

PROFESSIONAL SERVICES REQUEST FOR PROPOSALS

Survey Section – Underground Utility Locating and Hydro Vacuum Excavation Services

Project Description

Provide the Denver Water Survey Section (Survey) with on-call underground utility (facility) locating and non-destructive excavation (pothole) services to support construction projects within Denver Water properties and public right-of-way for a duration of 3 years.

Background and History

Survey is tasked with locating and mapping underground facilities as required by Colorado One Call Title 9 Legislation on Denver Water properties and throughout the Denver Water service district. This effort is to support the design and construction phases of Denver Water capital improvement projects. Survey is responsible for ensuring the underground facilities within the right-of-way or Denver Water properties are depicted on design plans to meet the American Society of Civil Engineers (ASCE) 38 standard as outlined in Colorado Title 9 legislation.

Project Requirements

The following specific project needs have been identified:

- Underground facility locating – physically mark centerline of each facility on ground surface using Utility Notification Center of Colorado (UNCC) color coding. Locate marks must meet ASCE-38 Quality Level B.
- Facility potholes – using non-destructive excavation such as hydro-vacuum excavation to expose a specific underground facility to meet ASCE 38 Quality Level A standard.
- Research existing facility records.
- Locator sketch and pothole facility log that shows facility type, size, material, and ownership.

Consultant Scope of Services

The Consultant shall perform the following tasks when underground facility locates are requested:

- Obtain site specific permitting when required by jurisdiction.
- Provide traffic control plans and traffic/barricades as required.
- Research facility records for each owner and provide a copy of all mapping.
- Locate centerline of underground facility and mark on the surface using UNCC color coding and ensure marks meet ASCE Quality Level B standards.
- Provide locator sketch of facilities and site features including facility type, size, material, and ownership.
- If requested by Survey for a specific project, a certificated SUE report.

The Consultant shall perform the following tasks when potholes are requested:

- Obtain site specific permitting as a part of hydro-vacuum excavation process.
- Provide traffic control plans and traffic/barricades as required.
- Excavate, expose, and identify facility to meet ASCE 38 Quality Level A standards.
- Provide facility pothole log with facility identified, along with depth, size, material, and pavement thickness, and facility owner.
- Responsible for the proper backfill and surface repairs as may be required by various city and/or county agencies prior to leaving site.
- Responsible for the proper clean-up and restoration of all work sites at the end of each workday.
- Responsible for the proper and legal disposition of all spoils resulting from each day of work.

Consultant General Qualifications

Licensed for this specific work and bonded in Denver Metro area. Ability to respond within 24 hours to facility locate or pothole request. Provide two company points of contact for request of services. A Subsurface Utility Engineer on staff or subcontractor that can attest to meeting ASCE 38 standards.

Project Schedule

All work required under this agreement shall be completed on or before May 1, 2026. Denver Water intends to award multiple contracts from this Request for Proposal. Based on the average spend of the past 3 years, it is anticipated the compensation under each agreement to be approximately \$50,000 to \$250,000 and shall be determined using an approved rate sheet included in the contract.

Proposal Requirements

The proposal shall outline the Consultants Scope of Services, which must include the criteria set forth within this Request for Proposal. At a minimum, the proposal shall include the following:

- Cover letter describing the company's services and tangible examples of why the company is qualified to perform the work. Describe how many locators and vehicles you have in the Denver Metro area along with how many pothole crews and trucks you have in the Denver Metro area.
- List of equipment to be used on requests through this contract – describe what kind of facility locators and hydro-vacuum trucks that will be used.
- Provide highlights of project personnel - include training and experience.
- Provide emergency contact numbers and verify that company will respond to facility locate or pothole request within 24 hours if deemed necessary by Denver Water.
- Provide Denver Water with the maximum depth that they can confidently locate and identify the size, material, and facility using current potholing methods.
- Verify that underground facility locates will include:
 - Obtain site specific permitting when required by jurisdiction.
 - Provide traffic control plans and traffic/barricades as required.
 - Research facility records and provide a digital copy of all mapping pertaining to project.
 - Locate centerline of underground facility and mark on the surface using UNCC color coding.
 - Provide a digital copy of locator sketch of facilities marked in field and site features within 48 hours of completing field work.
- Verify that pothole services will include:
 - Obtain site specific access permitting as may be required from various jurisdictions.
 - Provide traffic control plans.
 - Provide traffic control/barricades.
 - Excavate, expose, and identify facilities.
 - Provide digital facility pothole log with facility identified, along with depth, size, material, facility ownership, and pavement thickness within 48 hours of completing field work.
 - Responsible for the proper backfill and surface repairs as may be required by various city and/or county agencies prior to leaving the job site.
 - Responsible for the proper clean-up and restoration of all work sites at the end of each workday.
 - Responsible for the proper and legal disposition of all spoils resulting from each day of work.
- 2023 rate sheet for facility locator and pothole services:
 - Facility locator rate
 - Per pothole fee
 - Daily rate for pothole truck
 - Core drilling fee per pothole
 - Spoils disposal fee (per dump)
 - Restoration fee per pothole
 - Traffic control plan preparation cost

- Traffic control/barricades daily rate
- Uniformed Traffic Control Plan (UTCP) daily rate
- Permit fees
- SUE certification per request
- Any additional rates that are needed to accomplish the scope stated above.
- Opportunities/plans to utilize Minority and Women-Owned Business Enterprise (MWBE) firms.

The Board has recognized the desirability, need, and importance of encouraging the development of MWBE firms. The Consultant is urged to make an effort to involve these entities in the Work if and when the opportunity arises.

Selection Criteria

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

Criteria	Standard	Weighting Factor
Rates	How do cost compare to other proposals?	4
Consultant Qualifications	Does the Consultant have the appropriate support, capabilities, and equipment to meet the demands of the project? Has the Consultant done previous projects of this type of scope? Do the assigned personnel have the skills and experience to complete the work?	5
MWBE Participation	Does Consultant demonstrate options to utilize MWBE firms?	1

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.

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, interview attendance and so forth shall be borne entirely by the proposing Consultant. Proposal information becomes the property of Denver Water.

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.

Consultant's proposal shall be submitted in pdf format via email by 4:00 p.m., local time, March 24, 2023 to:

Denver Water

Attention: John Hunter, Manager of Survey

John.Hunter@denverwater.org

In addition, included is the Denver Water standard form of agreement that the Consultant is expected to enter into. Please feel free to contact John Hunter at (303) 634-3519 if you have questions.

Attachments:

Draft 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

OR

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 receive 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.

See Exhibit A, attached and incorporated herein

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

c. The Consultant will be paid for the following out-of-pocket costs, as long as they are approved in advance by the Board:

Insert those reimbursable costs that will be paid in addition to the hourly rate. Approved costs should not include more than the following: travel expenses; long distance telephone calls; postage; faxes; express delivery services; printing and reproduction; photocopying; materials specified in the Agreement; and subcontracted work.

The Consultant shall bill for the out-of-pocket costs listed above at actual costs without markup. For any out-of-pocket costs that exceed \$200.00, this amount may need to be adjusted based on the size of the contract the Consultant shall provide a copy of the underlying invoice, travel voucher or other document supporting the out-of-pocket cost.

- d. The total compensation under this Agreement, including out-of-pocket costs, shall not exceed \$0.00.
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.
 - e. Cyber and/or Technology Errors and Omissions Insurance:
Cyber and/ or Technology Insurance as set forth in Appendix 1.
 - f. 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.
 - g. The Consultant shall provide copies of insurance policies upon request of the Board and in redacted form if necessary to protect confidential information.
 - h. The Board reserves discretion to accept alternative types of insurance.
13. Computer and Telecommunications Security. The Consultant acknowledges that it may require access to and use of the Board's data, computer or telecommunication resources to fulfill the terms of this Agreement. The Consultant agrees that the Consultant and its employees or agents who use such resources will comply with the provisions of Appendix 1, "Information Security Requirements Addendum," attached and incorporated.
14. 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.

15. 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.
16. Personnel Screening.

OPERATING A DENVER WATER VEHICLE

At least five (5) working days before assigning an employee or agent to operate a Board vehicle under this Agreement, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that the employee or agent has a valid Colorado driver's license and a satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board determines during the term of the Agreement that the assigned employee or agent no longer has a valid Colorado driver's license or satisfactory driving record.

WORK INVOLVING SECURITY CONCERNS

At least five (5) working days before assigning an employee or agent to perform duties under this Agreement that require the employee or agent to work under circumstances presenting security concerns or to have access to the Board's sensitive information, proprietary computer programs, software or servers, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Consultant's determination should be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of arrest and conviction history in employment decisions, which requires a weighing of (1) the nature and gravity of the offense or conduct, (2) the time that has passed since the offense, conduct or the employee's completion of any sentence given as a result of the offense, and (3) the nature of the job held or sought. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if

the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. For employees or agents who will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, the Consultant also will conduct a credit history check on the employee or agent and certify on the Board-provided Certification of Personnel Screening form that the Consultant has determined that the employee or agent does not pose a risk to the Board. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

SAFETY-SENSITIVE DUTIES

At least five (5) working days before assigning an employee or agent to perform safety-sensitive Work under this Agreement, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does not pose a risk to persons or property. Consultant's determination should be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of arrest and conviction history in employment decisions, which requires a weighing of (1) the nature and gravity of the offense or conduct, (2) the time that has passed since the offense, conduct or the employee's completion of any sentence given as a result of the offense, and (3) the nature of the job held or sought. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. The Consultant also must certify on the Board-provided Certification of Personnel Screening form that no more than one (1) month before the assignment of an employee or agent to perform safety-sensitive Work under this Agreement, the employee or agent passed a drug and alcohol screening performed by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

17. Protection of Personal Identifying Information: In the event that the Board discloses personal identifying information, as defined in C.R.S. § 24-73-101(4)(b), to Consultant and the Board does not retain primary responsibility over security procedures, Consultant shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. Consultant shall indemnify Board for any and all final costs directly related to Consultant's failure to maintain such reasonable security procedures.
18. Notification of Security Breach: If Consultant maintains, stores, or processes computerized data that includes personal information as defined in C.R.S. § 24-73-103(1)(g)(l)(A), on behalf of the Board and becomes aware that a security breach may have occurred, Consultant shall give notice to and cooperate with the Board in the event of a security breach, including notifying the Board of any security breach in the most expedient time and without unreasonable delay following discovery of a security breach if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Board information relevant to the security breach; except that such cooperation does not require the disclosure of confidential business information or trade secrets. Security breach shall mean the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of personal information maintained by Consultant. Consultant shall indemnify Board for any and all final costs directly related to Consultant's failure to maintain such reasonable security procedures.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. Termination or Suspension. The Board reserves the exclusive right to terminate or suspend all or any portion of the Work by giving fourteen (14) days’ written notice to the Consultant. If any portion of the 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.
25. 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.
26. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to correct, or commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other

remedy at law or equity. In the event 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.

27. Force Majeure. The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement solely caused by the following events: natural disaster, flood, fire, war, or public enemy. Events not listed in the preceding sentence, including, but not limited to, epidemics such as the current COVID-19 pandemic, economic conditions, and labor strikes, shall not be considered force majeure events. As a condition precedent to invoking this force majeure clause, the invoking party must provide timely written notice detailing the reasons why the force majeure event has made performance under the original contract terms impossible, and the invoking party must immediately take all reasonable measures to mitigate or avoid damages to the other party.
28. Assignment and 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.
29. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement will remain enforceable to the fullest extent permitted by law.
30. 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.
31. 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:

Name of Consultant
Mailing Address of Consultant
E-mail Address of Consultant

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.

32. Charter of the City and County of Denver. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. The Charter provisions are incorporated by this reference and supersede any apparently conflicting provisions otherwise contained in this Agreement.
33. 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.
34. 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.
35. Effective Date. This Agreement shall become effective on the date it is fully signed by the Board.

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

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

SAMPLE

ATTESTED:

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

By: _____
Secretary

By: _____
President

DATE: _____

APPROVED:

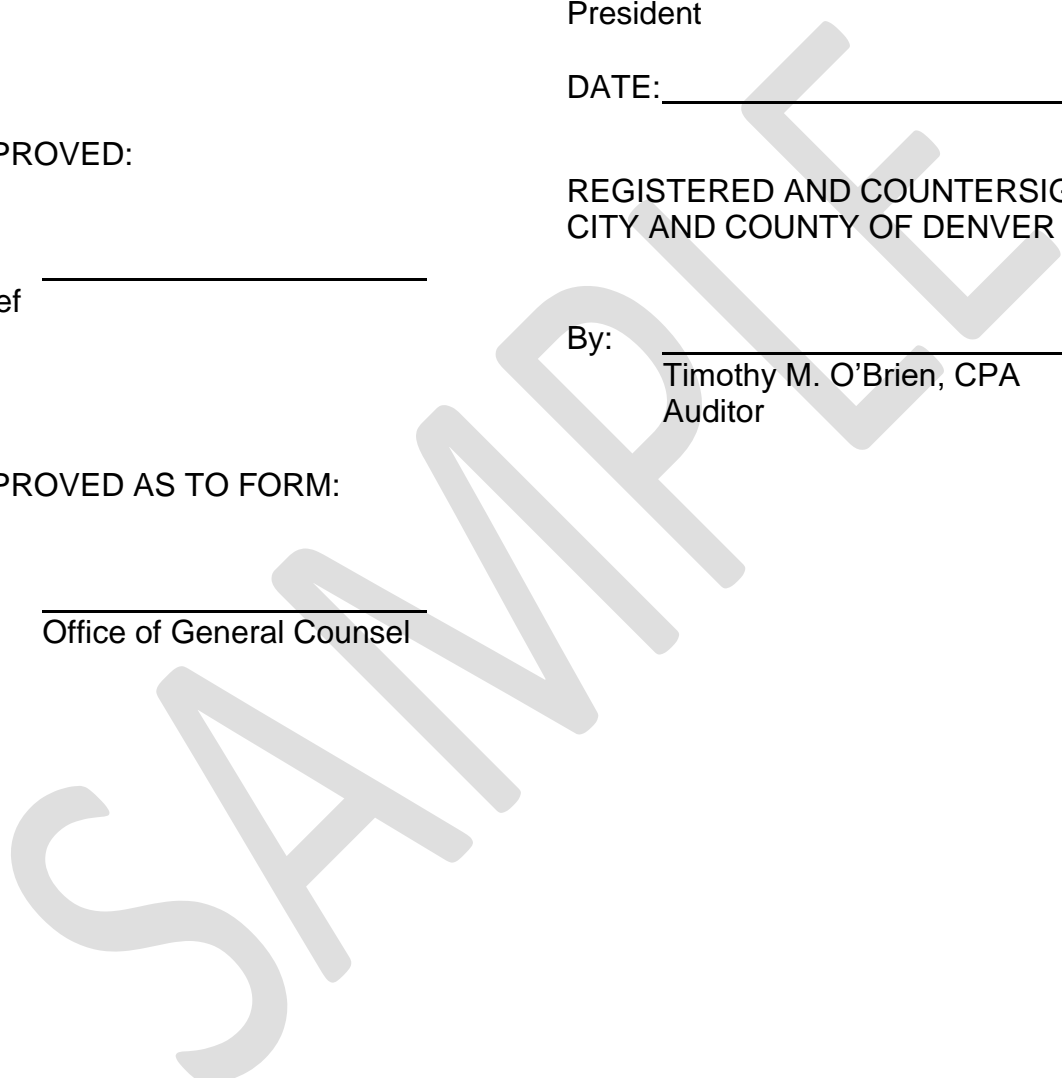
**REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER**

By: _____
Chief

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.

Optional provision for Denver Water Engineering: This Project will be developed, coordinated, and stored in Denver Water's ProjectWise datasource. Project related deliverables will be distributed collaboratively through ProjectWise, and all working and final copies of documentation will be versioned and archived within ProjectWise. The Consultant must establish a valid user-based license agreement with Bentley Systems prior to receiving access into Denver Water's ProjectWise datasource. The Consultant should visit <https://virtuosity.bentley.com/product/projectwise-explorer-virtuoso-subscription/> to obtain the ProjectWise Explorer license(s). A brief overview, security access, and training will be provided on how to use and navigate Denver Water's ProjectWise datasource during the Project kick-off meeting.

If contract is for design work, insert the following: The Consultant shall use the Board's furnished standard electronic 22" x 34" drawing border and shall adhere to the Board's drafting standards.

ONLY APPLICABLE IF CONSULTANT WILL ACCESS DW SYSTEMS OR DATA

APPENDIX 1 - INFORMATION SECURITY REQUIREMENTS ADDENDUM

This information security requirements addendum (“ISR”) is entered between the Board and its Contractor or Consultant (“Consultant”) and is incorporated into the Agreement to which it is attached (the “Agreement”) as if set forth in full therein. Any capitalized terms not defined herein will have the meaning ascribed in the Agreement.

Consultant will comply, and will ensure that its personnel and subcontractors comply, with the information security and privacy requirements set forth herein (collectively, the “Requirements”) at all times during the term of the Agreement, and thereafter until such time as all parties performing services are no longer in possession of or have access to Board Data (as defined below) or Board systems, consistent with Para. 2.5 below.

1. STANDARD OF CARE

Consultant acknowledges and agrees that, in the course of its engagement by Board, Consultant may receive or have access to Board information, drawings, schematics, or other documents, whether in electronic or other format, that may include private, personal, proprietary information, protected health information, payment card information, critical infrastructure information, business processes, security, technology infrastructure, employee and citizen identifiers, and/or any other regulated or sensitive data (collectively and individually, “Board Data”). Consultant will comply with the Requirements in the collection, receipt, transmission, storage, disposal, use, and disclosure of Board Data, and Consultant will be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use, and disclosure of Board Data under its control or in its possession. Consultant will keep and maintain all Board Data in confidence, according to the obligations set forth in the Agreement and this ISR.

2. SECURITY REQUIREMENTS

2.1 Use of Board Data. Consultant will use Board Data, even if anonymized, solely for the purpose of supporting Consultant’s performance of services and work under the Agreement unless otherwise specifically stated in writing. Upon discovery or notice of any unauthorized use or processing of Board Data, Consultant will comply with 4.1 below and promptly notify the Board in writing, in the manner specified for Notices in the Agreement, and take all reasonable immediate steps to stop such unauthorized use or processing, and coordinate with the Board regarding Consultant’s remediation of such unauthorized use or processing.

2.2 Security Measures and Information Security Programs. Consultant will use security measures at least as stringent and protective as is standard in Consultant’s industry for its computer systems and information storage facilities in the United States to safeguard Board Data. Consultant represents that it has implemented and will adhere to a comprehensive written information security program for maintaining security controls to protect Board Data in its possession or control against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities. Consultant’s information security program will include rules on the collection, maintenance (including access rights), transmittal, and disposal of any third party data, including Board Data, and will include training, oversight, tests for vulnerabilities, system checks, and measures to prevent and detect unauthorized access. Consultant will conduct security awareness training described in **Appendix A** and retain verification of attendance. Consultant will, upon request, provide Board copies of its information security program, security documents, policies, procedures, and compliance information, redacted as may be reasonably necessary to protect the confidentiality of Consultant’s program. Consultant will notify Board in writing of any material changes to the

security measures, information security program, infrastructure, vendors, solutions, or processes used to provide security or services to Consultant or to Board, or any Board designee, and will provide upon reasonable request Board access to verify no such changes have occurred.

2.3 Infrastructure Security. Consultant will install and maintain anti-virus software, apply all system patches and updates provided from primary vendors for operating systems, middleware, and hardware and, to the extent possible, use real time protection features. Consultant will not introduce any viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down Board's system or any component of Board's system, including, without limitation, its security or data. In the event a virus or similar issue is found to have been introduced into Board's system by Consultant, Consultant will, at its sole expense: (a) use commercially reasonable efforts to correct, reduce or eliminate the effects of the virus or similar issues affecting the Board's system; and (b) if the virus or similar issue causes a loss of operational efficiency or loss of data, mitigate, restore and reimburse the Board for all such losses; and (c) cooperate with the Board or other impacted party in all ongoing, reasonable, and lawful efforts to mitigate or rectify such Security Incident or Data Breach including complying with applicable breach notification laws. (Consultant liability hereunder is limited as provided in 10.2 below.)

2.4 Encryption and Secure Transmission of Data. Consultant represents that all electronic Board Data in storage with any Consultant Party will reside behind an appropriate and secure firewall and will retain any data storage encryption in place at the time of service commencement within the respective environment. In no case will Board Data be transmitted without being encrypted.

2.5 Destruction and Return of Board Data. Within 30 days of the completion of the Services and delivery of work under the Agreement (or within 30 days of the expiration of the period that professional, regulatory, or other requirements may require Consultant to retain the information) and at Board's discretion, Consultant will return to Board, if in physical format, or securely destroy, if in electronic format, all Board Data in such Consultant's possession, custody, or control in such a manner as to eliminate the possibility that Board Data is capable of being accessed, read, or reconstructed. In addition, Consultant will provide to Board a written certification by an officer of Consultant confirming that such return or destruction occurred. If a Consultant cannot destroy all Board Data as required herein due to recordkeeping law or the pendency of litigation requiring it to retain Board Data in its existing format, Consultant agrees that it: (a) will promptly notify Board of that; (b) will continue to protect Board Data as agreed to in this ISR; (c) will not use or disclose Board Data except as required by that situation; (d) will ensure the confidentiality of Board Data while it is retained; and (e) will comply with its destruction obligations once the need for retention has expired.

3. PHYSICAL AND ENVIRONMENTAL SECURITY

Consultant will implement appropriate security measures at any Consultant facilities where Board Data is processed or stored. Such security measures must include, at a minimum: (a) documented disaster recovery plan for accessing the facility and Board Data, and restoring Board Data if needed, in the case of an emergency or crisis; (b) reasonable environmental safeguards designed to protect systems storing Board Data from smoke, heat, water, fire, humidity, power surge, or other such potential damage; (c) appropriate controls designed to ensure that only authorized Personnel are allowed physical access to the facility; and (d) regular backup of Board Data. Consultant will promptly supply copies of Board Data in a format requested by Board, upon Board's request. Consultant will use all reasonable measures to

prevent theft or damage to Consultant systems or storage media containing Board Data, including, without limitation, protecting systems or devices that contain un-encrypted data with physical barriers such as locked cabinet, floor to ceiling room, or secured cage. Consultant will not connect any device or technology to any Board system, network, or infrastructure that has not been provided by Board or approved by Board in writing prior to such connection.

4. SECURITY INCIDENT AND DATA BREACH PROCEDURES

4.1 Security Incident or Data Breach. If any employee of Consultant suspects, discovers, or is notified of: (a) any actual or suspected unauthorized or accidental, access, use, loss, or disclosure of any Board Data which could reasonably be expected to compromise the integrity and confidential nature of such data; or (b) any actual or suspected breach of any Consultant's security or information systems or the systems of Board under management by any Consultant that could reasonably be expected to either (i) expose any Board Data to such unauthorized or accidental access or use, or (ii) cause harm, damage, or negatively affect the function or performance of Board systems, network, or infrastructure ("Security Incident") or unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Board Data maintained by an individual or a commercial entity ("Data Breach"), Consultant will immediately notify Board's Information Security Officer (security@denverwater.org) of such Security Incident or Data Breach by email not later than 24 hours after Consultant suspects, discovers, or is notified of, such Security Incident or Data Breach, and copy the Board representative specified in the Agreement for Notices. Consultant will provide regular status reports to keep the Board apprised of the matter and will respond timely to additional requests for information from Board.

4.2 Notice Contents. Such notification will include, as known at the time of notification: (a) the specific details of the Security Incident or Data Breach; (b) a thorough description of Board Data that may have been accessed or affected; and (c) the effect of the Security Incident or Data Breach on Board Data. In addition, Consultant will provide Board with the corrective action taken or to be taken by Consultant as well as the identity of any affected individual, as soon as such information can be determined or collected. Consultant will provide timely updates on the foregoing details and any other information Board may reasonably request relating to the Security Incident or Data Breach. Consultant will not release or publish any filing, communication, notice, press release, or report concerning the Security Incident or Data Breach without Board's prior written approval (except where it is required to do so by law and then only following written notice to Board).

5. CONSULTANT ACCESS TO BOARD SYSTEMS

Consultant will access only those Board systems, applications, or data that it is expressly authorized by Board to access, even if the technical controls in the system or application do not prevent access to those data or functions outside of Board's authorization. Where Board consents to Consultant engaging a third party to carry out any part of the Services or create any deliverables, Consultant will impose in any Agreement with such third party provisions in favor of Board which are at least equivalent to those in this ISR and the Agreement. Consultant at all times remains solely responsible for all obligations under this ISR and the Agreement, even in the event such obligations have been delegated by Consultant. Consultant will not permit Board Data to be transferred to any third party that does not comply with all requirements under this ISR and the Agreement unless the transfer is authorized in writing by Board.

6. AUDIT

Board, and its designee, will have the right to inspection of Consultant's facilities, equipment, information security policies, procedures, and records as reasonably necessary to verify compliance with this ISR. Consultant will, and will compel the Consultant's employees to,

respond to any inquiries from Board or its designee related to compliance with this ISR, the Agreement, including, without limitation, the information security programs, privacy, and data security related to Board Data in Consultant's possession or systems to which Consultant has access. Board, or Board's designee, may conduct periodic security audits as to the procedures and safeguards used by Consultant to protect Board Data. Consultant will promptly cooperate with all reasonable audit requests by Board, or its designee. Upon Board's, or its designee's, request, Consultant will supply evidence of Consultant's compliance with the terms of this ISR, including supporting certifications, if applicable.

7. TERMS AND CONDITIONS; CLICK THROUGH AGREEMENTS

Consultant agrees that the terms of this ISR will override any unsigned or click-through Agreement as it relates to this ISR, the Agreement, Board Data, Board systems, Board infrastructure, the Services, and any deliverable Work under the Agreement.

8. SUBPOENAS AND LEGAL PROCEEDINGS

Subject to applicable law, Consultant shall notify Board immediately in writing of any subpoena or other judicial or administrative order by a court, tribunal, litigant, or government authority seeking access to or disclosure of Board Data covered by this ISR. Prior to the release of any such Board Data and subject to applicable law, Board shall have the right, at its cost, to challenge and defend subpoena enforcement proceedings or motions to compel. Consultant shall provide reasonable cooperation to Board in connection with these efforts.

9. INDEMNIFICATION

In addition to other remedies set forth in this ISR, Consultant will, at its sole expense, indemnify, defend and hold harmless the Board, its affiliates, and their respective directors, officers, employees, and agents, from and against any and all damages, losses, liabilities, claims, suits, proceedings, disputes, judgments, settlements, costs, fines, and expenses of any nature whatsoever (including, but not limited to, reasonable fees and disbursements for attorneys and other professional advisors, expert witnesses, and court costs) to the extent they are caused by a breach of Consultant's obligations, representations, warranties, covenants, or agreements in this ISR, including any breach notification costs and credit monitoring. (Consultant liability under this Para. 9 is limited as provided in 10.2 below.)

10. INSURANCE

In addition to the insurance coverage required by the Agreement, Consultant shall maintain the following policies or endorsements.

10.1 Cyber Insurance in the amount of \$1M per claim and in the aggregate, which shall include coverage for cyber liabilities including network security and privacy liability and related fines and penalties imposed, with coverage maintained for a period of two years following the termination of this contract.

10.2 Consultant's liability to the Board under the indemnification requirements and other obligations in this Addendum shall be capped at the limitations of these policies.

Appendix A TO ISR - Confidentiality and Security Training

Any Consultant who is on site at Board premises designated as security sensitive or who requires access to the Board network will take part in training by the Consultant regarding the following principles before accessing the designated sensitive location, system, or Board Data.

The following are minimum subjects/topics on security training that must be taught but are not intended to be a complete list, and the Consultant should also include subjects/topics that are pertinent to their work.

The trainee should understand the following subjects and restrictions:

GENERAL PERSONNEL REQUIREMENTS

- Understand that personal privacy should not be expected when using Board's information systems. Board may log, access, review, and otherwise utilize information stored on or passing through all systems, including email, in order to manage systems and enforce security.
- Understand that any violation of these principles may result in disciplinary action, up to and including loss of privileges, and termination of authorization to work within the Board facility or with Board Data.

PROTECTING CONFIDENTIAL DATA

- Will not disclose or discuss any Board Data with others who do not have a need to know.
- Will not publish or disclose any Board Data to others using personal email, or to any websites, or through blogs or mobile apps, such as, without limitation, Facebook, Twitter, Instagram, or other social media unless explicitly authorized to do so in support of Board business and within the permitted uses of Board Data as governed by applicable laws and regulations.
- Will not make any unauthorized transmissions, inquiries, modifications, or purges of Board Data.
- Will not transmit Board Data outside Board's internal network unless specifically authorized to do so as part of job responsibilities. If authorized to transmit Board Data outside of Board using email or other electronic communication methods, will ensure that Board Data is encrypted.
- If Board Data is stored on removable media or portable devices, the data will be encrypted while it is on the media.

ABIDING BY APPROPRIATE SECURITY CONTROLS

- Understand to access or use only Board systems and devices that are specifically authorized and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
- Will not bypass or attempt to bypass Board security controls.
- Understand that the Consultant's personnel will be assigned a unique identifier to track their access and use of Board Data and that the identifier is associated with personal data provided as part of the initial or periodic credentialing and employment verification processes ("User-ID").
- Will not use any User-ID, password, token, or badge other than what is specifically authorized by the Board.
- Will not allow another person to use any assigned User-IDs, passwords, PINs, badges, or access codes.

- Will not use tools or techniques to break or exploit security measures; or connect unauthorized systems or devices to the Board network.
- Will not allow unauthorized access by practicing good workstation security hygiene, such as locking computer when away from work area, using screen savers with activated passwords, positioning screens away from public view, and such other security measures, as applicable.
- Understand the obligation to immediately notify or cause a representative to notify the Board contact or the Board Information Security Officer as set forth in the ISR if any of the follow occur:
 - password has been seen, disclosed, or otherwise compromised;
 - media with Board Data stored on it has been lost or stolen;
 - suspicion of a virus infection on any system;
 - awareness of any activity that violates this Agreement, or any privacy or security policies; or
 - awareness of any other incident that could possibly have any adverse impact on Board Data or Board systems.

TERMINATION AND COMPLETION

- Understand that obligations under the ISR may continue beyond the term of employment or of a contract.
- Understand that documents and media containing Board Data must be returned or destroyed per the ISR.
- Understand that Consultant or its personnel have no ownership interest in any Board Data accessed or created by the Consultant during and in the scope of the relationship with Board.

ONLY IF APPLICABLE TO THE AGREEMENT

CERTIFICATION OF PERSONNEL SCREENING BY CONSULTANT/CONTRACTOR

To be completed by the Board's Contract Administrator:

Contract No: _____ Consultant/Contractor: _____

The work under the Agreement involves:

(Check one or more and describe the duties in the spaces provided, and check the corresponding numbered box in the Consultant/Contractor section below.)

- 1. Operating a Board vehicle *(driving record and license check required)*
- 2. Performing work involving security concerns. Describe duties: _____

(criminal background check required)

- 3. Accessing Board's financial records or accounting processes *(credit check required)*
- 4. Performing safety-sensitive work. Describe duties: _____

(criminal background check and drug and alcohol screening required)

To be completed by the representative of Consultant/Contractor:

Name of Employee/Agent: _____ Start Date of Work for Board: _____

I, _____, as a representative of the Consultant/Contractor, certify that the above-named employee or agent of the Consultant/Contractor is assigned to complete the work described above and (check the applicable options below):

- 1. Has a valid Colorado driver's license and a satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. *(Applies if work involves operating a Board vehicle.)*
- 2. Has been the subject of a background check no more than one (1) year prior to the assignment, and I have determined that he/she does not pose a risk to persons or property. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the employee or agent has lived outside the State of Colorado or the United States during the last five (5) years, a criminal history check from each state or country of residence. *(Applies if work involves security concerns or safety-sensitive duties.)*
- 3. Has been the subject of a credit history check, and I have determined that he/she does not pose a risk to the Board. *(Applies if work involves accessing the Board's financial records or accounting processes.)*
- 4. No more than one (1) month prior to the assignment under this contract, he/she passed a drug and alcohol screening performed at a certified testing facility using a Rapid Screen test (negative results only will be accepted) or by a federally certified laboratory using a Federal (HHS, FMCSA or DOT) 5-Panel Drug Test. *(Applies if work involves safety-sensitive duties.)*

Under penalty of perjury, I swear the above statements are true and correct.

Signature: _____ Date: _____

Phone: _____ E-mail: _____

Approval by the Board's Contract Administrator:

Print Name: _____

Signature: _____

Date: _____

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

Contract No. _____	Check all that apply: <input type="checkbox"/> Criminal Background <input type="checkbox"/> Credit Background
Name of Contractor/Consultant: _____	

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

Last Name: _____ First Name: _____ Middle Name/Initial: _____
 Maiden or other name(s) used in any and all other records of birth or records of residence: _____

Date of Birth: _____ Social Security Number: _____ Gender: _____
 Current Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____

Previous Addresses (during the last five years):

Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____
 Address: _____ Apartment No: _____
 City: _____ County: _____ State: _____ Zip: _____

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

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

Signature

Date