CONTRACT NO. _____

CONTRACT DATE _____

*To be completed by Contract Support*

This form may be used for most contracts.
"Consultant" may be changed to

# 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 Verify the correct legal name of the Consultant and insert here ("Consultant"), whose address is Insert address of the Consultant. 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 Insert description of the work the Consultant will perform.

2. Notice to Proceed. DELETE THIS PARAGRAPH IF DENVER WATER WILL NOT ISSUE A NOTICE TO PROCEED, WHICH NOTIFIES THE CONSULTANT THAT IT MAY BEGIN THE WORK. 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. DENVER WATER MAY ADD MILESTONES FOR THE PROJECT TO THIS PARAGRAPH OR REFERENCE MILESTONES IN AN ATTACHMENT. 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 Insert date by which Work must be completed. 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. IF THE CONSULTANT NON-DISCLOSURE TERMS AND CONDITIONS WILL BE ATTACHED AS AN EXHIBIT, USE THE FOLLOWING LANGUAGE FOR THIS PARAGRAPH: The Non-Disclosure Terms and Conditions attached as Exhibit ___ are incorporated into this Agreement. IF THE CONSULTANT NON-DISCLOSURE TERMS AND CONDITIONS WILL NOT BE ATTACHED, USE THE FOLLOWING LANGUAGE FOR THIS PARAGRAPH: 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. DELETE THIS SECTION ENTIRELY IF THE AGREEMENT INVOLVES PHYSICAL WORK (SUCH AS INSTALLATION, MAINTENANCE, OR THE LIKE) AND NO INTELLECTUAL WORK PRODUCT OR DESIGN.

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

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

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

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.

SELECT ONE OF THE THREE CHOICES BELOW FOR TYPE OF PAY. IF THE CONSULTANT HAS PROVIDED A LENGTHY PROPOSAL OR SCOPE OF WORK FOR EXHIBIT A THAT INCORPORATES COMPENSATION TERMS, DENVER WATER MAY INSERT A REFERENCE TO EXHIBIT A HERE AND DELETE THE FOLLOWING THREE CHOICES FOR TYPE OF PAY. HOWEVER, IF THIS AGREEMENT IS REQUIRED TO STATE A TOTAL CONTRACT AMOUNT, PLEASE KEEP THE 1-2 SENTENCES AT THE END OF THIS SECTION THAT START WITH "THE TOTAL COMPENSATION UNDER THIS AGREEMENT …" **FOR MORE INFORMATION ABOUT AGREEMENTS THAT MIGHT NOT REQUIRE A TOTAL CONTRACT AMOUNT, SEE THE CONTRACT AND AMENDMENT PREPARATION PROCEDURES ON INFLOW: http://inflow.denverwater.org/r/Documents/Contract%20and%20Amendment%20Preparation%20Procedures.pdf**

CHOICE 1 – if the Consultant is to be paid based on an hourly rate

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.

Insert hourly rates for persons who will perform Work under this Agreement and names of those persons if appropriate.

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.

CHOICE 2 – if the Consultant is to be paid a lump sum

a. Upon completion of the Work, the Consultant will be paid a lump sum not to exceed $Insert lump sum amount.

b. The Consultant shall provide an invoice upon completion of the Work. 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.

CHOICE 3 – if the Consultant is to be paid per work product

a. The Consultant will be paid the respective amount listed below upon completion of each work product described.

Insert list of work products and amount to be paid for each

b. The Consultant shall provide an invoice upon completion of each work product. The Consultant must submit documentation supporting the



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charges in the invoice, which must be consistent with this Agreement, and must include the contract number of this Agreement on each invoice.

SELECT THE FOLLOWING IF THE CONSULTANT WILL NOT BE REIMBURSED FOR OUT-OF-POCKET COSTS; REMOVE THE FIRST SENTENCE OF THIS PARAGRAPH IF THE AGREEMENT IS NOT REQUIRED TO STATE A TOTAL CONTRACT AMOUNT:

c. The total compensation under this Agreement shall not exceed $Insert not-to-exceed amount. There are no reimbursable costs associated with this Agreement.

SELECT THE FOLLOWING SUBPARAGRAPHS IF THE CONSULTANT WILL BE REIMBURSED FOR OUT-OF-POCKET COSTS:

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.

REMOVE THIS PARAGRAPH IF THE AGREEMENT IS NOT REQUIRED TO STATE A TOTAL CONTRACT AMOUNT:

d. The total compensation under this Agreement, including out-of-pocket costs, shall not exceed $Insert not-to-exceed amount.

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.



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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



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INCLUDE FEDERAL AND STATE INCOME AND WITHHOLDING TAXES, UNEMPLOYMENT TAXES, FICA TAXES AND WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THIS AGREEMENT OR ANY WORK PROVIDED. 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.
(REFER TO http://inflow.denverwater.org/r/Documents/Insurance%20Matrix.pdf IN MAKING THE FOLLOWING SELECTIONS.)

a. Commercial General Liability Insurance:
(DENVER WATER MAY DELETE THIS PROVISION IF: THE CONSULTANT DOES NOT ROUTINELY MAINTAIN THIS TYPE OF INSURANCE; AND, THE WORK IS LOW-RISK ACTIVITY SUCH AS COMPUTER MODELING OR DRAFTING; AND, THE WORK IS PERFORMED IN THE CONSULTANT'S OWN WORKPLACE. IF THE AGREEMENT INVOLVES PHYSICAL WORK (SUCH AS INSTALLATION, MAINTENANCE, OR THE LIKE), DO NOT DELETE THIS PROVISION. IF THE WORK CONSISTS OF HAZARDOUS ACTIVITY SUCH AS WORKING IN TREATMENT PLANTS OR DAMS, A HIGHER AMOUNT IS LIKELY APPROPRIATE.)
Commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.

b. Automobile Liability Insurance:
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.
(DENVER WATER MUST INCLUDE THE FOLLOWING PROVISION IF CONSULTANT WILL DRIVE FREQUENTLY OR LONG DISTANCES TO

PERFORM THE WORK OR IF CONSULTANT'S DRIVING WILL INVOLVE HAZARDOUS OR VALUABLE MATERIALS OR EQUIPMENT OR IF THERE ARE OTHER HIGH-RISK DRIVING CONCERNS. IF NONE OF THESE APPLY, THEN DENVER WATER MAY DELETE THE FOLLOWING PROVISION.)

In addition to the statutory requirements, Consultant shall maintain automobile liability insurance with limits not less than $1,000,000 per occurrence for owned, non-owned and hired vehicles used in the performance of Work under this Agreement.

c. Professional Liability Insurance:

(DENVER WATER MAY DELETE THIS PROVISION IF THE CONSULTANT'S SERVICES DO NOT CONSIST OF ENGINEERING, ARCHITECTURAL, LEGAL OR OTHER PROFESSIONAL WORK. THE MINIMUM COVERAGE MAY BE INCREASED BASED ON DENVER WATER'S INSURANCE MATRIX. IF ERRORS MADE BY THE CONSULTANT IN PERFORMANCE OF PROFESSIONAL WORK WOULD BE VERY DAMAGING TO DENVER WATER, A HIGHER AMOUNT IS LIKELY APPROPRIATE.)

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:

(DENVER WATER SHOULD DELETE THE TWO ALTERNATIVES BELOW THAT DO NOT APPLY.)

ALTERNATIVE 1:

The Consultant is located in Colorado and maintains workers' compensation insurance, as required under the laws of the State of Colorado. IF THE CONSULTANT IS A COLORADO SOLE PROPRIETOR WITH EMPLOYEES, SELECT THIS ALTERNATIVE.

ALTERNATIVE 2:

The Consultant is located in Colorado and does not maintain workers' compensation insurance because either the Consultant has rejected such coverage by waiver pursuant to C.R.S. § 8-41-202 or the Consultant is a sole proprietor without employees and is not performing construction work under this Agreement. If the Consultant has waived coverage as described above, the Consultant will provide the Board with evidence of its waiver along with the other certificates of insurance. IF THE CONSULTANT IS A SOLE PROPRIETOR WITHOUT EMPLOYEES, SELECT THIS ALTERNATIVE. HOWEVER, IF THE CONSULTANT ALSO IS DOING CONSTRUCTION WORK, DENVER WATER REQUIRES EVIDENCE OF WORKERS' COMPENSATION INSURANCE



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(CHOOSE ALTERNATIVE 1 ABOVE) OR WAIVER (CHOOSE ALTERNATIVE 2). CONSTRUCTION WORK IS DEFINED IN C.R.S. § 8-41-404(5)(b); THE DENVER WATER REPRESENTATIVE SHOULD CONSULT WITH THE LEGAL DIVISION TO DETERMINE WHETHER THE WORK MEETS THIS DEFINITION.

ALTERNATIVE 3:
The Consultant is located outside of Colorado and does not maintain workers' compensation insurance effective in Colorado. The Consultant warrants that during the term of this Agreement it will not hire employees in Colorado or transfer employees to Colorado without maintaining workers' compensation insurance, as required by Colorado law, in full force and effect during the full term of this Agreement.

e. 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.

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

g. The Board reserves the sole discretion to accept alternative types of insurance.

13. Computer and Telecommunications Security. IF THE CONSULTANT WILL NOT HAVE ACCESS TO DENVER WATER COMPUTERS OR TELECOMMUNICATIONS, PLEASE DELETE THIS PARAGRAPH AND APPENDIX 1. The Consultant acknowledges that he, she, or an employee, subcontractor, or agent of the Consultant may have access to and use of the Board's computer or telecommunication resources to fulfill the terms of this Agreement. The Consultant agrees that he, she or any of the Consultant's employees or agents who use such resources will abide by the Board's policies and guidelines governing the use of these resources and will comply with the provisions of Appendix 1, entitled "Use of Denver Water Board Computer and Telecommunications Resources," attached and incorporated.



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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 and federal and state tax laws. 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.

The signature of the Consultant on this Agreement: (1) certifies that the Consultant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.*, ***and*** *the Consultant utilizes subcontractors or employees in the Consultant's business*.

a. The Consultant shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

b. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). The Consultant may not use either the e-verify program or the department program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

c. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

1) Notify the subcontractor and the Board within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph 1) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.



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d. The Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.

e. The Consultant acknowledges that in the event the Consultant violates any of the provisions of the foregoing subparagraphs a – d, the Board may terminate this Agreement for breach of contract. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Board.

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.

**Instructions for Denver Water's completion of this section:**

**1. Denver Water should choose the applicable alternative(s) below and applicable forms at the end of this template if the Consultant will be providing one or more of the services described. For work at critical Denver Water facilities, such as water treatment plants, pump stations, dams, etc., consult with the manager of the facility to determine if personnel screening is required.**

**2. If any of the requirements below should apply to subcontractors as well, please work with the Legal Division to add appropriate language.**

**3. If the Consultant is a company, and the individual owner of the company will be doing the work in addition to any employees (Alternative A), Alternative B also may be applicable. Please work with the Legal Division to determine the necessary requirements.**

**4. DENVER WATER SHOULD DELETE THE ALTERNATIVES THAT DO NOT APPLY, THE FORMS AT THE END OF THIS TEMPLATE THAT DO NOT APPLY, AND THE HIGHLIGHTED PORTIONS.**

**5. If none of the alternatives below applies to the Consultant's scope of work, everything in this section should be deleted except the Personnel Screening heading above, which should have "Not Applicable" written next to it. Also delete the forms at the end of this template that are related to this section.**

**6. For questions about which provisions apply or for additional background screening due to special circumstances, please contact the Manager of Safety & Security.**

**7. IF THE CONSULTANT IS AN INDIVIDUAL, ANY REQUIRED PERSONNEL SCREENING MUST BE COMPLETED PRIOR TO EXECUTION OF THIS AGREEMENT.**

**OPERATING A DENVER WATER VEHICLE**

ALTERNATIVE A: IF ANY EMPLOYEE OR AGENT OF THE CONSULTANT WILL BE 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.

ALTERNATIVE B: IF THE CONSULTANT IS AN INDIVIDUAL WHO WILL BE OPERATING A DENVER WATER VEHICLE, CHOOSE THIS ALTERNATIVE. THE AGREEMENT MAY NOT BE FULLY EXECUTED UNTIL SAFETY & SECURITY HAS APPROVED THE DRIVER'S LICENSE AND DRIVING RECORD.

As a precondition to entering this Agreement, the Board determined that the Consultant has a valid Colorado driver's license and satisfactory driving record, defined as having no more than six (6) points on his/her driving record in the three (3) years prior to the assignment. The Board reserves the right to terminate this Agreement if it determines during the term of the Agreement that the Consultant no longer has a valid Colorado driver's license or satisfactory driving record.

**WORK INVOLVING SECURITY CONCERNS**

ALTERNATIVE A: IF ANY EMPLOYEE OR AGENT OF THE CONSULTANT WILL PERFORM WORK UNDER CIRCUMSTANCES THAT RAISE SECURITY CONCERNS (SUCH AS ENTERING PRIVATE RESIDENCES ON DENVER WATER'S BEHALF, OR PERFORMING WORK THAT GIVES ACCESS TO CRITICAL FACILITIES OR OPERATIONS OR HAS THE POTENTIAL TO CAUSE SERIOUS DAMAGE TO CRITICAL DENVER WATER FACILITIES OR OPERATIONS, OR TO HAVE ACCESS TO ANY CONFIDENTIAL, FINANCIAL, CUSTOMER, OR SECURITY-RELATED INFORMATION MAINTAINED BY DENVER WATER, PROPRIETARY COMPUTER PROGRAMS OR SOFTWARE, OR SERVERS):

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.

ALTERNATIVE B: IF THE CONSULTANT IS AN INDIVIDUAL WHO WILL PERFORM WORK UNDER CIRCUMSTANCES THAT RAISE SECURITY CONCERNS (SUCH AS ENTERING PRIVATE RESIDENCES ON DENVER WATER'S BEHALF, OR PERFORMING WORK THAT GIVES ACCESS TO CRITICAL FACILITIES OR OPERATIONS OR HAS THE POTENTIAL TO CAUSE SERIOUS DAMAGE TO CRITICAL DENVER WATER FACILITIES OR OPERATIONS, OR TO HAVE ACCESS TO ANY CONFIDENTIAL, FINANCIAL, CUSTOMER, OR SECURITY-RELATED INFORMATION MAINTAINED BY DENVER WATER, PROPRIETARY COMPUTER PROGRAMS OR SOFTWARE, OR SERVERS), SELECT THIS ALTERNATIVE AND HAVE THE CONSULTANT FILL OUT THE CONSENT TO PERFORM BACKGROUND CHECKS FORM AT THE END OF THIS TEMPLATE. AT LEAST 5 DAYS BEFORE THE AGREEMENT IS TO BE FULLY EXECUTED, SEND THE SIGNED FORM TO SAFETY & SECURITY TO CONDUCT THE BACKGROUND CHECK AND, IF NECESSARY, TO HUMAN RESOURCES TO CONDUCT THE CREDIT CHECK. THE AGREEMENT MAY NOT BE FULLY EXECUTED UNTIL SAFETY & SECURITY HAS APPROVED THE BACKGROUND CHECK AND CREDIT CHECK.

As a precondition to entering this Agreement, the Consultant gave the Board consent to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, consent to obtain a criminal history check from each state or country of residence. If the

Consultant 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 consented to a credit history check. The Board has reviewed and approved the results of the background check and, if applicable, the credit history check. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

**SAFETY-SENSITIVE DUTIES**

ALTERNATIVE A: IF ANY EMPLOYEE OR AGENT OF THE CONSULTANT WILL PERFORM SAFETY-SENSITIVE DUTIES, *I.E.*, DUTIES THAT IF PERFORMED WITH INATTENTIVENESS, ERRORS IN JUDGMENT, OR DIMINISHED COORDINATION, DEXTERITY, OR COMPOSURE MAY RESULT IN MISTAKES THAT COULD PRESENT A REAL OR IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY SUCH AS WORKING AS AN ARMED SECURITY GUARD OR PERFORMING CERTAIN HIGH-RISK OPERATIONAL FUNCTIONS:

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.

ALTERNATIVE B: IF THE CONSULTANT IS AN INDIVIDUAL AND WILL PERFORM SAFETY-SENSITIVE DUTIES, *I.E.*, DUTIES THAT IF PERFORMED WITH INATTENTIVENESS, ERRORS IN JUDGMENT, OR DIMINISHED COORDINATION, DEXTERITY, OR COMPOSURE MAY RESULT IN MISTAKES THAT COULD PRESENT A REAL OR IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY SUCH AS WORKING AS AN ARMED SECURITY GUARD OR PERFORMING CERTAIN HIGH-RISK OPERATIONAL FUNCTIONS, SELECT THIS ALTERNATIVE AND AT LEAST 5 DAYS BEFORE THE AGREEMENT IS TO BE FULLY EXECUTED HAVE THE CONSULTANT FILL OUT THE CONSENT TO PERFORM BACKGROUND CHECKS FORM AT THE END OF THIS TEMPLATE AND SUBMIT DRUG AND ALCOHOL TESTING RESULTS TO SAFETY & SECURITY. THE AGREEMENT MAY NOT BE FULLY EXECUTED UNTIL SAFETY & SECURITY HAS APPROVED THE BACKGROUND CHECK AND DRUG SCREENING.

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

17. Liability. The Consultant agrees to provide a defense and pay any damages and costs for any liability or claim of whatever nature arising in any way out of this Agreement, including but not limited to 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.

18. Standards of Conduct – Nondiscrimination and Respectful Workplace.

a. The Consultant understands that the Board is an equal opportunity employer that encourages and welcomes diversity of backgrounds in its workforce.

b. The Consultant expressly agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier

because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status, or disability. The Consultant shall comply with all applicable state, local and federal laws with regard to equal employment opportunity.

c. The Consultant expressly agrees not to conduct business in a manner that brings discredit to the Board or creates a hostile work environment for Board employees or other contractors performing work for the Board. The Consultant expressly agrees to interact with Board employees in a respectful, professional, honest, and transparent manner, and to minimize any actual or apparent conflicts of interest.

d. The Board reserves the right 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 assigned employee or agent engaged in activity prohibited by this section, to be determined by the Board in its sole discretion.

e. If the Consultant is an individual, the Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in activity prohibited by this section, to be determined by the Board in its sole discretion.

19. 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.

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

21. Termination or Suspension. The Board reserves the exclusive right to terminate or suspend all or any portion of the Work by giving fourteen (14) days' written notice to the Consultant. If any portion of the project shall be terminated or suspended, the Board shall pay the Consultant equitably for all Work properly performed pursuant to this Agreement. If the project is suspended and the Consultant is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, the Consultant shall immediately deliver to the Board any documents then in existence that have been



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prepared by the Consultant pursuant to this Agreement and that have been paid for by the Board.

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

23. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to correct, or commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event the Consultant fails or neglects to perform the Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge the Consultant for the full cost of the corrections.

24. Force Majeure. The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy. Any declared force majeure that remains in effect for longer than ninety (90) days entitles either party to unilaterally terminate this Agreement.

25. Assignment and Subcontracts. The Consultant may not assign this Agreement or any right or liability of this Agreement or enter into any subcontract or amend any subcontract related to this Agreement without prior written consent of the Board. Any subcontract must include language similar to the Records and Audits paragraph of this Agreement, requiring records to be adequate and available for Board audit. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is intended to benefit only the parties, and neither subcontractors nor suppliers of the Consultant nor any other person or entity is intended by the parties to be a third-party beneficiary of this Agreement.

26. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement will remain enforceable to the fullest extent permitted by law.

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



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28. Notice and Contact. The parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by e-mail. If notice is provided by e-mail, the notifying party must follow up with a hard copy of the notice sent by United States mail; however, the notice will be effective as of the original e-mail date.

If to the Consultant:

Insert name of the Consultant
Insert mailing address of the Consultant
Insert e-mail address of the Consultant

If to the Board:

Insert title of person responsible for contract
Denver Water Department
1600 West 12th Avenue
Denver, Colorado 80204
Insert e-mail address of person reponsible for contract

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

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

30. Governmental Immunity Act. The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations of $350,000 per person, $990,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

31. Entire Agreement. This Agreement constitutes the entire agreement between the Board and the Consultant and replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.

32. Effective Date. This Agreement shall become effective on the date it is fully signed by the Board.



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

Insert the following attestation for Board signature only
ATTESTED:

By: _____
Secretary

APPROVED:

By: _____
Insert appropriate division director title if Board or CEO/Manager signs above

APPROVED AS TO FORM:

By: _____
Legal Division

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

By: _____
Insert "President," "CEO/Manager" or appropriate division director title depending on $ amount (See Contracting Procedures in Financial Manual)

DATE:_____

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

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

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THIS AGREEMENT IS ACCEPTED BY:

**CONSULTANT**: Insert name of the Consultant
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.**

(If Contractor/Consultant/Company is an individual, the "Affidavit of Lawful Presence in the U.S." attached to this template and proof of identity are also required.)

(If Contractor/Consultant/Company is not an individual (e.g. corporation), you may disregard the Affidavit at the end of this template, and no proof of identity is required.)

**YOU MUST INCLUDE THE NOTARIZATION BELOW FOR CONTRACTORS WHO ARE PERFORMING THE WORK AS INDIVIDUALS AND NOT AS A SEPARATE LEGAL ENTITY. FOR ALL OTHER CONTRACTORS, THE NOTARIZATION BELOW MAY BE DELETED.**

**CONSULTANT'S SIGNATURE MUST BE NOTARIZED BELOW:**

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ _____, 201__, by INSERT NAME OF THE CONSULTANT.

Witness my hand and official seal. My commission expires: _____

(SEAL) _____
Notary Public



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**EXHIBIT A**
**SCOPE OF WORK**

The Consultant shall perform the following tasks:

Insert description of the scope of work, reiterate work requirements from RFP, or attach the scope of work from the Consultant's proposal.

Optional provision for Denver Water Engineering: The Consultant agrees to follow all provisions of the Board's Capital Project Procedures Manual, including but not limited to 30%, 60%, and 90% deliverables, with emphasis on colored drawings at 90% submittal time. The Consultant agrees to adhere to the Board's drafting and specification formatting standards.

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.

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IF THE CONSULTANT WILL NOT HAVE ACCESS TO DENVER WATER COMPUTERS, PLEASE DELETE THIS APPENDIX.

## APPENDIX 1

USE OF DENVER WATER BOARD
COMPUTER AND TELECOMMUNICATIONS RESOURCES

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

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

The Board reserves the right without notice to limit or restrict the Consultant's access and to inspect, remove or otherwise alter any data, file or system resource that may undermine or expand the limited scope of Consultant's authorized use of the Board's network computing facilities. Should the Consultant fail to abide by the terms of this Appendix 1, the Board may immediately terminate this Agreement.

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## AFFIDAVIT OF LAWFUL PRESENCE IN THE U.S.

I, _____ (print name legibly), swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check only one)**:

___ I am a United States citizen, or

___ I am not a United States citizen, but I am a Permanent Resident of the United States and authorize Denver Water to verify this statement with the Department of Homeland Security using my alien registration number, which is _____, or

___ I am not a United States citizen, but I am lawfully present in the United States pursuant to Federal law and authorize Denver Water to verify this statement with the Department of Homeland Security using my alien registration number, which is _____.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____ _____

Signature Date

**Attach Copy of Applicable Identification Form Here**

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## CERTIFICATION OF PERSONNEL SCREENING BY CONSULTANT/CONTRACTOR

***To be completed by the Board's Contract Administrator:***

Contract No: _____ Consultant/Contractor: _____
The work under the Agreement involves:
*(Check one or more and describe the duties in the spaces provided, and check the corresponding numbered box in the Consultant/Contractor section below.)*

1. ☐ Operating a Board vehicle (*driving record and license check required*)
2. ☐ Performing work involving security concerns. Describe duties: _____
   _____
   (*criminal background check required*)
3. ☐ Accessing Board's financial records or accounting processes (*credit check required*)
4. ☐ Performing safety-sensitive work. Describe duties: _____
   _____
   (*criminal background check and drug and alcohol screening required*)

---

***To be completed by the representative of Consultant/Contractor:***

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

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

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

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

---

***Approval by the Board's Contract Administrator:***

Print Name: _____
Signature: _____ Date: _____

Insert Name of Consultant and/or Contract No.



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

| | |
|---|---|
| **Contract No.** _____ | **Check all that apply:**<br>☐ **Criminal Background**<br>☐ **Credit Background** |
| **Name of Contractor/Consultant:**<br>_____ | |

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

Insert Name of Consultant and/or Contract No.



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## Occupational Medicine clinics:

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

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

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

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

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

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

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

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

# Request for Taxpayer Identification Number and Certification

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

**Print or type**
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

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

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

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

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

For fillable form: www.irs.gov/pub/irs-pdf/fw9.pdf

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