

**PROFESSIONAL SERVICES  
REQUEST FOR PROPOSALS  
Conduit No. 302 Inspection**

**Section 1 - Project Description**

Denver Water is soliciting proposals for an internal pipeline inspection on approximately 6,447 linear feet of Conduit No. 302, a 36-inch inside diameter steel recycled water pipeline. The original steel thickness of Conduit No. 302 was 0.188 inches with 20 mil polyurethane lining and 80 mil polyken tape coating. The inspection will provide an analysis of the existing pipe wall thickness and identify areas of metal loss due to corrosion. In addition, the inspection will determine the condition of the existing pipe lining by video inspection, with particular focus at pipe joints, taps, and outlets. The pipeline inspection will be performed during a scheduled outage from December 1, 2022 to December 23, 2022.

**Section 2 - Background and History**

Conduit No. 302 was constructed in 2013 and had three reported leaks in 2021 due to internal corrosion at joints lined with field applied polyurethane. Other Denver Water recycled water conduits similar in material, size, and age to Conduit No. 302 have exhibited similar issues. The section of the pipeline to be inspected will begin at STA 635+15 and end at STA 699+62 (See Map - Attachment A).

**Section 3 - Project Objectives**

The following specific project objectives have been identified:

- Deliver a pipeline condition assessment report providing information on metal loss, locations of detected pipe defects, and video documentation of the existing lining and internal pipe joints.
- Maintain a safe working environment for the full duration of the inspection.

**Section 4 - Consultant Scope of Services**

The selected Consultant will submit a project execution plan with information regarding the access points to be used, schedule, length of pipe inspected each day, and other relevant information.

The inspection will determine areas of metal loss along the full length of the inspected pipe, identify locations of corrosion pitting, defects, and other anomalies on the pipe. The inspection will also provide video documentation with a qualitative assessment and summary of findings on the interior condition of the pipe. The Consultant will be responsible for overall site safety and lockout/tagout of valves during the inspection.

Upon completion of the inspection, the selected Consultant will provide a draft report to Denver Water. Denver Water will review and provide comments to the Consultant for revisions and inclusion into the final report.

**Section 5 - Consultant Qualifications**

The Proposer will provide a comprehensive description of their experience on inspecting pipe of a similar size, length, and material to Conduit No. 302.

**Section 6 - Inspection Technology**

The proposal must explain and describe the proposed tool and technology to be used on the inspection and include pipe access requirements/restrictions and inspection length/limitations. Proposed technologies must identify level of accuracy expected in the identification of corrosion pitting and defects on the existing pipe wall, and must provide video inspection in color.

**Section 7 - Denver Water Responsibilities**

Denver Water will provide to the Consultant the following information and services:

- A map showing the location of the pipe, access locations, and valve locations (See Attachment A).

- Pipeline outages and draining to the extent possible (some amount of nuisance water may remain in the pipe).
- Traffic control services required to allow the Consultant to perform their inspection.
- Detailed pipeline plan and profile drawings can be made available to Proposers upon request and upon completion of the NDA in Attachment D.

### Section 8 - Project Schedule

Denver Water may elect to follow the proposals with an interview to assist with the proposal evaluation. Final selection of a Consultant will be based upon the selection criteria detailed in Section 10.

The anticipated Project Schedule is summarized as follows:

- 8/9/22 Pre-Proposal Meeting
- 8/16/22 Final Written Questions Due
- 8/23/22 Proposals Due
- 8/29/22 Proposers Notified of Selection
- 9/8/22 Notice to Proceed
- 12/1/22 – 12/23/22 Perform Conduit No. 302 Inspection
- 4/1/23 Deliver Draft Report to Denver Water
- 4/17/23 – 4/21/23 Revise Draft Report
- 4/28/23 Deliver Final Report to Denver Water

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

Any requests for clarification or additional information regarding the submission of this RFP shall be submitted in writing via e-mail to Jim Light (jim.light@denverwater.org), or during the Pre-Proposal Meeting that will be held virtually on Microsoft Teams on Tuesday August 9, at 10:00 A.M. The conference ID number is 132 151 211#. The call-in number is (720) 647-5730. Written requests for interpretation, clarification, and/or additional information must be received no later than 5pm, local time, Tuesday, August 16, 2022.

### Section 9 - Proposal Requirements

The proposal shall outline the Consultant's Scope of Services, which shall include the criteria set forth within this RFP and the Consultant's approach to administer and complete the inspection. At a minimum, the Proposal shall include the following:

- Information regarding the technologies to be used, modifications to the pipe, needs and preparation required by Denver Water prior to commencing the inspection, data to be gathered by the technologies, the format and description of the results that will be delivered in the final report, the approach to the inspection, and unique solutions or recommendations being proposed.
- Clearly identify all assumptions.
- Clearly state the limitations of the Proposer's tools and equipment to allow for performing the inspection (i.e. – existing pipeline valves, bends, diameter, slopes, and access manways).
- A detailed schedule with any deviations from the schedule included herein clearly identified. Proposers unable to complete the inspection during the specified outage may not be considered during the proposal evaluations.
- A cost proposal form (see Attachment B), which shall state the total cost for the inspection, the cost per linear foot of pipe inspected, including video inspection.
- A minimum of 3 example projects, demonstrating competency in performing inspections similar in size and scope to the Conduit No. 302 Inspection.
- No MWBE goal has been set for this Work. More information on Denver Water's MWBE Program can be found online: <http://www.denverwater.org/>.

**Section 10 - Selection Criteria**

Denver Water will review the Proposals and make a selection based on best value while considering the following criteria:

<b>Criteria</b>	<b>Standard</b>	<b>Weighting Factor</b>
Content of Data Furnished	The data provided by the inspection technology meets the requirements set forth in this RFP. The data provides a precise identification of metal thickness for the pipe. Video data is of adequate quality to make sound engineering judgements. The results provided are actionable.	2
Proposed Approach, Project Plan, and Schedule	The proposal shows an understanding of the project objectives. The inspection is completed during the scheduled outage. The inspection requires minimal preparations from Denver Water.	2
Cost	The proposed cost accurately reflects the quality of data and the level of effort required to complete the inspection.	4
Firm Qualifications/ Experience	The firm has the appropriate experience to effectively complete the project. The firm has performed previous inspections of this type of scope on pipes of similar size and material.	2

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 11 - 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.

A PDF of the Consultant’s Proposal shall be emailed to Jim Light (jim.light@denverwater.org), by 5pm, local time, on Tuesday August 23, 2022. Please contact Jim Light at 303-628-6614 with questions regarding this request. In addition, submit one PDF of the Consultant’s Proposal with intellectual or proprietary property redacted.

**Attachments**

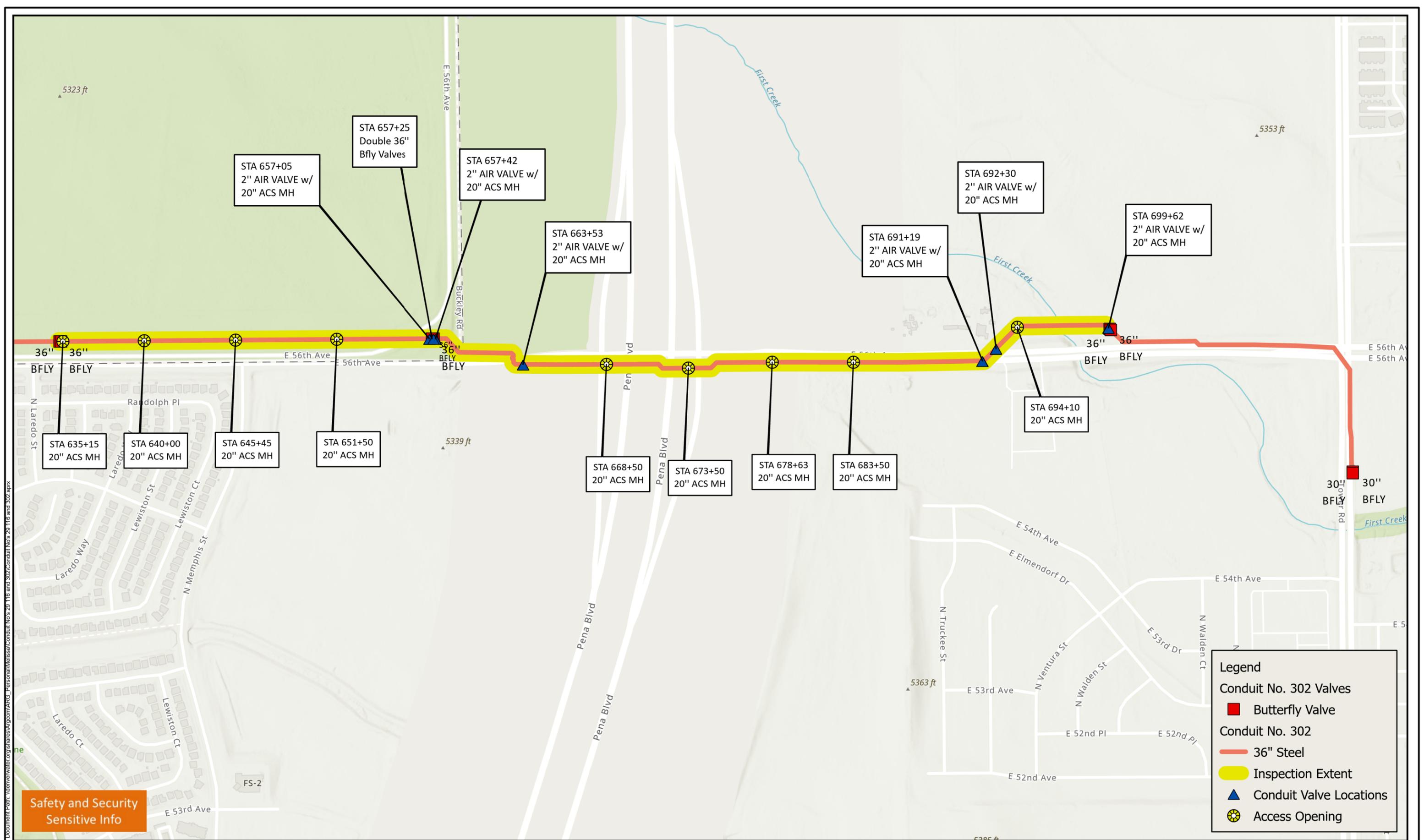
Attachment A – Conduit No. 302 Inspection Map

Attachment B – Cost Form

Attachment C – Non-Disclosure Agreement

Attachment D – Sample Consultant Agreement

**Attachment A – C302 Inspection Map**



Safety and Security Sensitive Info

**Legend**

- Conduit No. 302 Valves
- Butterfly Valve
- Conduit No. 302
- 36" Steel
- Inspection Extent
- ▲ Conduit Valve Locations
- ⊗ Access Opening



**Conduit No. 302**  
 Length of Inspected Pipe = 6,441'  
 Pipe Material: Steel



Map Date: 6/27/2022  
 Author: Section - Author Initials  
 Source(s):

**Attachment B - Cost Form**

	Unit Cost (\$/LF)	Length of Pipe (LF)	Extended Cost (\$)
Inspection	\$ _____	6,447	\$ _____
Video Inspection	\$ _____	6,447	\$ _____
Mobilization			\$ _____
Draft and Final Reports			\$ _____
Total Cost			\$ _____

**Attachment C – Non-Disclosure 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 Conduit No. 302 Inspection (“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 detailed pipeline plans, drawings, electronic files, studies, etc. 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 D – 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.

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ATTESTED:

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

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

By: \_\_\_\_\_  
President

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

APPROVED:

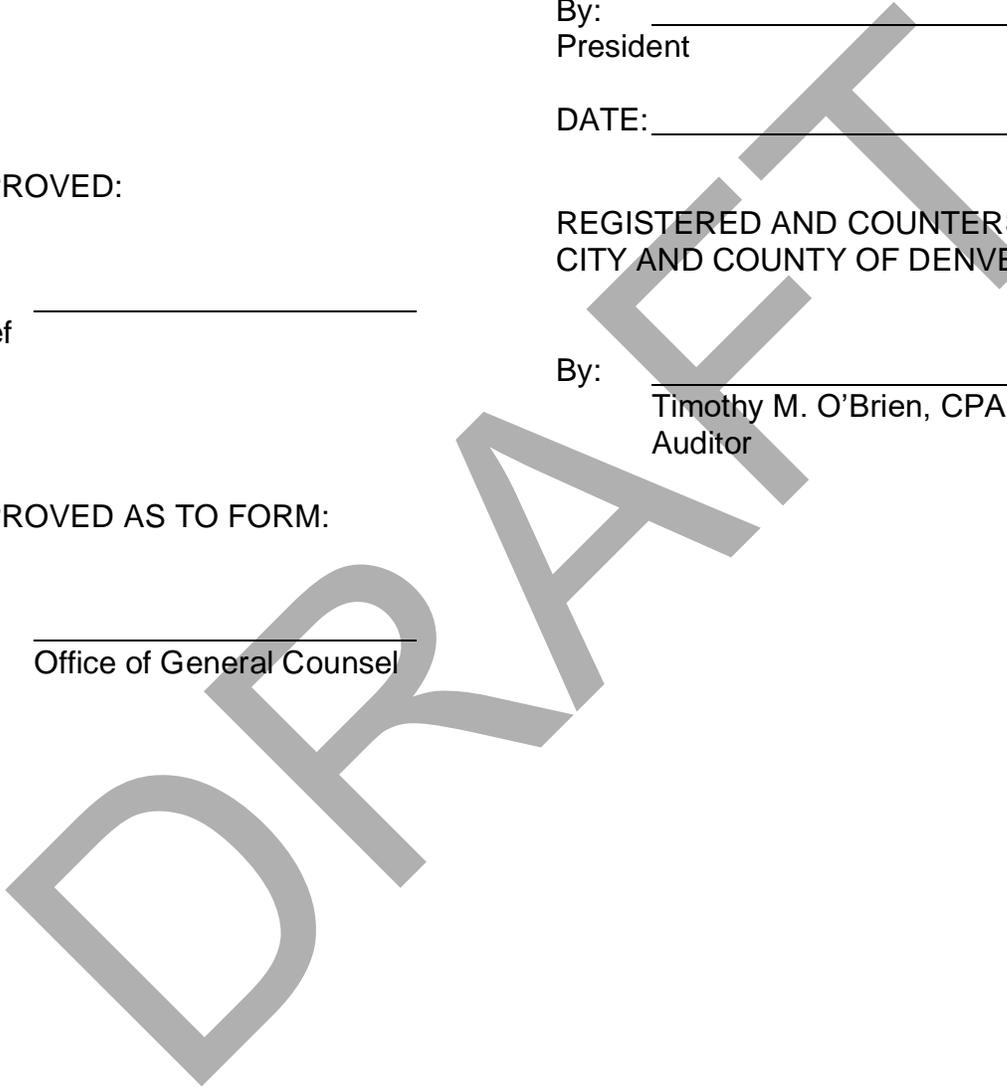
By: \_\_\_\_\_  
Chief

**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.**

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**EXHIBIT A  
SCOPE OF WORK**

The Consultant shall perform the following tasks:

Description of scope of work.

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## 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.	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 appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[ ] - [ ] - [ ] [ ] [ ] [ ] [ ]	or
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### 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](http://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 must obtain 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), to report on an information return the amount paid to you, or other amount reportable on an 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, or 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 to the requester 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.