25	Right of Occupancy	11
F.26	Close-out Documents	11
F.27	Notice of Acceptance	12
F.28	Written Warranties	12
F.29	Warranty Inspections	12
F.30	Defects and Deficiencies	12
G.	POST CONSTRUCTION PHASE	12
ARTICLE 4. TIME	12-13
4.1	DESIGN SERVICES SCHEDULE	13
4.1.1	Basic and Additional Services	13

4.2	TERM	13
4.2.1	Term of Agreement.....	13
<u>ARTICLE 5. THE PRINCIPAL REPRESENTATIVE'S RESPONSIBILITIES</u>		13
5.1	PRINCIPAL REPRESENTATIVE	13
5.1.1	The Responsibilities.....	13
5.1.2	Fault or Defect	13
<u>ARTICLE 6. PROJECT CONSTRUCTION COST</u>		13-15
6.1	BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST	14
6.1.1	Preliminary Budget.....	14
6.2	COST OF THE WORK.....	14
6.2.1	Estimate of Probable Construction Cost	14
6.3	OWNER FURNISHED MATERIAL	14
6.3.1	Labor and Materials	14
6.4	FIXED LIMIT OF CONSTRUCTION COST EXCEEDED	14
6.4.1	Cost of Labor	14
6.4.2	Exceeding Fixed Limit of Construction Cost	14
6.4.3	Modification of Drawings and Specifications.....	15
<u>ARTICLE 7. OWNERSHIP OF DOCUMENTS</u>		15
7.1	INSTRUMENTS OF SERVICE	15
7.1.1	Drawings and Specifications.....	15
7.1.2	Perpetual Nonexclusive License.....	15
7.1.3	Written Agreement.....	15
7.2	AS-BUILT DRAWINGS/RECORD DRAWINGS	15
7.2.1	Built Condition/Incorporated Changes	15
<u>ARTICLE 8. INSURANCE</u>		16-17
8.1	GENERAL	16
8.2	COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).....	16
8.3	AUTOMOBILITY INSURANCE.....	17
8.4	WORKER'S COMPENSATIONS INSURANCE.....	17
8.5	PROFESSIONAL ERRORS AND OMISSIONS LIABILITY	17
<u>ARTICLE 9. TERMINATION OR SUSPENSION OF AGREEMENT</u>		17-19
9.1	DEFAULT	17
9.1.1	Seven (7) Days Written Notice.....	17
9.2	TERMINATION FOR CONVENIENCE OF STATE	17
9.2.1	Termination of Service.....	17
9.2.2	Exercise Reasonable Diligence	18
9.2.3	Termination Claim.....	18
9.2.4	Amounts to be Paid.....	18
9.2.5	Partial Payments.....	18
9.2.6	Transfer Title.....	18
9.3	SUSPENSION	18
9.3.1	Seven (7) Days Written Notice.....	19
9.3.2	Suspension Claim	19
<u>ARTICLE 10. SPECIAL PROVISIONS</u>		19-21
10.1	CONTROLLER'S APPROVAL	19
10.2	FUND AVAILABILITY.....	19
10.3	GOVERNMENTAL IMMUNITY	19
10.4	INDEPENDENT CONTRACTOR	19
10.5	COMPLIANCE WITH LAW	19
10.6	CHOICE OF LAW	20
10.7	BINDING ARBITRATION PROHIBITED	20

10.8	SOFTWARE PIRACY PROHIBITION	20
10.9	EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST	20
10.10	VENDOR OFFSET	20
10.11	PUBLIC CONTRACTS FOR SERVICES	20
10.12	PUBLIC CONTRACTS WITH NATURAL PERSONS	21
<u>ARTICLE 11. MISCELLANEOUS PROVISIONS</u>		21-25
11.1	PROFESSIONAL ASSOCIATION PERMITTED	21
11.2	DISSOLUTION OF PROFESSIONAL ASSOCIATION	21
11.3	DEATH OR DISABILITY	21
11.4	SUCCESSORS AND ASSIGNS	22
11.5	WAGE RATES	22
11.6	CONTINGENT FEE PROHIBITION	22
11.7	STATUTORY DESIGN REQUIREMENTS	22
11.8	COPYRIGHT/PATENT VIOLATION LIABILITY	23
11.9	EXTENT OF AGREEMENT	23
11.10	PUBLIC ART LAW	23
11.11	DESIGNATED REPRESENTATIVES	SC-5.1
11.12	CONSTRUCTION OF LANGUAGE	23
11.13	SEVERABILITY	23
11.14	SECTION HEADINGS	23
11.15	VENUE	24
11.16	NO THIRD PARTY BENEFICIARIES	24
11.17	WAIVER	24
11.18	INDEMNIFICATION	24
11.19	STATEWIDE CONTRACT MANAGEMENT SYSTEM	24
11.20	BINDING EFFECT	25
11.21	COUNTERPARTS	25
11.22	MODIFICATION	25
11.23	SURVIVAL OF CERTAIN CONTRACT TERMS	25
11.24	TAXES	25
11.25	CORA DISCLOSURE	25
SIGNATURE APPROVALS		SC-5.1

Exhibits:

- A.** Architect/Engineer Proposal (Including Design Services Schedule and Certificates of Insurance) (attached to SC-5.1)
- B.** Wage Rates Schedule (attached to SC-5.1)
- C.** Approved Codes
- D.** Code Compliance Plan Review Procedures
- E.** Design Program/Facility Program Plan (if applicable) (attached to SC-5.1)
- F.** Certification and Affidavit Regarding Unauthorized Immigrants (required at contract signing prior to commencing work) (attached to SC-5.1)
- G.** Contract Management Information

STATE OF COLORADO

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

ARTICLE 1. BASIS OF COMPENSATION

1.1 PAYMENT, as set forth in SC-5.1

1.1.1 The Total Compensation, as set forth in SC-5.1

1.1.2 Monthly Payments, as set forth in SC-5.1

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 herein, all services to be provided by the Architect/Engineer as described in **Exhibit A**, Architect/Engineer's Proposal including items which under usual contracting for Architectural/Engineering services could be considered as additional services, and reimbursable items excepting those specifically identified in Article 2 of this Agreement to be reimbursed. All compensation set forth in Article 1.1 hereof shall fully compensate the Architect/Engineer and there shall be no further reimbursement or payment therefore, other than for Additional Services as hereinafter described. For purposes of this Agreement, Additional Services are defined as those not included within the Scope of Services as set forth in Article 1.1 or reasonably inferable therein, are not consistent with the approved Project program, and are specifically requested and approved in writing by the Principal Representative.

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

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

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

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

1.2.6 In addition, the Architect/Engineer 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 shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the Principal Representative all records, canceled checks and other disbursement media to substantiate any and all requests for payments hereunder.

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

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

1.3 PAYMENTS WITHHELD

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

1.4 ARCHITECT/ENGINEER'S ACCOUNTING RECORDS

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

1.5 *CONDITION PRECEDENT*, as set forth in SC-5.1

1.6 INTENT OF DOCUMENTS

1.6.1 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-5.1);
2. Any Amendment of this Agreement;
3. All other terms of this Agreement (other than the Special Provisions); and
4. The Architect/Engineer's proposal letter.

The Special Provisions of this Agreement, Article 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, as set forth in SC-5.1

2.1.1 Basic And Additional Services, as set forth in SC-5.1

2.1.2 Items For Reimbursement, as set forth in SC-5.1

ARTICLE 3. BASIC SERVICES OF ARCHITECT/ENGINEER

3.1 THE SERVICES

3.1.1 Professional Services, as set forth in SC-5.1

3.1.2 These services shall be performed by the Architect/Engineer 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's employ, then the services must currently be and have been, for at least two (2) years previously, regularly a service of the Architect/Engineer's organization. In the event the Architect/Engineer 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 Principal Representative 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 11.13, the Architect/Engineer 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 Principal Representative, 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 Principal Representative of such interest, the Principal Representative may permit a waiver, in writing, in respect to the particular consultant.

3.1.6 The Architect/Engineer 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 Principal Representative are as indicated in **Exhibit C**. Drawings and specifications are to be reviewed by the State's approved Code Review Agents at the appropriate phases and with the required information as described in the attached Code Compliance Reviews, **Exhibit D**.

3.2 DEVELOPMENT OF THE PROJECT

A. PRE-DESIGN PHASE

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

B. SCHEMATIC DESIGN PHASE

.1 The Architect/Engineer shall attend all conferences as may be requisite to a complete understanding of the Project. The Architect/Engineer shall document all such conference notes and distribute same to the Principal Representative.

.2 The Architect/Engineer shall review the Design Program and/or the Facilities Program Plan (**Exhibit E**), furnished by the Principal Representative to ascertain the requirements of the Project and shall refine the design in accordance with **Exhibit E**.

.3 When agreement has been reached on the Schematic Design, the Architect/Engineer shall prepare a written report, accompanied by Drawings, setting forth the following:

- (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 drawings of 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 the time anticipated for Construction Phase;
- (j) Architect/Engineer's estimate of Probable Construction Cost.

.4 The above Schematic Design data shall be approved in writing by both the Principal Representative and State Buildings Programs before commencement of the next phase.

C. DESIGN DEVELOPMENT PHASE

.1 The Architect/Engineer shall prepare a written report and drawings outlining in detail Design Development Documents from the approved Schematic Design Report. The report, when submitted for approval, shall include:

- (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) Architect/Engineer's adjustments to the Schematic Design estimate of Probable Construction Costs;
- (h) Review of the time anticipated for the Construction Phase.

.2 If the Principal Representative requires, in writing, the Architect/Engineer shall prepare models, renderings or perspectives to portray fully the project in whole or in part as additional services to the Principal Representative.

.3 The final Design Development Documents shall be approved in writing by both the Principal Representative and State Buildings Programs before commencement of the next phase.

D. CONSTRUCTION DOCUMENTS PHASE

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

- (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's adjustments to the Design Development estimate of Probable Construction Cost.

.2 The Architect/Engineer 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 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 Principal Representative and State Buildings Programs before commencement of the next phase.

E. BIDDING PHASE

.1 The Architect/Engineer shall assist the Principal Representative in obtaining competitive bids (including attending the bid opening if requested by the Principal Representative), 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 Principal Representative the Architect Engineer shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process.

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

.5 The Architect/Engineer 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 Copies Of Documents, as set forth in SC-5.1

F. CONTRACT ADMINISTRATION PHASE

.1 The Architect/Engineer shall become familiar with the terms and conditions of the latest edition of the State's General Conditions of the Construction Contract SC-6.23 for construction and shall administer the Contract for construction in accordance with such terms and conditions.

.2 The Architect/Engineer, 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 Principal Representative in writing to become generally familiar with the progress and quality of the Work to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. Observation may extend to all or any part of the work and to the preparation, fabrication or manufacture of materials. However, the Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Architect/Engineer shall keep the Principal Representative informed of the progress and quality of the Work, and shall endeavor to guard the Principal Representative against defects and deficiencies in the Work.

.3 The Architect/Engineer shall attend construction progress meetings to monitor the construction and perform the duties required by this Article 3, including assisting the Principal Representative in reaching an informal partnering agreement with the Contractor. Subject to the requirements of Article 1.2, attendance at meetings subsequently required by such an informal partnering agreement shall be reimbursed as Additional Services but only to the extent in excess of those otherwise reasonably necessary to perform all architectural/engineering services described herein. If, through no fault of the Architect/Engineer, trips to observe construction during the Construction Phase of the Project are required in excess of those reasonably necessary to perform all architectural/engineering services described herein, the Architect/Engineer's compensation for the Construction Administration Phase shall be adjusted as an Additional Service for the cost to the Architect/Engineer of such trips, and paid in accordance with Article 1.2.

.4 The Architect/Engineer 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 shall review Contractor requests for information and other submittal schedules and shall agree to reasonable times for initial reviews. The Architect/Engineer'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 Principal Representative, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect/Engineer's review shall not constitute approval of a specific item nor indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. In addition, the Architect/Engineer 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 Principal Representative, and the Architect/Engineer shall keep a current record of all variations or departures from the Contract Documents as originally approved.

.6 The Architect/Engineer shall prepare all Change Orders/Amendments for the Principal Representative 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 shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified. The Architect/Engineer shall review all requests for changes in the Work with such reasonable promptness as to cause no delay in the Work or in the activities of the Principal Representative, Contractor or separate contractors of the Principal Representative, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review.

.7 Every Change Order/Amendment must be approved in writing by the Principal Representative and the Architect/Engineer, and 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 shall prepare and issue Emergency Field Change Orders as required by the Principal Representative, but such Emergency Field Change Orders shall be issued only in accordance with the policies of State Buildings 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 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 may rely upon the test reports provided by the Principal Representative.

.11 The Architect/Engineer 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, the work is not being carried out in a sound, efficient and skillful manner, the Architect/Engineer shall promptly notify the Principal Representative in writing setting forth the reasons.

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

.14 The Architect/Engineer shall review and approve the contractor's itemized schedule of values, subject to final approval by the Principal Representative, and see to the proper issuance of State Form SBP-7.2, used as an Application and Certificate for Contractor's Payment. The approval of the Architect/Engineer shall be for overall adequacy of line item detail and reasonableness as a basis for evaluating the general allocation of costs and the related progress of the work only and shall impose no duty on the Architect/Engineer to review or verify the accurateness of the line item values proposed by the Contractor. The Architect/Engineer 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 an Application and Certificate for Contractor's Payment (State Form SBP-7.2) to the Principal Representative for such amounts as the Architect/Engineer determines are properly due, or notify the Principal Representative and the Contractor in writing of the reasons for withholding a

Certificate. If the Architect/Engineer 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 is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer shall advise the Contractor of the deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer 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 SBP-7.2, Application and Certificate for Contractor's Payment shall constitute a representation by the Architect/Engineer to the Principal Representative that, based on the Architect/Engineer's observations at the site and on the data comprising the Contractor's Project Application for Payment, the construction has progressed to the point indicated; that to the best of the Architect/Engineer's knowledge, information and belief, the quality of construction is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. However, the issuance of a State Form SPB 7.2, Application and Certificate for Contractor's Payment shall not be a representation that the Architect/Engineer 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 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, 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 shall send a copy of to the Principal Representative. The Architect/Engineer 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 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 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, or otherwise, the Architect/Engineer shall provide to the Principal Representative on request such available information as may assist the Principal Representative in evaluating the claim. In the event either the Principal Representative or the Contractor elect to require the other party to participate in facilitated negotiations, the Architect/Engineer shall assist the Principal Representative as required and shall participate in such negotiations to the extent requested by either the facilitator or the Principal Representative. 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 was wholly incorrect, the Architect/Engineer shall be reimbursed for such assistance or participation as an Additional Service in accordance with Article 1.2.

.19 The Architect/Engineer shall have the authority to reject constructed work which does not conform to the Contract Documents, and whenever, in the Architect/Engineer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect/Engineer shall have authority to require special inspection or testing of constructed work in accordance with the provisions of the Contract Documents, whether or not such constructed work is then fabricated, installed or completed, provided, however, that the Architect/Engineer shall take such action only after consultation with the Principal Representative. However, the Architect/Engineer's authority to act under the Contract Documents and any decision made by the Architect/Engineer in good faith either to exercise or not to exercise such authority shall not give rise to any duty on the part of the Architect/Engineer to the 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 with an attached preliminary punch-list of remaining items to be completed or corrected. The Architect/Engineer shall thereafter notify State Buildings Programs and the Principal Representative, that the work, in the opinion of the 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 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 with the Principal Representative and the Contractor shall, within ten days of receipt of the Contractor's Notice, conduct an 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 inspection. If the construction has been completed to the required state, a punch list shall be made by the Architect/Engineer in concert with the Principal Representative and 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;
- (d)** Date for Completion of the Punch List Items.

.22 If the Architect Engineer determines, after consultation with the Principal Representative, 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 shall prepare the Notice of Substantial Completion, State Form SBP-07 or the Notice of Partial Substantial Completion, State Form SBP-071, which the Architect Engineer shall transmit in writing to the Contractor and the Principal Representative for signature. The required number of copies of the punch list must be countersigned by the Contractor and the Principal

Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, 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 and State Buildings Programs.

.23 The Principal Representative may require the Architect/Engineer to make a reasonable number of additional inspections to confirm the completion of the punch list by the 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 Principal Representative 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 Principal Representative 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'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 Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Architect/Engineer shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the work. Prior to any occupancy of the Project, an inspection shall be made by the Architect/Engineer, State Buildings Programs and the Construction Manager. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Architect/Engineer shall assist the Principal Representative in completing and executing State Form SBP-01 Notice of Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

.26 The Contractor shall forward the completed close-out documents to the Architect/Engineer for signature. Upon receipt from the Contractor of written notice that the Architect/Engineer's final punch list is sufficiently complete the Architect/Engineer shall make a final inspection of work remaining on the final punch list and prepare the Pre Acceptance Checklist State Form SBP-05. The Architect/Engineer upon receipt and verification that the close-out documents and the items of work are complete, shall

prepare and forward to the Principal Representative a letter (including the signed close-out documents) stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of observations and inspections, the Work, or designated portion hereof, 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.

.27 Upon receipt from the Architect/Engineer of the letter recommending issuance of a Notice of Final Acceptance or a Notice of Partial Final Acceptance, the Principal Representative shall sign the Notice of Acceptance, State Form SC-6.27, and forward to the 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.

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

.29 Except as otherwise agreed below in 3.2.G, POST CONSTRUCTION PHASE, the Architect/Engineer, the Principal Representative and the Contractor shall make at least two complete inspections of the work after the work has been accepted. One such inspection, the Six-Month Warranty Inspection, shall be made approximately six (6) months after the Date of Substantial Completion or the Date of Partial Substantial Completion; and another such inspection, the Eleven-Month Warranty Inspection, shall be made approximately eleven (11) months after the Date of Substantial Completion or the Date of Partial Substantial Completion. The Principal Representative shall schedule and so notify all parties concerned, including State Buildings Programs, of these inspections.

.30 Written lists of defects and deficiencies and reports of these observations shall be made by the Architect/Engineer 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 Principal Representative to immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a manner satisfactory to the Architect/Engineer and the Principal Representative. The Architect/Engineer shall follow through on all list items and notify the Principal Representative when such have been completed.

G. POST CONSTRUCTION PHASE
(As designated and defined in the Architect/Engineer Proposal, **Exhibit A.**)

ARTICLE 4. TIME

4.1 DESIGN SERVICES SCHEDULE

4.1.1 The Architect/Engineer will complete the phases of project development in accordance with the Architect/Engineer's Design Services Schedule included in **Exhibit A**. The Architect/Engineer shall submit for the Principal Representative's approval, a Project Design Services Schedule for the performance of the Architect/Engineer's services which may be adjusted as required, and which shall include allowances for the periods of time required for the Principal Representative's review and approval of submissions and for approvals of the authorities having jurisdiction over the project. This schedule, when approved by the Principal Representative, shall not, except for reasonable cause, be exceeded by the Architect/Engineer.

4.2 TERM

4.2.1 The term of this agreement will end upon expiration of the one (1) year warranty period, or upon subsequent completion and acceptance by the Principal Representative of the Warranty Work identified or in progress at the end of such one (1) year warranty period.

ARTICLE 5. THE PRINCIPAL REPRESENTATIVE'S RESPONSIBILITIES

5.1 THE RESPONSIBILITIES

5.1.1 The Principal Representative shall:

- (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 Principal Representative will work with State Buildings Programs to designate an individual to act on behalf of the Principal Representative 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 11.11. The representative shall examine documents submitted by the Architect/Engineer and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer's work. The representative shall observe the procedure of issuing orders to contractors only through the Architect/Engineer.
- (c)** Establish the Fixed Limit of Construction Cost.
- (d)** Furnish the Architect/Engineer 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)** 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.

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 shall be established by the Principal Representative incorporating the portion of the Project Budget for all construction of all elements of the Project designed or specified by the Architect/Engineer. The Architect/Engineer 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.

6.2 COST OF THE WORK

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

6.3 OWNER FURNISHED MATERIAL

6.3.1 When labor or material is furnished by the Principal Representative 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 Principal Representative.

6.4 FIXED LIMIT OF CONSTRUCTION COST EXCEEDED

6.4.1 It is recognized that neither the Architect/Engineer nor the Principal Representative has control over the cost of labor, materials or equipment, over the subcontractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or the Fixed Limit of Construction Cost. Nothing contained in this Agreement shall otherwise relieve the Architect/Engineer from the responsibility of providing the services required to keep the Project within the Fixed Limit of Construction Cost for the Project.

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

- (a)** The lowest figures from responsible proposals, if any, and the Architect/Engineer's final estimate of Probable Construction Cost, then the Principal Representative 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 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 Principal Representative; or (2) the projected cost overrun occurs within the scope of an estimate of Probable Construction Cost furnished by the Architect/Engineer, together with the reasons and details, prior to the Principal Representative 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 and the Architect/Engineer's consultants are Instruments of Service for use solely with respect to this Project. The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

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

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

7.2 AS-BUILT DRAWINGS/RECORD DRAWINGS

7.2.1 The Architect/Engineer and its consultants shall, upon completion of the Construction Phase receive redline As-Built Drawings from the 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's Supplementary Instructions shall be incorporated by the Architect/Engineer and its consultants into a Record Drawings document provided to the Principal Representative in the form of an electro-media format and a reproducible format as agreed between the parties. The Architect/Engineer shall also provide the Principal Representative with the As-built Drawings received from the Contractor.

ARTICLE 8. INSURANCE

8.1 GENERAL

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

8.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

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

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

The following coverages shall be included in the CGL:

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

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

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	\$1,000,000 each accident
--	---------------------------

Coverages:
Specific waiver of subrogation

8.4 WORKERS' COMPENSATION INSURANCE

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

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

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

8.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

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

ARTICLE 9. TERMINATION OR SUSPENSION OF AGREEMENT

9.1 DEFAULT

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

9.2 TERMINATION FOR CONVENIENCE OF STATE

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

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

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

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

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

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

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

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

.1 Completed or partially completed plans, drawings, and information; and

.2 Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

9.3 SUSPENSION

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

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

ARTICLE 10. SPECIAL PROVISIONS

10.1 CONTROLLER'S APPROVAL, CRS 24-30-202(1)

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

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 GOVERNMENTAL IMMUNITY

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended.

10.4 INDEPENDENT CONTRACTOR

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

10.5 COMPLIANCE WITH LAW

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

10.6 CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

10.7 BINDING ARBITRATION PROHIBITED

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

10.8 SOFTWARE PIRACY PROHIBITION, Governor's Executive Order D 002 00

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

10.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST, CRS 24-18-201 and 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. Architect/Engineer has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Architect/Engineer's services and Architect/Engineer shall not employ any person having such known interests.

10.10 VENDOR OFFSET, CRS 24-30-202(1) & CRS 24-30-202.4

[Not Applicable to Intergovernmental Agreements] Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

10.11 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] Architect/Engineer

certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to 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), Architect/Engineer shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-consultant that fails to certify to Architect/Engineer that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Architect/Engineer **(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 sub-consultant and the contracting State agency within three days if Architect/Engineer has actual knowledge that a sub-consultant is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a sub-consultant 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 Architect/Engineer participates in the Department program, Architect/Engineer shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Architect/Engineer has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Architect/Engineer fails to comply with any requirement of this provision or 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, Architect/Engineer shall be liable for damages.

10.12 PUBLIC CONTRACTS WITH NATURAL PERSONS, CRS 24-76.5-101

Architect/Engineer, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that 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

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

11.2 DISSOLUTION OF PROFESSIONAL ASSOCIATION

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

11.3 DEATH OR DISABILITY

In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder. In the event of the death or disability of a sole Architect/Engineer, which shall prevent his performance of this Agreement after the same shall have been commenced by

him, such Architect/Engineer, in the event of his disability, or his executors or administrators, in the event of his death, shall be paid such sums as may be due the Architect/Engineer under this Agreement. In such event all drawings, specifications and models theretofore prepared by the Architect/Engineer shall be delivered to and become the property of the State of Colorado, with full authority to use, employ, or modify the same in the construction of the contemplated building, either at the same site or at some other site.

11.4 SUCCESSORS AND ASSIGNS

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

11.5 WAGE RATES, in accordance with CRS 24-30-1404 (1)

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

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

11.6 CONTINGENT FEE PROHIBITION, in accordance with CRS 24-30-1404 (4)

As amended, the Architect/Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

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

11.7 STATUTORY DESIGN REQUIREMENTS

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

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.

11.8 COPYRIGHT/PATENT VIOLATION LIABILITY

The Architect/Engineer shall pay all license fees for the use of any copyright and shall be responsible for and hold the State of Colorado harmless from and against all losses from copyright infringement contained in the Contract Documents or in the product resulting from the Architect/Engineer's instruments of service, in accordance with paragraph 11.18, Indemnification. The Architect/Engineer shall also be responsible for and hold the State of Colorado harmless from and against all losses from patent infringement based on specified processes contained in the Contract Documents, in accordance with paragraph section 11.18, Indemnification, unless the existence of patents on such processes are brought to the attention of the Principal Representative and the Architect/Engineer. On request of the Principal Representative the Architect/Engineer shall defend against any such suits or claims of copyright or patent infringement.

11.9 EXTENT OF AGREEMENT

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

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

11.10 PUBLIC ART LAW, in recognition of the Public Art Law, CRS 24-80.5-101

as amended, if the State determines that this project is eligible for the acquisition of artworks in accordance with this law, the Architect/Engineer agrees to participate in the art selection process as an art jury member and to cooperate with and to advise the State in working with the commissioned artist(s) for this Capital Construction Project.

11.11 DESIGNATED REPRESENTATIVES, as set forth in SC-5.1

11.12 CONSTRUCTION OF LANGUAGE

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

11.13 SEVERABILITY

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

11.14 SECTION HEADINGS

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

11.15 VENUE

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

11.16 NO THIRD PARTY BENEFICIARIES

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

11.17 WAIVER

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

11.18 INDEMNIFICATION

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

11.19 STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Architect/Engineer under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this section shall apply.

Architect/Engineer agrees to be governed, and to abide, by the provisions of CRS 24-102-205, 24-102-206, 24-103-601, 24-103.5-101, 24-105-101, and 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Architect/Engineer's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including C.R.S 24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Architect/Engineer's performance shall be part of the normal contract administration process and Architect/Engineer's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Architect/Engineer's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Architect/Engineer's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Architect/Engineer shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Architect/Engineer demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Principal Representative, and showing of good cause, may debar Architect/Engineer and prohibit Architect/Engineer from bidding on future contracts. Architect/Engineer may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS 24-105-102(6)), or (b) under CRS 24-105-102(6), exercising the debarment protest and appeal rights provided in CRS 24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Architect/Engineer, by the Executive Director, upon a showing of good cause.

11.20 BINDING EFFECT

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

11.21 COUNTERPARTS

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

11.22 MODIFICATION

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

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

11.23 SURVIVAL OF CERTAIN CONTRACT TERMS

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

11.24 TAXES

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

11.25 CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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

EXHIBIT C

APPROVED CODES

APPROVED STATE BUILDING CODES

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

The 2009 edition of the International Building Code (IBC)

(as adopted by the Colorado State Buildings Program as follows: Chapter 1 as amended, Chapters 2-35 and Appendices C and I)

The 2009 edition of the International Mechanical Code (IMC)

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

The 2009 edition of the International Energy Conservation Code (IECC)

(as adopted by the Colorado State Buildings Program)

The 2011 edition of the National Electrical Code (NEC)

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

The 2009 edition of the International Plumbing Code (IPC)

(as adopted by the Colorado Examining Board of Plumbers as follows: Chapter 1 Section 101.2, 102, 105, 107, Chapters 2-13 and Appendices B, D, E, F and G)

The 2009 edition of the International Fuel Gas Code (IFGC)

(as adopted by the Colorado Examining Board of Plumbers as follows: Chapter 1 Section 101, 102, 105, 107, Chapters 2-8 and Appendices A, B, and C)

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 2010 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, V, VIII-Divisions 1 and 2 and 3, 1X, X including the 2011 addenda and B31.1, 2010 edition.)

The 2011 edition of the National Boiler Inspection Code (NBIC)

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

The 2009 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 2007 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 2009 edition of the IBC became effective on July 1 of 2010. 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 C, 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 2009 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 2006 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

1. International Building Code, Chapter 1 as amended

CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

**SECTION 101
GENERAL**

101.1 Title. These regulations shall be known as the *Building Code* of the Department of Personnel & Administration/Office of the State Architect (DPA/OSA), hereinafter referred to as “this code”.

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures shall comply with the *International Residential Code*.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire

fighters and emergency responders during emergency operations.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.6 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *International Fuel Gas Code* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *International Mechanical Code* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the *International Plumbing Code* shall apply to the installation, *alteration*, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.6 Energy. The provisions of the *International Energy Conservation Code* shall apply to all matters governing the design and construction of buildings for energy efficiency.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of

this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or as is deemed necessary by DPA/OSA through its code review agent for the general safety and welfare of the occupants and the public.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. DPA/OSA as the building official is hereby authorized and directed to enforce the provisions of this code. DPA/OSA shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have

the effect of waiving requirements specifically provided for in this code.

104.2 Plan reviews. DPA/OSA through its code review agent shall review *construction documents* and issue compliance notices for the erection, and *alteration*, demolition and moving of buildings and structures and inspect the premises for which such compliance notices have been issued.

104.4 Inspections. DPA/OSA through its code review agent shall make all of the required inspections, or DPA/OSA shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. DPA/OSA is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

104.9 Approved materials and equipment. Materials, equipment and devices *approved* by DPA/OSA through its code review agent shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by DPA/OSA through its code review agent.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, DPA/OSA shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided DPA/OSA shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of DPA/OSA.

104.11 Alternative materials, design and methods of construction and equipment. The

provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where DPA/OSA through its code review agent finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, DPA/OSA through its code review agent shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, DPA/OSA through its code review agent shall approve the testing procedures. Tests shall be performed by an *approved agency*.

SECTION 105 PLAN REVIEWS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first contact a DPA/OSA code review agent.

105.2 Work exempt from plan review.

Exemptions from plan review requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Plan review shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwelling*s.
12. Window *awnings* supported by an *exterior wall* that do not project more

than 54 inches (1372 mm) from the *exterior wall* and do not require additional support of Groups R-3 and U occupancies.

13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A plan review shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of

refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a plan review shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, plan review information shall be submitted promptly to DPA/OSA through its code review agent.

105.2.2 Repairs. Application or notice to DPA/OSA through its code review agent is not required for ordinary repairs to structures, replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

105.2.3 Public service agencies. A plan review shall not be required for the installation,

alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.4 Validity of compliance notice. The issuance or granting of a compliance notice shall not be construed to be an approval of any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. The issuance of a compliance notice based on *construction documents* and other data shall not prevent DPA/OSA through its code review agent from requiring the correction of errors in the *construction documents* and other data.

105.7 Placement of building inspection record. The building inspection record based on the compliance notice inspection recommendations shall be kept on the site of the work until the completion of the project.

**SECTION 106
FLOOR AND ROOF DESIGN LOADS**

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of notice of approval of occupancy/use. A notice of approval of occupancy/use required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

**SECTION 107
SUBMITTAL DOCUMENTS**

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted. The *construction documents* shall be prepared by a *registered design professional* where required by the statutes of the state of Colorado. Where special conditions exist, DPA/OSA through its code review agent is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: DPA/OSA is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.5.

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the

number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system which was tested, where applicable, as well as the test procedure used.

107.2.5 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and *design flood* elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. DPA/OSA through its code review agent is authorized to waive or modify the requirement for a site plan when the application for *plan review* is for *alteration* or repair or when other wise warranted.

107.2.5.1 Design flood elevations. Where *design flood* elevations are not specified, they shall be established in accordance with Section 1612.3.1.

107.3 Examination of documents. DPA/OSA through its code review agent shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

107.3.3 Phased approval. DPA/OSA through its code review agent is authorized to issue a compliance notice for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such compliance notice for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a compliance notice for the entire structure will be granted.

107.3.4 Design professional in responsible charge.

107.3.4.1 General.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.2 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the plan review and that are to be submitted to DPA/OSA through its code review agent within a specified period.

Deferral of any submittal items shall have the prior approval of DPA/OSA through its code review agent. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by DPA/OSA through its code review agent.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to DPA/OSA through its code review agent with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by DPA/OSA through its code review agent.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

**SECTION 108
TEMPORARY STRUCTURES AND USES**

108.1 General. DPA/OSA through its code review agent is authorized to issue a compliance notice for temporary structures and temporary uses. Such compliance notice shall be limited as to time of service, but shall not be permitted for more than 180 days. DPA/OSA through its code review agent is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, *means of egress*, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

108.3 Temporary power. DPA/OSA through its code review agent is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

SECTION 109 FEES

109.1 Payment of fees. Refer to DPA/OSA Building Code Compliance Policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a plan review is required shall be subject to inspection by DPA/OSA through its code review agent and such construction or work shall remain accessible and exposed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the holder of the notice to proceed to cause the work to remain accessible and exposed for inspection purposes. Neither DPA/OSA, its code review agent nor state agency shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.2 Preliminary inspection. Before issuing a compliance notice, DPA/OSA through its code review agent is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. DPA/OSA through its code review agent, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.10.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.5 shall be submitted to DPA/OSA through its code review agent.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath and gypsum board inspection. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.7 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation *R*- and *U*-values, fenestration *U*-value, duct system *R*-value, and HVAC and water-heating equipment efficiency.

110.3.8 Other inspections. In addition to the inspections specified above, DPA/OSA through its code review agent is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by DPA/OSA.

110.3.9 Special inspections. For *special inspections*, see Section 1704.

110.3.10 Final inspection. The final inspection shall be made after all work required is completed.

110.4 Inspection agencies. DPA/OSA through its code review agent is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the notice to proceed or their duly authorized agent to notify DPA/OSA through its code review agent when work is ready for inspection. It shall be the duty of the notice to proceed holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of DPA/OSA through its code review agent. The code review agent, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the holder of the notice to proceed or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the code review agent.

**SECTION 111
CERTIFICATE OF OCCUPANCY**

111.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until

DPA/OSA has issued a notice of approval of occupancy/use therefor as provided herein. Issuance shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Notices of approval of occupancy/use are not required for work exempt from plan review under Section 105.2.

111.3 Temporary occupancy. DPA/OSA is authorized to issue a temporary notice of approval of occupancy/use for discrete portions of work before the completion of the entire work provided that such portion or portions shall be occupied safely.

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.

2009 International Fire Code (IFC)

2009 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.

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

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 code review agent determines that code review is not required, provide an email documenting that fact to be submitted with Exhibit L. If a state agency leases space in an area where local building codes may not apply, the agency may also follow this process. For a listing of projects that do not require code review, refer to International Building Code section 105.2 and 105.2.2.
2. Upon selection of an Architect/Engineer, a Plan Review Authorization (SBP-017) should be prepared and delivered to the selected code review agent. This authorization indicates the project valuation and the review fee authorized. With this authorization, please provide an intended submittal schedule. Reviews for projects submitted to the code review agent without a Plan Review Authorization (SBP-017) will not commence until the agent receives the prepared authorization form.
3. Prepare the project Schematic Design (SD), Design Development (DD), and Construction Document (CD) submittals in accordance with the attached checklists and submit to the code review agent for review. On projects of limited scope where a combined SD/DD or SD/DD/CD submittal is considered appropriate, please consult with the code review agent prior to submittal.
4. The code review agent will provide a written list of comments addressing issues noted in the review. A response shall be prepared and submitted to the code review agent addressing the deficiencies and questions noted in the review. Specifically, state the agent's comment followed by the Architect/Engineer's response chronologically. At the Construction Document review, a response shall be prepared and submitted to the code review agent within 30 days or a mutually agreed upon timeframe addressing the deficiencies and questions noted in the review.
5. Once all code issues have been satisfactorily addressed, the code review agent will issue a Compliance Notice to the submitting agency along with a listing of required inspections and will send a copy to State Buildings Programs indicating that the documents appear to be in compliance with code requirements and are appropriate for bidding for lump sum bid projects. On CM/GC projects, a similar process is to be followed through schematic design; however, design development code compliance reviews must be completed on DD documents prior to establishing and accepting a GMP and the Compliance Notice must be issued on CD documents prior to bidding each bid package. If the Compliance Notice is contingent on required modifications to the documents for either lump sum or CM/GC projects, the agency must certify to SBP that the modifications have been incorporated into the documents at the issuance of the Notice to Proceed (SBP-6.26 or SBP-7.26).
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
 - Cricket, 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

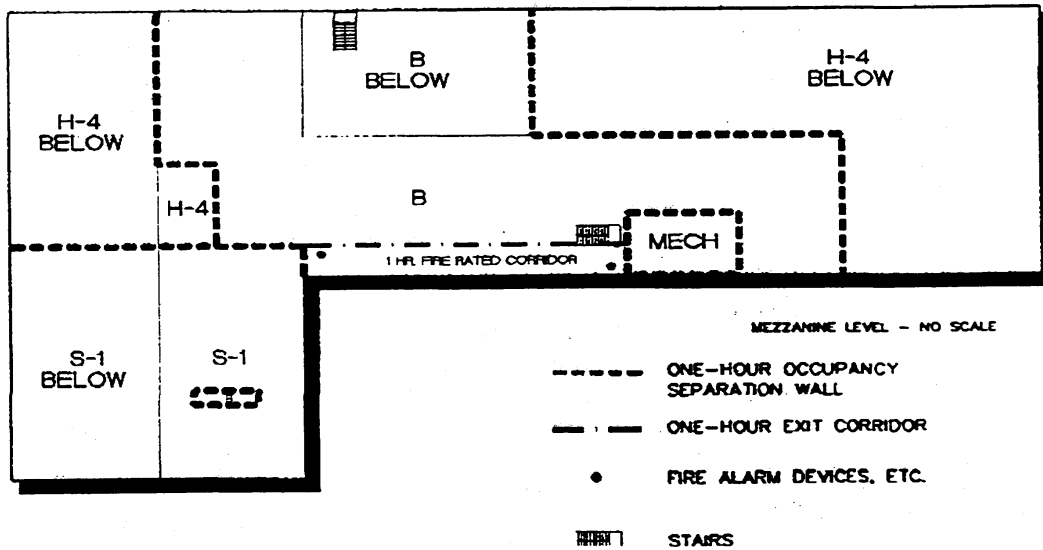
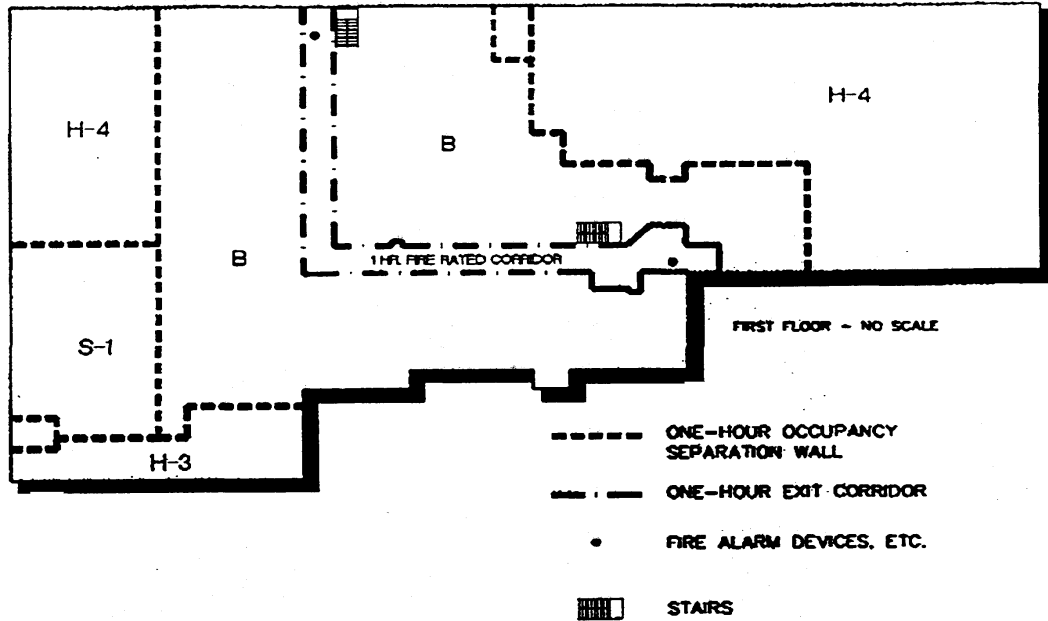
□ S. **Specifications**

Describe structural, mechanical and electrical systems
Complete specification sections for principal materials and finishes
Provide statement of special inspections required

3. Remodel/addition projects should additionally indicate interface with existing conditions and limits of work within the existing building.

(ATTACHMENT A)

CODE COMPLIANCE PLAN (EXAMPLE)



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

EXHIBIT G

**CONTRACT MANAGEMENT INFORMATION – VENDOR PERFORMANCE EVALUATION
FORM (Form SB-228.v1) (attached, if applicable)**