

**PROFESSIONAL SERVICES
REQUEST FOR PROPOSALS****Blue River Project - FERC Part 12D Comprehensive Assessment****Section 1 - Project Description**

Denver Water owns and operates the Blue River Project (which includes Dillon Dam and appurtenant structures) – FERC No. P-4610. The Blue River Project is licensed by the Federal Energy Regulatory Commission (FERC) and is also regulated by the Colorado State Engineer's Office (SEO). FERC's Division of Dam Safety and Inspections is requiring that Denver Water perform a Comprehensive Assessment (CA) in accordance with the Code of Federal Regulations Title 18, Part 12, Subpart D (Part 12D) by February 19, 2026. Denver Water is inviting your firm to submit proposals to provide one or more of the following services related to the Blue River Project CA:

- Independent Consultants(s) (IC) and IC Team (IC Team).
- Facilitator Team for the Potential Failure Modes Analysis (PFMA) and Level 2 Risk Analysis (L2RA) (Facilitator Team).
- Hydrologic Hazard Assessment (HHA) and Life Loss Consequences Study (Technical Studies).

Denver Water plans to select one or two consultant teams to perform the work. You may provide a proposal for the IC Team, Facilitator Team, or both. If you wish to propose on the Technical Studies, this must be included as part of a proposal for the IC Team and/or Facilitator Team (we will not accept a proposal for only the Technical Studies). Additionally, if you propose on both the IC Team and Facilitator Team, you must include the Technical Studies. Regardless of the work you are proposing on, you may use subconsultant(s) to perform pieces of the work, including the Technical Studies. For proposals that include both the IC Team and Facilitator Team, Denver Water may select both teams or select either the IC Team or Facilitator Team. The task listings included in this Request for Proposals (RFP) are structured to accommodate this.

All work performed by the Consultant(s) under the contract(s) shall meet applicable FERC regulations and the latest versions of Chapters 15, 16, 17, and 18 of the FERC Engineering Guidelines (referred to in this RFP as the Chapter 15, Chapter 16, Chapter 17, and Chapter 18 Guidelines, respectively) that became effective April 11, 2022.

Section 2 - Background and History

The Blue River Project consists of three zoned earth embankment dams, a 53-foot-diameter morning glory-type spillway (no spillway gates); an outlet works structure that shares an outlet tunnel with the spillway, and a hydroelectric power plant. The three embankment dams are designated the Main Dam, the Middle Dam, and the East Dam. Construction of the dams and principal appurtenances was completed in 1962, and the reservoir began storing water on September 3, 1963. The hydroelectric power plant was completed in 1987. All three dams are classified as high hazard. Dillon Dam (the Main Dam) is located on the Blue River in Summit County, approximately 58 air miles west of Denver and in close proximity to the towns of Dillon, Silverthorne, and Frisco, CO. The primary purpose for the Blue River Project is as a water storage facility enabling Denver Water to meet the demands of its municipal and industrial clients. The power generated at the power plant is supplied to the power grid accessed by electrical utility providers.

Section 3 - Project Objectives

The following specific objectives for the project (work related to the Blue River Project CA) have been identified for the three respective services on which the Consultant may propose:

IC Team

- Develop information not currently included in the (Supporting Technical Information Document) STID: Section 9 of the STID.
- Perform CA inspection of the dam and appurtenant features consistent with the FERC Part 12D CA requirements.
- Provide support on or produce the following documents meeting all FERC requirements and outline that is anticipated to be included in the FERC Reminder Letter¹ for Denver Water submittal to the FERC.
 - Provide information needed to support Inspection Plan that will be prepared by Denver Water.
 - Prepare the CA Pre-Inspection Preparation Report (CA-PIPR).
 - Prepare the CA Report (CAR).
- Participate in a PFMA and L2RA Workshop and prepare presentations to familiarize Workshop participants with Blue River Project features.
- Review the draft and final PFMA and L2RA Report and supporting information provided by the Facilitator Team.
- Present CA findings and recommendations to the FERC at the CA review meeting.

Facilitator Team

- Facilitate and fully document the PFMA and L2RA Workshop.
- Prepare the PFMA and L2RA Report formatted as Section 1 of the STID.

Technical Studies

- Perform and document the following analyses in advance of and to support the CA, PFMA, and L2RA Workshop:
 - Perform HHA and prepare report to document findings.
 - Perform Life Loss Consequences Study using LifeSIM and prepare report to document findings.
 - Attend PFMA and SQRA Workshop.

Section 4 - Consultant Scope of Services

The Consultant Scope of Services for each of the services identified are included in Section 9, below. All documents will be reviewed by Denver Water prior to submittal to the FERC.

Section 5 - Consultant Qualifications

At a minimum, the Consultant(s) shall include personnel with the following qualifications:

IC Team

- 1) IC Team must meet the requirements listed in the Chapter 16, 17 and 18 Guidelines and any other applicable criteria required by the FERC.
- 2) The IC (or if there are co-ICs, at least one IC) must have been previously approved as an IC by the FERC for a large earthfill dam.
- 3) Members of the IC Team must collectively have the “experience and expertise with dam design, construction, and in the evaluation and assessment of the safety of existing dams, commensurate with the scale, complexity, and relevant technical disciplines of the project and type of review, inspection, and assessment being performed” (18 CFR 12.31(b)).
- 4) IC Team must include the disciplines to perform the Blue River Project CA. Denver Water has preliminarily identified the following disciplines:

¹ Denver Water has not yet received the FERC Reminder Letter. Further information is included in Section 10.

- Geologist (foundation and other)
- Geotechnical Engineer (embankment dams)
- Structural Engineer (appurtenant structures)
- Hydrology and Hydraulic Engineer²
- Seismic Expert
- Mechanical Engineer³
- Instrumentation Expert

Consultant shall identify the IC Team members that will cover each of the disciplines listed above and identify any other disciplines and associated IC Team members that may be required for the CA. Multiple disciplines may be able to be covered by one person. Resumes submitted in the Proposal for each IC Team member should include relevant experience for the respective discipline(s).

- 5) Members of the IC Team should be well versed and fully aware of all FERC regulations and guidelines associated with performing Part 12D CAs and developing CARs. Previous experience serving on an IC Team is preferred but not required.
- 6) IC(s) or IC Team Members shall not have a conflict of interest as described in the Chapter 16 Guidelines.
- 7) IC(s) and IC Team members are expected to participate in the L2RA as subject matter experts and Risk Estimators. Prior participation in risk analyses and attending a *Best Practices in Dam and Levee Safety Risk Analysis* training by the Reclamation or the USACE is strongly encouraged by all IC Team members.

Facilitator Team

- 1) PFMA and L2RA Facilitator(s) must meet the requirements listed in the Chapter 17 and 18 Guidelines and any other applicable criteria listed in the FERC Regulations. This includes the SQRA and Risk Facilitator Trainings required in Chapter 18. FERC will not allow experience to be a substitute for these trainings.
- 2) The proposed primary Facilitator must have facilitated a previous SQRA or other Risk Analysis. Previous acceptance by FERC as a facilitator for a FERC PFMA and L2RA is preferred but not required. Consultant may propose second facilitator if the Consultant deems that role necessary.
- 3) The primary note taker must have experience in this role on previous SQRA's or other Risk Analysis.

Technical Studies

- 1) HHA must be performed following FERC required processes and should incorporate the Colorado Regional Extreme Precipitation Study (REPS) rainfall precipitation-frequency data. Team should have experience using both the USACE HHA Hydrology Suite and the Colorado SEO REPS methodology .
- 2) The Life Loss Consequences study should be performed using the USACE program LifeSIM. Team should have experience using LifeSIM in populated areas with little warning time.

² We assume the hydraulic engineer will also be able to review past hydrologic studies and the HHA. Subject Matter Expert(s) for both Technical Studies will participate in the PFMA and L2RA Workshop.

³ Denver Water will provide one or more mechanical engineers to participate in the PFMA and L2RA and provide the mechanical-related Blue River Project information. The IC Team may be able to cover the mechanical portion of the CA without a separate mechanical engineer. Please indicate the IC Team member that will provide mechanical expertise for the CA if a mechanical engineer is not included in the Proposal.

Section 6 - Owner Responsibility

The Owner will provide to the Consultant(s) available relevant information for the dam to aid in the CA process including the FERC Reminder Letter (when available), the most recent copy of the STID⁴, the most recent Part 12 CSIR and PFMA. Additionally, the Owner will provide previous studies, designs, instrumentation reports, FERC inspection reports, FERC correspondence, and other documentation related to the dam electronically.

Denver Water is also responsible for the following:

- Prepare Inspection Plan with IC Team and Facilitator Team support.
- Performing and documenting slope stability analyses of Middle and East Dams (will provide based on currently available information, no additional fieldwork).
- Attending meetings, CA inspection, PFMA and L2RA Workshop, etc.
- Field support during the inspection.
- Coordinating and securing location to conduct PFMA and L2RA Workshop described under Section 9.
- Coordinating with the FERC to set up the required calls, CA inspection, PFMA and L2RA Workshop, CA review meeting, and otherwise as needed.
- Setting up Coordination meetings between Consultants (if more than one Consultant is selected).
- Preparing the Digital Project Archive (DPA).
- Reviewing reports and providing review comments within agreed upon schedules as long as the schedule is met by the Consultant.
- Submittal of final versions of all Consultant-produced Reports to the FERC.

Section 7 - Project Assumptions

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

- The Owner has assigned the project a highly restricted security designation. The Consultant(s) shall sign a Non-Disclosure Agreement (NDA) prior to receiving any of the relevant information identified above and prior to attending the Pre-Proposal Meeting.
- The Consultant(s) shall provide the engineering resources in all disciplines necessary to achieve the relevant scope of work for the work they are proposing on.

Section 8 - Project Schedule

The anticipated schedule including dates for the proposal / Consultant selection process and milestone dates or timeframes for the CA work is included below. Denver Water is looking to select the team(s) to perform this work well in advance of the CA due date to provide schedule flexibility to complete the work by the CA deadline. Proposals shall include a preliminary schedule with commentary on dates or timeframes based on the work you are proposing on and your team's availability to complete the work. The overall schedule including the CA Inspection and PFMA and L2RA Workshop dates will require coordination with Denver Water, IC Team, Facilitator Team, the FERC, and the SEO. Denver Water will work with the selected team(s) and regulators to establish a more detailed schedule following Consultant selection.

Proposal Schedule

- January 24, 2024 Request for Proposals issued to Consultants
- February 1, 2024 Mandatory Pre-Proposal Meeting (Virtual)
- February 21, 2024 Final Date Written Questions can be Submitted
- March 4, 2024 Proposals Due

⁴ Denver Water is currently updating the STID and we plan to submit to the FERC by February, 2024. This update will not include Chapter 9 or the DPA.

- April 24, 2024 Approximate Consultant Notice to Proceed (pending preliminary FERC approval of IC(s), IC Team and/or PFMA and L2RA facilitator)

CA Project Schedule

- 2024 or Early 2025 Technical Studies Draft Reports (would prefer to complete majority of this work in 2024 if possible)
- Mid 2024 Inspection Plan (Denver Water)
- End of 2024 Slope Stability analyses of Middle and East Dams (Denver Water)
- Early 2025 Finalize CA PIPR
- Early 2025 Finalize STID Section 9
- Early 2025 DPA (Denver Water)
- Between May and October 2025 CA Inspection, PFMA and L2RA Workshop (see discussion below)
- 2-4 weeks after PFMA and L2RA Workshops Technical Studies Final Reports⁵
- 4-8 weeks after PFMA and L2RA Workshop Draft PFMA and L2RA Report to Denver Water^{5,6}
- December 2025 Draft CAR to Denver Water
- February 10, 2026 Final CAR submitted to Denver Water
- February 19, 2026 Denver Water submit final CAR to FERC
- March or April 2026 CA Review Meeting

CA Inspection and PFMA and L2RA Workshop: The CA inspection and PFMA and L2RA Workshop will need to be conducted in 2025 to meet the schedule. Seasonal site access challenges typically limit the inspection timeframe to between May and October. Denver Water envisions the CA Inspection will be conducted on a Monday followed by four (4) in person days for the PFMA and L2RA workshop the same week. We anticipate that an additional five (5) virtual days to continue the PFMA and L2RA workshop the following week or within a couple of weeks will be required. Denver Water will consider other schedules; however, for the purposes of the proposal(s), the IC and Facilitator Teams should assume four (4) in person days and five (5) virtual days (total of nine days) for the PFMA and L2RA workshop,

The Pre-Proposal Meeting will be held on Microsoft Teams on February 1, 2024, at 2:00 p.m., local time. Consultants are required to sign a Non-Disclosure Agreement (NDA) prior to attending the meeting. Please sign the NDA in Exhibit A and submit one for each meeting participant via e-mail to erin.gleason@denverwater.org. The Microsoft Teams meeting link will be provided to the Consultant upon receipt of the signed NDA.

Section 9 - Scope of Services

The tasks and associated scope for the project are listed below.

⁵ Timeframe will be dependent on actual PFMA and L2RA Workshop dates and coordination with the selected teams

⁶ If IC Team Consultant is different from Facilitator Team Consultant, Facilitator Team Consultant will also submit Draft PFMA and L2RA Report to IC Team Consultant for review at the same time.

IC Team Proposal

Task 1 – Project Management and Administration

Project Management and Administration includes the following activities:

- 1.1 Project controls and reporting
- 1.2 Project meetings

Subtask 1.1: Project Controls and Reporting

Monthly invoices shall be prepared and submitted to Denver Water in an approved format. Invoices shall be broken down by task and include the following: contract number, total contract amount, detailed charges for the current invoice period, total charges to date, current amount remaining.

The Consultant shall be responsible for the management of the project team's overall project controls, actively coordinating with Denver Water's Project Manager to manage project costs, project schedule, and document control.

Monthly project status reports shall be prepared and submitted to Denver Water, along with the monthly invoices. The reports shall include a summary of services completed since the previous report, project schedule and budget status, project issues and potential change logs, milestones and/or deliverables scheduled in the coming month.

This task also includes periodic project review by the Consultant's management to ensure the project meets Denver Water's critical success factors, is on schedule, and is within budget.

Deliverables:

- *Monthly invoices*
- *Monthly progress and project status reports*

Subtask 1.2: Project Meetings

Meetings shall include the following:

- Kickoff meeting with Denver Water
- FERC Coordination Calls
- Project progress meetings with Denver Water Project Manager and key personnel will be held weekly to coordinate project personnel, identify action items, and keep the project on schedule, and discuss plans and logistics for CA Inspection, PFMA, and L2RA, report deliverables, etc. These may be reduced to every 2 weeks or monthly during periods of limited activity. Facilitator Team members may also join some of these meetings when coordination as a group is needed.

Deliverables:

- *Kickoff meeting notes with action items clearly identified.*
- *Notes with action items from progress meetings and other meetings as applicable.*

Task 2 – Review of Existing Information

Review of existing information includes the subtasks below. The Consultant should also be familiar with the Chapter 16 Guidelines.

Subtask 2.1: Review of Prior Reports, Review and Evaluation of Design Basis and Construction, and Review and Evaluation of Previous Analyses

The IC Team shall perform a review of all pertinent reports and documents pertaining to the project including but not limited to the current version of the STID, the last five years (or more as necessary) of Dam Safety Surveillance Monitoring Reports (DSSMRs), prior annual FERC Operational Inspection

reports, prior Part 12 CSIRs, current studies (not superseded), and other documentation necessary to adequately perform the CA as outlined in the Chapter 16 Guidelines.

As documented in the Chapter 16 Guidelines, the IC Team is required “to have, at the time of the inspection under [18 CFR Part 12, subpart D], a full understanding of the design, construction, performance, condition, downstream hazard, monitoring, operation, and potential failure modes of the project works” as well as “a full understanding of the risk... associated with the project works.”

The content of each section is outlined in the Chapter 16 Guidelines, and the IC Team shall address each required discipline in the review and the documentation.

Subtask 2.2: Review Supporting Technical Information Document and Potential Failure Modes Analysis

The IC Team shall conduct a comprehensive review of the current STID to ensure the document is succinct, well organized, clearly written, and the information is presented without contradiction. The organization and structure of the STID shall be in conformance within the Chapter 15 Guidelines. This review shall address the following requirements in the Chapter 16 Guidelines:

- Evaluate whether the information in the STID accurately represents the source material;
- Evaluate whether the STID fulfills the requirements of the Chapter 15 Guidelines; and
- Evaluate whether the STID is sufficiently comprehensive to be useful in the event of a dam safety emergency and during future project reviews.

The consultant shall review the existing PFMA last updated in 2021 and included in the STID as part of the above review in compliance with Chapter 16 Guidelines. If the Consultant identifies parts of the STID that should be revised, those recommendations should be included in the 2026 CAR.

Subtask 2.3: Review and Evaluation of Dam and Public Safety Programs

Consultant shall review Denver Water’s Dam Safety Program (ODSP), the Dam Safety Surveillance Monitoring Plan (DSSMP), Hazard Potential Classification, Emergency Action Plan (EAP), Public Safety Plan, and Operations and Maintenance Programs in accordance with the Chapter 16 Guidelines. The level of reviews for these documents varies and the Consultant shall assign hours appropriately. For reference, the ODSP was recently reviewed as part of an external audit performed in 2023 and will be updated in 2024 to address minor comments; the EAP is updated annually (last updated in December 2023), and the Public Safety Plan was updated and submitted to the FERC in April 2022. The DSSMP is included in the STID and will be made available during the proposal as discussed below. The Operation and Maintenance Program (O&M Program) is generally documented in past CSIR reports, the STID, and the 2011 O&M Manual generally remains unchanged. It is anticipated the IC Team will further evaluate the O&M Program as part of the inspection and PFMA discussions. If necessary, IC Team will make recommendations related to these documents in the CAR.

Subtask 2.4: Other Reviews to Comply with FERC Chapter 16, Section 16-6

It is anticipated that other review items required by the Chapter 16 Guidelines including: Observations and Evaluations of Performance (16-6.7), Evaluations of Spillway Adequacy (16-6.9) and Additional Information for the CAR (16-6.10) will be completed by the Consultant as part of Subtasks 2.1, 2.2, and 2.3. If the Consultant believes additional work is required to satisfy FERC requirements, include a description of the work to be completed with the proposal and add corresponding hours to the labor estimate in Section 10.

Deliverables: No specific deliverables are associated with these Subtasks. Refer to deliverables under Task 6.

Task 3 – Develop STID Section 9

The Chapter 15 Guidelines have renamed Section 9 of the STID outline from “Spillway Gates” to “Gates, Valves, and Other Reservoir Control Devices.” The current STID does not include the new section as now

defined, and the section needs to be re-written to adhere to the new requirements. Consultant shall write the new Section 9 to meet the Chapter 15 Guidelines, for Denver Water to include in the STID. This work should be performed prior to the PFMA and L2RA Workshop. Denver Water mechanical engineers will be available to answer questions during preparation of this document and will review the draft version and provide comments.

Deliverables:

- *Draft STID Section 9*
- *Final STID Section 9*

Task 4 – Comprehensive Assessment Inspection

The IC(s) and select members of the IC Team shall conduct a CA field inspection of the Blue River Project. The IC Team should expect that FERC personnel will be conducting the annual FERC Operational Inspection for the Blue River Project at the same time. Denver Water anticipates that the inspection will be coordinated with the PFMA and L2RA to optimize consultant travel. See additional discussion on timing for CA inspection and PFMA and L2RA workshop in Section 8 – Project Schedule.

The scope of the inspection shall be in accordance with FERC Regulations and the Chapter 16 Guidelines. The IC Team will give specific attention to the overall condition and functioning of the dam/foundation, spillway, and outlet works, hydropower plant, and to any changes that have taken place in the downstream development since the last safety inspection. Prior to the CA Inspection, Consultant shall identify all items that need to be inspected and potential lock-out tag-out requirements. Denver Water and the IC Team shall discuss access logistics associated with the inspection including whether a boat or fall protection is needed during the inspection. Additional information regarding inspection access and information to specific Blue River Project features is included below:

- The outlet works tunnel between the horizontal slide gate and the gate chamber is very difficult to access with significant safety measures and planning required and cannot be accessed every year due to water availability. This is typically inspected every 5-10 years and was inspected by Denver Water in 2023 (memorandum available).
- The outlet works tunnel between the gate chamber and the stilling basin is not accessible when the outlet or spillway are discharging (typically occurs between about April and August) but is accessible other times of the year. If the CA Inspection is performed when this is not accessible and inspection is desired, this could be arranged as a separate inspection for select members of the IC Team. This was last inspected by Denver Water in 2023 (memorandum available).
- The morning glory spillway shaft is only accessible by a crane with a basket for personnel. Arrangements could be made to access this in 2025 if necessary; however, advanced planning is required. This was last inspected by Denver Water in 2023 (report available).
- The stilling basin is typically dewatered and inspected every 5 years. The last inspection occurred in 2021 (report available). Repairs are currently planned to the stilling basin in the late summer or fall of 2024 that will require dewatering so could be inspected at that time if desired. Denver Water will also document the repairs and condition of the stilling basin and make that information available to the IC Team if preferred.
- The penstock and bypass piping are typically charged and difficult to access. These lines were last inspected by ROV in 2017 (memoranda available).

FERC requires preparation of a Comprehensive Assessment Pre-Inspection Preparation Report (CA-PIPR). Preparation of this document is included in Task 6.

Deliverables: *No specific deliverables are associated with this Task. Refer to deliverables under Task 6.*

Task 5 – Potential Failure Modes Analysis and Level 2 Risk Analysis

The IC Team will participate as subject matter experts in the PFMA and L2RA and provide expertise according to the discipline(s) they provide for the CA. Refer to Section 5 for anticipated areas of

expertise for the CA and Section 10 for proposal requirements. Denver Water will also provide expertise for mechanical engineering, instrumentation, hydrology and hydraulics, and operations (electrical and /or corrosion engineering expertise can also be provided by Denver Water if necessary to understand a PFM).

It is anticipated that the PFMA and L2RA will be a combined session that will begin immediately following the CA Inspection. See additional discussion on timing for CA inspection and PFMA and L2RA workshop in Section 8 – Project Schedule. The PFMA and L2RA will be led by the Facilitator Team. IC Team members shall be in attendance or available virtually depending on their role. Consultant shall assume that the PFMA and L2RA will take place based on the in-person and virtual days identified in Section 8. The Proposal should identify the level of participation in the PFMA and L2RA expected for each IC Team member and the hours in the proposal should reflect that assumption. It is expected that the IC(s) attend the entire PFMA and L2RA workshop. The PFMA and L2RA will be conducted in accordance with Chapters 17 and 18 of the FERC Guidelines.

The IC Team members will review and provide comments on the PFMA and L2RA Report which will be produced by the Facilitator Team. The IC Team will need to provide a summary of the PFMA and L2RA in Section 7 of the CAR as described in Appendix D of the Chapter 16 Guidelines (unless the IC Team and Facilitator Team are the same Consultant – for the purposes of the Proposal, assume the teams are separate).

Deliverables:

- *Comments on PFMA / L2RA report*

Task 6 – Comprehensive Assessment Reporting

This task includes preparing the CA-PIPR and 2026 CAR. The IC shall prepare both reports in accordance with the Inspection Report Outline contained in the Chapter 16 Guidelines (section headings listed below):

- Section 1: Findings and Recommendations
- Section 2: Description of Project Feature and Operations
- Section 3: Review and Evaluation of Design Basis and Construction
- Section 4: Review and Evaluation of Previous Analyses
- Section 5: Project Status
- Section 6: Field Inspection Observations and Interpretation of Monitoring Data
- Section 7: PFMA and Risk Analysis
- Section 8: Review and Evaluation of Dam and Public Safety Programs
- Appendices

Subtask 6.1: Comprehensive Assessment Pre-Inspection Preparation Report

This subtask includes the professional services for the IC Team to develop the CA-PIPR based on the outline above and in accordance with the Chapter 16 Guidelines. A draft CA-PIPR shall be provided to Denver Water prior to submission to the FERC. The draft report should undergo a thorough quality control review by the Consultant before submittal to Denver Water. Plan on a minimum of three-week review time for Denver Water. Denver Water will submit to the FERC after comments have been addressed. This must be submitted to the FERC a minimum of 30 days before the first IC Team activity as defined in the Chapter 16 Guidelines

Deliverables:

- *Draft CA-PIPR in both Microsoft Word (for text portions) and PDF formats.*
- *Final CA-PIPR in both Microsoft Word (for text portions) and PDF formats.*

Subtask 6.2: 2026 Comprehensive Assessment Report

This subtask includes the professional services for the IC Team to expand the CA-PIPR into the CAR following the CA inspection and PFMA and L2RA. The CAR shall be written in accordance with FERC Chapter 16 Guidelines. The final CAR report shall also be stamped in accordance with FERC requirements.

A draft CAR shall be provided to Denver Water prior to submission to the FERC. The draft report should undergo a thorough quality control review by the Consultant before submittal to Denver Water. If the IC Team is not providing Facilitator Team services (assumption for Proposal), the draft shall also be provided to Facilitator Team for review and comment of Section 1 and Section 7 when it is provided to Denver Water. Plan on a three-week review time. Denver Water will submit to the FERC after comments have been addressed.

Deliverables:

- *Draft 2026 CAR in Microsoft Word format for providing comments*
- *Final 2026 CAR in both Microsoft Word (for text portions) and PDF formats. The PDF version shall be bookmarked and searchable.*

Subtask 6.3: Comprehensive Assessment Report Review Meeting

This task includes the IC Team preparing for and attending a CAR Review Meeting to present their findings to the FERC. This meeting must be within 45 days after the CAR is submitted to the FERC and follow the requirements in the Chapter 16 Guidelines. Submit the draft presentation to Denver Water at least two weeks prior to the CAR Review Meeting, and Denver Water will submit the presentation to FERC the required seven-days prior to the CAR Review Meeting. Denver Water will coordinate the meeting date and time with the FERC and the Facilitator(s). Plan on the meeting to be virtual and last approximately two hours. Denver Water may desire to debrief with the IC(s) following the meeting.

Prior to the meeting, plan on a one-hour meeting with Denver Water to discuss and review the draft presentation. The IC(s) should attend, but the entire IC Team does not necessarily need to be in attendance as long as the IC(s) can generally review the planned presentation with Denver Water and receive any comments.

Deliverables:

- *Draft and Final Presentation Slides in PowerPoint or PDF format*

Task 7 – Continuing Services

The Consultant shall provide ongoing professional services for the project through 2028 at the discretion of Denver Water. The services to be provided by the Consultant during this period are only to be performed upon written authorization from Denver Water and expected to include supporting Denver Water in responding to FERC questions or comments and possibly working with Denver Water to address CAR Recommendations. Budget \$10,000 for this task in the proposal. If the expenditures associated with this task exceed \$10,000, the scope will be defined at that time and processed as an amendment to this contract under the contracted rates.

Facilitator Team Proposal

Task 1F – Project Management and Administration

Project Management and Administration includes the following activities:

- 1.1 Project controls and reporting
- 1.2 Project meetings

Subtask 1F.1: Project Controls and Reporting

Monthly invoices shall be prepared and submitted to Denver Water in an approved format. Invoices shall be broken down by task and include the following: contract number, total contract amount, detailed charges for the current invoice period, total charges to date, current amount remaining.

The Consultant shall be responsible for the management of the project team's overall project controls, actively coordinating with Denver Water's Project Manager to manage project costs, project schedule, and document control.

Monthly project status reports shall be prepared and submitted to Denver Water, along with the monthly invoices. The reports shall include a summary of services completed since the previous report, project schedule and budget status, project issues and potential change logs, milestones and/or deliverables scheduled in the coming month.

This task also includes periodic project review by the Consultant's management to ensure the project meets Denver Water's critical success factors, is on schedule, and is within budget.

Deliverables:

- *Monthly invoices*
- *Monthly progress and project status reports*

Subtask 1F.2: Project Meetings

Meetings shall include the following:

- Kickoff meeting with Denver Water
- FERC Coordination Call
- Project progress meetings with Denver Water Project Manager and key personnel will be held bi-weekly to coordinate project personnel, identify action items, and keep the project on schedule. These may be reduced to monthly or less frequent during periods of limited activity. Meetings may also be combined with IC Team members when coordination or discussion as a group is needed.

Deliverables:

- *Kickoff meeting notes with action items clearly identified.*
- *Notes with action items from progress meetings and other meetings as applicable.*

Task 2F – Review of Existing Information and Site Visit

Review of existing information to familiarize with the Blue River Project. This includes the following:

- Latest version of the STID and PFMA
- Seismic Hazard Analysis
- PIPR provided by the IC Team
- HHA (if not provided by the Facilitator Team)
- Life Loss Consequences Study (if not provided by the Facilitator Team)
- Other Information identified by Consultant

A site visit will be conducted with key members of the Facilitator Team. This is anticipated to be a separate general inspection of the facility but could occur as part of the CA inspection if preferred.

Task 3F –Potential Failure Modes Analysis and Level 2 Risk Analysis Workshop

The PFMA and L2RA Workshop will be run by the Facilitator Team. The Facilitator Team shall coordinate the schedule for the PFMA and L2RA with Denver Water personnel, who will coordinate with the IC Team, the FERC and the SEO. See additional discussion on timing for CA inspection and PFMA and L2RA workshop in Section 8 – Project Schedule. Consultant shall assume that the PFMA and L2RA will take place over the number of in-person and virtual days identified in Section 8 of this RFP. The PFMA and L2RA shall be conducted in accordance with Chapters 17 and 18 of the FERC Guidelines. The Proposal should include a brief description of the proposed method(s) of organizing/grouping brainstormed PFMs, transitioning to the PFMA screening process, and then transitioning to the risk estimation process.

Deliverables:

- *PFM Table with the comprehensive list of PFMs developed following the PFMA for discussion during the L2RA.*
- *Notes documenting discussion and decisions on each PFM for inclusion in the PFMA and L2RA Report.*

Task 4F –Potential Failure Modes Analysis and Level 2 Risk Analysis Report

A draft PFMA and L2RA Report formatted as Section 1 of the STID (referred to as Potential Failure Modes and Risk Report) shall be provided to Denver Water prior to submission to the FERC. In addition to the report requirements listed in the Chapter 18 Guidelines, the reports from the Technical Studies Tasks will be appended to the PFMA and L2RA Report. The draft report should undergo a thorough quality control review by the Consultant before submittal to Denver Water. If the Facilitator Team is not providing IC Team services, the draft shall also be provided to IC Team for review and comment when it is provided to Denver Water. Plan on a three week review time for Denver Water. Denver Water will submit to the FERC after comments have been addressed.

Deliverables:

- *Draft PFMA and L2RA Report for the Blue River Project (formatted as Section 1.0 of the STID) in Microsoft Word format for providing comments.*
- *Final PFMA and L2RA Report in both Microsoft Word and PDF formats.*

Task 5F –Review CAR

This task includes the following activities:

- 5.1 Review CAR
- 5.2 Attend CAR Review Meeting

Subtask 5F.1: Review CAR

This task includes the Facilitator(s) reviewing Section 1 and Section 7 of the draft CAR provided by the IC Team alignment with the PFMA and L2RA Report. Comments will be provided to Denver Water who will pass them on to the IC Team.

Subtask 5F.2 – Attend CAR Review Meeting

This task includes the Facilitator(s) attending the CAR Review Meeting. Plan on the meeting to be virtual and last approximately two hours. Denver Water may desire to debrief with Facilitator(s) following the meeting.

Technical Studies Tasks (option to include in other Proposals)

If proposing on only the IC Team or only the Facilitator Team, the inclusion of the tasks below in the proposal is optional. The inclusion of the tasks below is required if proposing on both the IC Team and Facilitator Team. The numbering of the Tasks will be adjusted in the Contract based on final Consultant selection. Include the modeling and analysis methodology proposed for both the HHA and the Life Loss Consequences Study.

Task A: Hydrologic Hazard Assessment

Consultant shall conduct an HHA which will include developing hydrologic hazard curves to estimate the hydrologic loading condition probabilities during the L2RA. This subtask shall consist of the following:

- Determine REPS-based storms
 - Estimate the applicable Probable Maximum Precipitation (PMP) depth-duration relationships for the site using the Colorado-New Mexico Regional Extreme Precipitation Study (REPS) PMP Tool.
 - Estimate the annual exceedance probability (AEP) of the PMP storm using the REPS Precipitation Frequency (PF) Tool for the controlling storm type. Estimate the precipitation depth-duration relationships for up to seven additional storm events with an AEP more frequent than the PMP.
 - Develop a hydrologic model in HEC-HMS. Basin response parameters should be developed in accordance with the FERC and SEO Guidelines.
 - Rain on snow event may need to be considered
 - Perform hydrologic watershed and reservoir flood routing analyses for each precipitation event using the hydrologic model to develop estimates of reservoir inflow and outflow hydrographs and maximum reservoir water surface elevations.
- Use the Risk Management Center (RMC) hydrologic hazard assessment tools RMC-RFA and RMC-BestFit to develop stage-frequency curve(s). Hydrologic model output and historic data should both be considered.
- Present preliminary results during review meeting with Denver Water and potentially IC and/or Facilitation Team(s). Hydrologic scenario(s) to be used for Life Loss Consequences should be agreed upon prior to finalizing Consequence Study.
- Document analysis methodology, parameters, and model results in a report. See Section 8 – Project Schedule for anticipated timeline. Provide the Draft Final Report to Denver Water and the IC or Facilitator Team. Assume a two week review period for Denver Water and the IC or Facilitator Team to review the draft report.
- Finalize the Report after the workshop and provide a final draft incorporating any changes resulting from the PFMA and L2RA Workshop. Assume a two-week Denver Water review period for the draft.
- Present HHA findings and participate as the hydrologic subject matter expert (SME) in the PMFA and L2RA Workshop. Assume for up to 2 virtual days in total.

Deliverables:

- *Draft Hydrologic Hazard Assessment Report in both Microsoft Word (for text portions) and PDF formats.*
- *Draft Final Hydrologic Hazard Assessment Report in both Microsoft Word (for text portions) and PDF formats.*
- *Final Draft of Hydrologic Hazard Assessment Report in both Microsoft Word (for text portions) and PDF formats.*
- *Final Hydrologic Hazard Assessment Report in both Microsoft Word (for text portions) and PDF formats that will be appended to the PFMA/L2RA report.*
- *Hydrologic Model*

Task B: Life Loss Consequences Study

Consultant shall conduct a Life Loss Consequences Study to estimate expected life loss for various dam breach and outflow scenarios. The scenarios will generally be breaches of each of the three dams at the project, considering various water surface elevations. Uncontrolled release through the outlet works or penstock may also need to be considered. The HHA study should be considered when determining breach water surface elevations, and the final scenarios will be determined through discussions between Denver Water and the IC Team and Facilitator Team. A total of eight (8) scenarios (at least one non-breach scenario) should be assumed for life loss estimation. The life loss study will generally include the following:

- Develop a 2-dimensional hydraulic model in HEC-RAS to produce inundation extents for various scenarios. Existing hydraulic models include: 1) a 1-dimensional, unsteady, HEC-RAS model developed in 2015 for dam breach inundation mapping and 2) a 2-dimensional HEC-RAS model to determine inundation extents between Dillon Dam and Green Mountain Dam for flowrates up to 3,880 cfs⁷ in 2016. These studies are available upon request. Denver Water can provide the 1-meter LiDAR data referenced in this study.
- Develop a Life-SIM model using the HEC-RAS model results as an input to the HEC-LifeSim model. Estimate life loss consequences for each scenario identified.
- Document key inputs, assumptions, and results in Life Loss Consequences Report. See Section 8 – Project Schedule for anticipated timeline. Provide the Draft Final Report to Denver Water and the IC or Facilitator Team. Assume a two week review period for Denver Water and the IC or Facilitator Team (if applicable) to review the draft report.
- Finalize the Report after the workshop and provide a final draft incorporating any changes resulting from the PFMA and L2RA Workshop. Assume a 2 week review period for Denver Water to review the final draft.
- Present Life Loss Consequences findings and participate as a consequences SME in the PMFA and L2RA Workshop. Assume up to 1 virtual day in total.

Deliverables:

- *Draft Life Loss Consequences Report in both Microsoft Word (for text portions) and PDF formats.*
- *Draft Final Life Loss Consequences Report in both Microsoft Word (for text portions) and PDF formats.*
- *Final Draft Life Loss Consequences Report in both Microsoft Word (for text portions) and PDF formats.*
- *Final Life Loss Consequences Report in both Microsoft Word (for text portions) and PDF formats that will be appended to the PFMA and L2RA Report.*
- *Hydraulic Model*
- *LifeSIM Model*

Section 10 - Proposal Requirements

The Owner may elect to follow the Proposals with a formal questionnaire and/or interview to assist with the Proposal evaluation. Final selection of Consultant(s) will be based upon the Selection Criteria detailed in Section 11.

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

⁷ Note that 3,880 cfs is significantly below the peak spillway outflow and is not expected to result in life loss.

- A cover letter.
- Project approach clearly identifying all assumptions.
- The Proposal shall include the requirements described below (as applicable depending on the services being proposed on):
 - IC and IC Team: Provide a team that can address all the necessary technical disciplines needed for the CA as identified in Section 5 of this RFP. Include a table describing the role for each team member for both the CA and PFMA/L2RA. Provide a brief biography for each project team member describing their experience relevant to the role and discipline they will be providing. Their experience with previous failure mode and risk assessments should also be included.
 - Facilitator Team: describe role for each team member. Provide a brief biography for each project team member describing their experience relevant to the role. For the facilitator, briefly describe experience and method(s) of organizing/grouping brainstormed PFMs, transitioning to the PFMA screening process, and then transitioning to the risk estimation process.
 - Technical Studies: Include the modeling and analysis methodology proposed for both the HHA and the Life Loss Consequences Study. Identify project personnel that will perform the work and their previous experience on similar projects using similar methodologies.
- Identify the availability of key staff to execute the project within the identified schedule. All key personnel proposed for the project must remain available for the entirety of the project, a change of project personnel will only be permitted if the person is not accepted by FERC or in extreme circumstances.
- Preliminary project schedule with commentary on dates or timeframes based on the work you are proposing on and your team's availability to complete the work.
- Written statement regarding the Consultant's eligibility to perform the work without a conflict of interest. Refer to specific requirements in Section 5.
- Firm qualifications. Briefly describe firm qualifications to support the IC Team and/or the Facilitator Team in executing this type of work.
- Resumes for IC Team and/or Facilitator Team shall include only projects similar in nature and describe experience related to their role on this project. Resume project descriptions need to demonstrate the experience the individual has with respect to the technical discipline(s) they are serving.
- References, including names, companies, and contact information, for similar work including Part 12D inspection work performed.
- Labor estimate by labor type/hours for the major project phases and task, provided under Scope of Services. Include the corresponding hourly rates for each major task in the work breakdown structure (WBS) for the work being proposed on. Provide manpower labor estimate, information on how indirect costs will be invoiced, and valid labor rate sheet for the primary work in 2024, 2025, and 2026. Proposals that include the IC Team - provide any escalation for potential work in years 2027 through 2028. Labor estimates must be based upon detailed WBS, with the following, as a minimum:

IC Team Proposal

- Task 1 – Project Management and Administration
 - Subtask 1.1 – Project Controls and Reporting
 - Subtask 1.2 – Project Meetings
- Task 2 – Review of Existing Information
 - Subtask 2.1 – Review of Prior Reports, Review and Evaluation of Design Basis and Construction, and Review and Evaluation of Previous Analyses
 - Subtask 2.2 – Review Supporting Technical Information Document, Digital Project Archive, and Potential Failure Modes Analysis
 - Subtask 2.3 – Review and Evaluation of Dam and Public Safety Programs.
 - Subtask 2.4 – Other Reviews to Comply with FERC Chapter 16, Section 16-6
- Task 3 – Develop STID Section 9
- Task 4 – 2023 Comprehensive Assessment Inspection
- Task 5 – Potential Failure Modes Analysis and Level 2 Risk Analysis
- Task 6 – 2023 Comprehensive Assessment Reporting
 - Subtask 6.1 – Comprehensive Assessment Pre-Inspection Preparation Report
 - Subtask 6.2 – 2026 Comprehensive Assessment Report
 - Subtask 6.3 – Comprehensive Assessment Review Meeting
- Task 7 – Continuing Services

Facilitator Team Proposal

- Task 1F – Project Management and Administration
 - Subtask 1F.1 – Project Controls and Reporting
 - Subtask 1F.2 – Project Meetings
- Task 2F – Review of Existing Information and Site Visit
- Task 3F – Potential Failure Modes Analysis and Level 2 Risk Analysis Workshop
- Task 4F – Potential Failure Modes Analysis and Level 2 Risk Analysis Report
- Task 5F – CAR Coordination
 - Subtask 5F.1 – Review CAR
 - Subtask 5F.2 – Attend CAR Review Meeting

Technical Studies

- Task A – Hydrologic Hazard Analysis
 - Task B – Life Loss Consequences Study
- If your firm proposes on more than one service, provide a proposed deduction for selecting your firm to account for efficiencies. Potential examples of efficiencies include, but are not limited to:
 - Reduction in overlapping staff (e.g. is a notetaker also providing technical review and support to IC Team, performing key roles on the HHA or Life Loss Consequences Study, or assisting in writing reports for both teams).
 - Reduced text requirements in the CA Report (If the Consultant writing the PFMA / L2RA Report is also providing the IC Team, they do not need to include a detailed summary as Section 7 of the CA Report).
 - Project management time, including progress reports and invoicing.
 - Ability to combine/streamline attendance for certain meetings.
 - Communication efficiencies between teams.
- If your firm is selected to do all the work, the final scope and cost will be jointly adjusted based on these efficiencies prior to finalizing the contract.
- Additional detail on proposal requirements for combinations of services:
 - if your firm proposes on all the work, your proposal would include separate WBS's for each: the IC Team, the Facilitation Team, and the Technical Studies. A separate sheet indicating the deductions if your team is chosen for all work should also be included.
 - If your firm only proposes for one of the Teams plus the Technical Studies, you would include one WBS for the IC Team or the Facilitation Team, one WBS for the Technical Studies, and a separate deduct sheet.

- If your firm only proposes for either the IC Team or the Facilitation Team and not the Technical Studies, no deduct sheet is needed.
- Denver Water has made efforts to include all anticipated work for this CA, but we are not yet in receipt of the FERC Reminder letter detailing the requirements of this CA. Upon receipt of the Reminder Letter from FERC, Denver Water will review the letter with the selected Consultant(s) and make adjustments to the scope of work and fee if needed.
- Proposals shall be limited to the following page counts:
 - 8 for Facilitator Team only
 - 12 for IC Team only
 - 11 for Facilitator Team plus Technical Studies
 - 15 for IC Team plus Technical Studies
 - 18 for both the Facilitator Team and IC Team (includes Technical Studies).

Pages should be single-sided (double-sided pages count as 2 pages). Cover letter, WBS cost table page(s) and resumes do not count toward page total, but efforts should be made to keep these concise and focused on the information requested.

- Owner will make available select project documents, which can be requested by Consultant during proposal preparation. To receive these documents, Consultant should contact Erin Gleason at (303) 628-6862 or erin.gleason@denverwater.org, and must sign an NDA to receive the documents. Documents that can be requested include:
 - 2021 CSIR for Dillon Dam
 - 2024 STID for Dillon Dam (when complete)
 - 2023 Tunnel Inspection Memorandum (includes all tunnel sections and 2023 Spillway Inspection Report)
 - 2021 Stilling Basin Inspection Report
 - 2022 Main Dam and Middle Dam Toe Drain Inspection Memorandum
 - 2017 Penstock and Bypass ROV Inspection Memoranda
 - 2015 Inundation Mapping Technical Memorandum
 - 2016 Dillon Reservoir Outflow Modeling and Inundation Mapping Technical Memorandum

Section 11 – Selection Criteria

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

Criteria	Standard	Weighting Factor
Project Personnel Qualifications	Does the IC Team and/or Facilitator Team have the required technical and FERC experience to perform the work? Do the assigned personnel have the technical, facilitation, and/or note taking skills, direct experience, and availability?	4
Firm Qualifications	Does the firm have the appropriate capabilities and specific experience on FERC Part 12 work to support the IC Team or Facilitator Team in execution of the required work?	1
Proposed Approach and Schedule	Does the Proposal approach show an understanding of project constraints and meet the project objectives for the relevant work? Is the preliminary schedule provided achievable and are the identified milestones met? Has the Consultant met the schedule for previous work performed for Denver Water or other owners?	2
Cost and Work Hours	Do the proposed work hours accurately reflect the level of effort required to complete each project task? How do unit labor and overhead costs compare to other firms? If proposals include more than one service, do they include a cost deduction for efficiencies gained and is that number reasonable?	3

The criteria scale ranges from 1 to 10: 1 is poor, 5 is average, and 10 is outstanding. Criteria will be multiplied by the associated weight to give a weighted criteria score, which will be summed for a cumulative score. The maximum possible cumulative score is 100.

Section 12 - Proposal Submittal

Selection of a Consultant will be based on the selection criteria described above. The Proposal(s) shall address all the selection criteria for the relevant work. The selection of the Consultant is also subject to the individual team members for the IC Team and the Facilitator Team being approved by the FERC.

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

Any requests for clarification or additional information regarding the submission of this RFP shall be submitted in writing via e-mail (erin.gleason@denverwater.org). Written requests for interpretation, clarification, and/or additional information must be received no later than 5:00 pm, local time, February 21, 2024.

The Consultant's proposal shall be submitted electronically by 2:00 p.m., MST on March 4, 2024. The Consultants shall upload a PDF version of their proposal to a Dropbox folder, the link to which will be provided following the mandatory pre-proposal meeting. In addition, a PDF version of the Consultant's proposal with intellectual or proprietary property redacted shall be uploaded to the same Dropbox location.

Section 13 - Terms for this Proposal

Addenda

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

Withdrawal or Modification of Proposals

- Proposals may be withdrawn or modified by proposers prior to the proposal due date, but only upon written request. After the proposal due date, Denver Water will not return proposals or other information supplied. After the proposal due date, if Denver Water identifies a defect in the

proposal that could otherwise be cured, Denver Water may request the proposer to supplement their proposal to make needed corrections identified by Denver Water.

Right to Negotiate

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

Attachments

Attachment A – Proposer Non-Disclosure Agreement

Attachment B – Sample Consultant Agreement

Attachment A – Proposer 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 Blue River Project – FERC Part 12D Comprehensive Assessment (“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. Confidential Information includes any drawings, electron files, studies, project archives, locations, ect 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. The Bidder is prohibited from making any copies, scans, or duplicates of the Confidential Information provided by the Board, and from taking any pictures, video, or making any electronic recordings of any kind during any meetings or presentations with the Board where Confidential Information is discussed, without prior approval of the Board’s representative, confirmed in writing. The Bidder is prohibited from sharing any Confidential Information with third parties, except as provided in this Agreement, without prior approval of the Board, confirmed in writing.

8. 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.
9. Each employee or subcontractor of Bidder identified as having a need to know the Confidential Information shall be required to execute an original of this Agreement and will be bound to uphold them to the extent applicable to the particular employee or subcontractor. Each employee or subcontractor executing this Agreement agrees not to 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. Prior to the Meeting, Presentation, or distribution of the Confidential Information, the Bidder shall provide to the Board copies of all Agreement executed by Bidder's employees and subcontractors, as well as a master list of the subcontractors, their respective functions, the reason for their need to know the Confidential Information, and a summary list of the Confidential Information to be provided to them.
10. Bidder is prohibited from making any copies, scans, or duplicates of the Confidential Information provided by the Board, and from taking any pictures, video, or making any electronic recordings of any kind during any meetings or presentations with the Board where Confidential Information is discussed without prior written consent of the Board. Bidder shall not disclose Confidential Information, except as provided in Section 17 of this Agreement, without prior written consent of the Board.
11. 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.
12. 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.

13. 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. A form of the certification of deletion is attached as Appendix I.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

- 23. 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.
- 24. Nothing contained in this Agreement shall require Bidder to submit a bid or proposal to the Board for the Contract.
- 25. 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.
- 26. 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: _____

Each employee and/or subcontractor of Bidder identified as having a need to receive the Confidential Information shall execute an original of this Agreement. Bidder shall provide the executed originals to the Board.

To be completed by an employee of Bidder:

I, _____, an employee of Bidder, agree to the terms of

(Print name legibly) _____
this Agreement.

Signature: _____ Date: _____

To be completed by a subcontractor of Bidder:

I, _____, a subcontractor of Bidder, agree to the terms of

(Print name legibly) _____
this Agreement.

Signature: _____ Date: _____

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

**Appendix I
Form of Certification of Deletion**

To be completed by an authorized representative of Bidder:

(Either (1) at such time as it is no longer required for the purposes of this Agreement or (2) upon request of the Board.)

I, [EMPLOYEE NAME], an employee of Bidder authorized to make such statements, hereby certify that on [DATE] [BIDDER] deleted all copies or extracts of Confidential Information, in whole or in part, currently in its possession in any electronic format.

Signature: _____ Date: _____

By execution, signer certifies that s/he is authorized to make such certification on behalf of Bidder.

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

Attachment B – Sample Consultant Agreement

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS ("Board"), a municipal corporation of the State of Colorado whose address is 1600 W. 12th Avenue, Denver, Colorado 80204, and Consultant Name ("Consultant"), whose address is Consultant Address. The Board and the Consultant agree as follows:

1. Scope of Work. The Consultant agrees to provide work to the Board in accordance with Exhibit A, attached and incorporated (the "Work"). The Work specifically includes any and all deliverables provided to the Board under this Agreement. Generally, the Consultant will provide this description of work.
2. Notice to Proceed. The Board will issue a Notice to Proceed with the required Work after the effective date of this Agreement and after the Board has received satisfactory certificates of insurance as required in this Agreement, whichever is later.
3. Time of Commencement and Completion of Work. The Board shall not dictate times of performance of the Work, except that the Consultant shall commence the Work as soon as necessary after receipt of a Notice to Proceed, if required by this Agreement, or else after the effective date of this Agreement. The Consultant shall complete the Work no later than this date. The Consultant and the Board must agree upon any extensions of the completion date in a written amendment.
4. Consultant Responsibility. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all studies, reports and other Work performed under this Agreement. The Consultant is responsible for providing the materials, equipment, training and tools necessary for performance of the Work. The Consultant represents that all Work performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standards of care of the Consultant's profession prevailing in Colorado. Without additional compensation, and without limiting the Board's remedies, the Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Work not meeting that standard of care, including any breaches of the representations in this Agreement.
5. Confidentiality of Information. The Non-Disclosure Terms and Conditions attached as Exhibit B are incorporated into this Agreement

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:

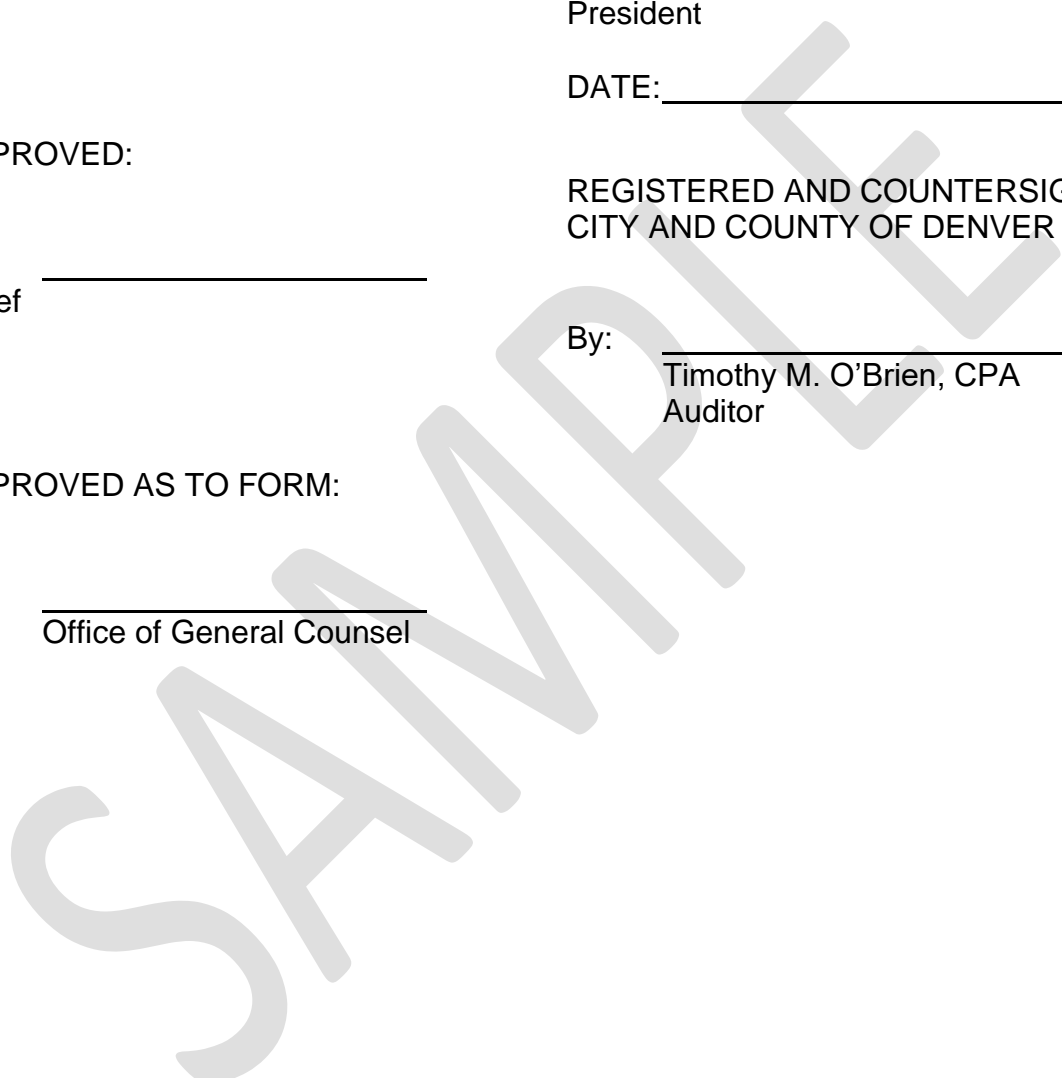
**REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER**

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. _____ Name of Contractor/Consultant: _____	Check all that apply: <input type="checkbox"/> Criminal Background <input type="checkbox"/> Credit Background
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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