

Attachment 1
PROPERTY APPRAISAL SERVICES AGREEMENT

Appraiser Name: **COMPANY NAME**

THIS PROPERTY APPRAISAL SERVICES AGREEMENT ("Agreement") is made and entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, whose address is 1600 W. 12th Avenue, Denver, Colorado 80204 (the "Board"), and **Company Name** ("Appraiser"), whose address is **Company Address**.

1. Scope of Work. Appraiser agrees to provide work to the Board in accordance with a Task Order Agreement substantially in the form attached hereto as **Exhibit A** (the "Work").
2. Time of Commencement and Completion of Work. The term of this Agreement shall be three (3) years. The parties, however, may agree to extend this Agreement for two (2) additional one-year terms. Appraiser and the Board's Representative must agree upon any extensions of this Agreement in writing. For purposes of this Agreement, the Chief Engineering Officer or his/her designee shall be the Board's Representative to accept or give any request, approval, notice or the like.
3. Appraiser Responsibility. The Board shall not oversee the Work of the Appraiser or instruct the Appraiser on how to perform the Work. Appraiser shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all studies, reports and other Work rendered. Appraiser is responsible for providing his or her own training and tools for performance of the Work. Without additional compensation, and without limiting the Board's remedies, Appraiser shall promptly remedy and correct any errors, omissions or other deficiencies in the Work. Appraiser represents that all Work performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standard of care of Appraiser's profession prevailing in Colorado.
4. Confidentiality of Information. Except in response to a valid governmental demand or judicial order, the Appraiser shall retain in strictest confidence all information furnished by the Board and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. The Appraiser shall not disclose such information to others without the prior written consent of the Board's Representative.
5. Ownership of Work Product.
 - a. All printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of Work performed under this Agreement (the "Creations") (with the exception of any intellectual property rights contained therein, owned or created by the Appraiser prior to the effective date of this Agreement ("Prior Works")) shall be the sole property of the Board and may not be used, sold, licensed or disposed of in any manner without prior written approval of the Board. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in the Board. Appraiser hereby assigns and irrevocably agrees to assign in the future (when any such Creations are first reduced to practice or first fixed in a tangible medium, as applicable) to the Board all right, title and interest in and to any and all such Creations, including, without limitation, all related intellectual property rights (as to copyright, to the extent such Creations are held not to be works made for hire under applicable law). All such Creations shall be

turned over to the Board upon completion of the Work. For custom developed software, the Board shall be provided a copy of the source code.

- b. Appraiser agrees not to use, and hereby represents that Appraiser has not used, in the course of the performance of the Work any Prior Works, unless such Prior Works are first disclosed in writing to the Board, and the Board consents in writing to the use of the Prior Works, and Appraiser grants a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, create derivative works of, copy, publicly display, use, sell and distribute such Prior Works as incorporated in the Work. Appraiser further agrees that it shall not use or incorporate any third party works, third party inventions or open source software in the Work without prior disclosure to the Board, without provision of a valid license providing the Board with all rights necessary to use such as used or incorporated in the Work, and without approval from the Board.
- c. Appraiser represents and warrants that all studies, reports and other Work performed under this Agreement are original or a license to the same has been obtained for the Board as required in this section, will perform for the purpose intended, contain no infringing intellectual property, and contain no material defects, and, if software, contain no malware or undisclosed means of access. The Appraiser may retain one copy of all documents prepared under this Agreement. Any reuse of the Appraiser's work product for any use other than as contemplated by this Agreement shall be at the Board's sole risk.

6. Compensation. In consideration of performance of the Work by Appraiser, the Board shall compensate Appraiser as described in each Task Order Agreement to be entered into by the parties subsequent to this Agreement. The total compensation under each Task Order Agreement is not expected to exceed \$100,000.00, and each Task Order Agreement shall comply with the Board's Policies and Procedures with regard to spending authority. Total compensation to be paid for each Task Order shall be negotiated and shall appear on each executed Task Order Agreement using the Appraiser's Price Proposal (**Exhibit B**) incorporated by reference herein. (Exhibit B shall include any rate escalation for the term of this Agreement.)

7. Invoices. If the compensation described in a Task Order Agreement is based on an hourly rate, the Appraiser shall provide invoices each month for Work accomplished through the last day of the preceding month. For compensation based on lump sum or payment for deliverables, the Appraiser shall provide an invoice upon completion of the Work or the deliverable product. If agreed upon by the Board's Representative, the Appraiser may provide an invoice for the percent of Work completed or based upon milestone completion as determined by the Board's Representative for lump sum agreements. Appraiser must submit documentation supporting the charges in the invoice, which must be consistent with the Task Order budget, and must include both the Agreement number and the Task Order number on each invoice. Appraiser agrees to provide all Agreement invoices per the standard invoice template provided to the Appraiser by the Board at the time of Task Order Agreement negotiation.

8. Payment. Payments shall be based upon Appraiser's verified progress in completing the Work. Unless Appraiser has not properly performed the Work, invoices will be paid within thirty (30) days of receipt. The Board shall have the right to refuse to pay the portion of an invoice that is inconsistent with this Agreement. The Board may delay payment for the portion of Appraiser's invoice that is in dispute until it can verify the accuracy of the invoice, obtain releases or waivers with respect to Work covered in the invoice (and with respect to Colo. Rev. Stat. Article 26 of Title 38 if applicable), or resolve a dispute with Appraiser regarding an invoice. Checks shall be made payable to the trade or business of Appraiser. According to this paragraph, the Board shall pay all undisputed portions of an invoice, but may withhold payment for disputed portions of an invoice. The Board will not issue payments unless Appraiser has current insurance coverage in accordance with Paragraph 14.

9. Board's Audit Rights. The Board shall have the right to audit the account books and other records of Appraiser related to the Work at any time during the period of this Agreement and for two (2) years after the completion of the Work. Appraiser shall retain all such account books and records for at least two (2) years after the completion of the Work. Appraiser shall refund to the Board any charges determined by the Board's audit to be inconsistent with this Agreement.

10. Changes in Work. The Board shall have the right to order additions, deletions, or changes in the Work at any time, so long as such changes are within the general scope of Work covered by the Task Order Agreement. Requests for material changes in the Work may be made by the Board's Representative orally or in writing; however, oral requests shall be confirmed by a written request within ten (10) business days after the oral request, and changes requiring additional compensation may require a written amendment to the Task Order Agreement and Board approval. If the Board directs the Appraiser to proceed with a material change, the Appraiser shall be paid for the change as agreed to by the parties.

11. Independent Contractor. Nothing herein shall be construed to make Appraiser an agent or employee of the Board for any purpose. Appraiser shall in all respects be an independent contractor of the Board in its performance of the Work. Appraiser and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board in performance of the Work. Nothing in this Agreement shall require Appraiser to work exclusively for the Board during its term.

12. NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS. APPRAISER IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS AS A RESULT OF PERFORMANCE OF THE WORK FOR THE BOARD. APPRAISER IS REQUIRED TO PROVIDE WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE BENEFITS FOR ITS EMPLOYEES OR SUBCONTRACTORS, OR MUST REQUIRE ITS SUBCONTRACTORS TO PROVIDE THE SAME FOR THEIR EMPLOYEES.

13. PAYMENT OF TAXES. APPRAISER IS SOLELY LIABLE FOR ANY FEDERAL AND STATE INCOME AND WITHHOLDING TAXES, UNEMPLOYMENT TAXES, FICA TAXES AND WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THIS AGREEMENT OR ANY WORK PROVIDED. APPRAISER SHALL INDEMNIFY THE BOARD FOR ANY LIABILITY RESULTING FROM NONPAYMENT OF SUCH TAXES AND SUMS.

14. INSURANCE.

PLEASE READ THIS CAREFULLY. APPRAISER WILL NOT BE PAID UNLESS THE FOLLOWING INSURANCE REQUIREMENTS ARE MET.

Appraiser shall maintain the following insurance in full force and effect during the full term of this Agreement. Appraiser shall provide to the Board certificates of insurance (and renewals thereof) demonstrating that the following insurance requirements have been met.

- a. Commercial General Liability Insurance.
Commercial general liability insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.
- b. Automobile Liability Insurance.
Automobile liability insurance with a limit of \$1,000,000 per occurrence for owned, non-owned and hired vehicles used in the performance of Work under this Agreement. Selection of this option verifies that the **Appraiser will be using a vehicle that is covered by Appraiser's automobile insurance policies to perform the Work.**
- c. Professional Liability Insurance.
Professional liability insurance with a limit of \$2,000,000 per claim and in the aggregate covering all licensed professionals performing Work under this Agreement.
- d. Workers' Compensation and Employer's Liability Insurance.
Appraiser must maintain Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, in full force and effect during the full term of this Agreement.
- e. Other Requirements.
- 1) Appraiser's insurers shall maintain an A.M. Best rating of A-, VII or better.
 - 2) All self-insured retentions or deductibles must be declared and acceptable to the Board. The Board may, in its sole discretion, determine that Appraiser does not have the required insurance because of the amount or nature of the deductible or retention.
 - 3) Thirty (30) days' advance written notice of cancellation shall be provided to the Board, except for ten (10) days' advance written notice for cancellation due to non-payment of premium.
- f. Evidence of Insurance.
Appraiser shall allow inspection of insurance policies at a location in the Denver Metro area upon request of the Board and in redacted form if necessary to protect confidential information.
- g. Alternative Types of Insurance.
The Board reserves the discretion to accept alternative types of insurance if the Board deems such alternatives to be sufficiently protective of its interests.

Upon Appraiser's written request, the Board shall request its contractors to provide additional insured status to Appraisers for Commercial General Liability Insurance. Appraiser is responsible to request from Board verification of additional insured status, and the Board shall incur no liability to Appraiser for the failure of the Board's contractor to comply with its requests.

15. Computer Security. Appraiser acknowledges that he, she or an employee of Appraiser may use the Board's computer or telecommunication resources to fulfill the terms of this Agreement. Appraiser agrees that he, she or any of Appraiser's employees who are required to use such resources will abide by the Board's policies and guidelines governing the use of these resources and will comply with the provisions of Exhibit C, entitled "Use of Denver Water Board Computer and Telecommunications Resources," incorporated by reference.

16. Compliance with Laws. In performing this Agreement, Appraiser shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act and federal and state tax laws. **APPRAISER IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS. APPRAISER IS SOLELY LIABLE TO PAY FEDERAL AND STATE INCOME AND WITHHOLDING TAXES ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.** The Appraiser certifies that it has complied, and during the term of this Agreement will continue to comply, with the Immigration Reform and Control Act of 1986.

The signature of Appraiser on this Agreement: (1) certifies that Appraiser is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Appraiser utilizes subcontractors or employees in Appraiser's business.*

- a. Appraiser shall not:
 - 1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - 2) Enter into a contract with a subcontractor that fails to certify to Appraiser that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- b. Appraiser has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Appraiser may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- c. If Appraiser obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Appraiser shall:
 - 1) Notify the subcontractor and the Board within three days that Appraiser has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph 1) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Appraiser shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- d. Appraiser shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.

- e. Appraiser acknowledges that in the event Appraiser violates any of the provisions of the foregoing subparagraphs a – d, the Board may terminate this Agreement for breach of contract. If this Agreement is so terminated, Appraiser shall be liable for actual and consequential damages to the Board.

17. Personnel Screening.

Each Task Order will select from the following options.

a. Work Involving Security Concerns.

Option A: If any employee or agent of the Appraiser will perform work under circumstances that raise security concerns (such as entering private residences on Denver Water's behalf, or performing work that gives access to critical facilities or operations or has the potential to cause serious damage to critical Denver Water facilities or operations, or to have access to any confidential, financial, customer, or security-related information maintained by Denver Water, proprietary computer programs or software, or servers):

At least five (5) working days before assigning an employee or agent to perform duties under this Agreement that require the employee or agent to work under circumstances presenting security concerns or to have access to the Board's sensitive information, proprietary computer programs, software or servers, the Appraiser will submit the employee's or agent's name to the Board's Representative and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Appraiser's determination should be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of arrest and conviction history in employment decisions, which requires a weighing of (1) the nature and gravity of the offense or conduct, (2) the time that has passed since the offense, conduct or the employee's completion of any sentence given as a result of the offense, and (3) the nature of the job held or sought. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. For employees or agents who will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, Appraiser also will conduct a credit history check on the employee or agent and certify on the Board-provided Certification of Personnel Screening form that Appraiser has determined that the employee or agent does not pose a risk to the Board. The Board reserves the right to direct the Appraiser to assign another employee or agent, meeting the requirements of this paragraph, to perform the work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

Option B: As a precondition to entering this Agreement, the Appraiser gave the Board consent to conduct a background check on the Appraiser, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Appraiser has lived outside the State of Colorado or the United States during the last five (5) years, consent to

obtain a criminal history check from each state or country of residence. If Appraiser will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, Appraiser also consented to a credit history check. The Board has reviewed and approved the results of the background check and, if applicable, the credit history check. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Appraiser engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

b. Safety-Sensitive Duties.

Option A: At least five (5) working days before assigning an employee or agent to perform safety-sensitive Work under this Agreement, the Appraiser will submit the employee's or agent's name to the Board's Representative and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Appraiser's determination should be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of arrest and conviction history in employment decisions, which requires a weighing of (1) the nature and gravity of the offense or conduct, (2) the time that has passed since the offense, conduct or the employee's completion of any sentence given as a result of the offense, and (3) the nature of the job held or sought. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. The Appraiser also must certify on the Board-provided Certification of Personnel Screening form that no more than one (1) month before the assignment of an employee or agent to perform safety-sensitive work under this Agreement, the employee or agent passed a drug and alcohol screening performed by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board reserves the right to direct the Appraiser to assign another employee or agent, meeting the requirements of this paragraph, to perform the work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

Option B: As a precondition to entering this Agreement, the Appraiser gave consent for the Board to conduct a background check on the Appraiser, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Appraiser has lived outside the State of Colorado or the United States during the last five (5) years, to submit to a criminal background check from each state or country of residence. The Appraiser also provided the results of a drug and alcohol screening performed within one (1) month of submittal by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test

(negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board has reviewed and approved the results of the background check and drug and alcohol screening. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Appraiser engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

18. Safety and Security.

a. Safety and Occupational Health.

The Appraiser shall follow reasonable safety and occupational health measures in performance of this contract. The Appraiser shall comply with all federal, state, and local laws applicable to safety and occupational health. Further, the Appraiser must comply with safety and occupational health standards, specifications, reporting and any other relevant requirements applicable to employees at the Board's jobsite.

b. Security.

- 1) The Appraiser will follow all of the Board's security procedures.
- 2) The Appraiser is required to check in with the Board's Security personnel at each location, where applicable.
- 3) The Appraiser is required to have and/or wear appropriate identification at all times while on the Board's premises.
- 4) The Appraiser will notify the Board's Security in advance with the name of the delivery person and the approximate time of arrival.

19. Nondiscrimination. The Appraiser expressly agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status, or disability. The Appraiser shall comply with all applicable state and federal laws with regard to equal employment opportunity.

20. Small Business Enterprises. The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (SBEs). The Appraiser agrees to make a good faith effort to involve SBEs in the Work if and when the opportunity arises.

21. Liability. The Appraiser agrees to indemnify, hold harmless and defend the Board against any liability, damages, costs, expenses, claims, injuries and losses of whatever nature arising in any way out of this Agreement, including but not limited to any expenses incurred by the Board as a result of damages to the Board's property and any claims that the Creations, Prior Works or the Work infringe the intellectual property rights of a third party, to the extent caused by any negligent act or omission or willful misconduct of the Appraiser or the Appraiser's officers, subcontractors, agents, or employees.

22. Acceptance Not Waiver. The Board's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or materials shall not in any way relieve Appraiser of responsibility for the technical accuracy of the Work. The Board's approval or acceptance of, or payment for, any Work shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

23. Termination or Suspension. The Board reserves the exclusive right to terminate or suspend all or any portion of the Work by giving fourteen (14) days' written notice to the Appraiser. If any portion of the Work shall be terminated or suspended, the Board shall pay the Appraiser equitably for all Work properly performed pursuant to this

Agreement. If the Work is suspended and the Appraiser is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, the Appraiser shall immediately deliver to the Board any documents then in existence that have been prepared by the Appraiser pursuant to this Agreement and that have been paid for by the Board.

24. Default. Every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the material terms of this Agreement, such party may be declared in default by the other party by a written notice.

25. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to correct, or commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event Appraiser fails or neglects to perform the Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge Appraiser for the full cost of the corrections.

26. Force Majeure. The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy or any circumstances beyond the reasonable control of either party. Any declared force majeure that remains in effect for longer than ninety (90) days entitles either party to unilaterally terminate this Agreement.

27. Assignment and Subcontractors. Appraiser shall not assign to any other person or firm the performance of any of the Work without the prior written approval of the Board's Representative. All Work under this Agreement shall be performed under Appraiser's direct supervision and control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is intended to benefit only the parties, and neither subcontractors nor suppliers of Appraiser nor any other person or entity is intended by the parties to be a third-party beneficiary of this Agreement.

28. Governing Law and Venue. This Agreement shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action under this Agreement outside the City and County. Venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This Agreement shall be governed by and construed under the laws of the State of Colorado.

29. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission:

If to the Appraiser:

Company Name and Address

If to the Board:

Robert J. Mahoney, Chief Engineering Officer
Denver Water Department
1600 West 12th Avenue
Denver, Colorado 80204

or such other persons or addresses as the parties may have designated in writing.

30. Charter of the City and County of Denver. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

31. Colorado Governmental Immunity Act. The parties to this Agreement understand and agree that the Board is relying upon and has not waived any rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

32. Entire Agreement. This Agreement constitutes the entire agreement between the Board and Appraiser and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed only by a duly executed written instrument.

33. Effective Date. This Agreement shall become effective on the date it is signed by the appropriate representative of the Board.

34. Responsibility of Appraiser:

a. Standard of Care—Professional Services.

Appraiser shall perform its Work in accordance with generally accepted standards and practices customarily utilized by competent appraisal firms in effect at the time Appraiser's Work is rendered.

b. Reliance upon Information Provided by Others.

If Appraiser's performance of the Work hereunder requires Appraiser to rely on information provided by other parties (except Appraiser's subcontractors), Appraiser shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by the Board.

THEREFORE, the parties have executed this Agreement. This Agreement must have the signature of an authorized person from Appraiser on both original copies.

THE CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

APPROVED AS TO FORM:

Office of General Counsel

By: _____
Chief Engineering Officer

DATE: _____

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By:

Timothy M. O'Brien, CPA
Auditor

THIS AGREEMENT IS ACCEPTED BY:

APPRAISER: COMPANY NAME

By execution, signer certifies that s/he is authorized to accept and bind Appraiser to the terms of this Agreement.

By: _____ Date: _____

Title: _____
[for other than individual]

For Board records only, Appraiser shall check the applicable box(es) below:

- Appraiser is a Small Business per federal SBA guidelines
- Appraiser is not a Small Business per federal SBA guidelines
- Appraiser is a Minority-owned Business Enterprise (MBE) and/or Women-owned Business Enterprise (WBE) per _____ (name of certifying entity)
- Appraiser is not an MBE or WBE

If Appraiser is an MBE and/or WBE, Appraiser must submit evidence of certification from an agency such as the City and County of Denver or the Mountain Plains Minority Supplier Development Council.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		-							
--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT A

PROPERTY APPRAISAL SERVICES TASK ORDER AGREEMENT

Task Order Number: _____

Appraiser Name: _____

Task Order Name: _____

Task Order Amount: _____

Completion Date: _____

Denver Water Contact: _____

I. Compensation:

Property Appraisal Agreement – Property Appraisal Services **Contract No.** (“Agreement”) with Appraiser is incorporated herein by this reference.

Total compensation to the Appraiser for Task Order Work shall be as presented in the Scope of Work (*Attachment 1 to this Task Order*), Task Order Budget (*Attachment 2 to this Task Order*), and Task Order Schedule (*Attachment 3 to this Task Order*) and shall not exceed the Task Order Budget without prior written approval by Denver Water. The aforementioned Attachments shall be incorporated by this reference in this Task Order Agreement.

Hourly Rate Task Orders: The Appraiser will be paid an hourly rate that includes labor, overhead and profit. In addition, the Appraiser may be paid out-of-pocket costs if described in Attachment 2, which must be approved in advance by the Board’s Representative. Attachment 2 must identify the particular persons or classes of persons who will perform Work under this Task Order and the hourly rate for each. The hourly rate for these individuals shall be as set forth in Exhibit B of the Property Appraisal Agreement.

Appraiser shall not bill for persons or classes of persons not listed in Attachment 2, or at hourly rates different than specified in Exhibit B of the Property Appraisal Agreement. It is understood that rates will be annually adjusted as indicated in Exhibit B. These hourly rates compensate Appraiser for all payroll and employee benefit costs, plus all other expenses including overhead and profit. Unless specified separately in Attachment 2, charges for clerical, administrative, accounting, legal and computer personnel are included in overhead and may not be billed at an hourly rate.

Appraiser shall not perform work that is outside the scope of work defined in Attachment 1 unless approved in writing by Denver Water Contract Administrator. Failure of Appraiser to obtain written authorization for work outside the scope of work may result in nonpayment of those services performed.

The hours billed by Appraiser shall not exceed hours actually worked on the Work, as shown in Appraiser’s timekeeping records. Appraiser’s invoices shall include a description of the Work performed and the hours worked by each person for the billing period. Invoices must meet the requirements set forth in Section 7 of the Property Appraisal Services Agreement.

If reimbursable expenses are listed in Attachment 2, Appraiser shall bill for such expenses at actual costs without markup, except expenses for subcontracted work, where markup will be billed as indicated in the Appraiser’s Price Proposal (Exhibit B). Appraiser shall provide a copy of the underlying invoice, travel voucher or other document supporting the expense with each Task Order invoice.

If Appraiser requires access to a locked Denver Water facility for completion of the Work, a deposit of \$100.00 per key is required before Denver Water will issue any keys. Once the Appraiser no longer requires access to the facility, Appraiser shall return the key(s) to Denver Water's Safety and Security section, after which Denver Water will mail a deposit refund check to Appraiser.

II. Personnel Screening:

Appraiser agrees to comply with the selected Personnel Screening procedures that are described in Section 17. Personnel Screening of the Property Appraisal Agreement – Property Appraisal Services.

Work Involving Security Concerns:

Option A Option A: If any employee or agent of the Appraiser will perform work under circumstances that raise security concerns (such as entering private residences on Denver Water's behalf, or performing work that gives access to critical facilities or operations or has the potential to cause serious damage to critical Denver Water facilities or operations, or to have access to any confidential, financial, customer, or security-related information maintained by Denver Water, proprietary computer programs or software, or servers).

Option B Option B: If the Appraiser is an individual or sole proprietor who will perform work under circumstances that raise security concerns (such as entering private residences on Denver Water's behalf, or performing work that gives access to critical facilities or operations or has the potential to cause serious damage to critical Denver Water facilities or operations, or to have access to any confidential, financial, customer, or security-related information maintained by Denver Water, proprietary computer programs or software, or servers), select this option and have the Appraiser fill out the Consent to Perform Background Checks form at the end of this template. At least 5 days before the Agreement is to be fully executed, send the signed form to Safety & Security to conduct the background check and, if necessary, to Human Resources to conduct the credit check. The Agreement may not be fully executed until Safety & Security has approved the background check and credit check.

Not Applicable

Safety-Sensitive Duties:

Option A Option A: If any employee or agent of the Appraiser will perform safety-sensitive duties, i.e., duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to public health and safety such as working as an armed security guard or performing certain high-risk operational functions.

Option B Option B: If the Appraiser is an individual or sole proprietor and will perform safety-sensitive duties, i.e., duties that if performed with inattentiveness, errors in judgment, or

diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to public health and safety such as working as an armed security guard or performing certain high-risk operational functions, select this option and at least 5 days before the Agreement is to be fully executed have the Appraiser fill out the Consent to Perform Background Checks form at the end of this template and submit drug and alcohol testing results to Safety & Security. The Agreement may not be fully executed until Safety & Security has approved the background check and drug screening.

Not Applicable

III. Content of Attachments:

A minimum of the following information shall be provided for each attachment to this Task Order:

Attachment 1: Scope of Work

- Responsibilities of the Appraiser
- Responsibilities and expectations of the Board
- A list of items or tasks not included in the Work

Attachment 2: Budget

- Budgets for items described in Work phases consistent with Attachment 1
- Hourly charges consistent with the Exhibit B to the Property Appraisal Agreement, which is incorporated herein by this reference
- Price details on all anticipated Task Order charges, including Other Direct Costs
- Complete pricing for all deliverables

Attachment 3: Schedule

- Schedule of described items in Work phases consistent with Attachment 1
- Clear identification of deliverable completion and submittal dates (draft and final versions)

IV. Non-Disclosure Terms and Conditions: [DELETE THIS SECTION IF NDAS ARE NOT NEEDED]

The Non-Disclosure Terms and Conditions attached as Exhibit ___ are incorporated into this Task Order Agreement. In the event the Non-Disclosure Terms and Conditions conflict with paragraph 4 of the Property Appraisal Agreement – Property Appraisal Services (Confidentiality of Information), then the Non-Disclosure Terms and Conditions will govern.

APPROVED:

THE CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

Chief title if CEO/Manager signs

By: _____
Division Chief or CEO/Manager

DATE: _____

APPROVED AS TO FORM:

Office of General Counsel

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Timothy M. O'Brien, CPA
Auditor

THIS AGREEMENT IS ACCEPTED BY:

APPRAISER: **COMPANY NAME**

By execution, signer certifies that he or she is authorized to accept and bind Appraiser to the terms of this Agreement.

By: _____

DATE: _____

TITLE: _____
[for other than individual]

CERTIFICATION OF PERSONNEL SCREENING BY APPRAISER/CONTRACTOR

To be completed by the Board's Contract Administrator:

Contract No: _____ Appraiser/Contractor: _____

The work under the Agreement involves:

(Check one or more and describe the duties in the spaces provided, and check the corresponding numbered box in the Appraiser/Contractor section below.)

- 1. Operating a Board vehicle *(driving record and license check required)*
 - 2. Performing work involving security concerns. Describe duties: _____
(criminal background check required)
 - 3. Accessing Board's financial records or accounting processes *(credit check required)*
 - 4. Performing safety-sensitive work. Describe duties: _____
(criminal background check and drug and alcohol screening required)
-

To be completed by the representative of Appraiser/Contractor:

Name of Employee/Agent: _____ Start Date of Work for Board: _____

I, _____, as a representative of the Appraiser/Contractor, certify that the above-named employee or agent of the Appraiser/Contractor is assigned to complete the work described above and (check the applicable options below):

- 1. Has a valid Colorado driver's license and a satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. *(Applies if work involves operating a Board vehicle.)*
- 2. Has been the subject of a background check no more than one (1) year prior to the assignment, and I have determined that he/she does not pose a risk to persons or property. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. *(Applies if work involves security concerns or safety-sensitive duties.)*
- 3. Has been the subject of a credit history check, and I have determined that he/she does not pose a risk to the Board. *(Applies if work involves accessing the Board's financial records or accounting processes.)*
- 4. No more than one (1) month prior to the assignment, he/she passed a drug and alcohol screening performed by the following Board-recommended testing facility using a Rapid Screen test *(name of facility)* _____, or by the following DOT-certified laboratory and using the DOT 5 panel drug test *(name of DOT-certified laboratory)* _____. *(Applies if work involves safety-sensitive duties.)*

Under penalty of perjury, I swear the above statements are true and correct.

Signature: _____ Date: _____
Phone: _____ E-mail: _____

Approval by the Board's Contract Administrator:

Print Name: _____ Date: _____
Signature: _____

Occupational Medicine clinics:

1. **Concentra** – www.concentra.com
Multiple locations throughout the state:
<http://maps.concentra.com/corporatev3/ListSearch.aspx>
See list for individual location telephone numbers
2. **HealthOne** – www.healthoneclinics.com
Occupational Medicine site:
<http://www.healthoneclinics.com/CustomPage.asp?guidCustomContentID=25FF9FDE-F37D-4712-85A7-679915BE40F3>

Initial W/C, Drug Screen, Breath Alcohol
Phone: 303-861-7878
1515 Wazee, Ste D
Denver, CO 80202

Multiple locations throughout Denver.
Referral form w/addresses for testing available on website.
3. **Exempla** - www.exempla.org
Occupational Medicine & Physical Therapy Customer Service Line:
303-813-5140
Occupational Medicine site: http://www.exempla.org/body_epn.cfm?id=1352
Multiple locations throughout the state:
http://www.exempla.org/documents/EPN/epn_occmedmap.pdf
4. **Midtown Occupational Medicine** - www.midtownoccupationalhealth.com
Diamond Hill Office Complex
Speer & I-25
2420 W. 26th Ave.
Building D Suite 200
Denver, CO 80211
(303) 831-9393
Fax: (303) 831-6335
Hours of Operation:
Monday - Friday, 7am-6pm
5. **Denver Occupational/Aviation Medicine Clinic** -
<http://www.denveroccmed.com/>
Denver Occupational and Aviation Medicine (DOAM)
3700 Havana Street, Suite 200
Denver, CO 80239
303.373.4456
303.373.4501 (F)

**Consent to Perform Background Checks
In Compliance with the FCRA (Fair Credit Reporting Act)**

Contract No. _____	Check all that apply: <input type="checkbox"/> Criminal Background <input type="checkbox"/> Credit Background
Name of Contractor/Consultant: _____	

The information requested below is to be used by Denver Water for the purpose of obtaining criminal or credit history background information. Denver Water will not retain this information.

Last Name: _____ First Name: _____ Middle Name/Initial: _____
 Maiden or other name(s) used in any and all other records of birth or records of residence: _____

Date of Birth: _____ Social Security Number: _____ Gender: _____
 Current Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____

Previous Addresses (during the last five years):
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____

Consent to Background Checks: I understand that before I am permitted to perform work under the Contract identified above, Denver Water will conduct criminal and/or credit history background checks on me. I do hereby consent to Denver Water's use of the information I have provided for the purpose of conducting criminal and/or credit history background checks on me. Denver Water has informed me of the following in accordance with the Fair Credit Reporting Act:

- I have the right to review and challenge any negative information that would adversely impact a decision to authorize me to perform work under the Contract.
- Upon my request, Denver Water will provide me with the name, address and telephone number of the reporting agency or agencies used to conduct background checks, and with the nature, substance and source of all background information obtained.
- Upon my request, I will be provided a reasonable amount of time and a reasonable opportunity, as determined by Denver Water, to clear up any mistaken information reported about my criminal or credit history.

Signature _____ Date _____

Exhibit B
Denver Water General Appraiser Services
Price Proposal – Standard Rate Sheet

EXHIBIT C

USE OF DENVER WATER BOARD COMPUTER AND TELECOMMUNICATIONS RESOURCES

The Appraiser and its employees may have access to and use Board computer or telecommunications resources to fulfill the terms of this Agreement. As a condition of this access and use, Appraiser agrees to abide by all applicable laws and Board policies, including Personnel Policies, and all other policies, procedures, guidelines and standards that relate to the use and security of the Board's computer and telecommunications resources.

Appraiser will not knowingly use or permit the use of the Board's resources for any purposes other than those necessary to perform the Work required under this Agreement. Appraiser will not use any access mechanism that the Board has not expressly assigned to Appraiser or its employees, and will not disclose information concerning access to these resources unless properly authorized to do so by the Board. Appraiser will treat all information maintained on Board computer systems as strictly confidential and will not release information to any unauthorized person.

The Board reserves the right without notice to limit or restrict Appraiser's access and to inspect, remove or otherwise alter any data, file or system resource that may undermine or expand the limited scope of Appraiser's authorized use of the Board's network computing facilities. Should the Appraiser fail to abide by the terms of this Exhibit C, the Board may immediately terminate this Agreement.

EXHIBIT D

REIMBURSEMENT AND ADVANCES FOR DENVER WATER BUSINESS EXPENSES

Out-of-Office Assignments

- Reimbursements for expenses related to remote or out-of-office assignments shall be made as follows:

Reimbursement Based on Length of Work Assignments

Duration of Assignment	Reimbursement Policy	Taxable Status
<ul style="list-style-type: none"> Less than 30 days 	<ul style="list-style-type: none"> 100% (M&IE) + DW paid Lodging or Chief discretion for: DW provided lodging and food 	<ul style="list-style-type: none"> Per diem paid up to maximum federal rate is not taxable
<ul style="list-style-type: none"> 31 to 365 days Temporary work assignment realistically anticipated to last less than one year and in fact does last less than one year 	Expense allowance based on federal per diem rates: <ul style="list-style-type: none"> At 100% lodging and 100% (M&IE) for first 30 days then 50% (M&IE) thereafter or Chief discretion for: DW provided lodging and federal per diem rates + 50% (M&IE) or DW provided lodging and food 	<ul style="list-style-type: none"> Per diem (expense allowance) paid up to maximum federal rate is not taxable Mileage reimbursement at federal rate is not taxable
<ul style="list-style-type: none"> Greater than 365 days Realistically anticipated to last more than one year and in fact does last more than one year 	Expense allowance based on federal per diem rates <ul style="list-style-type: none"> At 100% lodging and 50% (M&IE) or Chief discretion for: DW provided lodging and federal per diem rates + 50% (M&IE) or DW provided lodging and food 	<ul style="list-style-type: none"> Value of lodging and additional allowances taxable and reported on W-2 DW provided vehicle or mileage reimbursement tax treatment is based on the Appraiser's work location being the Appraiser's tax home

- Stays longer than 30 days require a signed length of work assignment location letter.
- Appraiser is responsible for all personal tax liabilities, regardless of length of assignment.
- Additional per diem amounts will not be paid for travel to Denver Water facilities from long term assignment locations (e.g., from a mountain location to Denver Water administration building).
- Travel expenses paid or incurred in connection with a temporary (less than 365 days) work assignment away from home are not taxable. However, travel expenses paid in connection with an indefinite work assignment are taxable and will be paid through payroll. Any work assignment in excess of one year is considered indefinite. Also, travel expenses paid that are related to a new work location are taxable if it is realistically expected that the Appraiser will work at the new work location for more than one year, whether or not the Appraiser actually works at the new work location for more than one year. If Denver Water realistically expects the Appraiser to work at a temporary location for less than one year, and the expectation changes so that at some point Denver Water realistically expects the Appraiser to work at such location for more than one year, travel expenses become taxable when the expectation changes, and a new work assignment location letter is issued to the employee.
- Costs associated with time shares and other privately owned venues are not commercial lodging establishments and will not be reimbursed.
- Lodging provided on Denver Water property will include rent, heat, and electricity, cleaning, cable TV, and internet service (when available).