

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



**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT)**

For The

Trinidad State College

For The

- 1. Freudenthal Library Renovation Project**
- 2. Student Center, Romero & Johnson Residence Halls Mechanical and Indoor Air Quality Renovation Project**

**STATE BUILDINGS PROGRAM
REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT)**

TABLE OF CONTENTS

ADVERTISEMENT

I. INTRODUCTION

- A. Project Description/Project Manager Responsibilities/Minimum Requirements**
- B. Selection Process**
 - 1. Mandatory Pre-Submittal Conference**
 - 2. Submittals**
 - 3. Screening Panel/Short List**
 - 4. Oral Interviews**
- C. Schedule**

II. SUBMITTAL REQUIREMENTS

- A. Project Team**
- B. Firm Capabilities**
- C. Prior Experience**
- D. Project Approach**
- E. Work Location**

APPENDICES

- Appendix A: Preliminary Selection/Evaluation Form**
- Appendix A1: Interview Selection/Evaluation Form**
- Appendix A2: Final Ranking Matrix**
- Appendix B: Consultants Agreement (SC-5.3)**
- Appendix C: Certification and Affidavit Regarding Unauthorized Immigrants**
- Appendix D: Acknowledgment and Attestation Form**

**STATE BUILDINGS PROGRAM
REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT)**

I. INTRODUCTION

A. PROJECT DESCRIPTION/RESPONSIBILITIES/MINIMUM REQUIREMENTS

Trinidad State College is interested in procuring project management services for two Capital projects, the Freudenthal Library Renovation and Student Center, Romero & Johnson Residence Halls Mechanical and Indoor Air Quality Renovation Project.

Freudenthal Library Renovation:

- **Project Budget** - \$6,276,339
- **Scope** – This Capital Development Project will include the two-phase renovation of the three story building’s existing 33,934 gross square feet (GSF). The first phase of the work will organize the building to include: three general purpose teaching classrooms and associated storage; office spaces to support TSJC’s Student Success Center and Testing Center, sponsored by Student Services; TSJC’s Library operations including offices and storage; moving out some Library collections temporarily to storage offsite; newly created study rooms including a transformative high bay study lounge; newly-created Business Incubator and Makerspace; newly created gallery lounge space; faculty offices; an office for Campus Security; a replacement Meeting Room; and, initially, the Loudon-Henritze Archaeology Museum, its exhibit spaces and associated storage. The second phase work will entail moving out the Museum spaces to another campus site, and reassigning these spaces to Library operations. The project will also involve refreshing the 2,919 GSF central exterior courtyard, which will receive a small low profile vestibule structure for egress; a new tall metal and glass screen structure with signage at the front of the existing main entrance; and a set of exterior stairs for egress out of the northwest Study Lounge.
- **Overall schedule/duration** – 9 months design phase; 12-15 months construction phase; 24 months total
- **Project delivery method** – Design/Bid/Build
Should phase 2 of this project become appropriated and upon satisfactory performance during phase 1, the contracted firm may be asked to submit a proposal for the continuation of the additional phase

Student Center, Romero & Johnson Residence Halls Mechanical and Indoor Air Quality Renovation Project:

- **Project Budget** - \$2,171,625
- **Scope** - Trinidad State College is interested upgrading the mechanical and electrical for the 2,665 GSF Student Center and the 15,660 GSF

Romero & Johnson Residence Halls. This work includes upgrading the electrical service entrance, main switchboard, and electrical panels to provide power to support updated HVAC; Remove/repair exterior brick for new wall vents at exterior walls of sleeping rooms and study lounges; Replace 60+ year-old boiler, hydronic heating system, and domestic water system; New air-cooled chiller with chilled water piping distribution through existing piping trenches; New fan coil units with cooling, heating, and ventilation through brick vent for improved IAQ and individual unit mounted or wireless wall thermostats in sleeping rooms and study lounges; New HVAC air filtration for all air moving equipment.

- **Overall schedule/duration** – 3 months design phase; 5 months construction phase; 8 months total
- **Project delivery method** – Design/Build Guaranteed Maximum Price
Should phase 2 & phase 3 of this project become appropriated and upon satisfactory performance during phase 1, the contracted firm may be asked to submit a proposal for the continuation of the additional phase

- *The Project Manager is the point of contact for the agency and provides direction to the architect/engineer, the contractor and all other associated agency staff.*
- *The Project Manager will monitor progress of the project and is responsible for compiling the necessary status and financial reports and all required documentation per State Buildings Program.*
- *The Project Manager may be asked to participate in the establishment of end-user groups and to be sole responsibility to set-up and coordinate all meetings and interactions between the end-user groups, the architect/engineer and the contractor.*
- *The Project Manager, acting on behalf of the agency and with prior agency approval, must approve all changes to the project scope, cost and schedule and approve and accept the completed project.*
- *The Project Manager will report directly to the agencies State Buildings Delegate, who is responsible for over-all project administration.*

Notice is hereby given to all interested parties that all firms will be required to meet ALL of the minimum qualifications to be considered for these projects. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided Project Management services within the last three (3) years for at least two (2) projects each in excess of \$ 2,000,000 (construction costs), utilizing the expertise present in their Colorado Office; and
2. Demonstrated specific construction project management experience in projects of similar scope and complexity; and
3. Availability to visit the project site within 4 hours in case of an emergent situation; and

Qualification Based Selection limited to Professional Services as defined in C.R.S. 24-30-1402.

B. SELECTION PROCESS

The selection of a Project Manager will be conducted in accordance with the Colorado Revised Statutes, 24-30-1401 et. seq. The process will involve two stages. Stage One submittals will be screened and scored. Stage two: A limited number of firms will be short listed and invited to participate in oral interviews. Trinidad State College 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 Virtual Pre-submittal Conference: To ensure sufficient information is available to firms preparing submittals, a mandatory pre-submittal conference has been scheduled. The intent of this conference is to tour the site and to have Trinidad State College staff available to discuss the project. Firms preparing submittals must attend and sign-in in order to have their submittals accepted. The pre-submittal conference will be held at:

**Trinidad State College
600 Prospect Street
Trinidad, CO 81082**

October 13th, 2021 at 2:00pm via Webex

2. Submittals: Specific requirements for submittals and scoring criteria are detailed in II. SUBMITTAL REQUIREMENTS. In order to facilitate review, Five (5) copies of submittals must be provided. Submittals must be received at:

**Penny Bueno, Purchasing
Trinidad State College, Berg 109
600 Prospect Street
Trinidad, CO 81082**

Deadline for receipt (whether mailed or hand delivered) is: 2:00pm, October 22, 2021

Late submittals will be rejected without consideration. Trinidad State College 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) firms will be interviewed.
4. Oral Interviews: It is anticipated that oral interviews will be conducted during the week of November 1, 2021. Interviews will be conducted at: Trinidad State College 600 Prospect Street Trinidad, CO 81082. The time and room 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 individual(s) who will act as the primary contacts with Trinidad State College

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.

Posting-Advertisement	<u>October 7, 2021</u>
Pre-submittal Conference	<u>October 13, 2021 2:00pm</u>
Date Email Questions Due	<u>October 15, 2021</u>
Date Answers Due to all Firms	<u>October 19, 2021</u>
RFQ Submittal Due	<u>October 22, 2021 2:00pm</u>
Submittal Screening	<u>October 26, 2021</u>
Interview List Released	<u>October 28, 2021</u>
Oral Interviews (as scheduled)	<u>November 4, 2021</u>
Negotiation of Professional Consulting Services Contract	<u>November 15, 2021</u>
Contract Approval (projected)	<u>November 18, 2021</u>
Anticipated A/E professional Services - Start	<u>November 22, 2021</u>
Anticipated Construction Services – Start - Finish	
• <u>December 2021 to December 2023 for Freudenthal Library Renovation</u>	
• <u>December 2021 to August 2022 for Student Center, Romero & Johnson Residence Halls Mechanical and Indoor Air Quality Renovation</u>	

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. Following are elements that will be used to evaluate each firm's qualifications (**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 management team members' capabilities**):

A. PROJECT TEAM

Identify the project principal, the project manager, key staff and sub-consultants. 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 representative 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 energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (current OSA energy code) and the specification of energy efficient materials, systems, and equipment
 - 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 sub-consultants will do the key work elements of this project.

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

Appendix A

**STATE BUILDINGS PROGRAM
PRELIMINARY SELECTION/EVALUATION FORM
FOR PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT)**

QUALIFICATION BASED SELECTION (This form is to be used in the first step, i.e. short listing, for a Professional 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): Weight² x Rating³ = Score

1. PROJECT TEAM¹

- Qualifications and relevant individual experience. 3 x _____ = _____
- Unique knowledge of key team members relating to the project. 1 x _____ = _____
- Experience on projects as a team (as applicable). 1 x _____ = _____
- Key staff involvement in project management and on-site presence. 1 x _____ = _____
- Time commitment of key staff. 2 x _____ = _____
- Qualifications and relevant sub-consultant experience (as applicable). 1 x _____ = _____

2. FIRM/TEAM CAPABILITIES¹

- Are the lines of authority and coordination clearly identified 1 x _____ = _____
- Are essential management functions identified? 1 x _____ = _____
- Are the functions effectively integrated (e.g., sub-consultants' roles delineated, as applicable?) 1 x _____ = _____
- Current and projected work load. 2 x _____ = _____

3. PRIOR EXPERIENCE/PERFORMANCE¹

- Experience of the key staff and firm with projects of similar scope and complexity. 3 x _____ = _____

- Demonstrated success on past projects of similar scope and complexity.
- References.

$$\begin{array}{r} \underline{3} \quad \times \quad \underline{\quad} = \underline{\quad} \\ \underline{2} \quad \times \quad \underline{\quad} = \underline{\quad} \end{array}$$

4. PROJECT APPROACH¹

- Budget methodology/cost control.
- Quality control methodology.
- Schedule maintenance methodology.

$$\begin{array}{r} \underline{1} \quad \times \quad \underline{\quad} = \underline{\quad} \\ \underline{1} \quad \times \quad \underline{\quad} = \underline{\quad} \\ \underline{1} \quad \times \quad \underline{\quad} = \underline{\quad} \end{array}$$

5. WORK LOCATION¹

- Proximity of firm's 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.

$$\begin{array}{r} \underline{1} \quad \times \quad \underline{\quad} = \underline{\quad} \\ \underline{1} \quad \times \quad \underline{\quad} = \underline{\quad} \\ \underline{1} \quad \times \quad \underline{\quad} = \underline{\quad} \end{array}$$

TOTAL SCORE: _____⁴

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 PROGRAM ORAL INTERVIEW SELECTION/EVALUATION FORM PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT)

QUALIFICATION BASED SELECTION (This form is to be used in the second step, i.e. oral interview, for a Professional Consulting Services selection process.)

Evaluator #: _____ Date: _____
Name of Firm: _____
Name of Project: _____

SCORE (OVERALL QUALIFICATIONS)¹:

Weight² x Rating³ = Score

1. PROJECT TEAM ¹	<u> 2 </u> x _____ = _____
2. TEAM CAPABILITIES ¹	<u> 1 </u> x _____ = _____
3. PRIOR EXPERIENCE ¹	<u> 2 </u> x _____ = _____
4. PROJECT APPROACH ¹	<u> 1 </u> x _____ = _____
5. WORK LOCATION ¹	<u> 1 </u> x _____ = _____

TOTAL SCORE: _____⁴

NOTES:

- 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.
- Weights:** Agency/Institutions to assign weights, using whole numbers, to all criteria on evaluation forms for inclusion into RFQ document and prior to evaluations.
- 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)
- 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
REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL CONSULTING SERVICES (PROJECT MANAGEMENT)
FINAL RANKING MATRIX**

QUALIFICATION BASED SELECTION

(This form is to be used separately to rank and determine the most qualified professional consulting services firm for both the preliminary and interview evaluations)

FIRM	QUALIFICATIONS SCORE ¹						CUMULATIVE ² TOTAL SCORE	RANK ³
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6		

NOTES:

1. Insert total score from each evaluator's PRELIMINARY SELECTION AND INTERVIEW SELECTION/EVALUATION FORMS. DO NOT combine scores of the two evaluations.
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

CONSULTANTS AGREEMENT (SC-5.3)

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



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

DEPARTMENT ID:

CONTRACT ID #:

PROJECT #:

PROJECT NAME:

VENDOR NAME:

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

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

TABLE OF CONTENTS.....	Page
RECITALS.....	1
ARTICLE 1. SCOPE OF WORK.....	1
ARTICLE 2. COMPENSATION.....	2
ARTICLE 3. REIMBURSABLE EXPENSE.....	2
ARTICLE 4. AGREEMENT EXPIRATION.....	2
ARTICLE 5. TERMINATION OF AGREEMENT.....	2
5.1 DEFAULT.....	2
5.2 TERMINATION FOR CONVENIENCE OF STATE.....	2
ARTICLE 6. CONSULTANT'S ACCOUNTING RECORDS.....	2
ARTICLE 7. INSURANCE.....	3
7.1 GENERAL.....	3
7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).....	3
7.3 AUTOMOBILE LIABILITY INSURANCE.....	3
7.4 WORKERS COMPENSATION INSURANCE.....	3
7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY.....	4
ARTICLE 8. SPECIAL PROVISIONS.....	4
8.1 CONTROLLER'S APPROVAL.....	4
8.2 FUND AVAILABILITY.....	4
8.3 GOVERNMENTAL IMMUNITY.....	4
8.4 INDEPENDENT CONTRACTOR.....	5
8.5 COMPLIANCE WITH LAW.....	5
8.6 CHOICE OF LAW, JURISDICTION, AND VENUE.....	5
8.7 PROHIBITED TERMS.....	5
8.8 SOFTWARE PIRACY PROHIBITION.....	5
8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.....	5
8.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS.....	6
8.11 PUBLIC CONTRACTS FOR SERVICES.....	6
8.12 PUBLIC CONTRACTS WITH NATURAL PERSONS.....	6
ARTICLE 9. MISCELLANEOUS PROVISIONS.....	6
9.1 SUCCESSORS AND ASSIGNS.....	6
9.2 WAGE RATES.....	7
9.3 CONTINGENT FEE PROHIBITION.....	7
9.4 EXTENT OF AGREEMENT.....	7
9.5 CONSTRUCTION OF LANGUAGE.....	7
9.6 SEVERABILITY.....	7
9.7 SECTION HEADINGS.....	7
9.8 NO THIRD PARTY BENEFICIARIES.....	8
9.9 WAIVER.....	8
9.10 INDEMNIFICATION.....	8
9.11 STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	8
9.12 BINDING EFFECT.....	8

9.13	COUNTERPARTS.....	8
9.14	MODIFICATION.....	8
9.15	SURVIVAL OF CERTAIN CONTRACT TERMS.....	8
9.16	TAXES.....	8
9.17	CORA DISCLOSURE.....	9

SIGNATURE APPROVALS..... 10

EXHIBITS:

- A. Consultant Proposal (including Consultant’s Services Schedule and Insurance Certificates)
- B. Wage Rates Schedule
- C. Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI - 1), (required at contract signing prior to commencing work)
- D. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections (required only when Article 7.5 Professional Errors and Omissions Liability applies to the professional services being provided)

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

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

Department ID: _____ Contract ID #: _____ Project #: _____

1. PARTIES. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the (agency), hereinafter referred to as the Principal Representative, and (vendor name) having its offices at (vendor address), hereinafter referred to as the Consultant.

2. 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 Consultant for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

RECITALS

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 _____; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Principal Representative intends to procure (project name) hereinafter called the Project; 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.

WHEREAS, this is a phase one waived contract, waiver number 174 Consultant Agreement for Capital Construction Form (SC-5.3).

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 lump sum price for Reimbursable Expenses if applicable, Principal Representative agrees to pay to Consultant fees and charges not to exceed _____ (\$_____). 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

5.1 DEFAULT

This Agreement may be terminated by either party upon seven (7) days written notice with copies filed with and the State Controller, should the other party fail substantially to perform in accordance with its terms through no fault of the other.

5.2 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

7.1 GENERAL

The Consultant shall procure and maintain all insurance requirements and limits as set forth below, at his or her 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".

7.2 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 him 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:

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

7.3 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

7.4 WORKERS COMPENSATION INSURANCE

The Consultant shall procure and maintain Workers' Compensation Insurance at his or her 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

7.5 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. SPECIAL PROVISIONS

8.1 CONTROLLER'S 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.

8.2 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.

8.3 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, C.R.S. § 24-10-101 et seq.; 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.

8.4 INDEPENDENT CONTRACTOR

Consultant shall perform its duties hereunder as an independent contractor 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 (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

8.5 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.

8.6 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.

8.7 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 C.R.S. §24-106-109. Any term included in this Contract that limits Consultant's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

8.8 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.

8.9 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. § 24-18201 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's services and Consultant shall not employ any person having such known interests.

8.10 VENDOR OFFSET AND ERRONEOUS PAYMENTS. C.R.S. § 24-30-202 (1) and C.R.S. § 24-30-202.4

State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** 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.

8.11 PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101

Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(b)** shall notify the subcontractor and the contracting State Agency within three days if Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Consultant participates in the Department program, Consultant shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Consultant fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Consultant for breach and, if so terminated, Consultant shall be liable for damages.

8.12 PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101

Consultant, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Consultant **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and **(c)** has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 SUCCESSORS AND ASSIGNS

Except as otherwise provided for herein, Consultant rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Consultant or the State are subject to all of the provisions hereof. Consultant shall be solely responsible for all aspects of subcontracting arrangements and performance.

9.2 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.

9.3 CONTINGENT FEE PROHIBITION, in accordance with C.R.S. § 24-30-1404 (4)

As amended, the Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

For breach or violation of this warranty, the Principal Representative shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

9.4 EXTENT OF AGREEMENT

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

Principal Representative and Consultant understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

9.5 CONSTRUCTION OF LANGUAGE

The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party.

9.6 SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

9.7 SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

9.8 NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement 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 the Contract, and do not create any rights for such third parties.

9.9 WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

9.10 INDEMNIFICATION

To the extent authorized by law, the Consultant shall indemnify, save and hold harmless the State, 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 Consultant, its employees, agents, sub-consultants 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 Consultants or assignees, or other parties not under the control of or responsible to the Consultant.

9.11 STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Consultant under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this shall apply. Consultant agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Consultant performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

9.12 BINDING EFFECT

Except as otherwise provided in 9.1, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

9.13 COUNTERPARTS

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

9.14 MODIFICATION

By the Parties, except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with the Office of the State Architect.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

9.15 SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Consultant fails to perform or comply as required.

9.16 TAXES

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. § 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions may require payment of sales or

use taxes even though the product or service is provided to the State. Consultant shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Consultant for such taxes.

9.17 CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

SIGNATURE APPROVALS:

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*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 Name/Number: _____
Contract ID No.: _____

THE CONSULTANT

Legal Name of Contracting Entity

*Signature
By _____
Name (print) Title

Date: _____

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

By: _____
(Insert Name & Title Principal Representative for Agency or IHE)

Date: _____

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

By: _____
(Insert Name of Authorized Individual)

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

C.R.S. § 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. Consultant is not authorized to begin performance until such time. If Consultant begins performing prior thereto, the State of Colorado is not obligated to pay Consultant 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 & Title of Authorized Individual)

Date: _____

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

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

EXHIBIT A

**CONSULTANT PROPOSAL
(including Consultant Services Schedule and 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

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

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

EXHIBIT C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS (State Form UI - 1), (required at contract signing prior to commencing work)

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

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

EXHIBIT D

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

Appendix C

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAMS

CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

Institution/Agency: Insert Institution/Agency name

Project No./Name: Project number/Project name

A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

Or

B. SOLE PROPRIETOR AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a **sole proprietor**, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this _____ day of _____, 20_____.

VENDOR:

Enter vendor legal name here
Vendor Full Legal Name

BY _____
:
Signature of Authorized Representative

Enter Title here

Title

Appendix D

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)