

## **PROFESSIONAL SERVICES REQUEST FOR PROPOSALS**

### **Lupton Lakes Inlet and Outlet Structure Design**

#### **Project Description**

The Lupton Lakes Complex (Complex) is an off channel raw water storage facility that will occupy two sand and gravel mines along the South Platte River. The Complex consists of two cells referred to as the North Cell and South Cell. The scope of this proposal is to design an inlet/outlet structure and meter vault on the east bank of the South Platte River, a 42-inch diameter welded steel conduit connecting the inlet/outlet structure and Denver Water (Owner) property at the northwest corner of the South Cell, and mechanical needed in the conduit and inlet and outlet structures. Additionally, a temporary electrical service, electrical and SCADA equipment, and fiber optic infrastructure that will be needed at the South Platte River Inlet will be designed as part of this work.

#### **Background and Project Details**

The Complex is located in Weld County, Colorado, just south of the City of Fort Lupton in Sections 18 and 19, Township 1 North, Range 66 West of the 6th Principal Meridian. The site is located east of U.S. Highway 85, west of Weld County Road 27 and the Fulton Lateral Ditch, and north of Weld County Road 6 and extends to about 1/2-mile north of Weld County Road 8. The general location of the site is shown on Figure 1.1.

Aggregate mining is currently being performed at the Complex by Martin Marietta Materials, Inc., formerly LaFarge West, Inc. After mining is completed, Owner will perform reclamation activities that are anticipated to include reclamation slopes, and a stability berm. Upon completion of mining and reclamation activities, the Complex will contain two reservoir cells: A cell to the north of Weld County Road 8 (North Cell) and a cell to the south of Weld County Road 8 (South Cell).

The completed cells will be bounded by U.S. Highway 85 to the west, Weld County Road 27 to the east, Weld County Road 6-1/2 to the south, and Weld County Road 8-1/2 to the north. Weld County Road 8 will bisect the site and separate the south end of the North Cell from the north end of the South Cell.

The Owner is planning to convert the gravel pits into an augmentation reservoir complex. The reservoirs will be used for water rights exchanges by conveying water between the reservoir complex and South Platte River. Hydraulic facilities will need to be designed and installed to provide infrastructure required to perform the exchanges. Hydraulic facilities would include a river inlet/outlet structure, metering vault, pump station, conduits, reservoir inlet and outlet structures, and other ancillary facilities to control and convey water. This phase of the project includes only the river inlet/outlet structure, conduit, and appurtenances. Design and construction of the pump station, reservoir inlet/outlet structures, and other conduits will be done in a future phase.

Preliminary design analysis was performed in 2013 by Owner and RJH Consultants, Inc. This work is memorialized in the Alternatives Planning Report (APR). A copy of this Report will be provided to the Proposers.

#### **Summary of Alternatives Planning Report**

Below is a summary of the significant sections in the ARP, which apply to this phase of the project.

- 2.1: Site Conditions
- 2.2: Subsurface Conditions
- 2.3: South Platte River
- 3.2: Design Criteria

- 3.2.1: General
- 3.2.2: Pump Station (not part of this Proposal scope)
- 3.2.3: Pumps (not part of this Proposal scope)
- 3.2.4: River Inlet/Outlet Structure
- 3.3: Hydraulic Facilities
  - 3.3.2: Alternatives
    - 3.3.2.2: South Cell Alternative
    - 3.3.2.3: North Cell Alternatives
- 3.4: Project Components
  - 3.4.2: Pump Station (not part of this Proposal scope)
  - 3.4.3: Pumps (not part of this Proposal scope)
  - 3.4.4: Controls and Instrumentation (only components not on Owner property)
  - 3.4.5: Conveyance Conduits (only between the River and the pump station wet well)
  - 3.4.6: Reservoir Inlet/Outlet Structures (not part of this Proposal scope)
  - 3.4.7: Reservoir Outlet Structures (not part of this Proposal scope)
  - 3.4.8: Flow Meter Vaults
  - 3.4.9: River Inlet/Outlet Structure
  - 3.4.10: Overflow Facility (not part of this Proposal scope)
  - 3.4.11: Electrical Power
- 4.2: Floodplain
- 4.3: Colorado Division of Reclamation Mining and Safety
- 4.4: US Army Corp of Engineers
- 4.5: Local Permits
- 4.6: Colorado Office of the State Engineer
- 4.7: Property Purchases, Rights of Way (ROW), or Easements

### **Project Design Objectives**

The following specific project objectives have been identified:

- Design criteria can be found in Section 3.2 of the APR.
- Validate the hydraulic system model in the APR.
- Validate the selection of the northwest corner of the South Cell for the location of the pump station as documented in the APR.
- Validate the selection of a 42-inch diameter conduit for conveying water from the pump station to the river as documented in the APR.
- The APR shows the conduit being installed across the property to the south of Weld County Road 8 that is owned by the City of Aurora. Discussions with Weld County indicate that Owner will be able to install the conduit in the existing Weld County Road 8 ROW. The current plan is to align the conduit in Weld County Road 8 ROW.
- Determine what property or easements may be needed for the river inlet/outlet structure, and any other appurtenances outside of the public ROW.
- Validate the location of the inlet/outlet structure at the riverbank as documented in the APR.
- Evaluate the schematic design of the river inlet/outlet structure. Owner has concerns that the structure could become a maintenance issue if the structure fills with sediment during high river flows.
- Given the relative depths of the conduit to the river and the bottom of the pump station wet well: Perform a cost/benefit analysis of designing and installing the lower portion of the wet well to eliminate multiple deep excavations.
- Participate in a 2-day Continuous Improvement Workshop (Lean 2P) to optimize the location and operations of the facility.
- Design welded steel conduit and plan and profile.
- Design river inlet/outlet structure and meter vault.

- Design a temporary electric service needed outside Owner property, electric, SCADA, and hydrogen sulfide gas (H<sub>2</sub>S) monitoring/mitigation needed at the inlet/outlet structure.
- Provide recommendations and design for mitigating the formation of H<sub>2</sub>S in the conduit, inlet/outlet structure, and pump station.
- Work with Owner to determine permits needed for construction of the project.
- Develop an Opinion of Probable Cost at each design gate.

### **Consultant Scope of Services**

The Consultant Scope of Services shall be developed for a complete design up to and including the Final for Construction Drawings. A detailed description of the required tasks follows.

Denver Water anticipates handling the bidding and construction phase services using in-house resources. However, Denver Water may add Consultant services during construction during the bidding and construction phases via a contract amendment.

### **Detailed Scope of Services**

#### ***Phase 1 – Project Management and Administration***

Project Management and Administration includes the following activities:

- General Project Management
- Project Management Plan
- Project Controls and Reporting
- Periodic Project Meetings

#### **Task 1.1: General Project Management**

Time for this task is allocated to the Consultant Project Manager to oversee and administer the project.

##### *Deliverables:*

- *Cost loaded schedule/work breakdown structure and time allocation.*

#### **Task 1.2: Project Management Plan**

The Project Management Plan will document the key project information required by the Consultant Project Team members to assist them in executing the project to meet the required objectives: On-time, on-budget, of quality, and meeting Owner's critical success factors. The key elements of the project plan are described as follows:

- The Project Charter will establish the project's goals, objectives, and critical success factors.
- Consultant Project Team members, roles, and responsibilities. This will also include the staffing plan (e.g., management, engineering, QA/QC, river morphology expert).
- Scope of Services with work breakdown structure.
- Baseline Planned Value (PV) schedule to be used for Earned Value (EV) reporting.
- Project schedule in GANTT chart format. Schedule updates shall be provided in monthly progress reports, if changes have been made and agreed upon by Owner. The project schedule shall be developed in the latest version of Microsoft Project; it shall include meetings, workshops, and key deliverables. Milestones for Owner-supplied information shall also be provided. The Project's Critical Path shall be identified with activities that support and impact the critical path.
- Project budgets.
- Communications Plan.
- Risk Management Plan.

- QA/QC Plan.
- Project documentation plan and file structure on Owner's ProjectWise platform.
- Change Management process.
- Conflict Resolution Plan.

Deliverable:

- *Project Management Plan (which includes the QA/QC plan)*

**Task 1.3: Project Controls and Reporting**

Monthly invoices shall be prepared and submitted to Owner. Invoices shall be broken down by task, Consultant, and Subconsultants and include the following:

- Owner's contract number
- Total contract amount
- Detailed charges for the current invoice period
- Total charges to date
- Earned value analysis and graph
- Previous billings
- Outstanding balance
- Current amount remaining
- Total amount due

The Consultant shall be responsible for the management of both the Consultant and the Subconsultant Project Teams' overall project controls, actively coordinating with the Owner's DPM to manage the following:

- Project costs
- Project schedule
- Document control

Monthly project status reports shall be prepared and submitted to the Owner, along with the monthly invoices. The reports shall include the following:

- A summary of services completed since the previous report
- The current project schedule and budget status
- Project issues and potential change logs
- Milestones and/or deliverables scheduled in the coming month

This task also includes monthly project review by the Consultant's management to ensure the project meets Owner's critical success factors, is on schedule, and is within budget.

Deliverables:

- *Monthly invoices*
- *Monthly project status reports*
- *Earned Value charts*

**Task 1.4: Project Meetings**

Project meetings include the key Project Team stakeholders and, as needed for the current topic, Consultant or Subconsultant team members.

Project Meetings shall include:

- Initial kickoff meeting
- AutoCAD Standards meeting. Meeting shall be held prior to starting any drafting work.

- Contract specialist staff meeting on specifications and formatting guidelines. Meeting shall be held prior to starting the specifications.
- Approximate bi-weekly Owner and Consultant Team meetings.
- Three Project Gate (30-60-90%) review meetings.
- Three Page Flip meetings with Owner's internal stakeholders at 30-60-, and 90%.

Deliverables:

- *Prepared agendas for each meeting*
- *Meeting minutes*
- *An ongoing log of decisions and conflict resolutions*

**Phase 2 – Initial Design**

Initial design is composed of preliminary design work done in advance of starting the drawings and specifications. It includes the following activities:

- Preliminary Pipe and Hydraulic Analysis

**Task 2.1: Preliminary Pipe and Hydraulic Analysis**

This task consists of evaluating the preliminary information in the APR.

- Assume 80 cfs maximum flow rate in both directions.
- Assume velocity less than 12 fps.
- Evaluate the size of conduit needed to pass these flows.
- Size the pipe using a smooth, continuous slope.
- Identify the preliminary alignment of the pipe.

Deliverable:

- *Preliminary Pipe Design and Hydraulic Analysis Memorandum - Provide recommendations for the size, slope, and alignment of the conduit. Include the supporting analyses and note all assumptions. (Memorandum will be finalized at 60% Design.)*

**Task 2.2: Preliminary River Inlet and Outlet Structure Analysis**

This task consists of analyzing the inlet/outlet structure schematic from the APR. Additionally, develop other potential structures that can be compared.

- Owner has concerns with the long-term performance and maintenance of the inlet/outlet structure including:
  - Potential for sediment intrusion into the structure.
  - Will it work at very low river flowrates.
  - Potential for the river to change course, leaving the structure isolated and unable to perform as intended.
  - Does it make sense to add low head dams in the river to control sediment loads?
  - Does it make sense to line a portion of the riverbank?
- Develop at least 3 alternative structures that can be compared to each other.
- Selection of the final structure shall be based on functionality, predicted performance, ease of access, cost and ease of maintenance, ease of operation, and cost to build.
- The structure shall be configured such that it serves as both an inlet and outlet between the river and the Complex.
- At this Task level, Owner wants to be assured that the structure will work as intended without significant maintenance issues, especially due to river sediment intrusion, or river channel migration.
- Consultant shall plan on participating in a 2-day Lean 2P workshop to aid in selection of the alternative to be designed.

- Owner has experienced extreme corrosion problems due to H<sub>2</sub>S gas inside several facilities that store South Platte water downstream of the Metro Wastewater Plant. This task shall analyze ways to mitigate the H<sub>2</sub>S problem.

Deliverable:

- *Preliminary River Inlet and Outlet Structure Memorandum - Detail findings based on the 2P workshop, hydraulics modeling, H<sub>2</sub>S corrosion mitigation analysis, list assumptions and provide recommendations. Indicate conditions that could present a high-risk potential to the project. (Memorandum will be finalized at 60% Design.)*

**Task 2.3: Cost-Benefit Analysis of Constructing Deep Portion of the Pump Station Wet Well**

This task consists of analyzing the potential benefits of designing and constructing the pump station wet well that will lie below the invert of the inlet/outlet conduit.

- Since the Complex end of the conduit will require a deep excavation, determine if it is economically and constructability beneficial to design and install the deep portions of the wet well in order to eliminate multiple deep excavations in the same location.

Deliverable:

- *Preliminary Wet Well Structure Memorandum - Detail findings based on the cost-benefit analysis, list assumptions, and provide recommendations. Indicate conditions that could present a high-risk potential to the project. (Memorandum will be finalized at 60% Design.)*

**Phase 3 – Geotechnical Investigation**

Perform a geotechnical investigation, including both field and laboratory work. Provide both a draft report for Owner’s review and a final report. The final report should be part of the 60% design submittal. The investigation should use the recommendations from Tasks 2.1, 2.2, 2.3, and include field and laboratory analyses/measurements to provide design and construction information, including the following:

- Soil and rock types to be encountered during excavation
- Potential for rock excavation
- Material properties
- Spoils reuse potential
- Compaction requirements for conduit and road
- Ground water levels

If a portion of the conduit will be installed by tunneling, a Geotechnical Baseline Report (GBR) shall be performed for the tunnel. Include an allowance for the GBR in the Proposal.

Deliverables:

- *Preliminary Geotechnical Investigation Report - Report should contain an executive summary with the recommendations*
- *Final Geotechnical Investigation Report*

**Phase 4 – 30% Design Submittal**

The Standards Meeting for preparation of both the drawings and specifications shall be completed prior to starting work on either of these tasks. This task culminates in the 30% Design Submittal and the 30% Project Gate. The 30% Design task shall include the following:

- 30% Design Tasks

- 30% Drawings
- 30% Technical Specifications
- 30% Constructability Review, Opinion of Probable Cost, and Construction Schedule
- Identify all permits needed for this Project

#### **Task 4.1: 30% Design Tasks**

The 30% Design Gate finalizes the scope for the project. Task 4.1 is the design effort necessary to determine the scope and involves all the design disciplines on the project.

##### Deliverables:

- *Basis of Design Memorandum - This document is meant to be a broad reaching memorandum to cover all the major design criteria used for the project. The purpose is to document the design criteria such as loading criteria, regulatory standards and codes, permits, materials, and design processes used.*

#### **Task 4.2: 30% Drawings**

At 30% Design, the Consultant shall prepare a list of all anticipated drawings with numbering. The following list shows the types of design drawings anticipated for the project. The 30% drawings should reflect finalized locations, and facility elevations, demolition scopes, and rough layout of new facilities. General drawings shall be at least 60% complete. Electrical site plans with major equipment and utility routing, preliminary equipment schedule, and one-line drawings should be included. Placeholders should be included for any drawings not started.

- Cover Sheet, Location Map, and Index
- General Site plan/Staging areas
- Survey Control Diagram (supplied by Owner)
- Erosion/ Stormwater Control Drawings
- Civil Site Plans
- Pipe Plan and Profile Drawings
- River Inlet and Outlet, and Meter Vault Structure plan, profiles, sections, and details
- Site Reclamation drawings
- Structural Drawings – River Inlet and Outlet, and Meter Vault Structures
- Electrical site plan and facilities
- Civil/Electrical/Structural/Mechanical Details
- Cathodic protection details and schedule
- Reference Drawings (Assume up to 10)

##### Deliverable:

- *30% Design Drawings in electronic format (CAD and PDF)*

#### **Task 4.3: 30% Technical Specifications:**

For the 30% design submittal, the Consultant shall identify the technical specifications applicable to the project.

- Identify the existing CPCS specifications that are relevant to the project.
- Identify any specifications not included in the CPCS that will be created specifically for the project (Project Specific Technical Specifications). Note that all projects include Section 01 11 00 – Summary of Work. For all other proposed new specifications, provide an explanation as to why it is needed.

##### Deliverables:

- *List of applicable CPCS sections*
- *List of Project Specific Technical Specifications*

#### **Task 4.4: 30% Constructability Review, Opinion of Probably Cost and Construction Schedule**

The Consultant's Construction Specialist shall evaluate the 30% design with respect to construction issues. This task shall include the following:

- Review the 30% design scope and construction constraints on the project to estimate the productivity and produce a construction schedule.
- Analyze the risk factors related not getting project completed within the allowable time. Recommend methods that could be incorporated in the design or contract specifications, that could reduce this risk, such as milestones or work phasing. While completion of the entire scope is desired, if there is significant risk that this would not happen, then the contract should be set up in a manner to allow stopping points.
- Recommend the best way to present the Schedule of Values. This may include whether certain portions of the work should be bid out as work alternates that could serve as stopping points in the scope.
- Provide an Opinion of Probable Cost, with appropriate contingency for 30% design.

##### Deliverables:

- *30% Constructability Review Memorandum - This shall include the proposed construction schedule and 30% Opinion of Probable Cost as an appendix. Document the assumptions used to develop both the schedule and estimate, and discuss risks to the project. Include recommendations for the contract documents.*

#### **Phase 5 – 60% Design Submittal**

This task culminates in the 60% Design Submittal. The 60% Design task shall include the following:

- 30% Comment Resolution Matrix
- 60% Design Tasks
- 60% Drawings
- 60% Technical Specifications
- 60% Constructability Review, Opinion of Probable Cost, and Construction Schedule

##### **Task 5.1: 30% Comment Resolution**

Provide a response matrix to address comments provided by Denver Water on the 30% design submittal. The response document should be submitted at least 2 weeks in advance of submitting the 60% design.

##### Deliverables:

- *Workshop to discuss 30% review comments*
- *30% Comment Resolution Matrix*

##### **Task 5.2: 60% Design Tasks**

By the 60% design gate, the three Preliminary Design Memoranda shall be finalized. Major work during this design phase will be focused on structural and electrical design. All electrical coordination work with other disciplines will be performed during this period.

##### Deliverables:

- *Final Pipe Design and Hydraulic Analysis Memorandum - Include final information for the design parameters and modeling. Discuss the design of blow-offs and air-vacuum valves. Include all relevant calculations. Discuss the selected installation approach; open cut, tunnel, or combination.*

- *Final River Inlet and Outlet Structure Design Memorandum – Include final information determining the type and location of the structure. Include schematic of the structure and appurtenances. Note any critical construction parameters.*
- *Final Wet Well Structure Memorandum – Include final determination regarding when to design and install the Pump Station Wet Well. If the wet well is included in this phase of the work, include schematic of the wet well structure. Note any critical construction parameters.*

**Task 5.3: 60% Drawings**

The 60% Design Drawings should meet the requirements of Denver Water’s CPPM with respect to drawing completion, including the following criteria:

- General Drawings – 90% complete
- Civil – 90% complete
- Structural Plans – 50% complete, most reinforcing shown
- Electrical – 60% complete

Deliverable:

- *60% Design Drawings in electronic format (CAD and PDF)*

**Task 5.4: 60% Technical Specifications:**

The 60% technical specification submittal shall include the following:

- Project modifications to the Owner’s CPCS using the Supplementary Technical Specifications (STS) format, for all divisions.
- All standard STS that are required on Owner’s projects (available online).
- Project Specific Technical Specifications, including Section 01 11 00.
- Final Geotechnical Report as Exhibit A

Deliverable:

- *60% Specification Package (PDF and Owner’s format)*

**Task 5.5: 60% Constructability Review, Opinion of Probable Cost and Construction Schedule**

The Consultant’s Construction Specialist will evaluate the 60% design submittal and update the opinion of probable cost, proposed construction schedule and include any new project recommendations.

Deliverable:

- *60% Constructability Review Memorandum - This shall include the 60% construction schedule and 60% Opinion of Probable Cost as an appendix. Document the assumptions used for the schedule and cost estimate, identify continuing project risks and include any further recommendations to the contract documents.*

**Phase 6 – 90% Design Submittal**

The 90% Design task shall adhere to the requirements of Denver Water’s CPPM. This task culminates in the 90% Design Submittal/Project Gate. The 90% Design task shall include the following:

- 60% Comment Resolution Matrix
- 90% Design Tasks
- 90% Drawings
- 90% Technical Specifications

- 90% Constructability Review, opinion of probable cost, and construction schedule
- QA/QC Colored Drawings

**Task 6.1: 60% Comment Resolution**

Provide a response matrix to address Owner’s comments on the 60% Design Submittal. The response document should be submitted at least 2 weeks in advance of the 90% Design Submittal.

Deliverables:

- *Workshop to discuss 60% review comments*
- *60% Comment Resolution Matrix*

**Task 6.2: 90% Design Tasks**

Task 6.2 is the design effort necessary to complete the design and to document all the technical information not otherwise detailed in design memoranda.

Deliverables:

- *Structural Design Calculation Package*
- *Electrical Design Calculation Package*

**Task 6.3: 90% Drawings**

The 90% Design Drawings should constitute the complete design.

Deliverable:

- *90% Design Drawings in electronic format (CAD and PDF)*

**Task 6.4: 90% Technical Specifications:**

The 90% technical specification submittal shall constitute the completed technical specifications.

Deliverable:

- *90% Technical Specifications (in PDF and Owner format)*

**Task 6.5: 90% Constructability Review, Opinion of Probable Costs, and Construction Schedule**

The Consultant’s Construction Specialist will evaluate the 90% design submittal and update the opinion of probable costs, and proposed construction schedule.

Deliverables:

- *90% Constructability Review Memorandum - This shall include the proposed construction schedule and 90% Opinion of Probable Cost as an appendix. The memorandum shall document the assumptions used for the schedule and cost estimate.*

**Task 6.6: QA/QC Colored Drawings**

The Consultant will submit a set of Colored Drawings, in accordance with the color criteria listed in the Owner’s CPPM. This set shall be part of the 90% submittal. The Colored Drawings shall be signed and dated by the QA/QC reviewer.

Deliverables:

- *Colored Drawing set (PDF)*

## **Phase 7 – Final for Bid Documents**

Task 7 is the final work product prior to Owner advertising the project for bidding. The work under this task includes the following:

- 90% Comment Resolution
- Final for Bid Drawings
- Final for Bid Technical Specifications

### **Task 7.1: 90% Comment Resolution**

Provide a response matrix to address all comments (including those from the Colored Drawing Set) on the 90% design submittal. The response document should be submitted with the final for construction set.

#### Deliverables:

- *Workshop to discuss 90% review comments*
- *90% Comment Resolution Matrix*

### **Task 7.2: Final for Bid Drawings**

This task consists of producing the final for bid drawings. Plans shall be signed by the Consultant and initialed by Owner.

#### Deliverables:

- *Final for Bid Drawings – signed and sealed -full size paper copy 22" x 34"*
- *Final for Bid Drawings (CAD and PDF)*

### **Task 7.3: Final Technical Specifications**

This task consists of providing the final technical specification

#### Deliverable:

- *Final for Bid Technical Specifications, including all Exhibits (MS Word and Owner format)*

### **Task 7.4: Bidding Phase Services**

This task consists of providing services to Denver Water during the Project's bidding phase.

#### Deliverable:

- *Attendance at pre-bid meeting*
- *Preparation of responses to all bidder questions*
- *Preparation of all contract drawings and specifications for addenda*
- *Assistance to Owner in bid comparison, evaluation, and contractor selection*
- *Attendance and Project Presentation at Owner's Board Meeting*

## **Phase 8 – Final for Construction Drawings**

Phase 8 is the production of the Final for Construction Drawings. The drawings must be initialed, signed and sealed by the Consultant's Professional Engineers of Record, and initialed by Owner.

#### Deliverables:

- *Final for Construction Drawings and Specifications – signed and sealed – full size paper copy 22" x 34"*
- *Final for Construction Drawings (CAD and PDF)*

## **Consultant Qualifications**

Project team members shall have demonstrated experience that is similar in nature to that required for the project. The Consultant team shall include a Construction Specialist who is/was a contractor experienced in civil/conduit projects of this size. The Consultant team shall include a river morphology expert to aid in design of the river inlet/outlet structure. Contractors involved in the design phase of the project are permitted to bid on the project. All Consultant team members providing design shall be Colorado-registered Professional Engineers. Project Management Professional (PMP) certification for the team lead is preferred, but not required.

Consultant Proposal shall include a project team organizational chart and provide the resumes of key team members.

## **Owner Responsibility**

The Owner will provide the Consultant with available relevant information to aid in the design process. This includes, but is not limited to:

- Provide project objectives
- Provide the preliminary and final endorsed Project Work Plans
- Provide site survey information and basemap
- Provide reference drawings
- Provide the survey point control tables, locations, and survey notes for the Survey Control Diagram Drawing (assume one sheet)
- Provide the 30-60-90% review comments in accordance with the project schedule
- Complete the front end (legal) portion of the Specifications, which shall be combined with the Consultant's technical specifications to produce the complete document
- Update the Work Plan for 90%, with input from Consultant, and coordinate Work Plan endorsements
- Assemble the final design documents and issue the Final for Bid contract documents

## **Project Assumptions**

The following assumptions were made in the development of this Scope of Work:

- The project shall be in accordance with the Owner's: CPPM, Capital Projects Construction Standards (CPCS) and CAD Drafting Standards, which are located online at: <https://www.denverwater.org/contractors/construction-information/design-standards>
- The project shall be executed using the methodology and processes described in the CPPM. The milestones for 30-60-90% complete shall meet the minimum criteria described in the CPPM.
- The project will be developed in the ProjectWise environment, on Owner's platform. Information transfers, review sets and other deliverables will be shared and distributed through ProjectWise.
- All relevant computer input and output files, and calculations and reference material used to develop the design will be stored on the ProjectWise site and appropriately labeled.
- Drawings shall be done in the AutoCAD Civil 3D 2018 platform, in accordance with Owner's CAD Standards. Drawings shall utilize Owner's CPCS drawing details where feasible.
- Project specifications shall be submitted in the latest CSI format and adhere to Owner's Engineering Specification and Formatting Guidelines (to be provided after award of the contract).
- Consultant shall attend a meeting with Owner's Drafting Supervisor to discuss Owner's Drafting Standards. The meeting shall be attended by the Consultant's drafting team.
- Consultant shall attend a meeting with Owner's Contract Specialist personnel to discuss Denver Water's guidelines for specification preparation. The meeting shall be attended by the Consultant's personnel producing the specifications.
- Consultant shall submit PDF of 60% and 90% technical specification for formatting review a minimum of 3 days prior to Project Gate submittal dates.

- Construction Contract General Conditions, will be provided by Denver Water via the CPCS.
- Additional justifiable survey requests by the Consultant, including potholing, will be provided by the Owner. (The ability to obtain this work in a timely manner will be dependent upon site conditions)
- The Consultant is to assume the site is free of any sensitive cultural resources.
- Denver Water will provide payment for any required review fees to outside agencies necessary for project approval prior to bidding.

### **MWBE Goal**

Denver Water has a goal to support a diverse business community and is committed to providing opportunities for Minority and Women-owned Business Enterprises (MWBE). In keeping with that commitment, an MWBE goal of 5% has been set for this Work. More information on Denver Water's MWBE Program can be found online: <https://www.denverwater.org/contractors/bid-and-contract-opportunities/supplier-diversity-program>.

### **Project Design Schedule**

Denver Water may elect to follow the proposals with a formal questionnaire and/or interview to assist with the Proposal evaluation.

The anticipated Project Schedule is summarized as follows:

- May 21, 2019 RFP advertised through Denver Water website
- June 4, 2019 Pre-Proposal Meeting at Denver Water
- July 8, 2019 Proposals Due
- July 10, 2019 Consultant Interviews (if needed)
- July 11, 2019 Consultant Selection Finalized
- July 24, 2019 Consultant Agreement taken to Board (if required)
- August 12, 2019 Kickoff Meeting
- August 28-29, 2019 2-day Continuous Improvement Workshop (Lean 2P)
- August 13, 2019 30% Design Due
- September 16-30, 2019 30% Review Period by Denver Water
- November 22, 2019 60% Design Due
- Nov 25 – Dec 9, 2019 60% Review Period by Denver Water
- January 31, 2019 90% Design Due
- February 3-17, 2019 90% Review Period by Denver Water
- March 31, 2019 Bid Ready

Any requests for clarification or additional information regarding the submission of this RFP shall be submitted via e-mail to: erik.holck@denverwater.org, or in person during the Pre-Proposal Meeting. A Pre-Proposal Meeting is scheduled for 10:00 a.m. local time, Tuesday, June 4, 2019, in Engineering Conference Room 308, 1600 West 12th Avenue, Denver, CO 80204. Attendance is a requirement for submission of a Proposal. No official site visit will be scheduled. Consultants should visit the site at their convenience.

### **Proposal Requirements**

The Proposal shall outline the Consultant's Scope of Services, which shall include, at a minimum, the criteria set forth within this RFP and the Consultant's approach to administer and complete the project. A detailed project approach assists the Owner in understanding the Consultant's comprehension of the project and the opportunities and constraints that a project of this complexity may contain. At a minimum, the Proposal shall include the following:

- Cover letter.
- Project approach, including any unique solutions and modifications or changes to the listed tasks or schedules. Clearly identify assumptions.

- Tailored 2-page resumes for key personnel in all relevant project disciplines. Include projects similar in nature and complexity to the Lupton Lakes Complex - River Inlet and Outlet Project. Note that key personnel proposed for the project shall remain available for the entirety of the project. A change of project personnel will only be permitted in extreme circumstances and may be subject to a monetary penalty.
- Manpower labor estimate (work breakdown structure) by labor type/hours for the following major project phases and tasks provided under *Scope of Services*. Include the corresponding hourly rates (an 11-inch by 17-inch format for the work breakdown structure is acceptable). Provide a valid 2019 labor rate sheet and detail how indirect costs will be invoiced.
  - Phase 1: Project Management and Administration
    - Task 1.1: General Project Management
    - Task 1.2: Project Management Plan
    - Task 1.3: Project Controls and Reporting
    - Task 1.4: Project Meetings
  - Phase 2: Initial Design
    - Task 2.1: Preliminary Pipe and Hydraulic Analysis
    - Task 2.2: Preliminary River Inlet and Outlet Structure Analysis
    - Task 2.3: Cost-Benefit Analysis of Constructing Deep Portion of the Pump Station Wet Well
  - Phase 3: 30% Design Submittal
    - Task 3.1: 30% Design Tasks
    - Task 3.2: 30% Drawings
    - Task 3.3: 30% Technical Specifications
    - Task 3.4: 30% Constructability Review, Cost Estimate and Construction Schedule
    - Task 3.5: Identify all permits needed for this project
  - Phase 4: Geotechnical Investigation
  - Phase 5: 60% Design Submittal
    - Task 5.1: 30% Comment Resolution
    - Task 5.2: 60% Design Tasks
    - Task 5.3: 60% Drawings
    - Task 5.4: 60% Technical Specifications
    - Task 5.5: 60% Constructability Review, Cost Estimate and Construction Schedule
  - Phase 6: 90% Design Submittal
    - Task 6.1: 60% Comment Resolution
    - Task 6.2: 90% Design Tasks
    - Task 6.3: 90% Drawings
    - Task 6.4: 90% Technical Specifications
    - Task 6.5: 90% Constructability Review, Cost Estimate and Construction Schedule
    - Task 6.6: QA/QC Colored Drawings
  - Phase 7: Final for Bid Documents
    - Task 7.1: 90% Comment Resolution
    - Task 7.2: Final for Bid Drawings
    - Task 7.3: Final Technical Specifications
  - Phase 8: Final for Construction Drawings
- A detailed schedule with any deviations from the schedule included herein clearly identified and tied to the project approach.
- A written statement regarding the Consultant's eligibility to perform the work without a conflict of interest.
- A written statement regarding the Consultant's willingness to enter into a contract based on the draft proposal Agreement in Appendix A, including the insurance requirements. Any requested changes to the contract language shall be included in this written statement.
- No page limit will be imposed on the Proposal; however, the Consultant is encouraged to only provide information that is directly relevant to the project.

## Selection Criteria

The Owner's review team will review the Proposals and select based on best value, while considering the following criteria:

Criteria	Standard	Weighting Factor
Project Team Qualifications	Do the assigned personnel have the skills and experience to provide a detailed and complete study? Do the personnel performing the design work have their PE registration? Are the proposed personnel local? Do the personnel have firsthand experience in this type of work? Does the team have the appropriate support capabilities to meet the scope, schedule, and demands of the project? Does the team have prior experience with Denver Water design projects, CPPM and CPCS requirements, and standards? (Maximum Score=10)	4
Proposed Approach, Project Plan, and Schedule	Does the Proposal show a clear understanding of the project objectives and the results desired from the project? Is the Proposal easy to understand? Does the Consultant offer a different approach that is beneficial to the project? Is the schedule realistic? (Maximum Score =10)	3
Cost and Work Hours	Do the work hours presented accurately reflect the level of effort required to complete the project? How are the hours allocated between less experienced and more experienced design personnel? Is there sufficient QA/QC time? How do unit labor and overhead costs compare to other firms? (Maximum Score =10)	2
MWBE Participation	Proposal will receive the score if the stated MWBE goal of 5% is achieved. While Proposers are encouraged to exceed this percentage, no higher score will be given. No score will be awarded to percentages that are below 5%, and Proposal may be disqualified.	1

The scale of the criteria is from 1 to 10; a score of 1 is a poor rating, 5 is an average rating, and 10 is an outstanding rating. Criteria will be multiplied by the associated weight to give a weighted criteria score. The weighted criteria scores will be summed for a cumulative score. The maximum possible cumulative score is 100.

## Proposal Submittal

Selection of a Consultant will be based on the selection criteria previously described. The Proposal shall address each component of the selection criteria. Interviews will be conducted if needed on July 19, 2019.

Costs associated with Proposal preparation, pre-proposal meeting attendance, interview attendance, etc. shall be borne entirely by the proposing Consultant. Proposal information will become the property of the Owner.

- **Proprietary or Confidential Information:**
  - Proposers acknowledge that Denver Water may be required to disclose any or all the documents submitted with a Proposal, pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201.1, et seq. Under C.R.S. § 24-72-204(3)(a)(IV), Denver Water may deny inspection of any confidential commercial or financial information furnished to Denver Water by an outside party. Therefore, a Proposer must clearly designate any documents submitted with its Proposal that the Proposer deems proprietary or

confidential, to aid Denver Water in determining what must be disclosed in response to a request for documents under the Colorado Open Records Act.

- The Proposer's designation of material to be redacted must be reasonable or it will not be honored. For example, a Proposer may not designate the entire Proposal to be confidential and proprietary.

Four hardcopies and one electronic copy (a PDF on a flash drive) of the Consultant's Proposal and all attachments shall be submitted by 12:00 p.m. on Monday July 8, 2019, Attention: Erik Holck, Design Project Manager, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204. In addition, Consultant should submit one hardcopy of the Proposal with intellectual or proprietary property redacted.

Please contact Erik Holck at 303-628-6447 or [erik.holck@denverwater.org](mailto:erik.holck@denverwater.org) with questions regarding this request.

## **Attachments**

### **Figures**

- Figure 1.1 – Site Location Map
- Figure 3.21 – Plan of River Inlet-Outlet Structure Locations
- Figure 3.22 – River Inlet-Outlet Structure Plan and Sections
- Figure 3.23 – Electrical Site Plan
- Figure 4.1 – Plan of Property Boundary

## **Appendix**

Appendix A – Draft Consultant Agreement

APPENDIX A  
Sample Proposal Agreement

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (“Board”), a municipal corporation of the State of Colorado whose address is 1600 W. 12th Avenue, Denver, Colorado 80204, and **Verify the correct legal name of the Consultant and insert here** ("Consultant"), whose address is **Insert Consultant's address**. The Board and the Consultant agree as follows:

1. Scope of Work. The Consultant agrees to provide work to the Board in accordance with Exhibit A, attached and incorporated (the “Work”). The Work specifically includes any and all deliverables provided to the Board under this Agreement. Generally, the Consultant will **Insert description of the work the Consultant will perform**.

2. Notice to Proceed. **DELETE THIS PARAGRAPH IF DENVER WATER WILL NOT ISSUE A NOTICE TO PROCEED, WHICH NOTIFIES THE CONSULTANT THAT IT MAY BEGIN THE WORK**. The Board will issue a Notice to Proceed with the required Work after the effective date of this Agreement and after the Board has received satisfactory certificates of insurance as required in this Agreement, whichever is later.

3. Time of Commencement and Completion of Work. **DENVER WATER MAY ADD MILESTONES FOR THE PROJECT TO THIS PARAGRAPH OR REFERENCE MILESTONES IN AN ATTACHMENT**. The Board shall not dictate times of performance of the Work, except that the Consultant shall commence the Work as soon as necessary after receipt of a Notice to Proceed, if required by this Agreement, or else after the effective date of this Agreement. The Consultant shall complete the Work no later than **Insert date by which Work must be completed**. The Consultant and the Board must agree upon any extensions of the completion date in a written amendment.

4. Consultant Responsibility. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all studies, reports and other Work performed under this Agreement. The Consultant is responsible for providing the materials, equipment, training and tools necessary for performance of the Work. The Consultant represents that all Work performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standards of care of the Consultant’s profession prevailing in Colorado. Without additional compensation, and without limiting the Board’s remedies, the Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Work not meeting that standard of care, including any breaches of the representations in this Agreement.

5. Confidentiality of Information. The Consultant 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 Consultant shall not disclose such information to others without the prior written consent of the Board, except as required by law.

**Insert Name of Consultant and/or Contract No.**

6. 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 Consultant 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. Consultant 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. Consultant agrees not to use, and hereby represents that Consultant 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 Consultant 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. Consultant 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. Consultant represents 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 Consultant may retain one copy of all documents prepared under this Agreement. Any reuse of the Consultant's work product for any use other than as contemplated by this Agreement shall be at the Board's sole risk.

7. Compensation and Invoicing. The Board shall compensate the Consultant for Work performed under this Agreement as described in this paragraph. The compensation for the Consultant provided by this Agreement is entire and complete. The Consultant has not received and will not receive any other compensation in connection with this Agreement. The Consultant warrants that it has not paid or promised to pay any compensation to anyone (except Board-approved subcontractors and the Consultant's officers and employees) in order to obtain this Agreement.

**Insert Name of Consultant and/or Contract No.**

- a. The Consultant will be paid an hourly rate that includes labor, payroll, all overhead expenses, and profit. Overhead expenses include charges for clerical, administrative, accounting, legal, and computer personnel and may not be billed separately. The hours billed by the Consultant shall not exceed hours actually worked on the Work, as shown in the Consultant's timekeeping records, and shall be limited to the hours actually paid to the employee for the Work. The following chart identifies the particular persons or classes of persons who will perform Work under this Agreement and the hourly rate for each. The Consultant shall not bill the Board for persons or classes of persons not listed below or at hourly rates different from those specified below.
- b. The Consultant shall provide invoices each month for Work accomplished through the last day of the preceding month. The Consultant's invoices shall include a description of the Work performed by and the hours worked by each person for the billing period. The Consultant must submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include the contract number of this Agreement on each invoice.
- c. The Consultant will be paid for the following out-of-pocket costs, as long as they are approved in advance by the Board:

Approved costs should not include more than the following: travel expenses; long distance telephone calls; postage; faxes; express delivery services; printing and reproduction; photocopying; materials specified in the Agreement; and subcontracted work.

The Consultant shall bill for the out-of-pocket costs listed above at actual costs without markup. For any out-of-pocket costs that exceed \$200.00, the Consultant shall provide a copy of the underlying invoice, travel voucher or other document supporting the out-of-pocket cost.

- d. The total compensation under this Agreement, including out-of-pocket costs, shall not exceed \$**Insert not-to-exceed amount**.

8. Payment. Payments shall be based upon the Consultant's verified progress in completing the Work. Unless the Consultant has not properly performed the Work, invoices will be paid within thirty (30) days of receipt. The Board has the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement; all undisputed portions of the invoice shall be paid. The Board may delay payment 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 the Consultant regarding an invoice. **The Board will not issue payments unless the Consultant has current insurance coverage in accordance with this Agreement.** Checks shall be made payable to the trade or business of the Consultant.

9. Records and Audits. The Consultant shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting

**Insert Name of Consultant and/or Contract No.**

documentation for all Work, purchases, and billings under this Agreement. The Consultant shall retain all such accounting records and documentation for at least two (2) years after final payment. The Board has the right to audit the accounting records and documentation of Consultant related to the Work at any time during the period of this Agreement and for two (2) years after final payment. The Consultant 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 has 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 this Agreement. Requests for material changes in the Work may be made by the Board orally or in writing; however, oral requests shall be confirmed by a written request within ten (10) business days after the oral request. If the Board directs the Consultant to proceed with a material change, the Consultant shall be paid for the change as agreed to by the parties.

11. Independent Contractor.

- a. The Consultant is customarily engaged in an independent trade, occupation, profession or business related to the Work, and nothing in this Agreement requires the Consultant to work exclusively for the Board during the term of the Agreement.
- b. Nothing in this Agreement shall be construed to establish the Consultant as an agent or employee of the Board for any purpose. The Consultant and its employees, agents, and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board in performance of the Work.
- c. The Board shall not oversee the Work of the Consultant or instruct the Consultant on how or when to perform the Work, except that the Board and the Consultant have agreed to a completion date for the Work. The Consultant shall in all respects be an independent contractor of the Board in its performance of the Work.
- d. THE CONSULTANT ACKNOWLEDGES THAT IT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS AS A RESULT OF PERFORMANCE OF THE WORK FOR THE BOARD.
- e. THE CONSULTANT ACKNOWLEDGES THAT IT IS OBLIGATED AND SOLELY LIABLE TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT, WHICH MAY INCLUDE 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. THE CONSULTANT SHALL INDEMNIFY THE BOARD FOR ANY LIABILITY RESULTING FROM NONPAYMENT OF THE CONSULTANT'S OBLIGATIONS UNDER THIS PARAGRAPH.

12. Insurance.

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

The Consultant shall maintain the following insurance in full force and effect during the full term of this Agreement. The Consultant 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 limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. 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:  
Consultant shall maintain automobile liability insurance as required by Colorado law. The Board does not require a certificate of insurance unless this subparagraph (b) requires insurance that exceeds the statutory requirements.

In addition to the statutory requirements, Consultant shall maintain automobile liability insurance with limits not less than \$1,000,000 each accident for owned, non-owned and hired vehicles used in the performance of Work under this Agreement.

Furthermore, Consultant shall extend coverage for non-owned vehicles with liability limits not less than \$1,000,000 each accident.

- c. Professional Liability Insurance:  
Professional liability insurance with limits not less than \$1,000,000 per claim covering all licensed professionals performing Work under this Agreement.
- d. Workers' Compensation Insurance:  
The Consultant is located in Colorado and maintains workers' compensation insurance, as required under the laws of the State of Colorado. Other Requirements:
- 1) The Consultant'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.
  - 3) Thirty (30) days' advance written notice of cancellation shall be provided to the Board, except for ten (10) days' advance written notice in the event of cancellation due to non-payment of premium.

**Insert Name of Consultant and/or Contract No.**

- e. The Consultant shall provide copies of insurance policies upon request of the Board and in redacted form if necessary to protect confidential information.
- f. The Board reserves discretion to accept alternative types of insurance.

13. Compliance with Laws. In performing this Agreement, the Consultant 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. The Consultant 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 the Consultant on this Agreement: (1) certifies that the Consultant 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 the Consultant utilizes subcontractors or employees in the Consultant's business.*

- a. The Consultant 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 the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- b. The Consultant 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.). The Consultant may not use either the e-verify program or the department program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.
- c. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:
  - 1) Notify the subcontractor and the Board within three days that the Consultant 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 the Consultant shall

Insert Name of Consultant and/or Contract No.

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. The Consultant 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. The Consultant acknowledges that in the event the Consultant 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, the Consultant shall be liable for actual and consequential damages to the Board.

14. Safety and Security. The Consultant must comply with applicable safety and occupational health standards, specifications, reporting, and any other relevant requirements. The Consultant also must check in with the Board's Security personnel at each location, where applicable; display appropriate identification at all times while on the Board's premises; and notify the Board's Security personnel in writing in advance of any anticipated third-party deliveries with the name of the delivery person and the approximate time of arrival.

15. Personnel Screening.

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 Consultant will submit the employee's or agent's name to the Board 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. Consultant'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, the Consultant also will conduct a credit history check on the employee or agent and certify on the Board-provided Certification of Personnel Screening form that the Consultant has determined that the employee or agent does not pose a risk to the Board. The Board reserves the right to direct the Consultant 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.

16. Liability. The Consultant 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 Consultant or the Consultant's officers, subcontractors, agents, or employees.

17. Standards of Conduct – Nondiscrimination and Respectful Workplace. The Consultant agrees not to discriminate against any Board employee, or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, pregnancy, military status, marital status, or disability. The Consultant further agrees not to conduct business in a manner that brings discredit to the Board or creates a hostile or disrespectful work environment for Board employees, Board customers, or other contractors performing work for the Board. The Board reserves the right at its sole discretion to terminate this Agreement if the Consultant is an individual, or to direct the Consultant to assign another employee or agent to perform the Work, if the Board has reason to believe that during the term of the Agreement the Consultant, or the assigned employee or agent engaged in activity prohibited by this section.

18. Small Business Enterprises; Minority- and Women-Owned 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") and Minority- and Women-Owned Business Enterprises ("MWBEs"). The Consultant agrees to make a good faith effort to involve SBEs and MWBEs in the Work if and when the opportunity arises.

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

20. 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 Consultant. If any portion of the project shall be terminated or suspended, the Board shall pay the Consultant equitably for all Work properly performed pursuant to this Agreement. If the project is suspended and the Consultant 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 Consultant shall immediately deliver to the Board any documents then in existence that have been prepared by the Consultant pursuant to this Agreement and that have been paid for by the Board.

21. Default. Every term and condition of this Agreement is 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.

22. 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 the Consultant fails or neglects to perform the Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge the Consultant for the full cost of the corrections. The parties agree that no profits that the Consultant might realize from this or other work are within the scope of their agreement. They further agree that the Consultant waives any right to recover and shall not be compensated for any such lost profits or other consequential damages arising from a breach by the Board.

23. 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. Any declared force majeure that remains in effect for longer than ninety (90) days entitles either party to unilaterally terminate this Agreement.

24. Assignment and Subcontracts. The Consultant may not assign this Agreement or any right or liability of this Agreement or enter into any subcontract or amend any subcontract related to this Agreement without prior written consent of the Board. Any subcontract must include language similar to the Records and Audits paragraph of this Agreement, requiring records to be adequate and available for Board audit. 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 the Consultant nor any other person or entity is intended by the parties to be a third-party beneficiary of this Agreement.

25. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement will remain enforceable to the fullest extent permitted by law.

26. Venue and Governing Law. 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 outside the City and County. The sole 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.

27. Notice and Contact. The parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (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 e-mail. If notice is provided by e-mail, the notifying party must follow up with a hard copy of the notice sent by United States mail; however, the notice will be effective as of the original e-mail date.

If to the Consultant:

Insert name of the Consultant  
Insert mailing address of the Consultant  
Insert e-mail address of the Consultant

Insert Name of Consultant and/or Contract No.

If to the Board:

**Insert title of person responsible for contract**

Denver Water Department  
1600 West 12th Avenue  
Denver, Colorado 80204

**Insert e-mail address of person responsible for contract**

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

28. 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. The Charter provisions are incorporated by this reference and supersede any apparently conflicting provisions otherwise contained in this Agreement.

29. Governmental Immunity Act. The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other 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.

30. Entire Agreement. This Agreement constitutes the entire agreement between the Board and the Consultant and replaces all prior written or oral agreements and understandings with regard to the subject matter herein. It may be altered, amended, or repealed only by a duly executed written instrument.

31. Effective Date. This Agreement shall become effective on the date it is fully signed by the Board.

32. Electronic Signatures and Records. The Consultant consents to the use of electronic signatures by the Board. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the Board. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Insert Name of Consultant and/or Contract No.**

THEREFORE, the parties have executed this Agreement. This Agreement must have the signature of an authorized representative of the Consultant.

Insert the following attestation for Board signature only

ATTESTED:

By: \_\_\_\_\_  
Secretary

APPROVED:

By: \_\_\_\_\_  
Insert appropriate Chief title if Board or CEO/Manager signs above

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of General Counsel

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

By: \_\_\_\_\_  
Insert "President," "CEO/Manager" or appropriate Chief title depending on \$ amount (See Contracting Procedures in Financial Manual)

DATE: \_\_\_\_\_

REGISTERED AND COUNTERSIGNED:  
CITY AND COUNTY OF DENVER

By: \_\_\_\_\_  
Timothy M. O'Brien, CPA  
Auditor

Insert Name of Consultant and/or Contract No.



## **EXHIBIT A SCOPE OF WORK**

The Consultant shall perform the following tasks:

**Insert description of the scope of work, reiterate work requirements from RFP, or attach the scope of work from the Consultant's proposal.**

The Consultant agrees to follow all provisions of the Board's Capital Project Procedures Manual, including but not limited to 30%, 60%, and 90% deliverables, with emphasis on colored drawings at 90% submittal time. The Consultant agrees to adhere to the Board's drafting and specification formatting standards.

The Consultant shall use the Board's furnished standard electronic 22" x 34" drawing border and shall adhere to the Board's drafting standards.

SAMPLE

**Insert Name of Consultant and/or Contract No.**

**EXHIBIT B  
PROJECT SCHEDULE**

SAMPLE

Insert Name of Consultant and/or Contract No.

**EXHIBIT C  
DETAILED FEE ESTIMATE**

SAMPLE

Insert Name of Consultant and/or Contract No.

**EXHIBIT D  
CERTIFICATE OF PERSONNEL SCREENING BY CONSULTANT**

SAMPLE

Insert Name of Consultant and/or Contract No.

**CERTIFICATION OF PERSONNEL SCREENING BY CONSULTANT/CONTRACTOR**

**To be completed by the Board's Contract Administrator:**

Contract No: \_\_\_\_\_ Consultant/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 Consultant/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)*

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**To be completed by the representative of Consultant/Contractor:**

Name of Employee/Agent: \_\_\_\_\_ Start Date of Work for Board: \_\_\_\_\_

*I, \_\_\_\_\_, as a representative of the Consultant/Contractor, certify that the above-named employee or agent of the Consultant/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 under this contract, he/she passed a drug and alcohol screening performed at a certified testing facility using a Rapid Screen test (negative results only will be accepted) or by a federally certified laboratory using a Federal (HHS, FMCSA or DOT) 5-Panel Drug Test. *(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: \_\_\_\_\_

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**Approval by the Board's Contract Administrator:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Insert Name of Consultant and/or Contract No.**

