

**PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS****City Pipe Infrastructure Design Review PID #20141 –
16th Street Mall Abandonments & Service Transfers****Project Description**

Denver Water (DW) is inviting your firm to submit a proposal to provide Design/Topographic Mapping Survey services for City Pipe Infrastructure Design Review Project #20141, incorporating several roadway corridors totaling approximately 8,600 linear feet (lf) as represented in the Request for Proposal (RFP) Exhibit 1, including:

- 1) 1,075 lf of roadway corridor mapping at Wynkoop St. from 15th St. to 16th St.
- 2) 1,075 lf of roadway corridor mapping at Blake St. from 16th St. to 17th St.
- 3) 1,075 lf of roadway corridor mapping at Market St. from 16th St. to 17th St.
- 4) 1,075 lf of roadway corridor mapping at Lawrence St. from 15th St. to 16th St.
- 5) 1,075 lf of roadway corridor mapping at Arapahoe St. from 15th St. to 16th St.
- 6) 1,075 lf of roadway corridor mapping at Curtis St. from 16th St. to 17th St.
- 7) 1,075 lf of roadway corridor mapping at Glenarm Pl. from 16th St. to 17th St.
- 8) 1,075 lf of roadway corridor mapping at Tremont Pl. from 16th St. to 17th St.

Note: The scope of mapping will include a minimum of 100 lf of additional roadway corridor in each roadway direction at all intersections. This additional footage has been included in the estimated total of 8,600 lf of mapping.

Background and History

The DW Distribution System in this neighborhood, located between N. Broadway to the east and the Platte River to the west, between 34th St. to the north and W. Colfax Ave. to the south, is predominantly constructed of cast iron mains varying in size from 4-inch to 18-inch diameter originally installed in the early 1980s. Many of these network assets have been compromised by natural deterioration, environmental conditions, and increased demand on the network.

The distribution system in this neighborhood has been a persistent source of main breaks, leaks, and failures. Studies and testing performed on these mains throughout this community suggest a full replacement of these mains is necessary to solidify the health of the network and ensure safe, efficient distribution of water to customers in these areas. The specific roadway corridors named above represent the most vulnerable mains in this community and thus are designated for replacement.

Project Objectives

The following objectives have been identified, defining three unique phases of this work:

- Phase 1, the Planning and Coordination Phase: Includes the preparation of research documentation and assets pertaining to topographic, subsurface and surface utilities, and property boundary evaluation/definition, as well as any/all processes necessary to prepare the site for data collection (including safety review, utility locating services, access approval and/or permit acquisition traffic control plans, safety support staff and/or municipal/community notifications).
- Phase 2, the Field Data Collection Phase: Includes the identification/marketing of subsurface utilities, horizontal mapping of identified subsurface utility features, horizontal mapping of above-ground utility features, horizontal and vertical mapping of sanitary sewer and storm sewer networks, topographic mapping of roadway terrain features as well as terrain features between the roadway corridor and the adjacent right-of-way (ROW) locations, the survey of Public Land Survey System monumentation including local range point monuments, the survey

of private land/boundary reference monuments, the survey of additional control monuments and reference points as needed, and any additional data collection/mapping requirements as defined by DW within the defined scope of these project roadway corridors (including the processing and evaluation of all field data collections as well as deliverable products related to field data collection).

- Phase 3, the CAD Production Phase: Includes the production and evaluation of digital mapping files, displays, and/or assets created via AutoCAD Civil 3D Software technologies, within defined project parameters as assigned by the DW Survey Department, defined under separate instructions/documents distributed for each unique project.

Consultant Scope of Services

This Project will be developed, coordinated, and stored in Denver Water's ProjectWise datasource. Project-related deliverables will be distributed collaboratively through ProjectWise, and all working and final copies of documentation will be versioned and archived within ProjectWise.

Valid license agreements must be established with Bentley Systems prior to receiving access into Denver Water's ProjectWise datasource. The Consultant will be required to obtain their own user-based ProjectWise license(s) from Bentley. Email denverwater@bentley.com to obtain ProjectWise license(s).

A brief overview, security access, and training will be provided on how to use and navigate Denver Water's ProjectWise datasource during the Pre-Proposal meeting.

The Consultant shall adhere to the DW Capital Project Procedure Manual (CPPM). Drawings and specifications shall be developed in accordance with the latest edition of the DW Capital Project Construction Standards (CPCS). Drafting of the drawings shall be done in accordance with the DW CADD Standards. All documents will be finalized and approved by DW. Additional Consultant services needed can be added via a contract amendment if agreed to by both the Consultant and DW. The Consultant, as part of their proposal, will provide standard hourly rates to be utilized in such an event.

Consultant Qualifications

Project team members shall have demonstrated experience that is similar in nature to that required for the project. All lead team members, except for the leads for cost estimating and administrative services, shall be Professional Land Surveyors registered in the State of Colorado. The Proposal shall include project team listings noting the name, title, and expected responsibilities/contributions of each member of the team.

Minimum qualifications to submit a proposal include the following:

- 1) The Consultant will provide supervision and oversight for this project and related deliverables with licensed Professional Land Surveyors actively registered to practice in the State of Colorado.
- 2) The Consultant will attest to the organization's capacity to provide the services requested per the schedule provided within the RFP.
- 3) The Consultant will attest to the experience of the listed project team, demonstrating expertise and success in completing projects of a similar nature as requested via the Proposal Requirements.

DW Responsibility

DW will provide to the Consultant all available relevant information to aid in the process including existing engineering project specifications, existing digital mapping related to existing water network features, existing documentation/records pertaining to existing water network features and documented/recorded as-constructed drawings and/or personnel notes produced by DW. DW will also provide:

- Primary point of contact with the Survey Project Manager, including the submittal of the deliverable package.

- Visual exhibit demonstrating the true limits of mapping for this project (see Exhibit 1).
- Access to a copy of the most recent version of DW's Project Procedures Manual.
- Access to a copy of the most recent version of the DW's AutoCAD Standards Manual as well as the DW Civil 3D Drawing Template.
- Research documents, maps, data, and/or information pertaining to existing DW Infrastructure assets and features within the project areas as determined by DW or at the request of the Consultant.
- Access to any required water vaults and/or secure facilities adjacent to the project location for Consultant's investigation, documentation, and utilization in utility location and mapping procedures. If Consultant requires access to a locked DW facility for completion of the Work, an authorized member of the DW staff will facilitate the terms and conditions of access and provide general supervision of the Consultant during access.
- Project Objectives, Assumptions, Schedules, and Scope of Services.
- Timely review and reply to Consultant's communications, reports, analysis and/or deliverables/products as required to maintain the project schedule. Review of deliverable/products submitted by the Consultant will be completed by DE within two weeks of receipt.

Project Assumptions

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

- The only easements of record to be considered and/or demonstrated as part of these projects are those associated with DW Infrastructure network. Information pertaining to these easements may be provided by DW as part of the Existing DW Infrastructure features/research described in the DW Responsibilities.
- Handicap ramps located within the project scope/parameters will be collected with adequate detail as to facilitate the replacement of any ramp that might be compromised or destroyed during construction of the project.
- The Consultant will collect all concrete drainage pans, bus pads, and/or unique concrete features found within the project parameters.
- In the event an underground vault, regardless of utility and/or composition, is located within the project parameters, the Consultant will investigate and obtain the approximate interior dimensions of the vault and display proper orientation/placement of the vault as part of the final deliverable.
- Any and all overhead utilities located within the project are to be collected, noting the type of utility, the horizontal location/traverse of the utility, and the approximate vertical location of the overhead utility that is lowest to the ground (i.e. closest to the surface of the project).
- A minimum of two data collections on verified National Geodetic Survey (NGS) monuments within reasonable proximity to the project will be collected for vertical positional verifications and quality assurance. The Consultant will include the published NGS Monument Records for each monument collected as part of the deliverable detailed in Scope of Work.
- Resulting AutoCAD deliverables will only present the Plan view of the project. While vertical positions and data are to be considered and collected throughout each project, no Profile views will be expected as part of the final deliverable unless specifically requested by DW.
- Any and all underground utility pipe networks – namely sanitary and storm sewer networks – need to be collected to the extent providing comprehensive information necessary to properly display all pipes within the project parameters. The positional data related to manhole portals for these networks needs to be collected to an extent that every pipe located within the project parameters – whether the pipe is fully incorporated within the parameters or only partially contained within the parameters – can be positioned accurately within the final deliverable.
- Consultant will encourage and verify the utilization of field practices capable of producing resulting data precisions generally accepted by professionals of the State of Colorado engaged in the practice of Land Surveying as valid and reasonable, providing more stringent standards of

accurate data collection for components and features typically defined as critical for purposes of boundary definition and positional quality assurance/verification (i.e. section corners, NGS monuments, boundary monuments, range points, control points, benchmarks, other survey monumentation).

- Variance in expected delivery schedule must be submitted in writing to DW for review and approval.

Project Schedules

The anticipated Project Schedule is summarized as follows:

- June 10, 2019 Request for Proposals issued to Consultants
- June 24-25, 2019 Pre-proposal meetings (available upon request)
- June 27, 2019 Written Questions Due
- July 5, 2019 Proposals Due
- July 15-16, 2019 Consultant Interviews (at DW's discretion)
- July 19, 2019 Final Award of Contract/Notice to Proceed
- September 13, 2019 Final Deliverables Submission Deadline

Any requests for clarification or additional information regarding the submission of this RFP shall be submitted in writing to Bryan Douglass via e-mail (bryan.douglass@denverwater.org), or during any pre-proposal meetings held by the DW Survey Department. Written requests for interpretation, clarification, and/or additional information must be received no later than 12:00 pm, local time, June 27, 2019.

Scope of Work

Phase 1 – Planning & Coordination

The Planning & Coordination phase includes the preparation of research documentation and assets pertaining to topographic, subsurface and surface utilities, and property boundary evaluation/definition, as well as any/all processes necessary to prepare the site for data collection (including safety review, subcontracted utility locating services, obtaining permits and/or traffic control plans, etc.).

Subtask 1.1: Utility Research

The Consultant will execute utility locate research in the effort to support the performance of utility location identification/marketing in the field.

Deliverables:

- *One digital copy and one non-electronic of any/all mapping demonstrations, data, information, and/or documentation collected by the Consultant associated with the potential identification, existence, location, and/or marking of any/all surface and subsurface utilities produced via research or subcontracted research that may be utilized by the Consultant.*

Subtask 1.2: Property/ROW Research

The Consultant will execute research of recorded documents, land survey plats, subdivision plats, monument records, tie books, field notes, and/or other sources of information pertaining to the identification and reasonable positioning of all property lines and rights-of-way adjacent to the limits of mapping.

Deliverables:

- *One digital copy and one non-electronic of any/all mapping demonstrations, records, documents, data, information, and/or evidence collected by the Consultant associated with the potential identification, existence, location, and/or marking of any/all property lines and rights-of-way adjacent to limits of mapping that may be utilized by the Consultant.*

Subtask 1.3: Site Preparation

The Consultant will review the proposed limits of mapping and inclusive areas of the project to determine the need for safety precautions including right-of-way entry permits, traffic control, flaggers, or other safety measures. The Consultant may also utilize this opportunity to utilize subcontracted utility locate services to mark subsurface utilities prior to commencement of mapping activities.

Deliverables: N/A

Phase 2 – Field Data Collection

The Field Data Collection phase includes including the collection of any/all data related to topographic mapping, physical/surface features, underground utility features, reference monumentation features, as well as the processing and QA/QC evaluation of said data and all adjoining products related to field data collection.

Subtask 2.1: Roadway Data Collection

The Consultant will perform data collection procedures and processes necessary to support the creation of digital mapping and demonstration of the existing conditions (horizontal and vertical) within the roadway as defined by the terms, responsibilities, assumptions, and scope of work provided within this RFP. Within roadway corridors, the typical limits for project mapping are defined as Right-of-Way to Right-of-Way unless otherwise noted and/or defined, mapping both horizontal and vertical features between the curb-and-gutter (more specifically, the top back of the curb) on both sides of the included roadways with proper data coverage providing reasonably accurate 1-foot contours of the included roadway surface. (For features between the ROW and top/back of curb, see Subtask 2.3.) At the roadway intersections within each project, the mapping parameters will incorporate all features and necessary data collections within a minimum 100-foot distance from the outer curb returns of the intersection in each direction of the intersection.

Deliverables:

- *One digital copy of any/all digital files containing the raw data (i.e. the survey data collected via field processes prior to data processing and/or manipulation) for all field data collections.*
- *One digital copy and one non-electronic of any/all Surveyor Field Notes collected during this process.*
- *One digital copy and one non-electronic of Field Sketches produced by the field survey crew – either hand drawn or digitally-produced representations of field data and resulting linework – in support of distribution/communication of a) the review and identification of resulting interpretation of field collections and/or linework, b) measurements and/or information collected without digital recording instruments in the field, and c) any/all unique notes, information, or circumstances collected in need of additional context as determined by the field surveyors as part of this process.*
- *One copy of all digital photography/image files documenting a) any/all monumentation collected in support of Property/Boundary definitions, b) any/all utility locates and/or markings provided by and/or for the field surveyors, and c)*

any/all unique scenarios or circumstances in need of such context and support as determined by the field surveyors as part of this process.

Subtask 2.2: Utility Data Collection

The Consultant will perform data collection procedures and processes necessary to support the creation of digital mapping and demonstration of the existing subsurface features including underground utilities (water, gas, electric, fiber, misc.), sanitary and storm sewer networks, and vaults, providing horizontal locations for all known/identifiable subsurface utilities with vertical locations/dimensions provided for the following items as identified/located within the curb-to-curb roadway corridor supplementing the roadway surface, including: all pipe invert dimensions, directions, and sizes as identified and measured at all sanitary and storm sewer manholes within the roadway (including adjacent manholes in which the attached subsurface pipes are included within the roadway corridors though attached manholes may be found outside of those roadway corridors), invert dimensions of all vaults as identified and measured at all manholes and/or entry lids within the roadway, and invert dimensions of any miscellaneous utility vaults, boxes, or subsurface compartment found within the roadway corridors. Potholing, excavation, and/or penetration of existing conditions that is not provided via designated entry portal in support of vertical data collection on subsurface utilities is not required.

Deliverables:

- *One digital copy of any/all digital files containing the raw data (i.e. the survey data collected via field processes prior to data processing and/or manipulation) for all field data collections.*
- *One digital copy and one non-electronic of any/all Surveyor Field Notes collected during this process.*
- *One digital copy and one non-electronic of Field Sketches produced by the field survey crew – either hand drawn or digitally-produced representations of field data and resulting linework – in support of distribution/communication of a) the review and identification of resulting interpretation of field collections and/or linework, b) measurements and/or information collected without digital recording instruments in the field, and c) any/all unique notes, information, or circumstances collected in need of additional context as determined by the field surveyors as part of this process.*
- *One digital copy of all digital photography/image files documenting a) any/all monumentation collected in support of Property/Boundary definitions, b) any/all utility locates and/or markings provided by and/or for the field surveyors, and c) any/all unique scenarios or circumstances in need of such context and support as determined by the field surveyors as part of this process.*

Subtask 2.3: ROW Data Collection

Between the top back of curb and the approximate ROW, the Consultant will perform data collection procedures and processes necessary to support the creation of digital mapping and demonstration (horizontal only) of the existing conditions and/or all permanent physical features.

Deliverables:

- *One digital copy of any/all digital files containing the raw data (i.e. the survey data collected via field processes prior to data processing and/or manipulation) for all field data collections.*
- *One digital copy and one non-electronic of any/all Surveyor Field Notes collected during this process.*

- *One digital copy and one non-electronic of Field Sketches produced by the field survey crew – either hand drawn or digitally-produced representations of field data and resulting linework – in support of distribution/communication of a) the review and identification of resulting interpretation of field collections and/or linework, b) measurements and/or information collected without digital recording instruments in the field, and c) any/all unique notes, information, or circumstances collected in need of additional context as determined by the field surveyors as part of this process.*
- *One digital copy of all digital photography/image files documenting a) any/all monumentation collected in support of Property/Boundary definitions, b) any/all utility locates and/or markings provided by and/or for the field surveyors, and c) any/all unique scenarios or circumstances in need of such context and support as determined by the field surveyors as part of this process.*

Subtask 2.4: Property Data Collection

The Consultant will perform data collection procedures and processes necessary to support the creation of digital mapping and demonstration of the existing property lines, ROW boundaries, and range/section lines included within and adjacent to the limits of mapping.

Deliverables:

- *One digital copy of any/all digital files containing the raw data (i.e. the survey data collected via field processes prior to data processing and/or manipulation) for all field data collections.*
- *One digital copy and one non-electronic of any/all Surveyor Field Notes collected during this process.*
- *One digital copy and one non-electronic of Field Sketches produced by the field survey crew – either hand drawn or digitally-produced representations of field data and resulting linework – in support of distribution/communication of a) the review and identification of resulting interpretation of field collections and/or linework, b) measurements and/or information collected without digital recording instruments in the field, and c) any/all unique notes, information, or circumstances collected in need of additional context as determined by the field surveyors as part of this process.*
- *One digital copy of all digital photography/image files documenting a) any/all monumentation collected in support of Property/Boundary definitions, b) any/all utility locates and/or markings provided by and/or for the field surveyors, and c) any/all unique scenarios or circumstances in need of such context and support as determined by the field surveyors as part of this process.*

Subtask 2.5: QA/QC Review: Field Data Collections

The Consultant will review all raw data, resulting coordinates, resulting mapping displays, recorded field notes, and any/all submissions put forth by the data collection effort to evaluate and verify the validity of that data and resulting displays/demonstrations of indicated features, utilities, property line locations, and surface/feature elevations. The Consultant will review this data to insure proper procedures and resulting precisions have been achieved, facilitating data delivery for full-scale, efficient CAD mapping efforts.

Deliverables: N/A

Phase 3 – CAD Production

The CAD Production phase includes digital mapping files, displays, and/or assets produced via AutoCAD Software technologies, within defined project parameters as assigned by the DW Survey Department, defined under separate instructions/documents distributed for each unique project.

Subtask 3.1: Drafting/Map Production

The Consultant will perform digital drafting procedures and processes necessary to support the creation of digital mapping and demonstration of the full scope of this project, including all items collected throughout the limits of mapping as well as any/all peripheral utility portals (namely off-site manholes attached to on-site sanitary and storm sewer networks, as well as any/all property monuments collected in support of the project), meeting the objectives, responsibilities, and assumptions defined above.

Deliverables: N/A

Subtask 3.2: QA/QC Review: Final Mapping & Delivery

The Consultant will review all mapping displays and demonstrations put forth by the CAD Production effort to evaluate and verify the validity of that data and resulting displays/demonstrations of indicated features, utilities, property line locations, and surface/feature elevations. The Consultant will review these drawing and demonstration files to insure proper procedures and resulting precisions have been achieved, facilitating final delivery to DW.

Deliverables:

- *One digital copy of the final AutoCAD Civil 3D drawing file (.DWG file) presenting all collected/surveyed surface features, topographic features, surface and underground utility features, and property monumentation, as well as resulting productions of linework, boundaries, terrain surfaces, and labels/text information located within the project scope and parameters. The resulting terrain surface will result in 1-foot contour intervals to be developed by the Consultant. All final productions for official submission to DW will be completed in accordance with DW's AutoCAD Standards, subject to review and approval of the assigned Project Manager within the DW Survey Department.*
- *One non-electronic copy, aggregated and submitted as a PDF file, will be submitted providing the final AutoCAD drawing as described above.*

Proposal Requirements

The Proposal shall outline the Consultant's Scope of Services, which at a minimum must include the criteria set forth within this Request for Proposal, and the Consultant's approach to administer and complete the project.

DW will make available select project documents, which can be requested by Consultant during proposal preparation. To receive these documents, Consultant should contact Bryan Douglass at (303) 628-6894 or bryan.douglass@DenverWater.org, and must sign and NDA to receive the documents. Documents that can be requested include:

- Recorded mapping/display of existing water utilities owned by DW as distributed by the DW GIS System within the scope of the project.
- As-constructed drawings, As Built documents, design drawings, inspector notes, and/or any recorded documentation available and related to existing water utilities owned by DW as distributed by the DW GIS System within the scope of the project.

A detailed project approach will assist DW 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 clearly identifying all assumptions.
- Project team organizational chart.
- Resumes (2 page max) for key project personnel, including projects similar in nature and complexity to the City Pipe Infrastructure Design Review process, shall be provided for key personnel shown within the project organization chart. Identify the availability of key staff to execute the project within the identified schedule. All key personnel proposed for the Project must 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 by labor type/hours for the major project phases and task, provided under Scope of Services. Include the corresponding hourly rates for each major task in Work Breakout Structure (WBS). Provide manpower labor estimate (11-inch by 17-inch format is acceptable). Manpower labor estimates must be based upon detailed WBS, with the following, as a minimum:
 - Phase 1 – Planning & Coordination
 - Subtask 1.1 – Utility Research
 - Subtask 1.2 – Property/ROW Research
 - Subtask 1.3 – Site Preparation
 - Phase 2 – Field Data Collection
 - Subtask 2.1 – Roadway Data Collection
 - Subtask 2.2 – Utility Data Collection
 - Subtask 2.3 – ROW Data Collection
 - Subtask 2.4 – Property Data Collection
 - Subtask 2.5 – QA/QC Review: Field Data Collection
 - Phase 3 – CAD Production
 - Subtask 3.1: Drafting/Map Production
 - Subtask 3.2: QA/QC: Final Mapping & Delivery

- Detailed schedule with any deviations from the schedule included herein clearly identified and tied to the project approach. Schedule formatted to 11-inch x 17-inch printed document.
- Written statement regarding the Consultant's eligibility to perform the work without a conflict of interest.
- Proposals shall be limited to 12 single-sided pages not including resumes (double-sided pages count as 2 pages).
- The Board has recognized the desirability, need and importance of encouraging the development of Minority and Women-Owned Business Enterprises (MWBES). The Consultant is urged to make an effort to involve these entities in the Work if and when the opportunity arises.

DW will review the Proposals and make a selection based on the best value, considering the following selection criteria:

Criteria	Standard	Weighting Factor
Project Personnel Qualifications	Do the assigned personnel have the skills and experience to produce thorough, detailed design mapping? Have personnel demonstrated success in these roles within documented examples (see personnel resumes) of direct experience with this type of work?	3
Firm Qualifications	Does the firm have the appropriate support capabilities to meet the demands of the project? Has the firm completed and demonstrated success in previous projects of this scope and demand?	1
Proposed Approach, Project Plan, and Schedule	Does the Proposal approach show an understanding of project constraints and meet the project objectives? Does the Proposal approach demonstrate an efficient, reliable plan of progression and achievable timeline?	4
Cost and Work Hours	Do the proposed work hours accurately reflect the level of effort required to complete each Project task? How do unit labor and overhead costs compare to other firms? Note the Consultant is required provide a manpower labor estimate, by labor type/hours for each major Project task (WBS) along with a valid 2019/20 labor rate sheet including indirect costs invoice procedures.	2

The criteria scale ranges from 1 to 10: 1 is poor, 5 is average, and 10 is outstanding. Criteria will be multiplied by the associated weight to give a weighted criteria score, which 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 described above. The Proposal shall address all the selection criteria.

Costs associated with Proposal preparation, Pre-Proposal Meeting attendance, interview attendance and so forth shall be borne entirely by the proposing Consultant. Proposal information becomes the property of DW.

- **Proprietary Or Confidential Information:**
 - Proposers acknowledge that DW may be required to disclose any or all of 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), DW may deny inspection of any confidential commercial or financial information furnished to DW 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 DW 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.

It is recommended that firms access and become familiar with a copy of the most recent version of the DW's CPCS and CPPM at no cost to DW. Consultants shall be responsible for meeting the requirements of DW's CPPM.

Four hard copies and one electronic copy (.pdf on a flash drive), of the Consultant's Proposal shall be submitted by 10:00 a.m., local time, on Friday, July 5, 2019 to Bryan Douglass, Denver Water, 1600 West 12th Avenue, Denver, Colorado 80204. Please contact Bryan Douglass at (303) 628-6894 or bryan.douglass@denverwater.org with questions regarding this request. In addition, submit one non-electronic copy of the Consultant's Proposal with intellectual or proprietary property redacted.

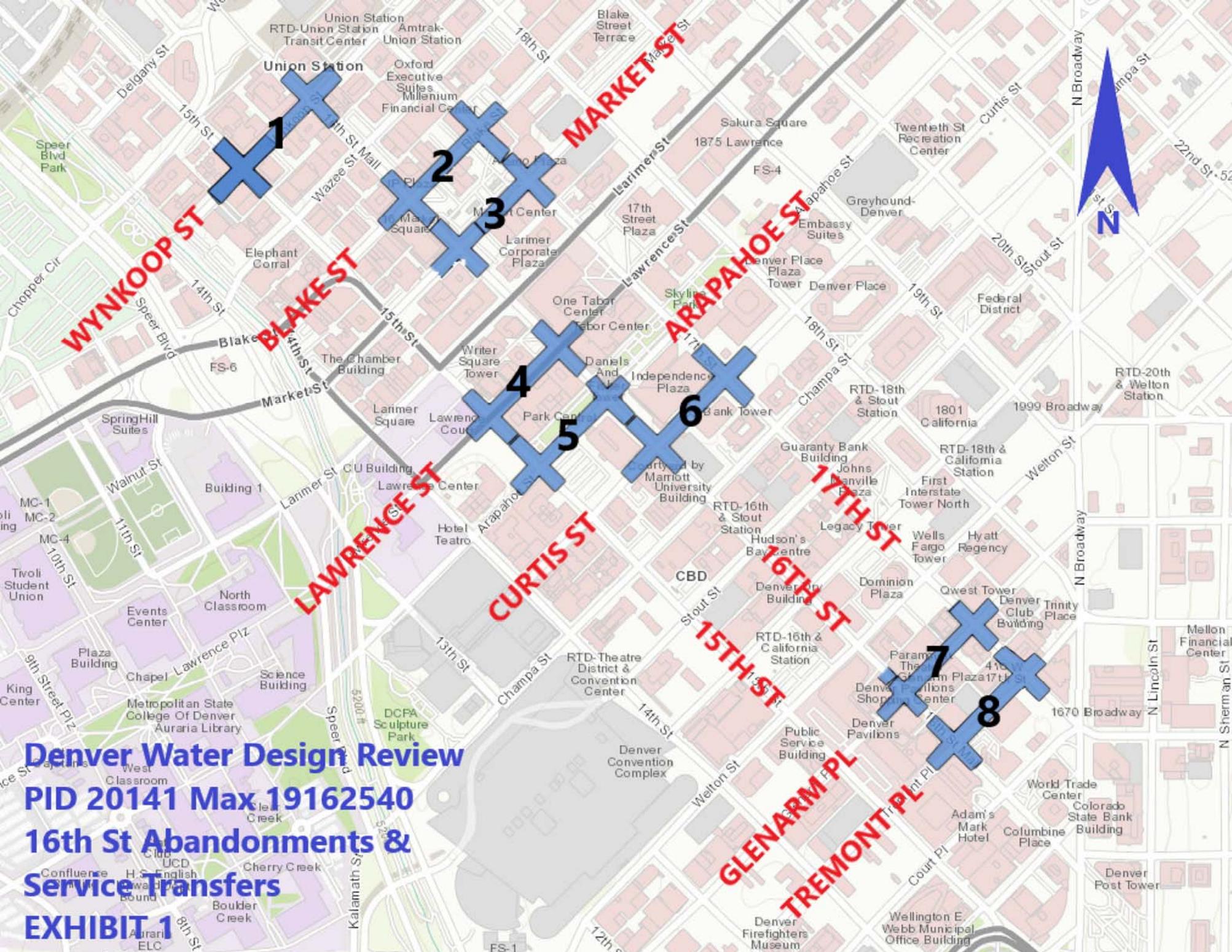
Attachments

Exhibits

Exhibit 1 - Location Map – City Pipe Infrastructure Design Review Project #19988

Appendix

Appendix A – Draft Consultant Agreement



Denver Water Design Review
PID 20141 Max 19162540
16th St Abandonments & Service Transfers
EXHIBIT 1

NOTE: MAPPING LIMITS EXTEND A MINIMUM OF 100' IN ALL DIRECTIONS AT INTERSECTIONS.

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. 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. 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. 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

Insert Name of Consultant and/or Contract No.

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.

6. 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.

- 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

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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 the respective amount listed below upon completion of each work product described.

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**.

7. 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.

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

9. 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.

- 10. 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

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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.

11. 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.

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

12. 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.

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- 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 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.

13. 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.

14. 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

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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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

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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.

27. 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.

28. 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.

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

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

31. 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.

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

ATTESTED:

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

By: _____
Secretary

By: _____
CEO/Manager

DATE: _____

APPROVED:

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Chief of Engineering

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

APPROVED AS TO FORM:

By: _____
Office of General Counsel

SAMPLE

Insert Name of Consultant and/or Contract No.

THIS AGREEMENT IS ACCEPTED BY:

CONSULTANT: Insert name of the Consultant

By execution, signer certifies s/he is authorized to bind the Consultant to the terms of this Agreement.

By: _____

DATE: _____

TITLE: _____
[for other than individual]

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

- Consultant is a Small Business per federal SBA guidelines
- Consultant is not a Small Business per federal SBA guidelines
- Consultant is a Minority-owned Business Enterprise (MBE) and/or Women-owned Business Enterprise (WBE) per _____ (name of certifying entity)
- Consultant is not an MBE or WBE
- Consultant elects not to answer this question

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

(If Contractor/Consultant/Company is an individual, the "Affidavit of Lawful Presence in the U.S." attached to this template and proof of identity are also required.)

(If Contractor/Consultant/Company is not an individual (e.g. corporation), you may disregard the Affidavit at the end of this template, and no proof of identity is required.)

YOU MUST INCLUDE THE NOTARIZATION BELOW FOR CONTRACTORS WHO ARE PERFORMING THE WORK AS INDIVIDUALS AND NOT AS A SEPARATE LEGAL ENTITY. FOR ALL OTHER CONTRACTORS, THE NOTARIZATION BELOW MAY BE DELETED.

CONSULTANT'S SIGNATURE MUST BE NOTARIZED BELOW:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by INSERT NAME OF THE CONSULTANT.

Witness my hand and official seal. My commission expires: _____

(SEAL)

Notary Public

Insert Name of Consultant and/or Contract No.

EXHIBIT A SCOPE OF WORK

The Consultant shall perform the following tasks:

This Project will be developed, coordinated, and stored in Denver Water's ProjectWise datasource. Project-related deliverables will be distributed collaboratively through ProjectWise, and all working and final copies of documentation will be versioned and archived within ProjectWise. The Consultant must establish a valid user-based license agreement with Bentley Systems prior to receiving access into Denver Water's ProjectWise datasource. The Consultant should email denverwater@bentley.com to obtain the ProjectWise license(s).

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

SAMPLE

Insert Name of Consultant and/or Contract No.

