

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



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

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STATE AGENCY: Insert Department's or IHE's Full Legal Name

DEPARTMENT ID: XXXX

CONTRACT ID #: Insert CMS Number & Encumbrance Number

PROJECT #: Insert OSC Project Number

PROJECT NAME: Insert Project Name as provided by the State Controller's Office

VENDOR NAME: Insert Contractor's full Legal Name including "Inc.", "LLC" etc.

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**ATTACHMENT 1: Architect/Engineer Agreement Terms and Conditions, SC-5.1TC**

**STATE OF COLORADO  
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<b>TABLE OF CONTENTS (partial)</b> .....	<b>Page</b>
(TABLE OF CONTENTS for entire agreement located in Attachment 1 – Architect/Engineer Agreement Terms and Conditions, SC-5.1TC)	
<b>SIGNATURE PAGE</b> .....	<b>1</b>
<b>RECITALS:</b> .....	<b>2</b>
<b>1 ARTICLE 1 BASIC SERVICES OF ARCHITECT/ENGINEER</b> .....	<b>3</b>
1.1 THE SERVICES.....	3
1.1.1 Professional Services .....	3
1.2 DEVELOPMENT OF THE PROJECT.....	3
1.2.1 Bidding Phase .....	3
<b>2 ARTICLE 2 REIMBURSABLE EXPENSE</b> .....	<b>3</b>
2.1 REIMBURSEMENT .....	3
2.1.1 Basic and Additional Services .....	3
2.1.2 Items for Reimbursement.....	4
<b>3 ARTICLE 3 BASIS OF COMPENSATION</b> .....	<b>5</b>
3.1 PAYMENT.....	5
3.1.1 The Total Compensation .....	5
3.1.2 Monthly Payments .....	5
3.5 CONDITION PRECEDENT .....	5
<b>12 ARTICLE 12 MISCELLANEOUS PROVISIONS</b> .....	<b>6</b>
12.25 DESIGNATED REPRESENTATIVES .....	6
<b>EXHIBIT A: ARCHITECT/ENGINEER PROPOSAL</b> .....	<b>A</b>
<b>EXHIBIT B: WAGE RATES SCHEDULE</b> .....	<b>B</b>
<b>EXHIBIT C: APPROVED STATE BUILDING CODES</b> .....	<b>C</b>
<b>EXHIBIT D: CODE COMPLIANCE PLAN REVIEW PROCEDURES</b> .....	<b>D</b>
<b>EXHIBIT E: DESIGN REQUIREMENTS/FACILITIES PROGRAM PLAN/SUSTAINABILITY GOALS</b> .....	<b>E</b>
<b>SUPPLEMENTARY GENERAL CONDITIONS: FEDERAL PROVISIONS</b> .....	

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

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

Project Number/Name: Insert OSC Project Number followed by Project Name  
CMS Contract ID No.: Insert CMS Number & Encumbrance Number

<p><b>ARCHITECT/ENGINEER*</b> INSERT-Legal Name of Consultant</p> <hr/> <p>By: Name &amp; Title of Person Signing for Consultant</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
<p><b>DEPARTMENT OF PERSONNEL &amp; ADMINISTRATION</b> STATE BUILDINGS PROGRAM State Architect (or authorized delegate)</p> <hr/> <p>By: Name &amp; Title of SBP Delegate</p> <p>Date: _____</p>	
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller (or an authorized delegate) or the Financial Officer for Institution of Higher Education</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: center;">Effective Date: _____</p>	

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Department ID: Insert Dept. Code Contract ID #: Insert Contract ID Project #: insert Project #

**PARTIES.** THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Insert Department's or IHE's Full Legal Name hereinafter referred to as the Principal Representative, and Insert Contractor's full Legal Name including "Inc.", "LLC" etc. having its offices at Street address, City, State and Zip Code hereinafter referred to as the Architect/Engineer.

**EFFECTIVE DATE AND NOTICE OF NONLIABILITY.** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Architect/Engineer for any Work performed or expense incurred before the Effective Date.

**RECITALS:**

**WHEREAS,** the Principal Representative intends to procure Insert Project Name as provided by the State Controller's Office hereinafter called the Project; and

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

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

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

**WHEREAS,** the Principal Representative has established the **Fixed Limit of Construction Cost** in the amount of Insert dollar value written in words Dollars (\$\_\_\_\_) and

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

**ENTIRE AGREEMENT** – The entire contract consists of the Architect/Engineer Agreement (SC-5.1) and Attachment 1, the Architect/Engineer Terms and Conditions (SC-5.1TC) incorporated herein by reference. The ARCHITECT/ENGINEER acknowledges having reviewed and accepted the Architect/Engineer Agreement Terms and Conditions (SC-5.1TC).

**NOW, THEREFORE,**

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

**1 ARTICLE 1 BASIC SERVICES OF ARCHITECT/ENGINEER**

**1.1 THE SERVICES**

**1.1.1 Professional Services**

For services in connection with the design of a funded project, the Architect/Engineer promises to perform the professional services for the contemplated project as delineated in the proposal letter dated \_\_\_\_\_, submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as **Exhibit A**. In addition, the Architect/Engineer promises to perform the professional services as set forth in Terms and Conditions (SC-5.1TC) 1.2 A, B, C, D, E, F and G.

**1.2 DEVELOPMENT OF THE PROJECT**

**1.2.1 Bidding Phase**

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

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

**2 ARTICLE 2 REIMBURSABLE EXPENSE**

**2.1 REIMBURSEMENT**

**2.1.1 Basic and Additional Services**

Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer and its employees, associate

Architect/Engineer, and consultants in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data. The Architect/Engineer understands and agrees that a certain dollar amount as enumerated in line **H** of paragraph 3.1.1 has been established as a maximum amount to be paid for all reimbursable expenses.

#### 2.1.2 Items for Reimbursement

The Architect/Engineer shall be reimbursed for:

- a) In accordance with the provisions of paragraph 1.2.E.6 (d) of this Agreement, for all copies over (\_\_\_\_\_) of the Construction Documents which are provided for the project.
- b) The costs of all items furnished by the Architect/Engineer in accordance with paragraphs 5.1.1 (d) and (e) of the Architect/Engineer Agreement Terms and Conditions Design/Bid/Build (SC-5.1TC) as requested by the Principal Representative.
- c) (c) Fees of special consultants if their employment is authorized in advance by the Principal Representative for other than the required architectural, structural, mechanical, electrical and civil engineering services; landscaping, if any; space planning/interior layout; and any other services included in this Agreement.
- d) Expense of data processing and photographic production techniques when used in connection with Additional Services.
- e) Expense of long distance telecommunication related to the performance of Basic Services.
- f) Expense of renderings, models and mock-ups requested by the Principal Representative other than those described in the designated services.
- g) Expense of mail, deliveries, mileage for local travel other than that necessary for the performance of Basic Services, and expense travel for special consultants per Article 1.1 Basic Services of Architect/Engineer. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of State/Federal per diem rates as published in the travel section of the State Controller's Fiscal Rules, Meal and Incidental Per Diem Rates, Appendix A1.
- h) Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Principal Representative in excess of that required in Article 8.
- i) Other expenses as approved in writing by the Principal Representative and State Buildings Program.

**3 ARTICLE 3 BASIS OF COMPENSATION**

**3.1 PAYMENT**

**3.1.1 The Total Compensation**

The total compensation for **Basic** Services fees (**B through F**), including a not-to-exceed price for Reimbursable Expenses and, if applicable, Pre-Design and Post Construction Services fees (**A and/or G**), shall be allocated as follows:

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

TOTAL COMPENSATION     \$0.00    

**3.1.2 Monthly Payments**

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

**3.5 CONDITION PRECEDENT**

*(At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Architect/Engineer only for performance of the services through and including Insert the phases that have been fully funded Therefore, it shall be a Condition Precedent to the Architect/Engineer's performance of the remaining services specified in Insert the parts of Article 1.2 that describes the services not fully funded and the State's liability to pay for such performance, sufficient funding must be appropriated and made available to the Principal Representative for the Project prior to [ ] and, as a further Condition Precedent, a written Amendment is entered into in accordance with the State of Colorado Fiscal Rules, stating that additional funds are lawfully available for the project. If either Condition Precedent is not satisfied by [ ], the Architect/Engineer's obligation to perform services for Insert the scope pf work or phases that will be completed as part of the Condition Precedent and the State's obligation to pay for such service is discharged without liability to each other. If funding is eventually made available after [ ], the Architect/Engineer has no right to perform services under Insert the parts of Article 1.2 that describes the services not fully funded of this Agreement and the state has no right to require the Architect/Engineer to perform the said services.*)

**12 ARTICLE 12 MISCELLANEOUS PROVISIONS**

**12.25 DESIGNATED REPRESENTATIVES**

The Principal Representative and the Architect/Engineer authorize the following individuals to act on their behalf as Designated Representatives and points of contact as described in paragraphs 1.1.4 and 5.1.1(b):

For the State:

- Name
- Department Name
- Address
- Address
- City, State Zip
- Email

For Contractor:

- Name
- Company Name
- Address
- Address
- City, State Zip
- Email

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(STATE FORM SC-5.1)

**EXHIBIT A: ARCHITECT/ENGINEER PROPOSAL**

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

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**EXHIBIT B: WAGE RATES SCHEDULE**

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**WAGE RATES SCHEDULE**  
(Attached)

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**EXHIBIT C: APPROVED STATE BUILDING CODES**

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**APPROVED STATE BUILDING CODES**

Refer to the Office of the State Architect State Buildings Building Codes Webpage Exhibit A of the *Code Compliance Policy* dated \_\_\_\_\_ including the Amendment to Chapter 1 of the International Building Code.

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**EXHIBIT D: CODE COMPLIANCE PLAN REVIEW PROCEDURES**

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**CODE COMPLIANCE PLAN REVIEW PROCEDURES**

Refer to the Office of the State Architect State Buildings Building Codes Webpage Exhibit B of the *Code Compliance Policy* dated .

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**ARCHITECT/ENGINEER AGREEMENT DESIGN/BID/BUILD  
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**EXHIBIT E: DESIGN REQUIREMENTS/FACILITIES PROGRAM PLAN/SUSTAINABILITY GOALS**

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

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**SUPPLEMENTARY GENERAL CONDITIONS: FEDERAL PROVISIONS**

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**Supplementary General Conditions Federal Provisions**

**SLFRF Federal Funds: Contractor Terms and Conditions Certification**

**SLFRF Federal Funds: Contractor Terms and Conditions**