ATTACHMENT 2

UNIVERSITY OF COLORADO BOULDER

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

- Table of Contents, Exhibits – Delete Exhibit G. Contract Management Information

- Article 3.1 – Add the following to paragraphs to Article 3.1:
  3.1.7 The University of Colorado shall have available the University of Colorado at Boulder (UCB) Building and Construction Standards (collectively referred to as “UCB Standards”). The latest UCB Standards and any applicable standards adopted by the Governor are the design standards to which the Architect/Engineer is expected to adhere as a minimum. The Architect/Engineer shall develop specifications and design strategies accordingly. The Architect/Engineer shall be responsible for obtaining copies of the UCB Standards from the Office of Facilities Management website at http://www.colorado.edu/facilitiesmanagement/pdc/construction/standards/index.html. The UCB Standards include design criteria, guidelines and acceptable products. The Architect/Engineer agrees to utilize the UCB Standards.

  3.1.8 The Architect/Engineer shall respond in writing to all comments or requirements stated by the University, as presented in document reviews, review lists, or other written communications.

- Article 3.2 - Modify paragraph 3.2 B.3 (j) as follows:
  (j) Architect/Engineer's estimate of Probable Construction Cost. This estimate shall include a 10% design contingency.

- Article 3.2 – Add the following to paragraph to Article 3.2B:
  .5 Copies of Documents, as set forth in SC-5.1

- Article 3.2 - Modify paragraph 3.2 C.1 (g) as follows:
  (g) Architect/Engineer's adjustments to the Schematic Design estimate of Probable Construction Cost. This estimate shall include a 7% design contingency.

- Article 3.2 – Add the following to paragraph 3.2 C:
  .4 Copies of Documents, as set forth in SC-5.1

- Article 3.2 – Modify paragraph 3.2 D.1 (a) as follows:
  (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.
- **Article 3.2** – Add the following to paragraph 3.2 D:
  
  
  .4 Copies of Documents, as set forth in SC-5.1

- **Article 3.2** – Modify paragraph 3.2 E.3 as follows:
  
  
  .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.

- **Article 3.2** – Modify the first sentence in paragraph 3.2 F.3 as follows:
  
  .3 The Architect/Engineer shall attend, record and distribute the minutes of the 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.

- **Article 7.2** - Modify paragraph 7.2.1 as follows:

  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 electronic files and one (1) hard copy bound set that conforms with the latest requirements of the UCB CAD Standards. The UCB CAD Standards can be found on the Office of Facilities Management website at [http://www.colorado.edu/facilitiesmanagement/pdc/construction/standards/index.html](http://www.colorado.edu/facilitiesmanagement/pdc/construction/standards/index.html).

  The Architect/Engineer shall also provide the Principal Representative with the As-built Drawings received from the Contractor. Final payment to the Architect/Engineer shall be withheld until all Record Drawings have been submitted and approved by the Principal Representative.

- **Article 7.2** – Add the following paragraph to Article 7.2:

  7.2.2 The Architect/Engineer shall, upon completion of the Construction Phase, receive Operation and Maintenance (O&M) Manuals and final Fire Alarm and Sprinkler Shop Drawings from the Contractor. This information shall be reviewed by the Architect/Engineer for accuracy and completeness and delivered to the Principal Representative.

- **Article 8** – Replace Article 8 in its’ entirety with the following:

  The Architect/Engineer shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

  By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Architect/Engineer its agents, representatives, employees or sub-consultants under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

  The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Architect/Engineer from liabilities that might arise out of the performance of the work under this Contract by the Architect/Engineer, its agents,
representatives, employees, or sub-consultants. The Architect/Engineer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Architect/Engineer is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**COVERAGES AND LIMITS OF INSURANCE** - Architect/Engineer shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability** – Occurrence Form – ISO CG 0001 or equivalent. Coverage to include:
   - Premises and Operations
   - Personal / Advertising Injury
   - Products / Completed Operations
   - Liability assumed under an Insured Contract (including defense costs)
   - Broad Form Property Damage

   **General Aggregate** $2,000,000
   **Products/Completed Operations Aggregate** $2,000,000
   **Each Occurrence Limit** $1,000,000
   **Personal/Advertising Injury** $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **The Regents of the University of Colorado, a Body Corporate** (ISO Form CG 2010, or equivalent). Further, all policies of insurance shall include a Separation of Insureds Clause (Cross Liability).

2. **Automobile Liability**
   Bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

   **Bodily Injury/Property Damage (Each Accident)** $1,000,000

3. **Workers Compensation and Employers’ Liability**
   - Statutory Benefits (Coverage A)
   - Employers Liability (Coverage B)

   **Coverage A (Workers’ Compensation)**
   **Coverage B (Employers Liability)**
   **Each accident** $100,000
   **Disease each employee** $100,000
   **Disease policy limit** $500,000
This requirement shall not apply when an Architect/Engineer or sub-consultant is exempt under Colorado Workers’ Compensation Act, AND when such Architect/Engineer or sub-consultant executes the appropriate sole proprietor waiver form.

**PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) FOR ARCHITECT/ENGINEER**

The Architect/Engineer shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Architect/Engineer for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

Amendment of any Contractual Liability Exclusion to state: “This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts.”

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Architect/Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

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<th>Wrongful Act</th>
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<td>General Aggregate</td>
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**ADDITIONAL INSURANCE REQUIREMENTS**

1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis. Professional Liability is acceptable on a claims-made basis.
2. On insurance policies where the Principal Representative is named as an additional insured, the Principal Representative shall be an additional insured to the full limits of liability purchased by the Architect/Engineer even if those limits of liability are in excess of those required by this Contract.
3. The Architect/Engineer shall provide the Principal Representative a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering Principal Representative Premises. Upon request by the Principal Representative, Architect/Engineer must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
4. The Architect/Engineer insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
5. **The Architect/Engineer shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit.** At their own expense, the Architect/Engineer will reinstate the aggregate
limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.
6. Architect/Engineer’s insurance carrier should possess a minimum A.M. Best’s Insurance Guide rating of A-VI.
7. Provide a minimum of 30 days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Architect/Engineer to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

Non-Waiver
The parties hereto understand and agree that The Principal Representative is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, et seq., as from time to time amended, or otherwise available to the Principal Representative or its officers, employees, agents, and volunteers.

Mutual Cooperation
The Principal Representative and Architect/Engineer shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

• Article 11 – Add the following paragraph to Article 11:
  11.19 - Statewide Contract Management System – Delete Article 11.19 in its entirety
  11.26 §179D Internal Revenue Service – Energy Efficient Property Installation
Qualifying construction and renovation work eligible for the §179D IRS deduction must result in 50% reductions of total annual energy and power costs related to interior lighting, systems, heating, cooling, ventilation and hot water systems (with partial deductions also allowable) in government- or non-profit-owned buildings. The defined energy and power cost reductions must also be in compliance with ASHRAE Standard 90.1-2001.

Qualifying construction and renovation work eligible for the §179D IRS deduction will result in the issuance of a letter by the University that donates and transfers the IRS code §179D tax benefits to the Primary Designer, which is ______________________. Upon successful completion of the IRS filing and receipt of the funds, the Primary Designer will be eligible to keep _____% of the total calculated deduction amount reimbursed by the IRS to the designer in exchange for any administrative costs associated with this filing process. The Primary Designer will then transfer the remaining deduction amount to the University.

The letter written by the University to the Primary Designer in which the University donates and transfers the §179D tax benefits will include all of the required IRS information listed below:
• Name, address and telephone number of authorized representative of the owner of the government-owned building.
• Name, address and telephone number of authorized representative receiving the allocation of the §179D deduction;
• The address of the government-owned building on or in which the property is installed;
• The cost of the property;
• The date the property is placed in service;
• The amount of the §179D deduction allocated to the designer;
• The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer’s authorized representative; and
• A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

> “Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

• **Exhibit C, Approved Codes: Add the following requirements:**
  The National Fire Protection Association Standards NFPA-45 (latest edition)
  Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)

• **Exhibit D, Code Compliance Plan Review Procedures – Replace Exhibit D with the following:**

**CODE REVIEW SYSTEM/FORMAT FOR UCB PROJECTS**

**PART 1 - CODE REVIEW OBJECTIVES:**

1.1 To enhance the level of compliance with codes.
1.2 To provide clear direction for the design team throughout the design process.
1.3 To use in answering questions raised during the construction phase.
1.4 A secondary objective of the code review is to provide adequate information, on file, for future reference, e.g., during future alterations and renovations.

**PART 2 - PARTIES WHO SHOULD DEVELOP THE CODE REVIEW:**

2.1 Preparation of the code review shall remain the responsibility of the design team, normally led by the lead consultant.

**PART 3 - TIMING OF THE CODE REVIEW:**
3.1 It is recommended that a preliminary code review be submitted with the program plan or conceptual design. The code edition/version is to be identified and listed. The code review shall be updated and submitted at the schematic design (SD), design development (DD) and contract documents (CD) stages of the project.

PART 4 - EVALUATION OF THE CODE REVIEW:

4.1 Fire, life, and health and safety code issues, see items 7.1 through 7.9 below, shall be evaluated by the University Fire, Life, and Safety Official. Other code issues shall be evaluated by the designated University or other Authority Having Jurisdiction (AHJ).

PART 5 - WHERE TO PLACE THE CODE REVIEW:

5.1 The code review shall be located on the front sheet(s) of the architectural drawings. This will help facilitate filing and ease future reference.

PART 6 - CODE REVIEW GUIDELINE:

6.1 The form in Part 7 may be copied and is to be used by the design team as a checklist to identify applicable items, and as a list of headings for the code review report.

6.2 The design team shall contact the University to determine which of the following sections (6.2.1 or 6.2.2) apply to a given project prior to schematic design phase.

The level of detail of the code review depends on the size of the project.

6.2.1 For small (less than $50,000 construction budget) remodeling projects, only applicable items shall be included. Items that do not apply need not be listed.

6.2.2 For all other construction projects, all items are to be included. Items that do not apply shall be listed and identified with “N/A”.

6.3 The code names and paragraph numbers and exceptions shall be identified for each item indicated in the code review report.

PART 7 - CODE REVIEW CHECKLIST:

See Part 6 for user instructions.

The code review should include the following sections. In each section, the applicable code paragraph numbers and exceptions should be identified and listed. Please note that all of the following items do not necessarily apply to all projects. The code review needs to address two sets of issues:

a. Code issues that affect the project area: for example, change in use/occupancy, exit doors, fire rating of partitions, and classification of interior finish.
b. Code issues outside the project area, only to the extent affected by changes in the project area. For example, if the occupant load of this floor has increased, the code review is to identify the required width of exits and verify that the existing stairs provide adequate width for the new occupant load.

7.1 The Building
[ ] 7.1.1 Building height and area
[ ] 7.1.2 Building occupancy and use groups
[ ] 7.1.3 Building location with respect to adjacent properties and roads

7.2 Building Fire Resistance
[ ] 7.2.1 Type of construction
[ ] 7.2.2 Fire resistance of structural members (include sprinklered building exceptions)
[ ] 7.2.3 Fire resistance of all exit routes including stairs, corridors, and ramps
[ ] 7.2.4 Fire resistance of vertical openings and shafts
[ ] 7.2.5 Fire resistance of special occupancy enclosures such as storage rooms and hazardous areas
[ ] 7.2.6 Fire resistance of other building elements such as partitions, doors, and exterior wall openings.
[ ] 7.2.7 Sealing of penetrations.

7.3 Ignition Prevention
[ ] 7.3.1 Identify potential ignition sources and related code requirements
[ ] 7.3.2 Identify hazardous locations and the required classifications

7.4 Fuel Control
[ ] 7.4.1 List amount and type of combustible material, e.g., fire retardant treated wood, that may be used. (See also 7.9, Special Hazards.)
[ ] 7.4.2 Identify and list interior finish classifications in exit paths, places of assembly, and all other areas.
[ ] 7.4.3 Identify allowable types of furniture.

7.5 Means of Egress
[ ] 7.5.1 Determine and list occupant load factors and occupant loads for each floor and for each major space within a floor, e.g., assembly areas.
[ ] 7.5.2 Determine the minimum number of exits required for each floor and for each major room, e.g., assembly areas and labs, within a floor.
[ ] 7.5.3 Determine the minimum width of exits required for each floor and for each major room, e.g., assembly areas within a floor, ADA requirements.
[ ] 7.5.4 Determine the maximum allowable travel distance.
[ ] 7.5.5 Determine the maximum allowable dead-end.
[ ] 7.5.6 Determine the maximum common path of travel allowed.
[ ] 7.5.7 Determine the swing direction requirements.
[ ] 7.5.8 Determine the place of refuge requirements; number, size, and location.
[ ] 7.5.9 Determine exit signage requirements.
[ ] 7.5.10 Determine exit lighting requirements.
7.5.11 Determine emergency power supply requirements.

7.6 Smoke Management Systems
7.6.1 Determine smoke resistance requirements for corridors, lobbies, etc.
7.6.2 Determine any active and/or passive smoke extract requirements.
7.6.3 Determine locations and sequence of operations for all smoke and fire/smoke dampers and duct detectors.
7.6.4 Determine stair pressurization requirements.
7.6.5 Determine high-rise building requirements.
7.6.6 Determine basement requirements.

7.7 Fire Suppression Systems
7.7.1 Determine portable fire extinguisher requirements: type, spacing, and location.
7.7.2 Determine automatic sprinkler system requirements: type, hazard classification, water supply, drainage, fire department connection, zone limitations, test equipment, exempt areas, and supervision.
7.7.3 Determine standpipe system requirements: type/class, number, location, minimum pressure, supervision, and fire department connection.
7.7.4 Determine fire department access and suppression provisions: hydrant locations, fire department access roads, and fire lanes.

7.8 Fire Detection and Alarm Systems
7.8.1 Determine manual pull station requirements: type, spacing, and location.
7.8.2 Determine automatic detector requirements: type, spacing, and location.
7.8.3 Determine occupant notification and alarm requirements: type (horn, horn/strobe, speaker strobe, ...) and location. (Verify impact of interior rooms.)
7.8.4 Determine sequence of operation of all systems, e.g., that are connected to or monitored by the building detection and alarm system. Examples include, fan shut-down, smoke management systems, and stairwell pressurization systems.

7.9 Special Hazards
7.9.1 Limits of flammable liquids and other hazardous material (chemical/gas inventory)
7.9.2 Hazardous material spill control
7.9.3 Hazardous material containment
7.9.4 Explosion protection and venting
7.9.5 Hazardous material detection systems
7.9.6 Hazardous labs ventilation systems, hoods and chemical and gas storage cabinets.
7.9.7 Special suppression systems for special hazard areas

7.10 Building Services
7.10.1 Emergency generator
7.10.2 Elevators
7.10.3 Access to space and functions by persons with disabilities

7.11 Plumbing
7.12 Ventilation and Exhaust
7.13 Electrical
7.14 Other issues identified by the design team

- Exhibit G, Contract Management Information-Vendor Performance Evaluation Form – Delete Exhibit G