PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS

Strontia Springs Reservoir Deep Sediment Removal Project – Design Phase Services

Section 1 - Project Description

Denver Water (Owner) is soliciting proposals for design engineering and permitting support services for the Design Phase of the Strontia Springs Reservoir Deep Sediment Removal Project. The Construction Phase of this project is intended to address the deep sediment deposit near Strontia Springs Dam by removing approximately 10,000 cubic yards (CY) of material from the reservoir. This amount is approximate; the actual quantity will be determined as part of the project scope. The material includes sediment, rock, woody debris, and organic material. The Design Phase services will include performing an alternatives analysis, establishing design criteria, providing permitting support, preparing plans and specifications, providing bidding support, and providing the Design-Assist Contractor with information for cost estimating and construction schedule development. In addition to this Request for Proposals (RFP), the Owner will be soliciting proposals for a Design-Assist Contractor to provide constructability reviews, cost estimating services, and construction schedule development. The Design Phase of this project is scheduled for July 2022 through December 2023 with the Construction Phase planned for January 2024 through October 2024.

Section 2 - Background and History

Strontia Springs Dam and Reservoir are located on the South Platte River within Waterton Canyon on the boundary between Jefferson and Douglas Counties. The dam is approximately 30 miles southwest of Denver, Colorado.

Strontia Springs Dam was constructed in 1982. The dam is a concrete double-curvature thin-arch dam with a structural height of 292 feet and crest elevation of 6029 feet. The dam is owned by Denver Water and regulated by the Federal Energy Regulatory Commission (FERC) and the Colorado Office of the State Engineer (SEO). The reservoir impounded by the dam has a storage capacity of 7,865 acre-feet (AF) and surface area of 98 acres at the normal water surface elevation of 6002 feet. Strontia Springs Reservoir is long and narrow in shape with a maximum length of 1.7 miles and maximum depth of approximately 258 feet. The drainage area above the dam is approximately 2,600 square miles.

Strontia Springs Dam and Reservoir are critical to both the Denver Water and Aurora Water collection systems. Over 80% of the raw water for Denver Water and more than 90% of the raw water for Aurora Water passes through the reservoir. Over time, a significant amount of sediment has been transported into the South Platte River and has accumulated in Strontia Springs Reservoir. A series of large and intense forest fires occurred in the Strontia Springs watershed between 1996 and 2002. As a result, the upland forest and riparian vegetation that had stabilized much of the watershed immediately upstream of the reservoir was eliminated. Localized storms over the burn area resulted in several high intensity runoff events that conveyed significant amounts of sediment, burned vegetation, and ash into the reservoir.

The reservoir currently contains an estimated 1.57 million CY (975 AF) of sediment (approximately 12% of the reservoir’s original capacity). Each year, an average of 50,000 CY (30 AF) of additional sediment accumulates in the reservoir, with more following wildfires and large runoff events. While much of the sediment has settled out in the upstream portions of the reservoir, there is sediment near the dam (deep sediment) that poses immediate concerns for operations, water delivery, and hydropower generation.

One sediment removal project for Strontia Springs Reservoir has been performed to date. The project was performed in 2011 and utilized hydraulic dredging and slurry transport to remove sediment from the upstream reaches of the reservoir. The goal of that project was to remove 625,000 CY of material; however, only approximately 228,000 CY was removed largely due to an incompatibility between the sediment composition and hydraulic dredging and slurry transport systems.

The deep sediment accumulation near the dam has developed a “cone” in front of the Emergency Reservoir Drainage System (ERDS) intake from routine flushing. The ERDS conduit also serves as the intake for the hydroelectric turbine. Divers were used for a gate repair project in 2016 and noted that the sediment near the dam is over 35 feet above the intake and has abundant woody debris intertwined in the sediment, like...
a beaver dam. In the event that the cone collapses or fills in, releases through the ERDS and hydropower generation would be interrupted. The goal of this project is to address this deep sediment deposit.

**Section 3 - Project Objectives**

The following specific project objectives have been identified:

- Remove approximately 10,000 CY of material from the deep sediment deposit upstream of Strontia Springs Dam to reduce the risk of potential impacts to the ERDS/hydropower intake.
- Maintain continuous water delivery to Foothills Water Treatment Plant and Aurora Water Treatment Plant via intake structures in the reservoir.
- Maintain continuous water delivery to the downstream river channel (water is diverted from the South Platte River to Marston Water Treatment Plant downstream of Strontia Springs Dam).
- Maintain reservoir water that is within acceptable water quality levels.
- Obtain all applicable permits and approvals prior to construction.
- Develop a contract payment structure appropriate for the work.

**Section 4 - Consultant Scope of Services**

The Design Phase of this project will include analyzing alternatives, developing design criteria, obtaining permits, preparing plans and specifications, identifying and assessing risks, providing bidding support, and providing the Design-Assist Contractor with design information for cost estimating and construction schedule development. The Consultant Scope of Services shall be for the design and bidding support only. Any additional Consultant services needed during construction will be considered by the Owner based on the Consultant’s performance and project progress.

**Section 5 - Consultant Qualifications**

At a minimum, the Consultant team shall include personnel with the following qualifications:

1. Expertise on methods for mechanical sediment removal from reservoirs.
2. Experience on relevant deep sediment removal projects.
3. Permitting capabilities relevant to this project.
4. Understanding of water quality issues and management techniques.
5. Experience developing plans and specifications for similar work.

The proposal shall include a project team organizational chart. The Consultant Project Team must include a lead engineer that is a registered Professional Engineer in the State of Colorado.

**Section 6 - Owner Responsibility**

The Owner will provide the Consultant with available relevant information to aid in the design process which includes existing engineering studies and reports, hydrographic surveys, and relevant as-constructed drawings. The Owner will also provide:

- Review of reports, specifications, and drawings developed by the Consultant and provide comments within agreed upon schedules.
- Support for stakeholder communications and act as the primary contact with the SEO and the FERC.
- Field survey support during design including hydrographic surveying.
- Payment for necessary permit application and review fees and permitting support where necessary.
- Public relations efforts.
Section 7 - Project Assumptions

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

- This project will be developed, coordinated, and stored in the Owner'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 the Owner’s ProjectWise datasource. The Consultant should email denverwater@bentley.com to obtain the ProjectWise license(s). A brief overview, security access, and training will be provided on how to use and navigate the Owner’s ProjectWise datasource following Notice to Proceed (NTP).

- The Design Phase will proceed to 30% where major decisions and design criteria will be set. The 30% level will be a major design gate for the project and will meet the requirements of the Owner’s Capital Project Procedures Manual (CPPM) at a minimum.

- The project execution shall follow the CPPM located online at https://www.denverwater.org/contractors/construction-information/design-standards/capital-projects-procedures-manual.

- AutoCAD drawings shall be in accordance with the Owner’s Design Drafting Standards and shall include, but not be limited to, the Standards located online in the CPPM.
  - Consultant shall submit drawing files a minimum of 3 days prior to Project Gate submittal dates.

- Construction Contract General Conditions, Contract Agreement, Bid Forms, etc., will be provided by the Owner via the Capital Projects Construction Standards (CPCS) located online: http://www.denverwater.org/.
  - Project specifications shall be submitted in the latest CSI format and adhere to the Owner’s Engineering Specification and Formatting Guidelines (to be provided after NTP). Consultant shall submit technical specification files a minimum of 3 days prior to Project Gate submittal dates.

- A gate is a term used to reference a formal document; it is also the process used to acknowledge project decisions. A gate is designed to acknowledge the approval of its related topic by project stakeholders. In addition, a gate is a means to document decisions made that are critical to the progress of the design beyond the current milestone/task. Once a gate is closed, changes cannot be made to the design deliverable nor data transferred without approval from the Owner and the Consultant Project Managers. If changes are identified, those changes are to be logged on the project change log.

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

- The Owner will compile documents for bid packages and other submittals.
Section 8 - Project Schedule

The Owner may elect to follow the proposals with a formal questionnaire and/or interview to assist with the proposal evaluation. Final selection of a Consultant will be based on the criteria detailed in Section 11.

The anticipated Project Schedule is summarized as follows:

- May 11, 2022   RFP issued to Consultants
- May 25, 2022   Mandatory Pre-Proposal Meeting (Virtual)
- June 3, 2022   Final Written Questions Due
- June 10, 2022   Consultant Proposals Due
- June 20-24, 2022   Consultant Interviews (if needed)
- July 13, 2022   Selected Consultant Recommendation to the Board
- July 20, 2022   NTP Issued to Selected Consultant
- September 16, 2022   Alternatives Analysis Memorandum
- October 3-7, 2022   Alternatives Analysis Workshop
- October 28, 2022   Design Criteria Memorandum
- November 14-18, 2022   Design Criteria Workshop
- December 21, 2022   30% Design Submittal
- January 23-26, 2022   30% Design Workshop
- April 14, 2023   60% Design Submittal
- May 8-12, 2023   60% Design Workshop
- July 21, 2023   90% Design Submittal
- August 14-18, 2023   90% Design Workshop
- September 22, 2023   Final for Bid Contract Documents
- September 27, 2023   Advertise to Pre-Qualified Contractors
- October 27, 2023   Contractor Proposals Due
- November 1-3, 2023   Contractor Interviews (if needed)
- December 6, 2023   Selected Contractor Recommendation to the Board
- January 2, 2024   NTP Issued to Selected Contractor
- July 19, 2024   Construction Substantial Completion
- October 18, 2024   Construction Final Completion

Proposals shall include a detailed schedule with any deviations from the aforementioned schedule clearly identified.

Relevant dates from the anticipated Design-Assist Contractor Project Schedule are summarized as follows:

- June 29, 2022   RFP issued to Design-Assist Contractors
- July 22, 2022   Design-Assist Contractor Proposals Due
- August 1-5, 2022   Design-Assist Contractor Interviews (if needed)
- September 2, 2022   NTP Issued to Selected Design-Assist Contractor

The Pre-Proposal Meeting will be held on Microsoft Teams on May 25, 2022, at 10:30 am MST. Consultants are required to sign a Non-Disclosure Agreement (NDA) prior to attending the meeting. Please sign the NDA in Exhibit A and submit via e-mail to ashley.hase@denverwater.org. The Microsoft Teams meeting link will be provided to the Consultant upon receipt of the signed NDA.

---

1 The workshop will be scheduled for one day during the listed week.
Section 9 - Scope of Services

Task 1: Project Management and Administration

Project Management and Administration includes the following activities:

- General Project Management.
- Project controls and reporting.
- Project workshops.
- Project meetings.

Subtask 1.1: General Project Management

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

**Deliverables:**

- Baseline Planned Value (PV) schedule to be used for Earned Value (EV) reporting.

Subtask 1.2: Project Controls and Reporting

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

- Total contract amount.
- Detailed charges for the current invoice period.
- Total charges to date.
- EV analysis.
- Previous billings.
- Outstanding balance.
- Current amount remaining.
- Total amount due.

The Consultant shall be responsible for the management of the Consultant and the Subconsultant Project Team’s overall project controls, actively coordinating with the Owner’s Project Manager to manage the following:

- Project costs.
- Project schedule.
- Document control.

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

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

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

**Deliverables:**

- Monthly invoices.
- Monthly project status reports.

Subtask 1.3: Project Meetings

Project meetings include the key Project Team stakeholders and as needed for the current topic, project stakeholders.

- Project Kickoff meeting.
• ProjectWise Coordination meeting/training.
• CAD Standards meeting.
• Owner and Consultant Management review meetings.
• Discuss ongoing issues and conflict resolution.
• Weekly Owner and Consultant Team meetings.

**Deliverables:**

- Prepared agendas for each meeting.
- Meeting action items.
- An ongoing log of decisions and conflict resolutions.

**Task 2: Design-Assist Contractor Selection**

The Owner will be issuing an RFP (separate from this advertisement) to hire a Design-Assist Contractor for the Design Phase of this project. The Design-Assist Contractor will review the Consultant deliverables and provide the Owner and Consultant with the scope identified below. The Design-Assist Contractor RFP is scheduled to be advertised on June 29, 2022, with proposals due on July 22, 2022. It is anticipated that the Design-Assist Contractor scope will include the following items:

- Review Consultant deliverables.
- Provide input on access, constructability, and schedule including production rates, and contract payment structure.
- Provide cost estimating services.
- Participate in all relevant workshops.
- Review and provide input on the Strontia Boat Ramp Bridge and Access Improvements Project design deliverables (being completed under a separate scope of work).

As described in the Section 10, the Consultant’s proposal shall include a list of any additional recommended scope items to be completed by the Design-Assist Contractor.

Costs associated with ongoing Design-Assist Contractor collaboration should be included in the in the design deliverables and workshops identified in other Tasks. The only cost to be included in Task 2 is for selecting the Design-Assist Contractor.

- The Design-Assist Contractor Contract will be awarded based on a quality-based selection similar to the Consultant Contract (as outlined in Section 11). Dependent on schedule, the Consultant will be invited to assist the Owner with the Design-Assist Contractor proposal review and selection process. This will include:
  - Review of Design-Assist Contractor proposals.
  - Participation in Design-Assist Contractor selection meeting.
  - Participation in Design-Assist Contractor interviews (if needed).

**Deliverables:**

- Scoring of Design-Assist Contractor proposals using Selection Criteria.

**Task 3: Initial Design**

**Subtask 3.1: Data Review**

The Consultant shall familiarize themselves with Strontia Springs Dam and Reservoir, Waterton Canyon, and the sediment issues through review of available as-built drawings, hydrographic surveys, engineering reports, and analyses. Review the following areas:

- Deep sediment deposit characteristics.
- Site accessibility.
- Water quality constraints.
- Typical reservoir operations.
- Stakeholder involvement.
- 2011 Dredging Project lessons learned.
The Consultant should identify any additional information needed to perform the subsequent subtasks.

**Deliverables:**
- None.

**Subtask 3.2: Alternatives Analysis**

The Consultant should use the information gathered from Subtask 3.1 to identify and analyze alternatives for removing material from the deep sediment deposit. The following items should be investigated and documented:

- Material removal methods.
- Options for transporting removed materials.
- Disposal options and locations for removed materials.
- Water quality management systems.
- Continuous water delivery options.

A workshop will be held to discuss the Alternatives Analysis Memorandum. The workshop will include the Consultant, the Owner, and the Design-Assist Contractor (if NTP is issued prior to workshop).

**Deliverables:**
- Alternatives Analysis Memorandum.
  - Draft to be submitted to the Owner prior to the Alternatives Analysis Workshop.
  - Memo to be updated with findings from the workshop and finalized following review from the Owner and Design-Assist Contractor.
- Alternatives Analysis Workshop Agenda.
- Alternatives Analysis Workshop Summary Notes.

**Subtask 3.3: Design Criteria**

The Consultant should use the information gathered for Subtasks 3.1 and 3.2 to develop the Design Criteria for the project. The following items should be investigated and documented:

- Appropriate removal quantity.
- Accessibility requirements/constraints.
- Construction schedule constraints.
- Acceptable water quality levels.
- Applicable codes and standards.

A workshop will be held to discuss the Design Criteria Memorandum. The workshop will include the Consultant, the Owner, and the Design-Assist Contractor.

**Deliverables:**
- Design Criteria Memorandum.
  - Draft to be submitted to the Owner prior to the Design Criteria Workshop.
  - Memo to be updated with findings from the workshop and finalized following review from the Owner and Design-Assist Contractor.
- Design Criteria Workshop Agenda.
- Design Criteria Workshop Summary Notes.

**Subtask 3.4: Risk Register**

The Risk Register is intended to identify potential project risks and recommend mitigation to address and reduce potential risks. The Risk Register is to be developed early in the project and updated throughout the project as additional risks are identified and/or addressed. The Owner has developed a preliminary list of potential project risks which will be provided to the Consultant for review and consideration. A Risk Register template is included in the CPPM and is to be tailored specific to the critical success factors for this project.
Deliverables:
- Risk Register.

Task 4: Permitting

It is anticipated that this project will require a significant number of permits from a variety of regulatory agencies. Early identification of permits and communication with regulatory agencies will be required for permitting the project. This task also includes permitting efforts for the Strontia Boat Ramp Bridge and Access Improvements Project (separate project to address access near the dam which is being improved for better accessibility during the Construction Phase of the Project). The Consultant will provide the Owner with support for the following items:

- Identify of required permits.
- Communicate and coordinate with regulatory agencies.
- Establish a tracking system to monitor the progress and status of each permit.
- Complete applications for applicable permits.
- Establish a schedule for obtaining applicable permits.

It is anticipated that this project will require the permits listed below. This is not an exhaustive list; it is the responsibility of the Consultant to identify all applicable permits for the project.

- Colorado Department of Public Health & Environment (CDPHE)
  - Construction Stormwater Permit and Stormwater Management Plan
  - Air Pollution Emission Notice (APEN)
  - Stormwater Discharge Permit
- Colorado Parks and Wildlife (CPW)
  - Input regarding potential impacts to the resident Big Horn Sheep herd in Waterton Canyon.
- Douglas County
  - Matters of State Interest (1041 Permit)
  - Location and Extent Permit 2
  - Sediment and Erosion Control Permit
  - Right of Way Use and Construction Permit 2
- Environmental Protection Agency (EPA)
  - Issuance of Clean Water Act Section 401 (through CDPHE)
- Federal Emergency Management Agency (FEMA)
  - Conditional Letter of Map Revisions (CLOMR)
- FERC
  - This task does not include work for FERC related requirements. The Consultant’s proposal shall identify team capabilities to support on FERC requirements in the event they are needed (i.e., Quality Control Inspection Program (QCIP)).
- Jefferson County
  - Matters of State Interest (1041 Permit)
- Right of Way Use and Construction Permit 2
  - Floodplain Permit 2
  - Contractor Grading Permit 2
- USACE
  - Two potential scenarios:
    - Work covered under Nationwide Permit 16 (Return Water from Upland Contained Disposal Area).
    - Work covered under an Individual Permit.
- US Forest Service (USFS)
  - Special Use Permit
  - Canyon Closure Coordination

2 This item will be submitted by the Contractor during the Construction Phase.
• US Fish and Wildlife Service (USFWS)
  o Preble’s Meadow Jumping Mouse protections under Endangered Species Act (ESA)
  o Triggers the need for a Biological Assessment (BA), Biological Opinion, and potential
    mitigation requirements for impacts to federally listed species.
  o Section 7 Consultation (completed as a part the Platte River and Colorado River recovery
    programs)

The Consultant’s proposal should clearly state assumptions for the level of effort and resources
required for attaining applicable permits.

Deliverables:
• Permit tracking system.
• Schedule for obtaining applicable permits.
• Applications and associated technical studies/reports for applicable permits.
• Agendas and meeting summaries for meetings with regulatory agencies.

Task 5: 30% Design

The 30% Design shall adhere to requirements in the CPPM. This item includes:

• Basis of Design Memorandum.
• 30% Drawings.
• 30% Technical Specifications.
• Support for 30% Constructability Review, Schedule Update, and Opinion of Probable
  Construction Cost (OPCC).

Subtask 5.1: 30% Design Tasks

The 30% Design Gate finalizes the scope for the project. Subtask 5.1 is the design effort
necessary to determine the scope and involves all design disciplines on the project. A workshop
will be held following the submittal of 30% Design Package.

Prepare a Basis of Design Memorandum which will document all design assumptions and include
information identified and obtained as appropriate from Task 3. The Basis of Design Memorandum shall be updated at each Design Gate. The Basis of Design Memorandum shall include all major design criteria used for the project such as:

• How extents of removal were determined.
• Permits to obtain and abide by.
• Regulatory standards and codes to be used in the design.
• Risk Register items that require mitigation.
• Any other relevant information that will impact the design.

Deliverables:
• 30% Design Workshop Agenda.
• 30% Design Workshop Summary Notes.
• Basis of Design Memorandum.
• Updated Risk Register.

Subtask 5.2: 30% Drawings

For this project, it is anticipated that drawings will be limited to any design of the staging areas,
material disposal location, and schematic of approximate material removal location. At 30% Design,
the Consultant shall prepare a list of all anticipated drawings with numbering. General
drawings shall be at least 60% complete. Placeholders should be included for any drawings not
started.

Deliverables:
• 30% Design Drawings in electronic format (CAD and PDF).
**Subtask 5.3: 30% Technical Specifications**

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

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

**Deliverables:**

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

**Subtask 5.4: Support for 30% Constructability Review, Schedule Update, and OPCC**

Coordinate with the Design-Assist Contractor for their development of the OPCC and construction schedule based on the 30% design. This includes providing estimated quantities and general assumptions to support their work. The Design-Assist Contractor will also review the 30% design for constructability. The Consultant is responsible for reviewing the Design-Assist Contractor’s deliverables and providing the Design-Assist Contractor with comments.

**Deliverables:**

- Review comments for the Design-Assist Contractor on their deliverables (Constructability Review Memorandum, OPCC, and project schedule).

**Task 6: 60% Design**

The 60% Design shall adhere to requirements in the CPPM. This item includes:

- 30% Comment Resolution.
- 60% Drawings.
- 60% Technical Specifications.
- Support for 60% Constructability Review, Schedule Update, and OPCC.

**Subtask 6.1: 30% Comment Resolution**

Provide a response matrix to address comments provided by the Owner and the Design-Assist Contractor on the 30% design submittal.

**Deliverables:**

- 30% Comment Resolution Matrix.

**Subtask 6.2: 60% Design Tasks**

A workshop will be held following the submittal of 60% Design Package. This subtask includes updating the Basis of Design Memorandum and Risk Register based on the 60% design.

**Deliverables:**

- 60% Design Workshop Agenda.
- 60% Design Workshop Summary Notes.
- 60% Design Memorandum.
- Updated Risk Register.

**Subtask 6.3: 60% Drawings**

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

- General Drawings – 90% complete
- Civil – 90% complete
Deliverables:

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

**Subtask 6.4: 60% Technical Specifications**

The 60% technical specification submittal shall include the following:

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

Deliverables:

- 60% Specifications (PDF and Owner’s format).

**Subtask 6.5: Support for 60% Constructability Review, Schedule Update, and OPCC**

Coordinate with the Design-Assist Contractor for their development of the OPCC and construction schedule based on the 60% design. This includes providing estimated quantities and general assumptions to support their work. The Design-Assist Contractor will also review the 60% design for constructability. The Consultant is responsible for reviewing the Design-Assist Contractor’s deliverables and providing the Design-Assist Contractor with comments.

Deliverables:

- Review comments for the Design-Assist Contractor on their deliverables (Constructability Review Memorandum, OPCC, and project schedule).

**Task 7: 90% Design**

The 90% Design shall adhere to requirements in the CPPM. This task culminates in the 90% Design Submittal/Project Gate. This item includes:

- 60% Comment Resolution.
- 90% Drawings.
- 90% Technical Specifications.
- Support for 90% Constructability Review, Schedule Update, and OPCC.
- QA/QC Colored Drawings.

**Subtask 7.1: 60% Comment Resolution**

Provide a response matrix to address comments provided by the Owner and the Design-Assist Contractor on the 60% design submittal.

Deliverables:

- 60% Comment Resolution Matrix.

**Subtask 7.2: 90% Design Tasks**

A workshop will be held following the submittal of 90% Design Package. This subtask includes finalizing the Basis of Design Memorandum and updating the Risk Register based on the 90% design.

Deliverables:

- 90% Design Workshop Agenda.
- 90% Design Workshop Summary Notes.
- Final Design Memorandum.
- Updated Risk Register.

**Subtask 7.3: 90% Drawings**

The 90% Design Drawings should constitute the complete design.
Deliverables:
- 90% Design Drawings in electronic format (CAD and PDF).

Subtask 7.4: 90% Technical Specifications
The 90% technical specification submittal shall constitute the completed technical specifications.

Deliverables:
- 90% Specifications (PDF and Owner’s format).

Subtask 7.5: Support for 90% Constructability Review, Schedule Update, and Opinion of
Coordinate with the Design-Assist Contractor for their development of the OPCC and construction schedule based on the 90% design. This includes providing estimated quantities and general assumptions to support their work. The Design-Assist Contractor will also review the 90% design for constructability. The Consultant is responsible for reviewing the Design-Assist Contractor’s deliverables and providing the Design-Assist Contractor with comments.

Deliverables:
- Review comments for the Design-Assist Contractor on their deliverables (Constructability Review Memorandum, Opinion of Probable Construction Cost, and project schedule).

Subtask 7.6: QA/QC Colored Drawings
The Consultant shall submit a set of Colored Drawings in accordance with the color criteria listed in the CPPM. This set shall be part of the 90% submittal. The Colored Drawing shall be signed and dated by the QA/QC reviewer.

Deliverables:
- Colored Drawing set (PDF).

Task 8: Final for Bid
This task is to finalize the documents developed in Tasks 2 through 7 prior to the Owner advertising the project for bidding. This item includes:

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

Subtask 8.1: 90% Comment Resolution
Provide a response matrix to address comments provided by the Owner and the Design-Assist Contractor on the 90% design submittal. The response document should be submitted with the Final for Bid set.

Deliverables:
- 90% Comment Resolution Matrix.

Subtask 8.2: Final for Bid Drawings
The Consultant shall produce the final for bid drawings. The drawing shall be signed by the Consultant and initialed by the Owner.

Deliverables:
- Final for Bid Drawings – signed and sealed.
- Final for Bid Drawings in electronic format (CAD and PDF).

Subtask 8.3: Bidding Phase Services
The Consultant shall provide the Owner with support during the Contractor bidding phase. This item includes:
• Attending the pre-bid meeting.
• Preparation of responses to all bidder questions.
• Preparation of all contract drawings and specifications for addenda within an agreed upon schedule.
• Assistance to Owner in reviewing Contractor proposals, performing interviews (if needed), and selection.
• Attendance and Project Presentation at Owner’s Board Meeting.

Deliverables:
• Responses to Contractor questions during advertisement.
• Addenda drawings and specifications.
• Scoring of Contractor proposals using Selection Criteria.

Task 9: Final for Construction
This task is to provide the Owner and Contractor with the Final for Construction Drawings, incorporating all addenda. The drawings must be initialed, signed, and sealed by the Consultant’s Professional Engineers of Record, and initialed by Owner.

Deliverables:
• Final for Construction Drawings – signed and sealed.
• Final for Construction Drawings in electronic format (CAD and PDF).
**Section 10 - Proposal Requirements**

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

- A cover letter.
- The project approach, including any unique solutions and clearly identifying assumptions.
- A list of recommended scope items to be completed by the Design-Assist Contractor.
- Assumptions for the level of effort and resources required for attaining applicable permits and team capabilities to support on FERC requirements in the event they are needed.
- Tailored 2-page resumes, with a focus on key personnel’s experience on projects similar in nature and complexity to this project, shall be provided for key personnel shown within the project organization chart. Key personnel proposed for the project shall remain available for the entirety of the project. A change of project personnel will only be permitted in extreme circumstances and may be subject to a monetary penalty.
- A manpower labor estimate (work breakdown structure) by labor type/hours for the major project tasks and subtasks outlined in Section 9. The final level of effort and overall cost will be negotiated with the Owner before contract execution. Include the corresponding hourly rates (an 11-inch by 17-inch format for the work breakdown structure is acceptable).
- A detailed schedule with any deviations from the schedule included herein clearly identified and tied to the project approach.
- A written statement regarding the Consultant’s eligibility to perform the work without a conflict of interest.
- Proposals shall be limited to 12 pages not including resumes (a double-sided page is counted as 2 pages).

**Section 11 - Selection Criteria**

The Owner will review the proposals and make a selection based on best value while considering the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Standard</th>
<th>Weighting Factor</th>
</tr>
</thead>
</table>
| Project Team Qualifications                   | • Does the firm have the appropriate support capabilities to meet the demands of the project?  
• Do the assigned personnel have the skills and experience to provide a detailed and complete study?  
• Has the firm done previous projects of this type of scope?  
• Do the personnel have firsthand experience in this type of work? | 35%               |
| Proposed Approach, Project Plan, and Schedule | • Does the proposal show an understanding of the project objectives and the results desired from the project? | 45%               |
| Cost and Work Hours                           | • Do the work hours presented accurately reflect the level of effort required to complete the project?  
• How do unit labor and overhead costs compare to other firms? | 20%               |

The scale of the criteria is from 1 to 10; 1 is a poor rating, 5 is an average rating, and 10 is an outstanding rating. Criteria will be multiplied by the associated weight to give a weighted criteria score. The weighted criteria scores will be summed for a cumulative score. The maximum possible cumulative score is 100.
Section 12 - Proposal Submittal

Selection of a Consultant will be based on the selection criteria previously described. The proposal shall address each component of the selection criteria.

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

Proprietary Or Confidential Information:

- Proposers acknowledge that Denver Water may be required to disclose any or all 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), Denver Water may deny inspection of any confidential commercial or financial information furnished to Denver Water by an outside party. Therefore, a Proposer must clearly designate any documents submitted with its proposal that the Proposer deems proprietary or confidential, to aid Denver Water in determining what must be disclosed in response to a request for documents under the Colorado Open Records Act.

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

Written requests for interpretation, clarification, and/or additional information must be received no later than 4:00 p.m. MST on Friday, June 3, 2022. Any requests for shall be submitted in writing via e-mail to ashley.hase@denverwater.org, or during the Virtual Pre-Proposal Meeting.

The Consultant’s proposal shall be submitted electronically by 10:00 a.m. MST on Friday, June 10, 2022. The Consultants shall upload a PDF version of their proposal to the Dropbox folder at https://www.dropbox.com/request/Zeo00Ua7o338h8s4qSo8. In addition, a PDF version of the Consultant’s proposal with intellectual or proprietary property redacted shall be uploaded to the same Dropbox location.

A sample of the Owner’s standard Agreement form that the selected Consultant is expected to enter is included in Attachment B for informational purposes.

Section 13 - Terms for this Proposal

Addenda

- In the event it becomes necessary to revise, change, clarify, provide additional information about, and/or cancel this RFP, the Owner will issue a written addendum. It is the sole responsibility of the Proposer to acknowledge all addenda in its proposal.

Withdrawal or Modification of Proposals

- Proposals may be withdrawn or modified by Proposers prior to the proposal due date, but only upon written request. After the proposal due date, the Owner will not return proposals or other information supplied to the Owner. After the proposal due date, if the Owner identifies a defect in the proposal that could otherwise be cured, the Owner may request the proposer to supplement their proposal to make needed corrections identified by the Owner.

Right to Negotiate

- The Owner may select one or more proposals and may negotiate any and all elements of a proposal, if deemed to be in the best interest of the Owner.

Attachments

Attachment A – Proposer Non-Disclosure Agreement
Attachment B – Sample Consultant Agreement
NON-DISCLOSURE AGREEMENT

This is an Agreement between Bidder, identified below, and the City and County of Denver, acting by and through its Board of Water Commissioners (“Board”).

1. The Board is the owner of certain confidential and/or security-sensitive information relating to its water system and components thereof (“Confidential Information”), which the Board represents is not subject to public inspection under C.R.S. § 24-72-201 et. seq., and which the Board has taken and continues to take steps to protect as confidential and restricted.

2. The parties recognize that it may be necessary for the Board to provide information, including but not limited to Confidential Information, to Bidder for the purpose of preparing a bid or proposal for Strontia Springs Reservoir Deep Sediment Removal Project (“Contract”) and potentially for Bidder to perform the work required by the Contract. Bidder acknowledges that it may receive Confidential Information from a contractor working on behalf of the Board and that this Agreement also will apply to such Confidential Information.

3. The Confidential Information includes any reports, spreadsheets, or tools created for the Strontia Springs Reservoir Deep Sediment Removal Project that the Board provides to Bidder before or during the term of the Contract, as well as any of the above items developed by Bidder for the Board during the term of the Contract. Any other information provided by either party shall be labeled as or identified as confidential in order to be protected under this Agreement.

4. The Board, in its sole discretion, may provide to Bidder the Confidential Information in the form of the Board’s choosing.

5. If the Board provides or Bidder requests the Confidential Information in a format requiring particular software, it is understood that Bidder will secure at its sole cost any and all necessary software licenses, authorizations or other intellectual property rights for the transfer and use of the Confidential Information.

6. As part of this Agreement, the Board may permit Bidder to visit one or more Board facilities according to a schedule to be determined by the Board. Bidder is prohibited from taking any pictures or video or making any electronic recordings of any kind during its visit(s) to the Board’s facilities without the prior approval of the Board’s site or area supervisor. Bidder acknowledges that it may learn information about and receive documentation about the Board’s facilities during the visit(s), and Bidder agrees that such information and documentation will be considered Confidential Information under this Agreement.
7. Bidder shall hold and use the Confidential Information only for the purposes of preparing a bid or proposal for the Contract, if Bidder so chooses, and for performing the work required by the Contract if selected as the successful bidder. Bidder shall limit disclosure of the Confidential Information to only its employees and subcontractors who have a need to know the Confidential Information. Bidder will not use or derive any direct or indirect benefit from any information provided by the Board, or from any part thereof, without the prior written consent of the Board; this prohibition will survive the termination of this Agreement. Bidder shall take reasonable steps to ensure that anyone to whom it provides the Confidential Information complies with the terms of this Agreement.

8. Bidder shall not be liable to the Board for disclosure of any information, including but not limited to Confidential Information, if the information:
   a. Was in the public domain at the time it was disclosed, or
   b. Becomes part of the public domain without breach of this Agreement, or
   c. Is obtained by Bidder from a third party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation to the Board or other third party with respect to such information, or
   d. Is disclosed with the prior written approval of the Board, or
   e. Was independently developed by Bidder, or
   f. Is disclosed pursuant to the provisions of a court order or subpoena, provided that the Board has had an opportunity to object or intervene in the matter.

9. The provisions of this Agreement shall supersede the provisions of any inconsistent language that may be affixed to any information provided by the Board, and the inconsistent provisions of any such language shall be without any force or effect during the term of this Agreement.

10. Confidential Information and any other information or materials provided by the Board to Bidder shall be returned to the Board, or to the Board’s contractor that supplied the information, (1) at such time as it is no longer required for the purposes described in this Agreement or (2) upon request of the Board at any time. Additionally, upon request Bidder will provide an affidavit of destruction of any copies or extracts of the Confidential Information in whole or in part, or of other material or formats that contain the Confidential Information.

11. If Bidder loses or makes unauthorized disclosure of any of the Board’s information protected by this Agreement, it shall notify the Board immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

12. The standard of care for protecting Board information provided to Bidder will be at least that degree of care Bidder uses to prevent disclosure, publication or dissemination of its own proprietary information, provided that degree of care is at least reasonable.

13. Bidder shall not be liable to the Board for the inadvertent or accidental disclosure of any of the Board’s information protected by this Agreement if such disclosure occurs despite the exercise of at least the same degree of care as Bidder normally takes to protect its own proprietary information, provided that degree of care is at least reasonable.
14. If Bidder receives a request by a third party, under the Colorado Open Records Act (C.R.S. § 24-72-201 et. seq.) or otherwise, to provide any information it has received pursuant to this Agreement, it shall treat all such information as confidential or otherwise protected from disclosure, unless it is permitted to be disclosed under this Agreement. In the event of such a request, Bidder shall notify the Board in writing as soon as reasonably possible.

15. In providing any information under this Agreement, the Board makes no warranty or representations, either express or implied, as to the information’s adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Board incur any liability or obligation whatsoever by reason of providing such information.

16. This Agreement contains the entire agreement relative to the protection of information to be provided by the Board for the purposes described in this Agreement and supersedes all inconsistent prior or contemporaneous oral or written understandings and agreements regarding this issue. This Agreement shall not be modified or amended, except by an amendment executed by the Board and Bidder.

17. Nothing contained in this Agreement, by express grant, implication, estoppel or otherwise, shall create in Bidder any ownership, right, title, interest, or license in or to the documents, information, inventions, patents, technical data, computer software, or software documentation of the Board.

18. Notwithstanding that the Board may provide information for the purposes described in this Agreement, the Board does not waive any claim that the information it provides is privileged, proprietary, and/or confidential.

19. Nothing contained in this Agreement shall grant to Bidder the right to make commitments of any kind for or on behalf of the Board without the prior written consent of the Board.

20. Nothing contained in this Agreement shall be construed as restricting the Board’s right to restrain use or dissemination of the Board’s information in accordance with applicable federal, state, or local law or regulation, or at common law.

21. Nothing contained in this Agreement shall require Bidder to submit a bid or proposal to the Board for the Contract.

22. In the event the Board selects Bidder for the Contract, this Agreement shall remain in effect for the term of the Contract at a minimum and, additionally, for as long as the Bidder is in possession of the Board’s information that is protected by this Agreement. In the event the Board does not select Bidder for the Contract, this Agreement shall remain in effect for as long as the Bidder is in possession of the Board’s information that is protected by this Agreement.

23. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado with venue for any legal action in the District Court for the City and County of Denver.
To be completed by Bidder:

Name of Bidder: __________________________________________
(Print name legibly)

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

By: ____________________________________  Date: _____________________

Title: ___________________________________

Attachment B
Sample Consultant 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 Consultant Name ("Consultant"), whose address is Consultant 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 provide this description of work.

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 this date. The Consultant and the Board must agree upon any extensions of the completion date in a written amendment.

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

5. **Confidentiality of Information.** The Non-Disclosure Terms and Conditions attached as Exhibit B are incorporated into this Agreement. The Consultant shall retain in strictest confidence all information furnished by the Board and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. The
Consultant shall not disclose such information to others without the prior written consent of the Board, except as required by law.

6. **Ownership of Work Product.**

   a. All printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of Work performed under this Agreement (the “Creations”) (with the exception of any intellectual property rights contained therein, owned or created by the Consultant prior to the effective date of this Agreement (“Prior Works”)) shall be the sole property of the Board and may not be used, sold, licensed or disposed of in any manner without prior written approval of the Board. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in the Board. Consultant hereby assigns and irrevocably agrees to assign in the future (when any such Creations are first reduced to practice or first fixed in a tangible medium, as applicable) to the Board all right, title and interest in and to any and all such Creations, including, without limitation, all related intellectual property rights (as to copyright, to the extent such Creations are held not to be works made for hire under applicable law). All such Creations shall be turned over to the Board upon completion of the Work. For custom-developed software, the Board shall be provided a copy of the source code.

   b. Consultant agrees not to use, and hereby represents that Consultant has not used, in the course of the performance of the Work any Prior Works, unless such Prior Works are first disclosed in writing to the Board, and the Board consents in writing to the use of the Prior Works, and Consultant grants a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, create derivative works of, copy, publicly display, use, sell and distribute such Prior Works as incorporated in the Work. Consultant further agrees that it shall not use or incorporate any third party works, third party inventions or open source software in the Work without prior disclosure to the Board, without provision of a valid license providing the Board with all rights necessary to use such as used or incorporated in the Work, and without approval from the Board.

   c. Consultant represents that all studies, reports and other Work performed under this Agreement are original or a license to the same has been obtained for the Board as required in this section, will perform for the purpose intended, contain no infringing intellectual property, and contain no material defects, and, if software, contain no malware or undisclosed means of access. The Consultant may retain one copy of all documents.
prepared under this Agreement. Any reuse of the Consultant's work product for any use other than as contemplated by this Agreement shall be at the Board's sole risk.

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

   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.

   Description of hourly rates

   b. The Consultant shall provide invoices each month for Work accomplished through the last day of the preceding month. The Consultant’s invoices shall include a description of the Work performed by and the hours worked by each person for the billing period. The Consultant must submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include the contract number of this Agreement on each invoice.

   a. The total compensation under this Agreement shall not exceed $0.00. There are no reimbursable costs associated with this Agreement.

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

9. **Records and Audits.** The Consultant shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all Work, purchases, and billings under this Agreement. The Consultant shall retain all such accounting records and documentation for at least two (2) years after final payment. The Board has the right to audit the accounting records and documentation of Consultant related to the Work at any time during the period of this Agreement and for two (2) years after final payment. The Consultant shall refund to the Board any charges determined by the Board’s audit to be inconsistent with this Agreement.

10. **Changes in Work.** The Board has the right to order additions, deletions, or changes in the Work at any time, so long as such changes are within the general scope of Work covered by this Agreement. Requests for material changes in the Work may be made by the Board orally or in writing; however, oral requests shall be confirmed by a written request within ten (10) business days after the oral request. If the Board directs the Consultant to proceed with a material change, the Consultant shall be paid for the change as agreed to by the parties.

11. **Independent Contractor.**

   a. The Consultant is customarily engaged in an independent trade, occupation, profession or business related to the Work, and nothing in this Agreement requires the Consultant to work exclusively for the Board during the term of the Agreement.

   b. Nothing in this Agreement shall be construed to establish the Consultant as an agent or employee of the Board for any purpose. The Consultant and its employees, agents, and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board in performance of the Work.

   c. The Board shall not oversee the Work of the Consultant or instruct the Consultant on how or when to perform the Work, except that the Board and the Consultant have agreed to a completion date for the Work. The Consultant shall in all respects be an independent contractor of the Board in its performance of the Work.

   d. **The Consultant acknowledges that it is not entitled to unemployment insurance or workers’ compensation benefits as a result of performance of the Work for the Board.**
e. The Consultant acknowledges that it is obligated and solely liable to pay federal and state income tax on any moneys earned pursuant to this Agreement, which may include federal and state income and withholding taxes, unemployment taxes, FICA taxes and workers’ compensation payments and premiums applicable to this Agreement or the Work. The Consultant shall indemnify the Board for any liability resulting from nonpayment of the Consultant’s obligations under this paragraph.

12. **Insurance.**

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

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

a. **Commercial General Liability Insurance:**
Commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.

b. **Automobile Liability Insurance:**
Consultant shall maintain automobile liability insurance as required by Colorado law. The Board does not require a certificate of insurance unless this subparagraph (b) requires insurance that exceeds the statutory requirements.

c. **Professional Liability Insurance:**
Professional liability insurance with limits not less than $1,000,000 per claim covering all licensed professionals performing Work under this Agreement.

d. **Workers’ Compensation Insurance:**
The Consultant is located in Colorado and maintains workers’ compensation insurance, as required under the laws of the State of Colorado. Other Requirements:
1) The Consultant’s insurers shall maintain an A.M. Best rating of A-, VII or better.
2) All self-insured retentions or deductibles must be declared and acceptable to the Board.
3) Thirty (30) days’ advance written notice of cancellation shall be provided to the Board, except for ten (10) days’ advance written notice in the event of cancellation due to non-payment of premium.

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

13. Compliance with Laws. In performing this Agreement, the Consultant shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers’ Compensation Act, 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.

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

15. Personnel Screening. N/A

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

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

18. **Small Business Enterprises; Minority- and Women-Owned Business Enterprises.** The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (“SBEs”) and Minority- and Women-Owned Business Enterprises (“MWBEs”). The Consultant agrees to make a good faith effort to involve SBEs and MWBEs in the Work if and when the opportunity arises.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Remedies.** In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to correct, or
commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event the Consultant fails or neglects to perform the Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge the Consultant for the full cost of the corrections. The parties agree that no profits that the Consultant might realize from this or other work are within the scope of their agreement. They further agree that the Consultant waives any right to recover and shall not be compensated for any such lost profits or other consequential damages arising from a breach by the Board.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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:

Consultant Contact Info

If to the Board:

DW Employee  
Denver Water Department  
1600 West 12th Avenue  
Denver, Colorado 80204  
DWEmployee@denverwater.org

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

29. **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.

30. **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.

31. ** Entire Agreement.** This Agreement constitutes the entire agreement between the Board and the Consultant and replaces all prior written or oral agreements and understandings with regard to the subject matter herein. It may be altered, amended, or repealed only by a duly executed written instrument. The terms of this Agreement shall control in the event of any conflict between the terms of the Agreement and any documents or exhibits attached or incorporated into the Agreement.
32. **Effective Date.** This Agreement shall become effective on the date it is fully signed by the Board.

33. **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.

THEREFORE, the parties have executed this Agreement. This Agreement must have the signature of an authorized representative of the Consultant.
ATTESTED:  
By: ______________________
Secretary

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

By: ______________________
President

DATE: ______________________

APPROVED:

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: ______________________
Timothy M. O’Brien, CPA
Auditor

APPROVED AS TO FORM:

By: ______________________
Office of General Counsel
THIS AGREEMENT IS ACCEPTED BY:

CONSULTANT: Consultant Name
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.
EXHIBIT A
SCOPE OF WORK

The Consultant shall perform the following tasks:

Description of scope of work.
Request for Taxpayer Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check applicable box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership)
   - Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

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

6. City, state, and ZIP code

7. 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 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 3.

Sign Here

Date

Signature of U.S. person

General Instructions

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

Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS will furnish your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). Report on an information return the amount paid to you, or other amount reportable on the information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, and gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X


Revised by OGC 8/23/19