

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



**DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

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CONTRACT ID NUMBER:

\_\_\_\_\_

AGENCY IDENTIFICATION NUMBER:

\_\_\_\_\_

PROJECT NUMBER:

\_\_\_\_\_

PROJECT NAME:

\_\_\_\_\_

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**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

TABLE OF CONTENTS.....		<u>Pages</u>
<b>RECITALS</b>		1
<b>ARTICLE 1. PERFORMANCE OF THE WORK</b>		2
1.1	Performance of the Work	2
1.2	Contract Documents	2
<b>ARTICLE 2. DESIGN/BUILD ENTITY'S SERVICES</b>		2
	<b>Pre-Construction Services</b>	2
2.1	Available Funds	2
2.2	Consultation and Value Engineering	3
2.3	Cost Estimating	3
2.4	Design Services	4
	<b>Construction Phase Services</b>	9
2.5	Control of the Work	9
2.6	Cost Control	9
2.7	Start Up	9
<b>ARTICLE 3. OWNERSHIP OF DOCUMENTS</b>		9
3.1	Instruments of Service	10
3.2	As-Built Drawings/Record Drawings	10
<b>ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION</b>		10
4.1	Commencement	10
4.2	Time of Completion	11
<b>ARTICLE 5. CONTRACT SUM</b>		11
5.1	Lump Sum Contract Price	11
5.2	Condition Precedent	11
<b>EXHIBITS</b>		
A.	The Design/Build Entity's Technical Proposal, all Appendices, Addenda and Clarifications	
B.	The Design/ Build Entity's Cost Proposal, all Appendices, Addenda and Clarifications	
C.	The Design/Build Entity's Scope Narrative	
D.	The Request for Proposals Document, all Appendices, Addenda and Clarifications	
E.	Performance Bond (Form SC-6.22)	
F.	Labor and Material Payment Bond (Form SC-6.21)	
G.	Insurance Certificates (Including Professional Errors and Omissions Liability Insurance)	
H.	Approved Codes	
I.	Code Compliance Plan Review Procedures and Building Inspections	
J.	Certification and Affidavit Regarding Unauthorized Immigrants (Required at Contract Signing Prior to Commencing Work)	
K.	Contract Management Information Construction Contractor	



**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

Agency I.D. Number \_\_\_\_\_ Contract ID No.: \_\_\_\_\_ Project No.: \_\_\_\_\_

**PARTIES.** THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the (agency), hereinafter referred to as the State or Principal Representative, and (vendor name) having its offices at (vendor address) engaged to serve as Design/Build Entity, hereinafter referred to as the Design/Build Entity.

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

**WHEREAS,** the Principal Representative intends to engage the services of the Design/Build Entity to design and construct the following: \_\_\_\_\_ hereinafter called the Project;

**WHEREAS,** authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number \_\_\_\_\_, Account Number \_\_\_\_\_, Contract Encumbrance Number \_\_\_\_\_;

**WHEREAS,** the State of Colorado has appropriated and the Principal Representative has been authorized to expend the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for this Project including all professional services, construction management/general contractor services, construction/improvements, Project contingencies, reimbursables, furnishings, movable equipment, and miscellaneous expenses;

**WHEREAS,** *funds are available for only a portion of the services defined herein, as more fully described in the funding Condition Precedent clause in 5.2 hereof;*

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

**WHEREAS,** the Design/Build Entity acknowledges the statutory authority and responsibility of the Principal Representative within the State of Colorado;

**WHEREAS,** the Design/Build Entity was selected after a determination that its proposal was the most advantageous to the Principal Representative pursuant to a request for proposal issued and awarded on \_\_\_\_\_; and

**WHEREAS,** the Design/Build Entity and the Principal Representative have negotiated the terms of this Agreement pursuant to Section 24-103-203, C.R.S., as amended.

**WITNESSETH,** That the Principal Representative and the Design/Build Entity agree as follows:

**ARTICLE 1. PERFORMANCE OF THE WORK**

## 1.1 PERFORMANCE OF THE WORK

1.1.1 The Design/Build Entity will design and construct the Project within the Contract Price specified, and the Design/Build Entity will furnish all the labor and materials to perform all the Work, including design, for the complete and prompt execution of the Project in accordance with the Contract Documents.

1.1.2 In the performance of the Work under this Agreement, the Design/Build Entity acknowledges that time is critical for Project delivery and that portions of the Work could have their design completed as separate Construction Phase(s) and under construction before other portions of the Work are fully designed. It is further recognized that this accelerated approach to construction is a concept that requires maximum cooperation between all parties.

1.1.3 The Principal Representative acknowledges that the Design/Build Entity shall provide \_\_\_\_ (\_\_) Construction Phase(s) to accomplish the Work as mutually agreed upon. In the event the Principal Representative for any reason within the Principal Representative's control, requests more than \_\_\_\_ (\_\_) Construction Phase(s) to be furnished by the Design/Build Entity, the Principal Representative shall make arrangement with Design/Build Entity for the additional Construction Phase(s) desired and shall directly compensate the Design/Build Entity for all fees and cost associated therewith.

1.1.4 The Design/Build Entity agrees to use best efforts, to cooperate fully with the Principal Representative in the design and construction aspects of the Work, and to keep within the Principal Representative's monetary limitations, as stipulated above.

1.1.5 The organization of the Specifications into division, section, and article, and the arrangement of Drawings shall not control the Design/Build Entity in dividing the Work among any level of subcontractors or in establishing the extent of the work to be performed by any trade.

1.1.6 The Contract Price includes plumbing and electrical building permits from appropriate entities and any other building permits as directed by the Principal Representative.

## 1.2 CONTRACT DOCUMENTS

1.2.1 The Contract Documents as enumerated in Article 1 of the General Conditions of the Design/Build Agreement (SC-8.1) are essential parts of this Agreement and are fully incorporated herein.

## **ARTICLE 2. DESIGN/BUILD ENTITY'S SERVICES**

The Design/Build Entity shall perform the following services under this Agreement in each of the phases described below:

### PRE-CONSTRUCTION SERVICES

## 2.1 AVAILABLE FUNDS

2.1.1 The Design/Build Entity acknowledges that the Principal Representative is limited in the sum available to design and construct the Project. Should funding of a lesser amount be made available for the Project, it is the obligation of the Principal Representative to revise the Project Scope consistent with the ultimate appropriation.

## 2.2 CONSULTATION AND VALUE ENGINEERING

2.2.1 The Design/Build Entity shall provide consultation throughout the Preconstruction and Construction Phases including but not limited to the furnishing of Value Engineering Services to identify cost effective changes in the State's specifications that will result in reducing the Contract Price without impairing essential functions or characteristics. The object of the Value Engineering is to achieve optimum value for each construction dollar spent and keep the time of completion and cost of the Work within the time and fiscal constraints set forth throughout the Contract Documents. In cooperation with the Principal Representative, the Design/Build Entity shall:

- .1 Formulate and evaluate alternative designs, systems, materials, etc.;
- .2 Provide cost estimates of the alternatives to be evaluated. Cost estimates shall include industry standard operating and maintenance costs when appropriate to evaluate life-cycle costs of the alternatives. The Design/Build Entity shall review the cost estimate at the completion of the Schematic Design Phase and include an analysis and commentary as to any discrepancies observed in the report referenced in 3.2.1 below;
- .3 Evaluate the alternatives on the basis of costs, time schedules, availability of labor and materials, construction feasibility, etc.; and
- .4 With the assistance of the Architect/Engineer, prepare written reports at the end of the Design Development Phase summarizing the Value Engineering activities.

2.2.2 The Principal Representative shall participate in the formulation and evaluation of alternatives in the Value Engineering activity.

## 2.3 COST ESTIMATING

2.3.1 Contingency Management: The parties have not included, other than allowances specified, any Principal Representative's contingency in the Contract Price. The Design/Build Entity is responsible for performing in accordance with the Contract Documents, in exchange for the payment of the Contract Price by the Principal Representative. Any adjustments in the Contract Price will be governed by the General Conditions of the Design/Build Agreement.

2.3.2 Construction Cost: Development of the Schedule of Values shall include, without duplication:

- .1 All labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work;
- .2 Any allowance designated by the Principal Representative;
- .3 The compensation for services and the cost of work provided by the Design/Build Entity;

- .4 All bond premiums and costs of insurance;
- .5 Contingencies for bidding, price escalation, and construction; and
- .6 All design and drafting services.

2.3.3 The Construction Costs shall include the compensation of the Architect/Engineer and, the Architect/Engineer's mechanical, electrical, plumbing and any other consultant required in the Request For Proposal or any other sums due the Architect/Engineer and its consultants, but shall not include the costs of land, right of way, financing or other costs, which are the responsibility of the Principal Representative. With prior approval of the Principal Representative, the Design/Build Entity shall contract with the Architect/Engineer to perform services in connection with the Project.

## 2.4 DESIGN SERVICES

2.4.1 Design services shall be performed by qualified architects/engineers and other professionals selected and paid by the Design/Build Entity. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Build Entity. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Build Entity and acting in the interest of the Design/Build Entity. Nothing contained herein shall create any contractual relationship between subcontractors, architects/engineers and/or suppliers with the Principal Representative.

2.4.2 Design/Build Entity shall be responsible to the Principal Representative for acts and omissions of the Design/Build Entity's employees, subcontractors, agents and parties in privity of contract with the Design/Build Entity to perform any portion of the Work, including all design elements of the Project.

2.4.3 The Design/Build Entity is not licensed as an architect or engineer in the State of Colorado and is not authorized by law to perform design services. Accordingly, the Design/Build Entity will not perform design services pursuant to this Agreement, but will furnish and warrant such design services as otherwise herein provided as a subcontractor. Prior to designating a professional to perform any of these services, the Design/Build Entity shall submit the name, together with a resume of training and experience in the work of like character and magnitude for the Project being contemplated, to the Principal Representative, and receive approval in writing therefrom.

2.4.4 The Architect/Engineer shall make certain to the best of its knowledge, information and belief, that the drawings and specifications prepared by it are in compliance with the Approved Codes as adopted by State Buildings Programs (as a minimum standard) as indicated in Exhibit H, Approved Codes. Other more restrictive standards as specified by the Principal Representative are as indicated in Exhibit H. 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 Plan Reviews Procedures and Building Inspections, Exhibit I.

2.4.5 No design consultant or subcontractor, not already approved by the Principal Representative, shall be engaged to 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 provide a waiver, in writing, in respect to the particular consultant or subcontractor.

2.4.6 The Design/Build Entity shall review with the Principal Representative alternative approaches to design and construction of the improvements.

2.4.7 The Design/Build Entity has submitted to the Principal Representative a preliminary design for the work and a proposed schedule for completion of the improvements for the Project in the technical proposal, Exhibit A, and the cost proposal, Exhibit B. Prior to the development of Construction Documents, the Design/Build Entity shall provide Design Development Phase drawings for review which shall resolve outstanding issues with the preliminary design and shall fix all design elements and Construction Phase(s) of the Project for final review by the Principal Representative.

2.4.8 At intervals appropriate to the progress of the Design Development Phase, the Design/Build Entity shall provide the Principal Representative with copies of all materials, documents, and studies necessary to permit the Principal Representative to monitor, review, provide input to, and any necessary acceptance of, the Design Development Phase in progress and completed components thereof.

2.4.9 The Design/Build Entity shall provide no fewer than \_\_\_\_ ( ) complete sets of Drawings, Specifications, and such other documents necessary to fully illustrate the complete Design Development Phase to the Principal Representative for the Principal Representative's approval.

2.4.10 For the Principal Representative's review and approval of the complete Design Development submittal, the Design/Build Entity shall also include the Design/Build Entity's updated Scope Narrative for the Project.

2.4.11 The Principal Representative's final Design Development Phase review must be completed within \_\_\_\_ ( ) days, excepting holidays, commencing with the date of receipt of the complete documents by the Principal Representative. Final review by State Buildings Programs Code Review Agents, are conducted separately from the Principal Representative review and shall be coordinated by the Design/Build Entity per 2.4.4 hereof.

2.4.12 The Design/Build Entity shall respond to all written Design Development Phase review comments in a written, tabular format. Any reviews held in meeting format shall be documented by the Design/Build Entity and copies distributed as directed by the Principal Representative. The Design/Build Entity shall record minutes of all design meetings and distribute them to all participants of the meeting. The Design/Build Entity shall be responsible for resolving review comments and obtaining necessary approvals prior to proceeding with the Construction Documents.

2.4.13 Upon final review and approval of the Design Development Phase, the Design/Build Entity shall develop and submit Construction Documents and Specifications coordinated with the Construction Phase schedule as follows:

1. A Minimum thirty percent complete Construction Documents;
2. A Minimum sixty percent complete Construction Documents; and
3. A Minimum one hundred percent complete Construction Documents.

2.4.14 The Construction Documents (CDs) shall be developed and submitted in accordance with the information and detail required for each Construction Phase and shall illustrate the

extent and scope of work fixed directly or indirectly by the previous and corresponding Construction Phase(s) and work related to it. Upon review and approval of each CD submittal, the Principal Representative shall issue a Notice to Proceed to Commence Construction Phase for that related Construction Phase.

2.4.15 The thirty percent complete CD submittal shall contain all information required for and related to the Construction Phase \_\_\_\_ (\_\_\_), including, but not limited to the following:

1. Analysis of the Project as it relates to applicable codes, a complete State Buildings Program Code review and a Fire Code Compliance Plan.
2. Any changes made to the Technical Proposal, Exhibit A, as a result of the Design Development review.
3. Site Development Drawings, defining the proposed scope of development including demolition, earthwork, surface development, grading and drainage analysis and utility infrastructure; and confirm accessibility and other design requirements as indicated in the Request for Proposal, Exhibit D.
4. Complete stamped, engineered drawings for foundation and slab design in conformance with the requirements of the Geotechnical Report dated \_\_\_\_\_ as provided in the Request For Proposals, Exhibit D.
5. Dimensioned floorplans indicating all interior wall, exterior wall and structural elements and any other dimensions necessary for the engineered foundation plans, and including proposed movable equipment and furnishings, label rooms with square footage size.
6. Exterior elevations, including detailed material notes, vertical dimensions as appropriate and any information necessary to the development of engineered foundation plans.
7. Building and wall sections with information in sufficient detail to define the basic building structure and any additional scope related to or affected by Construction Phase(s).
8. Cut-sheets, materials, equipment and system components, including all such items normally specified under the CSI format Divisions 4, 6 through 9, and 13 through 16, as they related to the 30% CD submittal.
9. All mechanical, electrical, and plumbing systems and equipment affected directly or indirectly by the scope of the Construction Phase(s).
10. Outline specifications, including Division 1, using CSI format, identifying conditions of the Agreement, materials, and standards of quality.
11. An updated schedule, including a timetable for submission of any other designs required due to change orders or Value Engineering.
12. An updated Scope Narrative for the Project.

2.4.16 The Design/Build Entity shall provide no fewer than \_\_\_\_ ( ) complete sets of Drawings, Specifications, and such other documents necessary to fully illustrate the 30% complete CDs to the Principal Representative for the Principal Representative's approval.

2.4.17 The Design/Build Entity shall make certain that to the best of its knowledge, information and belief, the CD Drawings and Specifications prepared by it are in full compliance with all applicable codes, regulations, laws and ordinances, including both technical and administrative provisions thereof. It shall be the responsibility of the Design/Build Entity to submit documents and secure approvals as required for State Buildings Program's Code Compliance Review as per 2.4.4 hereof.

2.4.18 Upon the Principal Representative's review and approval of the 30% CD submittal, the Design Entity shall prepare, for review and approval by the Principal Representative a 60% complete CD submittal, including all information required by and related to Construction Phase(s) \_\_\_\_\_. The submittal will consist of construction documents at 60% complete, including Project Specifications in CSI format and further development of all items required in the 30% submittal as provided in 2.4.15 hereof. The Design/Build Entity shall furnish no fewer than \_\_\_\_ ( ) complete sets of all 60% documents and Construction Phase(s) \_\_\_\_\_ for review by the Principal Representative.

2.4.19 Upon the Principal Representative's review and approval of the 60% complete CD submittal, the Design/Build Entity shall prepare, for the Principal Representative's final review and approval, a 100% complete CD submittal, including all information required in Construction Phase(s) \_\_\_\_\_ and all drawings and specifications necessary for completion of the Project. This submittal shall also include the Design/build Entity's final Scope Narrative for the Project.

2.4.20 These 100% and final Construction Phase(s) documents, when submitted for approval shall include a minimum of \_\_\_\_ ( ) complete sets of the following for the Principal Representative's review:

- .1 Complete architectural, civil, site development, utility, structural, mechanical and electrical drawings. The Architect/Engineer shall provide record sets of prints of the Construction Documents which bear the seal of the professional license and the signature of the appropriate consultants;
- .2 Complete sets of all of the Construction Phase(s) Documents including specifications in CSI format;
- .3 The title sheet shall contain the International Building Code occupancy type, construction type, gross square footage, net square footage, gross building volume and code compliance report, and the area and volume take-off;
- .4 A Code Compliance Review and Fire Code Compliance Plan that defines area separations, fire and smoke barriers, exits, exit passages, exit enclosures and fire protection or alarm systems.
- .5 The final Construction Phase(s).

2.4.21 It shall be the responsibility of the Design/Build Entity to establish a design submittal and review schedule in conjunction with the Principal Representative as directed that is mutually acceptable.

2.4.22 The final Construction Documents shall be subject to the final approval by the Principal Representative, State Buildings Program and other reviewing authorities. The Principal Representative's final review must be completed within \_\_\_\_ (\_\_) days, excepting holidays, commencing with the date of receipt of the complete documents by the Principal Representative. Final review by State Buildings Programs Code Review Agents, are conducted separately from the Principal Representative review and shall be coordinated by the Design/Build Entity per 2.4.4 hereof.

2.4.23 The Design/Build Entity shall respond to all written Construction Document review comments in a written, tabular format. Any reviews held in meeting format shall be documented by the Design/Build Entity and copies distributed as directed by the Principal Representative. The Design/Build Entity shall record minutes of all design meetings and distribute them to all participants of the meetings. The Design/Build Entity shall be responsible for resolving review comments and obtaining necessary approvals prior to proceeding with the work.

2.4.24 In addition to the copies required for the preceding Design Phases, the Design/Build Entity shall furnish sufficient sets of the CDs to insure distribution among subcontractors and reviewing authorities as directed by the Principal Representative.

2.4.25 The Design/Build Entity is responsible for the cost of all expenses including but not limited to the reproduction requirements outlined in this Article 2. The Principal Representative shall pay for any additional review sets required in addition to those sets specified above.

2.4.26 The Design/Build Entity shall review the Drawings and Specifications as such are prepared, and shall recommend alternative solutions whenever design details affect construction feasibility, schedules or costs.

2.4.27 The Design/Build Entity shall divide the Work in the Drawings and Specifications to facilitate the bidding and awarding of sub-subcontracts, allowing for phased construction and funding, if practicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, etc.

2.4.28 Prior to submission for review and approval, the Design/Build Entity shall review Drawings and Specifications with the Architect/Engineer to (1) eliminate areas of conflict, overlapping trade jurisdictions and overlapping Work to be performed by the various sub-subcontractors, (2) endeavor to confirm that all Work has been included, and (3) allow for phased construction. It is the responsibility of the Design/Build Entity to submit complete, coordinated drawings and specifications. All submittals made under the terms of this Agreement must be complete per the requirements of Article 2 and include all required materials at the time of submittal. Incomplete submittals will not be reviewed by the Principal Representative, and the review periods of 2.4.11 and 2.4.22 shall not commence until complete submittals have been received under the terms of this Agreement. If the Principal Representative exceeds the \_\_\_\_ (\_\_) day review period for any complete submittal made under the terms of this Agreement, and such time extension is shown to cause a delay in the critical path, the Design/Build Entity shall have the right to add the corresponding calendar days of delay to the overall Project construction schedule.

2.4.29 The Design/Build Entity shall develop a Construction Schedule based upon the Architect/Engineer's design efforts and design schedule as approved by the Principal Representative, and which is coordinated and integrated therewith.

2.4.30 The Design/Build Entity and the Architect/Engineer and its Consultants shall attend all preconstruction meetings with the Principal Representative and such additional meetings as the Principal Representative may request. All preconstruction meetings shall be scheduled by the Design/Build Entity with the approval of the Principal Representative. All additional meetings shall be scheduled by the Principal Representative.

## CONSTRUCTION PHASE

### 2.5 CONTROL OF THE WORK

2.5.1 The Design/Build Entity shall supervise and direct the work of its subcontractors and shall coordinate the Work with the activities and responsibilities of the Principal Representative to complete the Project in accordance with the Principal Representative's objectives of cost, time and quality and subject to the terms and conditions of the General Conditions of the Design/Build Agreement (SC-8.1).

2.5.2 The Design/Build Entity shall establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team.

2.5.3 The Design/Build Entity shall schedule and conduct weekly progress meetings at which the Principal Representative, Architect/Engineer, Architect/Engineer's Consultants, and Design/Build Entity can discuss jointly such matters as procedures, progress, schedule, costs, quality control and problems.

2.5.4 The Design/Build Entity shall record and distribute minutes of all construction meetings.

2.5.5 The Design/Build Entity shall assist in developing and implementing a system for the preparation, processing and tracking of Modification, Amendments and Change Orders and recommend necessary -or desirable changes to the Principal Representative.

2.5.6 The Design/Build Entity shall propose and implement an approved procedure for coordinating and tracking all required Code Compliance Building Inspections as indicated on the Building Inspection Record (BIR) as provided by the State Buildings Programs approved Code Review Agent at the appropriate Construction Phase(s) as described in the attached Code Compliance Plan Review Procedures and Building Inspections, Exhibit I.

### 2.6 COST CONTROL

2.6.1 The Design/Build Entity shall develop and monitor an effective system of Project cost control, incorporate approved changes as they occur and develop cash flow reports and forecasts as required.

### 2.7 START UP

2.7.1 The Design/Build Entity, with the Principal Representative's maintenance staff and/or consultant, shall direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing/commissioning as required in the Scope Narrative with the subcontractors of all tiers.

## **ARTICLE 3. OWNERSHIP OF DOCUMENTS**

### **3.1 INSTRUMENTS OF SERVICE**

3.1.1 Drawings, specifications and other documents, including 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.

3.1.2 Upon execution of this Agreement and the contract between the Design/Build Entity and the Architect/Engineer, the Architect/Engineer shall grant 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 the purposes of constructing, using and maintaining the Project 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, 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 and additions to the Instruments of Service solely for the purposes of completing, using and maintaining the Project for future alterations or additions to the Project.

3.1.3 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 default, nothing in this Article shall be deemed to relieve the Architect/Engineer of liability for its own acts or omissions or default.

### **3.2 AS-BUILT DRAWINGS/RECORD DRAWINGS**

3.2.1 The Architect/Engineer and its consultants shall, upon completion of the Construction Phase, receive redline As-Built Drawings from the Design/Build Entity. 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 as received from the Design/Build Entity.

## **ARTICLE 4. TIME OF COMMENCEMENT AND COMPLETION**

### **4.1 COMMENCEMENT**

4.1.1 The Contract Time shall commence on the Effective Date of this Agreement but no Work shall be performed prior to the Principal Representative issuing a Notice to Proceed to Commence Design Phase contingent upon the delivery of all bonds, and insurance certificates

and the Certification and Affidavit Regarding Unauthorized Immigrants as required to be furnished by the Design/Build Entity as described on the Notice of Award.

4.1.2. The Construction Phase shall commence on the date of first Notice to Proceed to Commence Construction Phase as issued by the Principal Representative as provided in 2.4.14 hereof.

#### 4.2 COMPLETION

4.2.1. The Design/Build Entity agrees to Substantially Complete the Project within \_\_\_\_ calendar days from the date of the Notice to Proceed to Commence Design Phase, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within \_\_\_\_ calendar days for a total time of completion of the entire Project of \_\_\_\_ calendar days. The Contractor shall perform the Work with due diligence to completion.

### **ARTICLE 5. CONTRACT SUM**

#### 5.1 CONTRACT LUMP SUM PRICE

5.1.1 The Design/Build Entity will be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Article 32, 34 and 35 of the General Conditions of the Design/Build Agreement (SC-8.1) the lump sum contract price of \$\_\_\_\_\_ dollars and no/100 (\$\_\_\_\_)(the "Contract Price").

#### 5.2 CONDITION PRECEDENT

5.2.1 Financial obligations of the Principal Representative payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available.

5.2.2 Condition Precedent: At the time of the execution of this Agreement, there are sufficient funds budgeted and appropriated to compensate the Design/Build Entity only for performance of the Work through and including \_\_\_\_\_. Therefore, it shall be a Condition Precedent to the Design/Build Entity's performance of the remaining Work specified in \_\_\_\_\_ and the State's liability to pay for such performance, sufficient funding must be made available to the Principal Representative for the Project prior to \_\_\_\_\_ and, as a further Condition Precedent, a written Amendment to this Agreement 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 Design/Build Entity's obligation to perform Work for \_\_\_\_\_ and the State obligation to pay for such Work is discharged without liability to each other. If funding is eventually made available after \_\_\_\_\_, the Design/Build Entity has no right to perform the work under \_\_\_\_\_ of this Agreement and the State has no right to require the Design/Build Entity to perform said Work.

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

**THE DESIGN/BUILD ENTITY:**

**STATE OF COLORADO**, acting by and through: *(Insert Name & Title of Agency or IHE)*

\_\_\_\_\_  
Legal Name of Contracting Entity

By: \_\_\_\_\_  
*(Insert Name & Title of Person Signing for Agency or IHE)*

Date: \_\_\_\_\_

\_\_\_\_\_  
\*Signature

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

By \_\_\_\_\_  
Name (print) Title

By: \_\_\_\_\_  
*(Insert Name of Authorized Individual)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED**  
DEPARTMENT OF LAW  
ATTORNEY GENERAL (or authorized Delegate)

By: \_\_\_\_\_  
*(Insert Name of Authorized Individual)*

Date: \_\_\_\_\_

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Design/Build Entity is not authorized to begin performance until such time. If Design/Build Entity begins performing prior thereto, the State of Colorado is not obligated to pay Design/Build Entity for such performance or for any goods and/or services provided hereunder.

**APPROVED:**  
STATE OF COLORADO  
STATE CONTROLLER'S OFFICE  
State Controller (or authorized Delegate)

By: \_\_\_\_\_  
*(Insert Name of Authorized Individual)*

Date: \_\_\_\_\_

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT A**

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**DESIGN/BUILD ENTITY'S TECHNICAL PROPOSAL**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT B**

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**DESIGN/BUILD ENTITY'S COST PROPOSAL**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT C**

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**DESIGN/BUILD ENTITY'S SCOPE NARRATIVE**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT D**

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**THE REQUEST FOR PROPOSALS**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT E**

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**PERFORMANCE BOND (SC-6.22)**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT F**

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**LABOR AND MATERIAL PAYMENT BOND (SC-6.21)**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT G**

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**INSURANCE CERTIFICATES** (INCLUDING PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE)

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT H**

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**APPROVED CODES**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT I**

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**CODE COMPLIANCE PLAN REVIEW PROCEDURES AND BUILDING INSPECTIONS**

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT J**

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**CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS** (REQUIRED AT CONTRACT SIGNING PRIOR TO COMMENCING WORK)

DRAFT

**STATE OF COLORADO  
DESIGN/BUILD AGREEMENT  
(STATE FORM SC-8.0)**

**EXHIBIT K**

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

DRAFT