

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



**REQUEST FOR QUALIFICATIONS  
FOR  
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES**

**RFQ # UNC 24 04 Bishop Lehr Hazardous Material Survey and Abatement Design**

**Project A-2447**

**For The**

**UNIVERSITY OF NORTHERN COLORADO**

**For The**

**COLLEGE OF OSTEOPATHIC MEDICINE (COM)**

**March 2024**

**REQUEST FOR QUALIFICATIONS  
FOR  
ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES**

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**ARCHITECTURAL/ENGINEERING/CONSULTING SERVICES  
REQUEST FOR QUALIFICATIONS  
University of Northern Colorado**

**I. INTRODUCTION**

**A. PROJECT DESCRIPTION**

The University of Northern Colorado is requesting Statements of Qualification from firms for preparation of a hazardous materials and asbestos survey and abatement design for the University of Northern Colorado College of Osteopathic Medicine (COM) / Bishop Lehr Hall demolition project.

The new College of Osteopathic Medicine (COM) at the University of Northern Colorado (UNC) is a new graduate program training students to become Doctors of Osteopathic Medicine (DO).

The College of Medicine (approximately 101,871 GSF) will be located on the current Bishop Lehr site on the southwest corner of the 11<sup>th</sup> Ave & 22<sup>nd</sup> St intersection.

Construction of the new College of Medicine will require demolition of Bishop Lehr Hall, a former K-12 laboratory school on campus. Bishop Lehr Hall was constructed in 1961 and is approximately 135,000 GSF.

The COM building will be constructed using a design/build delivery method. The total project budget is \$127,542,148. The estimated "Fixed limit of Construction Cost" for the project is \$99,666,792. Construction funding is currently being requested as part of the 2024 Colorado legislative session.

Minimum Requirements are as follows:

Minimum Requirements for this project include a license to practice Engineering and provide Certified Industrial Hygiene services in Colorado, and completion of projects of similar scope and complexity.

Scope will include, but not be limited to the following:

- Assist UNC College of Medicine Design/Build Team by performing hazardous and asbestos surveys and providing a written report of the findings as is typical for a project of this size and complexity.
- Prepare design and construction documents for abatement of identified hazardous materials in cooperation with the design/build team.
- Provide project management services during abatement including, but not limited to, air monitoring and clearance testing.

**B. SELECTION PROCESS**

The selection of an architect/engineer/consultant will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will involve two stages:

submittals will be screened and scored. A limited number of firms will be short listed and invited to participate in oral interviews. The University of Northern Colorado will attempt to negotiate a contract with the highest ranked firm following the interview segment. Following is additional information relative to the selection process:

1. Mandatory Pre-submittal Conference: **NONE** – UNC is NOT holding a pre-submittal conference due to the amount of time / money it costs design firms to attend these meetings. Since this is a qualification based selection process, site tours and building details typically provided at pre submittal meetings are not necessarily needed for submittal preparation. HOWEVER, without a mandatory pre-submittal meeting UNC will not know which firms are interested in pursuing this project. As such, the asking of questions, and the issuance of answers to all interested firms will be handled as outlined below:
  - Questions must be emailed to the following email address by **5 PM, on March 22, 2024**
    - [Kirk.Leichtner@unco.edu](mailto:Kirk.Leichtner@unco.edu)
  - Answers to questions received by the deadline listed above will be posted on UNC's Planning & Construction Website (see below) by **5 PM on March 27<sup>th</sup>, 2024**.  
[Planning and Construction \(unco.edu\)](http://unco.edu/planning-and-construction)
2. Architect/Engineer/Consultant's Submittals: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, three (3) copies of submittals must be provided. Submittals must be received at:

University of Northern Colorado  
Parsons Hall – Construction Services Office  
501 20th St  
Greeley, CO 80639

Deadline for receipt (whether mailed or hand delivered) is **April 3, 2024 2:00 PM**

Late submittals will be rejected without consideration. The University of Northern Colorado and the State of Colorado assume no responsibility for costs related to the preparation of submittals.

3. Screening Panel/Short List: Submittals will be evaluated by a panel of individuals selected in accordance with state policies. The panel will review and score the submittals. Firms ranked the highest will be invited to an oral interview. It is anticipated no fewer than three (3) or no more than five (5) will be interviewed.
4. Oral Interviews. It is anticipated that oral interviews will be conducted during the week of April 25 – May 1, 2024. Interviews will be conducted at: UNC Facilities Management, Parsons Hall Training Room, 501 20<sup>th</sup> Street, Greeley CO. The time for interviews is to be determined. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing about the project approach proposed and in meeting the individuals who will act as the primary contacts with the University of Northern Colorado.

## C. SCHEDULE

Following is a detailed schedule of events for the RFQ process and an outline of the schedule for the balance of the project.

Advertisement	March 11, 2024
Mandatory Pre-submittal Conference/ Tour	NONE
Date Email Questions Due	March 22, 2024 5:00 PM
Date Email Answers posted to website	March 27, 2024 5:00 PM
RFQ Submittal Due	April 3, 2024 2:00 PM
Interview List Released	April 17, 2024
Oral Interviews (as scheduled)	April 25 – May 1, 2024
Negotiation of A/E Contract	May 2 – May 29, 2024
Contract Approval (projected)	May 30, 2024
Anticipated A/E professional Services - Start	June 1, 2024
Anticipated Construction Services – Start - Finish	July 2024 – August 2026

## II. SUBMITTAL REQUIREMENTS

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFQ document. **(Note that the primary focus of the prequalification evaluation will be the firm(s) capability and the primary focus of the oral interview will be the proposed Project Management Team members capabilities.)**

Appendix C, Acknowledgement and Attestation Form must be fully completed and certified.

The following are elements that will be used to evaluate each firm's qualifications:

### A. PROJECT TEAM

Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

- Qualifications and relevant individual experience.
- Unique knowledge of key team members relating to the project.
- Experience on projects as a team.
- Key staff involvement in project management and on-site presence.
- Time commitment of key staff.
- Qualifications and relevant subconsultant experience.

### B. FIRM/TEAM CAPABILITIES

- Are the lines of authority and coordination clearly identified?
- Are essential management functions identified?
- Are the functions effectively integrated? (e.g., subconsultants' role delineated)?
- Current and projected work load.

Note: Organization charts and graphs depicting your capacity may be included.

### **C. PRIOR EXPERIENCE**

Use this portion of your submittal to describe relevant experiences with the project type described in this RFQ document and various services to be provided.

- Experience of the key staff and firm with projects of similar scope and complexity.
- Demonstrated success on past projects of similar scope and complexity.
- References.

Note: Include the name and current telephone number of the owner's project manager for every project listed.

### **D. PROJECT APPROACH**

For the project and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Budget Methodology/Cost Control.
  - Establish and maintain estimates of probable cost within owner's established budget.
  - Control consultant contract costs
  - Coordinate value engineering activities
- Quality Control Methodology.
  - Insure State procedures are followed
  - Insure the project is designed for durability and maintainability
- Schedule.
  - Manage the required work to meet the established schedule

### **E. WORK LOCATION**

Describe where the prime and subconsultants will do the key work elements of this project.

- Proximity of firms office as it may affect coordination with the State's project manager and the potential project location.
- Firm's familiarity with the project area.
- Knowledge of the local labor and material markets.

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## Appendix A

### STATE BUILDINGS PROGRAMS PRELIMINARY SELECTION/EVALUATION FORM ARCHITECT/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the first step, i.e. short listing, of an architectural/engineering/consulting services selection process.)

Evaluator #: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Project: \_\_\_\_\_

#### RFQ REFERENCE

MINIMUM REQUIREMENTS

Y \_\_\_\_ N \_\_\_\_

If the minimum requirements have not been met, specify the reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgment and Attestation included:

Y \_\_\_\_ N \_\_\_\_

#### SCORE (PROJECT SPECIFIC QUALIFICATIONS):

Weight<sup>2</sup> x Rating<sup>3</sup> = Score

##### 1. PROJECT TEAM<sup>1</sup>

- Qualifications and relevant individual experience. 5 x \_\_\_\_ = \_\_\_\_
- Unique knowledge of key team members relating to the project. 5 x \_\_\_\_ = \_\_\_\_
- Experience on projects as a team. 5 x \_\_\_\_ = \_\_\_\_
- Key staff involvement in project management and on-site presence. 5 x \_\_\_\_ = \_\_\_\_
- Time commitment of key staff. 5 x \_\_\_\_ = \_\_\_\_

##### 2. FIRM CAPABILITIES<sup>1</sup>

- Are the lines of authority and coordination clearly identified 3 x \_\_\_\_ = \_\_\_\_
- Are essential management functions identified? 1 x \_\_\_\_ = \_\_\_\_
- Are the functions effectively integrated (e.g., subconsultants' roles delineated?) 1 x \_\_\_\_ = \_\_\_\_
- Current and projected work load. 3 x \_\_\_\_ = \_\_\_\_

##### 3. PRIOR EXPERIENCE<sup>1</sup>

- Experience of the key staff and firm with projects of similar scope and complexity. 5 x \_\_\_\_ = \_\_\_\_
- Demonstrated success on past projects of similar scope and complexity. 5 x \_\_\_\_ = \_\_\_\_
- References. 3 x \_\_\_\_ = \_\_\_\_

4. PROJECT APPROACH<sup>1</sup>

- Budget methodology/cost control. 1 x \_\_\_\_\_ = \_\_\_\_\_
- Quality control methodology. 2 x \_\_\_\_\_ = \_\_\_\_\_
- Schedule maintenance methodology. 2 x \_\_\_\_\_ = \_\_\_\_\_

5. WORK LOCATION<sup>1</sup>

- Proximity of firm's office as it may affect coordination with the state's project manager and the potential project location. 1 x \_\_\_\_\_ = \_\_\_\_\_
- Firm's familiarity with the project area. 1 x \_\_\_\_\_ = \_\_\_\_\_
- Knowledge of the local labor and material markets. 1 x \_\_\_\_\_ = \_\_\_\_\_

TOTAL SCORE: \_\_\_\_\_<sup>4</sup>

NOTES:

1. **Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
2. **Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
3. **Ratings:** Evaluator to assess the strength of each firms qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
4. **Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.



## Appendix A1

### STATE BUILDINGS PROGRAMS ORAL INTERVIEW SELECTION/EVALUATION FORM ARCHITECTURAL/ENGINEERING/CONSULTANT SERVICES

QUALIFICATION BASED SELECTION (This form is to be used in the second step, i.e. oral interview, of an architectural/engineering/consulting services selection process.)

Evaluator #: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Project: \_\_\_\_\_

#### SCORE (OVERALL QUALIFICATIONS)<sup>1</sup>:

Weight<sup>2</sup> x Rating<sup>3</sup> = Score

1. PROJECT TEAM<sup>1</sup> 25 x \_\_\_\_\_ = \_\_\_\_\_

2. TEAM CAPABILITIES<sup>1</sup> 8 x \_\_\_\_\_ = \_\_\_\_\_

3. PRIOR EXPERIENCE<sup>1</sup> 13 x \_\_\_\_\_ = \_\_\_\_\_

4. PROJECT APPROACH<sup>1</sup> 5 x \_\_\_\_\_ = \_\_\_\_\_

5. WORK LOCATION<sup>1</sup> 3 x \_\_\_\_\_ = \_\_\_\_\_

TOTAL SCORE: \_\_\_\_\_<sup>4</sup>

#### NOTES:

- 1. Criteria:** Agencies/Institutions are encouraged to include additional criteria that reflect unique characteristics of the project under each category to help determine the submitter's overall qualifications.
- 2. Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
- 3. Ratings:** Evaluator to assess the strength of each firms qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
- 4. Total Score:** Includes the sum of all criteria. Note: a passing score (as a percentage of the total points available) is optional and should be assigned by the agency/institution prior to evaluation.

## Appendix A2

### STATE BUILDINGS PROGRAM FINAL RANKING MATRIX

#### QUALIFICATION BASED SELECTION

(Use this form to rank and determine the most qualified architectural/engineering/consulting services firm for both the preliminary and interview evaluations.)

FIRM	QUALIFICATIONS SCORE <sup>1</sup>						CUMULATIVE <sup>2</sup> TOTAL SCORE	RANK <sup>3</sup>
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6		

**NOTES:**

1. Insert total score from each evaluator's PRELIMINARY SELECTION or INTERVIEW SELECTION/EVALUATION FORMS. The scores from the Preliminary Selection process are not used to determine the final score or ranking unless there is a tie score during Phase 2.
2. Add all evaluators' total scores to determine the cumulative score. NOTE: Each firm's cumulative total score should be as a percentage of the total points available.
3. Rank all firms with the highest scoring firm being the most qualified.

**Appendix B**

**ARCHITECT/ENGINEER/CONSULTANT CONTRACT  
(STANDARD FORMAT)**

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



**CONSULTANT AGREEMENT**  
(STATE FORM SC-5.3)

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STATE AGENCY: University of Northern Colorado

DEPARTMENT ID: XXXX

CONTRACT ID #: Insert CMS Number & Encumbrance Number

PROJECT #: A-2447

PROJECT NAME: College of Osteopathic Medicine Bishop Lehr Hazardous Material Survey and Abatement Design

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

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

**CONSULTANT AGREEMENT  
(STATE FORM SC-5.3)**

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**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 Consultant hereby swear and affirm that they are authorized to act on Consultant'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: A-2447 College of Osteopathic Medicine Bishop Lehr Hazardous Material Survey and Abatement Design  
 CMS Contract ID No.: Insert CMS Number & Encumbrance Number

<p align="center"><b>CONSULTANT*</b> INSERT-Legal Name of Consultant</p> <hr/> <p>By: Name &amp; Title of Person Signing for Consultant Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <hr/> <p>By: <i>Blaine Nickeson, Associate Vice President Administration</i> Date: _____</p>
<p><b>DEPARTMENT OF PERSONNEL &amp; ADMINISTRATION</b> STATE BUILDINGS PROGRAM State Architect (or authorized delegate)</p> <hr/> <p>By: <i>Nate Reinhard, Interim Assistant Vice President, Facilities Management</i> Date: _____</p>	
<p align="center">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 Title of IHE CFO per the Fiscal Rules of the individual Institution of Higher Education</p> <p align="center"><b>STATE CONTROLLER</b></p> <p align="center">By: _____ <i>Alex LeBlanc, State Controller Delegate</i></p> <p align="center">Effective Date: _____</p>	





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

**CONSULTANT AGREEMENT  
(STATE FORM SC-5.3)**

Department ID:	Insert Dept. Code	Contract ID #:	Insert Contract ID	Project #:	A-2447
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**PARTIES.** THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Board of Trustees for the University of Northern Colorado hereinafter referred to as the State or Principal Representative, and Insert Consultant's full Legal Name including "Inc.", "LLC" etc. having its offices at Street address, City, State and Zip Code hereinafter referred to as the Consultant.

**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 Consultant for any Work performed or expense incurred before the Effective Date.

**RECITALS:**

**WHEREAS**, the Principal Representative intends to procure College of Osteopathic Medicine Bishop Lehr Hazardous Material Survey and Abatement Design 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**, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

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

**NOW THEREFORE**, it is hereby agreed that

## **ARTICLE 1        SCOPE OF WORK**

The Consultant, in consideration of State's promises hereinafter made, promises to perform and accomplish all the work and services proposed, and in accordance with the terms and conditions set forth in the scope of work description and proposal dated \_\_\_\_\_, which documents are attached hereto and made a part hereof by reference as **Exhibit A**, (including the Consultant's Services Schedule). Consultant shall undertake and perform the necessary work and services (as detailed in the Consultant's Services Schedule outlining the required time to perform such work and services and including Principal Representative review times) as is customarily done in the professional practice of Consulting in the community for undertakings of similar character, scope and magnitude.

## **ARTICLE 2        COMPENSATION**

In consideration for the performance of the said work and services including a not-to-exceed price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed Insert dollar value written in words Dollars (\$ \_\_\_\_\_) as noted in Exhibit A. Payments to the Consultant shall be made monthly based upon Consultant's performance and progress, through a properly executed Application for Payment (SC-7.1). Payments shall be due per C.R.S. § 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.

## **ARTICLE 3        REIMBURSABLE EXPENSE**

Reimbursable expenses are in addition to the compensation for said work and services and include actual expenditures made by the consultant and its employees 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 consultant understands and agrees that a certain dollar amount as enumerated in EXHIBIT A, Consultant's Proposal has been established as a maximum amount to be paid for all reimbursable expenses. 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.

## **ARTICLE 4        AGREEMENT EXPIRATION**

Unless sooner terminated, this Agreement shall remain in effect until the work and services are completed and accepted by the Principal Representative.

## **ARTICLE 5            TERMINATION OF AGREEMENT**

### ***DEFAULT***

Should the other party fail substantially to perform in accordance with its terms through no fault of the other, this Agreement may be terminated by either party upon thirty (30) days written notice with copies filed with the State Controller.

### ***TERMINATION FOR CONVENIENCE OF STATE***

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 Consultant 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.

After receipt of the Notice of Termination, the Consultant 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.

## **ARTICLE 6            CONSULTANT'S ACCOUNTING RECORDS**

Records of the Consultant's Direct Personnel, Consultant, and reimbursable Expense pertaining to this Agreement and records of accounts between the Principal Representative and Consultant shall be kept on a generally recognized accounting basis and shall be available to the Principal Representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

## **ARTICLE 7            INSURANCE**

### ***GENERAL***

The Consultant shall procure and maintain all insurance requirements and limits as set forth below, at their own expense, for the length of time set forth in Contract requirements. The Consultant 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 Program 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".

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

This insurance must protect the Consultant 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 Consultant or by any Subcontractor under them or anyone directly or indirectly employed by the Consultant 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:

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

**AUTOMOBILE LIABILITY INSURANCE**

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

**WORKERS COMPENSATION INSURANCE**

The Consultant shall procure and maintain Workers' Compensation Insurance at their 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 Consultant 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 Consultant 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 Consultant shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected

**PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

(If this contract is for one of the following professional pre-design services such as; geotechnical investigation and reporting, environmental assessment or land surveying or for construction

administrative services such as material testing, than the following Professional Errors and Omissions Liability Insurance coverage applies).

The Consultant 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 Program. 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 Consultant 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 Consultant, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/Engineer. The Consultant 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 8 COLORADO SPECIAL PROVISIONS**

### ***STATUTORY APPROVAL, C.R.S. § 24-30-202(1)***

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

### ***FUND AVAILABILITY, C.R.S. § 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.

### ***GOVERNMENTAL IMMUNITY***

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

## ***INDEPENDENT CONTRACTOR***

Consultant shall perform its duties hereunder as an independent Consultant and not as an employee. Neither Consultant nor any agent or employee of Consultant shall be deemed to be an agent or employee of the State. Consultant shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Consultant 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 Consultant or any of its agents or employees. Consultant shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Consultant shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

## ***COMPLIANCE WITH LAW***

Consultant shall 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.

## ***CHOICE OF LAW, JURISDICTION, AND VENUE***

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

## ***PROHIBITED TERMS***

Any term included in this Contract that requires the State to indemnify or hold Consultant harmless; requires the State to agree to binding arbitration; limits Consultant's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

## ***SOFTWARE PIRACY PROHIBITION. SOFTWARE PIRACY PROHIBITION***

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. Consultant hereby certifies and warrants that, during the term of this Contract and any extensions, Consultant has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Consultant 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.

## ***EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST***

C.R.S. § 24-18-201 and C.R.S. § 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. Consultant

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Consultant services and Consultant shall not employ any person having such known interests.

### ***VENDOR OFFSET AND ERRONEOUS PAYMENTS***

C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4

Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Consultant in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Consultant by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Consultant, or by any other appropriate method for collecting debts owed to the State.

## **ARTICLE 9**

## **MISCELLANEOUS PROVISIONS**

### ***DEFINITIONS***

“CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

“Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

“PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.



“State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

“State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Consultant which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Consultant without restrictions at the time of its disclosure to Consultant; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Consultant to the State; (iv) is disclosed to Consultant, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

“State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

“Subcontractors” means any third party engaged by Consultant to aid in performance of the Work.

“Work” means the goods delivered and services performed pursuant to this Contract.

“Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

### ***PROFESSIONAL ASSOCIATION PERMITTED***

The Consultant may, with the prior written consent of the Principal Representative, join with them 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.

### ***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.

### **WAGE RATES, in accordance with C.R.S. § 24-30-1404 (1)**

As amended, the Consultant 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.

### **PUBLIC ART LAW**

In recognition of the Public Art Law, C.R.S. § 24-48.5-312, as amended, if the State determines that this project is eligible for the acquisition of artworks in accordance with this law, the Consultant 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.

### **ASSIGNMENT**

Consultant's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Consultant's rights and obligations approved by the State shall be subject to the provisions of this Contract.

### **SUBCONTRACTS**

Consultant shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Consultant shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Consultant in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### **BINDING EFFECT**

Except as otherwise provided in §9.5, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### **AUTHORITY**

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

### **CAPTIONS AND REFERENCES**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

## **COUNTERPARTS**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

## **ENTIRE UNDERSTANDING**

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

## **INTENT OF THE DOCUMENTS**

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:

- a) The Supplementary General Conditions, if any;
- b) The Colorado Special Provisions, Article 8 of this Agreement;
- c) Any Amendment of this Agreement;
- d) All other terms of this Agreement (other than the Special Provisions); and
- e) The Consultant's proposal letter.

Unless Federal Provisions are Applicable, the Colorado Special Provisions of this Agreement, Article 8, shall in all cases, and without exception, take precedence, rule and control over all other provisions of this Agreement, any exhibits or amendments.

## **DIGITAL SIGNATURES**

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

## **MODIFICATION**

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

## **STATUTES, REGULATIONS, FISCAL RULES AND OTHER AUTHORITY**

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

## **EXTERNAL TERMS AND CONDITIONS**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Consultant's or a Subconsultant's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

## **SEVERABILITY**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

## **SURVIVAL AND CERTAIN CONTRACT TERMS**

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

## **TAXES**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Consultant. Consultant shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Consultant may wish to have in place in connection with this Contract.

## **THIRD PARTY BENEFICIARIES**

Except for the Parties' respective successors and assigns described in § 9.5, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract 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 this Contract, and do not create any rights for such third parties.

## **WAIVER**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

## **CORA DISCLOSURE**

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

## **STANDARD AND MANNER OF PERFORMANCE**

Consultant shall perform its obligations under this Contract in accordance with the customary standards of care, skill and diligence in Consultant's industry, trade, or profession.

## **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**

Consultant shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subconsultants secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

## **INDEMNIFICATION**

### **General Indemnification**

Consultant shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Consultant, or its employees, agents, Subconsultants, or assignees in connection with this Contract.

### **Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Consultant in violation of §10 may be cause for legal action by third parties against Consultant, the State, or their respective agents. Consultant shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Consultant, or its employees, agents, assigns, or Subconsultants in violation of §10.

### **Intellectual Property Indemnification**

Consultant shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Consultant under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Consultant's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Consultant with any other product, system, or method, unless the other product, system, or method is (a) provided by Consultant or Consultant's subsidiaries or affiliates; (b) specified by Consultant to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

### **Accessibility Indemnification**

Consultant shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs,

expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Consultant's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

## ***ACCESSIBILITY***

Consultant shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Consultant shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Consultant's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Consultant's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

## **ARTICLE 13      CONFIDENTIAL INFORMATION-STATE RECORDS**

### ***CONFIDENTIALITY***

Consultant shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Consultant shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Consultant shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Consultant or any of its Subcontractors will or may receive the following types of data, Consultant or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Consultant shall immediately forward any request or demand for State Records to the State's Principal Representative.

## ***OTHER ENTITY ACCESS AND NONDISCLOSURE AGREEMENTS***

Consultant may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Consultant shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Consultant shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

## ***USE, SECURITY, AND RETENTION***

Consultant shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Consultant shall provide the State with access, subject to Consultant's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Consultant shall return State Records provided to Consultant or destroy such State Records and certify to the State that it has done so, as directed by the State. If Consultant is prevented by law or regulation from returning or destroying State Confidential Information, Consultant warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

## ***INCIDENT NOTICE AND REMEDIATION***

If Consultant becomes aware of any Incident, Consultant shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Consultant can establish that Consultant and its Subcontractors are not the cause or source of the Incident, Consultant shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Consultant shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Consultant shall make all modifications as directed by the State. If Consultant cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Consultant shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Consultant's sole expense, require Consultant to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Consultant shall provide the State with the results of such audit and evidence of Consultant's planned remediation in response to any negative findings.

## ***DATA PROTECTION AND HANDLING***

Consultant shall ensure that all State Records and Work Product in the possession of Consultant or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

## ***SAFEGUARDING PERSONAL IDENTIFIABLE INFORMATION (PII)***

If Consultant or any of its Subcontractors will or may receive Personal Identifiable Information (PII) under this Contract, Consultant shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Consultant shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Consultant, including, but not limited to, Consultant's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Consultant is given direct access to any State databases containing PII, Consultant shall execute, on behalf of itself and its employees, a certification as provided by the Office of the State Controller on an annual basis Consultant's duty and obligation to certify shall continue as long as Consultant has direct access to any State databases containing PII. If Consultant uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Consultant shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.



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

**CONSULTANT AGREEMENT  
(STATE FORM SC-5.3)**

**EXHIBIT A:      CONSULTANT PROPOSAL**

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**CONSULTANT PROPOSAL  
(Including Insurance Certificate)**

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

**CONSULTANT AGREEMENT  
(STATE FORM SC-5.3)**

**EXHIBIT B: WAGE RATES SCHEDULE**

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**WAGE RATES SCHEDULE**

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

**CONSULTANT AGREEMENT  
(STATE FORM SC-5.3)**

**EXHIBIT C: BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING CODES, PLAN REVIEWS AND BUILDING INSPECTIONS**

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BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING CODES, PLAN REVIEWS AND BUILDING INSPECTIONS (as applicable)

Refer to the Office of the State Architect's Building Codes Webpage for the *Building Code Compliance Policy* (Rev. 7/2018), Exhibit A of the *Code Compliance Policy* dated including the Amendments to the International Building Code and *Code Compliance Plan Review Procedures* (Rev. 5/2019), which is Exhibit B to the *Building Code Compliance Policy*.

The Office of the State Architect's Building Codes Webpage may be found at:

<https://osa.colorado.gov/state-buildings/building-code>

**Appendix C**

**ACKNOWLEDGEMENT AND ATTESTATION FORM**

By responding to these guidelines, the respondent(s) certify that he/she has reviewed the Agreement and its Exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

I certify and declare that the foregoing is true and correct.

Subscribed on \_\_\_\_\_ at \_\_\_\_\_,  
Date City  
\_\_\_\_\_, State of \_\_\_\_\_,  
County State

\_\_\_\_\_  
Applicant or Corporate Officer Signature Date

\_\_\_\_\_  
Witness Date

NOTE: Use full corporate name and affix corporate seal (if available).

(Seal)