

**STATE OF COLORADO
STATE BUILDINGS AND REAL ESTATE PROGRAMS**

**ARCHITECT/ENGINEER AGREEMENT STANDARD FORMAT
(STATE FORM SC-5.1)**

ARTICLE 8. INSURANCE

8.1 COMMERCIAL GENERAL LIABILITY

8.1.1 It is agreed and understood Architect/Engineer shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workmen's compensation and employer's liability insurance pursuant to the State insurance requirements as defined below:

- .1** The Architect/Engineer shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts.
 - .a** **Standard Workers' Compensation and Employer's Liability** as required by State of Colorado statute, including occupational disease, covering all employees at the work site.
 - .b** **General Liability** (minimum coverage)
 - .1** Combined single limit of \$600,000 written on an occurrence basis.
 - .2** Any aggregate limit will not be less than \$1 million.
 - .3** The Architect/Engineer must purchase additional insurance if claims reduce the annual aggregate below \$600,000.
 - .c** **Automobile Liability** (minimum coverage) in the amount of \$600,000 combined single limit.
- .2** The State of Colorado, State Board of Agriculture, and/or Colorado State University and The City of Fort Collins shall be named as an additional insured on each commercial general liability policy.
- .3** The insurance shall include provisions preventing cancellation without 45 calendar days prior written notice, by certified mail to the Principal Representative.
- .4** 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 the Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of Architect/Engineer, any Consultant or associate thereof, or anyone directly or indirectly employed by Architect/Engineer. Architect/Engineer shall submit a Certificate of Insurance at the signing of this Agreement and also any notices of Renewal of said Policy as they occur.

8.2. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

8.2.1 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 and Real Estate 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 the 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. INDEMNIFICATION

9.1 INDEMNIFYING THE STATE AND CITY

9.1.1 To the extent authorized by law, the Architect/Engineer shall indemnify, save and hold harmless the State of Colorado, State board of Agriculture, and/or Colorado State University, and The City of Fort Collins, 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, subcontractors 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 contractors or assignees, or other parties not under the control of or responsible to the Architect/Engineer.