CONSULTING AGREEMENT – GENERAL CONSULTANT SERVICES

Consultant Name: COMPANY NAME

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

1. Scope of Work. Consultant agrees to provide work to the Board in accordance with a Task Order Agreement substantially in the form attached hereto as **Exhibit A** (the "Work").

2. Time of Commencement and Completion of Work. The term of this Agreement shall be three (3) years. The parties, however, may agree to extend this Agreement for two (2) additional one-year terms. Consultant and the Board's Representative must agree upon any extensions of this Agreement in writing. For purposes of this Agreement, the Chief Engineering Officer or the Chief Water Resource Strategy or his/her designee shall be the Board's Representative to accept or give any request, approval, notice or the like.

3. Consultant Responsibility. The Board shall not oversee the Work of the Consultant or instruct the Consultant on how to perform the Work. Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all studies, reports and other Work rendered. Consultant is responsible for providing his or her own training and tools for performance of the Work. Without additional compensation, and without limiting the Board's remedies, Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Work. Consultant represents that all Work performed under this Agreement shall be performed with the usual thoroughness and competence in accordance with the standard of care of Consultant's profession prevailing in Colorado.

4. Confidentiality of Information. Except in response to a valid governmental demand or judicial order, 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's Representative.

5. Ownership of Work Product.

   a. All printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of Work performed under this Agreement (the "Creations") (with the exception of any intellectual property rights contained therein, owned or created by the 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

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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 and warrants that all studies, reports and other Work performed under this Agreement are original or a license to the same has been obtained for the Board as required in this section, will perform for the purpose intended, contain no infringing intellectual property, and contain no material defects, and, if software, contain no malware or undisclosed means of access. The 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. In consideration of performance of the Work by Consultant, the Board shall compensate Consultant as described in each Task Order Agreement to be entered into by the parties subsequent to this Agreement. The total compensation under each Task Order Agreement is not expected to exceed $100,000.00 with the possible exception of construction-related assignments, and each Task Order Agreement shall comply with the Board's Policies and Procedures with regard to spending authority. Total compensation to be paid for each Task Order shall be negotiated and shall appear on each executed Task Order Agreement using the Consultant's Price Proposal **(Exhibit B)** incorporated by reference herein. (Exhibit B shall include any rate escalation for the term of this Agreement.)

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

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

9. Board's Audit Rights. The Board shall have the right to audit the account books and other records of Consultant related to the Work at any time during the period of this Agreement and for two (2) years after the completion of the Work. Consultant shall retain all such account books and records for at least two (2) years after the completion of the Work. 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 shall have the right to order additions, deletions, or changes in the Work at any time, so long as such changes are within the general scope of Work covered by the Task Order Agreement. Requests for material changes in the Work may be made by the Board's Representative orally or in writing; however, oral requests shall be confirmed by a written request within ten (10) business days after the oral request, and changes requiring additional compensation may require a written amendment to the Task Order Agreement and Board approval. If the Board directs the Consultant to proceed with a material change, the Consultant shall be paid for the change as agreed to by the parties.

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

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

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

14. INSURANCE.

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

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

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a. Commercial General Liability Insurance.

Commercial general liability insurance with a limit of $1,000,000 per occurrence and $2,000,000 aggregate. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.

b. Automobile Liability Insurance.

Automobile liability insurance with a limit of $1,000,000 per occurrence for owned, non-owned and hired vehicles used in the performance of Work under this Agreement. Selection of this option verifies that the **Consultant will be using a vehicle that is covered by Consultant's automobile insurance policies to perform the Work**.

c. Professional Liability Insurance.

Professional liability insurance with a limit of $2,000,000 per claim and in the aggregate covering all licensed professionals performing Work under this Agreement.

d. Workers' Compensation and Employer's Liability Insurance.

Consultant must maintain Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, in full force and effect during the full term of this Agreement.

e. Other Requirements.

1) 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. The Board may, in its sole discretion, determine that Consultant does not have the required insurance because of the amount or nature of the deductible or retention.

3) Thirty (30) days' advance written notice of cancellation shall be provided to the Board, except for ten (10) days' advance written notice for cancellation due to non-payment of premium.

f. Evidence of Insurance.

Consultant shall allow inspection of insurance policies at a location in the Denver Metro area upon request of the Board and in redacted form if necessary to protect confidential information. Upon Consultant's written request, the Board may request its contractors to provide additional insured status to Consultants for Commercial General Liability Insurance. Consultant is responsible to request from Board verification of additional insured status, and the Board shall incur no liability to Consultant for the failure of the Board's contractor to comply with its requests.

g. Alternative Types of Insurance.

The Board reserves the discretion to accept alternative types of insurance if the Board deems such alternatives to be sufficiently protective of its interests.

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

16. Compliance with Laws. In performing this Agreement, the Consultant shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act, federal and state tax laws, and any applicable minimum wage requirements including Denver R.M.C. sec. 58-16, et. seq. 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.

17. Personnel Screening.

Each Task Order will select from the following options.

a. Operating a Denver Water Vehicle.

Option A: At least five (5) working days before assigning an employee or agent to operate a Board vehicle under this Agreement, the Consultant will submit the employee's or agent's name to the Board's Representative and certify on the Board-provided Certification of Personnel Screening form that the employee or agent 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. 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 determines during the term of the Agreement that the assigned employee or agent no longer has a valid Colorado driver's license or satisfactory driving record.

Option B: As a precondition to entering this Agreement, the Board determined that the Consultant has a valid Colorado driver's license and 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. The Board reserves the right to terminate this Agreement if it determines during the term of the Agreement that the Consultant no longer has a valid Colorado driver's license or satisfactory driving record.

b. Work Involving Security Concerns.

Option A: 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's Representative and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. 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

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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, 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 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.

Option B: As a precondition to entering this Agreement, the Consultant gave the Board consent to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, consent to obtain a criminal history check from each state or country of residence. If Consultant will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, Consultant also consented to a credit history check. The Board has reviewed and approved the results of the background check and, if applicable, the credit history check. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

c. Safety-Sensitive Duties.

Option A: At least five (5) working days before assigning an employee or agent to perform safety-sensitive Work under this Agreement, the Consultant will submit the employee's or agent's name to the Board's Representative and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. 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. The Consultant also must certify on the Board-provided Certification of

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Personnel Screening form that no more than one (1) month before the assignment of an employee or agent to perform safety-sensitive work under this Agreement, the employee or agent passed a drug and alcohol screening performed by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board reserves the right to direct the 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 used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

Option B: As a precondition to entering this Agreement, the Consultant gave consent for the Board to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, to submit to a criminal background check from each state or country of residence. The Consultant also provided the results of a drug and alcohol screening performed within one (1) month of submittal by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board has reviewed and approved the results of the background check and drug and alcohol screening. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

18. Safety and Security.

a. Safety and Occupational Health.

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

b. Security.

1) The Consultant will follow all of the Board's security procedures.

2) The Consultant is required to check in with the Board's Security personnel at each location, where applicable.

3) The Consultant is required to have and/or wear appropriate identification at all times while on the Board's premises.

4) The Consultant will notify the Board's Security in advance with the name of the delivery person and the approximate time of arrival.

19. 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,

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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.

20. 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.

21. Environmental Compliance. Denver Water strives to adhere to all applicable environmental laws, regulations, and policies. In addition, it utilizes an Environmental Management System to monitor and improve its environmental performance. In the performance of the work, Consultant must comply with all applicable environmental laws, regulations, ordinances, specifications, reporting requirements, and any other relevant requirements.

22. 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 an act or omission or willful misconduct of the Consultant or the Consultant's officers, subcontractors, agents, or employees.

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

24. 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 Work shall be terminated or suspended, the Board shall pay the Consultant equitably for all Work properly performed pursuant to this Agreement. If the Work 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.

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

26. 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 Consultant fails or neglects to perform the

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Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge 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.

27. Force Majeure. The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement solely caused by the following events: natural disaster, flood, fire, war, or public enemy. Events not listed in the preceding sentence, including, but not limited to, epidemics such as the current COVID-19 pandemic, economic conditions, and labor strikes, shall not be considered force majeure events. As a condition precedent to invoking this force majeure clause, the invoking party must provide timely written notice detailing the reasons why the force majeure event has made performance under the original contract terms impossible, and the invoking party must immediately take all reasonable measures to mitigate or avoid damages to the other party.

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

29. 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.

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

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

Company Name and Address

If to the Board:

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

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

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

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

34. Entire Agreement. This Agreement constitutes the entire agreement between the Board and 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.

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

36. 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.

37. Responsibility of Consultant:

a. Standard of Care – Professional Services

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

b. Reliance upon Information Provided by Others

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

c. Consultant Personnel at Construction Site, if applicable

The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to the Board and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspection, noting, observing, correcting, or reporting on health or safety deficiencies of the

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construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

The presence of Consultant's personnel at a construction site is for the purpose of providing to the Board a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractors(s) nor assumes responsibility for the failure of the construction contractor(s) to perform work in accordance with construction documents.

For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

d. Construction Progress Payments, if applicable.

Recommendations by Consultant to the Board for periodic construction progress payments to the construction contractor(s) will be based on Consultant's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Consultant to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that Consultant has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the Board free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between the Board and the construction contractors that affect the amount that should be paid.

e. Submittals, if applicable.

Review or "approval" of submittals is intended solely to note conformance with expressed design elements and specifications, not to determine the accuracy or completeness of details like dimensions or quantities, which are the general contractor's responsibility. Further, review or approval is not performed to determine the appropriateness of the design, which is the design engineer's responsibility. Observations and reviews are performed by the Consultant during the construction phase of the project to discover readily apparent deviations from the plans and specifications. Managing requests for information is not to review or interpret the project's design, but to act as a conduit for information between the general contractors, the Board and the design engineer.

f. Record Drawings, if applicable.

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type or various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

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

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

APPROVED AS TO FORM:

By: _____
CEO/Manager

_____
Office of General Counsel

DATE: _____

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

APPROVED:

By: _____
Chief Engineering Officer

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

DATE: _____

THIS AGREEMENT IS ACCEPTED BY:

CONSULTANT: **COMPANY NAME**

By execution, signer certifies that s/he is authorized to accept and bind 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

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

SAMPLE

http://www.irs.gov/pub/irs-pdf/fw9.pdf

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 12-2011)

SAMPLE

Insert Name of Consultant and/or Contract No.
Rev. by Legal 04/05/2018

EXHIBIT A

GENERAL CONSULTANT SERVICES TASK ORDER AGREEMENT

Task Order Number: _____

Consultant Name: _____

Task Order Name: _____

Task Order Amount: _____

Completion Date: _____

Denver Water Contact: _____

I. Compensation:

Consulting Agreement – General Consultant Services Contract No. ("Agreement") with Consultant is incorporated herein by this reference.

Total compensation to the Consultant for Task Order Work shall be as presented in the Scope of Work *(Attachment 1 to this Task Order),* Task Order Budget *(Attachment 2 to this Task Order),* Task Order Schedule (*Attachment 3 to this Task Order*) and Task Order Project Management Plan (*Attachment 4 to this Task Order*), and shall not exceed the Task Order Budget without prior written approval by Denver Water. The aforementioned Attachments shall be incorporated by this reference in this Task Order Agreement.

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

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

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

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

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

SAMPLE

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

II. Personnel Screening:

Consultant agrees to comply with the selected Personnel Screening procedures that are described in Section 17. Personnel Screening of the Consulting Agreement – General Consultant Services.

Operating a Denver Water Vehicle:

☐	Option A	Option A: If any employee or agent of the Consultant will be operating a Denver Water vehicle.
☐	Option B	Option B: If the Consultant is an individual or sole proprietor who will be operating a Denver Water vehicle, choose this option. The Agreement may not be fully executed until Safety & Security has approved the driver's license and driving record.
☐	Not Applicable	

Work Involving Security Concerns:

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

SAMPLE

Safety-Sensitive Duties:

☐	Option A	Option A: If any employee or agent of the Consultant will perform safety-sensitive duties, i.e., duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to public health and safety such as working as an armed security guard or performing certain high-risk operational functions.
☐	Option B	Option B: If the Consultant is an individual or sole proprietor and will perform safety-sensitive duties, i.e., duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to public health and safety such as working as an armed security guard or performing certain high-risk operational functions, select this option and at least 5 days before the Agreement is to be fully executed have the Consultant fill out the Consent to Perform Background Checks form at the end of this template and submit drug and alcohol testing results to Safety & Security. The Agreement may not be fully executed until Safety & Security has approved the background check and drug screening.
☐	Not Applicable	

III. Content of Attachments:

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

Attachment 1: Scope of Work

- Responsibilities of the Consultant
- Responsibilities and expectations of the Board
- Detail on Task Order deliverables by phase or task
- Details on each phase or task of the Work, including assumptions
- A list of items or tasks not included in the Work
- Detailed list of project meetings or workshops along with major topics and anticipated schedule for each

Attachment 2: Budget

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

Attachment 3: Schedule

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

SAMPLE

Attachment 4: Project Management Plan

- Identification of Project Manager and Project Team
- Signature of Authorized Representative that Project Manager and Team will not be reassigned off the Work without prior written authorization by the Board's Representative
- Task Order Quality Control plan, including Quality Control personnel
- Statement that Quality Control procedures, including development of colored drawings and/or construction management procedures, outlined in Denver Water's Project Procedures Manual will be followed in Task Order execution, if applicable

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

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

APPROVED:

_____

Insert appropriate Chief title if CEO/Manager signs

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

By: _____
Division Chief or CEO/Manager

DATE: _____

APPROVED AS TO FORM:

_____
Office of General Counsel

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

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

THIS AGREEMENT IS ACCEPTED BY:

CONSULTANT: **COMPANY NAME**
By execution, signer certifies that he or she is authorized to accept and bind Consultant to the terms of this Agreement.

By: _____ DATE: _____

TITLE: _____
[for other than individual]

SAMPLE

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*)

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, he/she passed a drug and alcohol screening performed by the following Board-recommended testing facility using a Rapid Screen test (*name of facility*) _____, or by the following DOT-certified laboratory and using the DOT 5 panel drug test (*name of DOT-certified laboratory*) _____. *(Applies if work involves safety-sensitive duties.)*

Under penalty of perjury, I swear the above statements are true and correct.
Signature: _____ Date: _____
Phone: _____ E-mail: _____

Approval by the Board's Contract Administrator:

Print Name: _____
Signature: _____ Date: _____

SAMPLE

Occupational Medicine clinics:

1. **Concentra** – www.concentra.com
   Multiple locations throughout the state:
   http://maps.concentra.com/corporatev3/ListSearch.aspx
   See list for individual location telephone numbers

2. **HealthOne** – www.healthoneclinics.com
   Occupational Medicine site:
   http://www.healthoneclinics.com/CustomPage.asp?guidCustomContentID=25FF9FDE-F37D-4712-85A7-679915BE40F3

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

   Multiple locations throughout Denver.
   Referral form w/addresses for testing available on website.

3. **Exempla** - www.exempla.org
   Occupational Medicine & Physical Therapy Customer Service Line:
   303-813-5140
   Occupational Medicine site: http://www.exempla.org/body_epn.cfm?id=1352
   Multiple locations throughout the state:
   http://www.exempla.org/documents/EPN/epn_occmedmap.pdf

4. **Midtown Occupational Medicine** - www.midtownoccupationalhealth.com
   Diamond Hill Office Complex
   Speer & I-25
   2420 W. 26th Ave.
   Building D Suite 200
   Denver, CO 80211
   (303) 831-9393
   Fax: (303) 831-6335
   Hours of Operation:
   Monday - Friday, 7am-6pm

5. **Denver Occupational/Aviation Medicine Clinic** -
   http://www.denveroccmed.com/
   Denver Occupational and Aviation Medicine (DOAM)
   3700 Havana Street, Suite 200
   Denver, CO 80239
   303.373.4456
   303.373.4501 (F)

SAMPLE

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

Contract No. _____	**Check all that apply:** ☐ **Criminal Background** ☐ **Credit Background**
Name of Contractor/Consultant: _____	

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

Last Name: _____ First Name: _____ Middle Name/Initial: _____
Maiden or other name(s) used in any and all other records of birth or records of residence:
_____
Date of Birth: _____ Social Security Number: _____ Gender: _____
Current Address: _____ Apartment No: _____
City: _____ County: _____ State: _____ Zip: _____

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

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

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

Signature Date

SAMPLE

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

SAMPLE

Attachment 2
2022 Denver Water General Consulant Services
Price Proposal - Standard Rate Sheet

Firm Name: _____

Position Title*	Hourly Rate 09/01/22 Through 08/31/23	Hourly Rate 09/01/23 Through 08/31/24	Hourly Rate 09/01/24 Through 08/31/25
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00

Terms:

Escalation Rate: Provide proposal rates for the first year of the three-year base contract, a 3.0% escalation rate per year will be automatically calculated for subsequent years.

Payment Terms: Net 30
Markup Allowed on Subconsultants: No markup allowed on Subconsultants
Mileage Rate: $0.585 or current IRS allowable mileage rate
Other Direct Costs: At Cost
Overtime: All overtime to be authorized in advance by Denver Water Project Manager; time and one-half for direct salary only.

Travel Reimbursement: Meals, tips, and incidentals at federal government (M+IE) per diem rate. Reasonable lodging expenses reimbursed with itemized bill. For longer-term (greater than 30 days) remote or out-of-office assignments, Consultant is subject to the terms outlined in Exhibit D.

* All position titles to be used on Task Order assignments must be shown.
** All costs must be included in the hourly rates. No additional project costs will be allowed.
Note: For applicable disciplines (e.g., Geotechnical) submit a separate sheet with the additional non-hourly services or required equipment.

Signature: _____

Title:

By signing above, I represent that I am a duly authorized officer or agent of _____ . I have reviewed the terms of Attachment 1 - General Constultant Services Agreement, and if awarded a GCS Agreement with Denver Water, agree to accept the terms of the agreement as presented. Consideration may be given to Insurance Requirements as referred to in the Request For Proposals.

SAMPLE

EXHIBIT C

USE OF DENVER WATER BOARD
COMPUTER AND TELECOMMUNICATIONS RESOURCES

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

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

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

SAMPLE

EXHIBIT D

REIMBURSEMENT AND ADVANCES FOR DENVER WATER BUSINESS EXPENSES

Out-of-Office Assignments

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

Reimbursement Based on Length of Work Assignments

Duration of Assignment	Reimbursement Policy	Taxable Status
• Less than 30 days	• 100% (M&IE) + DW paid Lodging or Chief discretion for: • DW provided lodging and food	• Per diem paid up to maximum federal rate is not taxable
• 31 to 365 days Temporary work assignment realistically anticipated to last less than one year and in fact does last less than one year	Expense allowance based on federal per diem rates: • At 100% lodging and 100% (M&IE) for first 30 days then 50% (M&IE) thereafter or Chief discretion for: • DW provided lodging and federal per diem rates + 50% (M&IE) or • DW provided lodging and food	• Per diem (expense allowance) paid up to maximum federal rate is not taxable • Mileage reimbursement at federal rate is not taxable
• Greater than 365 days Realistically anticipated to last more than one year and in fact does last more than one year	Expense allowance based on federal per diem rates • At 100% lodging and 50% (M&IE) or Chief discretion for: • DW provided lodging and federal per diem rates + 50% (M&IE) or • DW provided lodging and food	• Value of lodging and additional allowances taxable and reported on W-2 • DW provided vehicle or mileage reimbursement tax treatment is based on the Consultant's work location being the Consultant's tax home

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

SAMPLE