CONTRACT NO._____

CONTRACT DATE _____

To be completed by Contract Control

Consultant Name: <<NAME>>

CONSULTING AGREEMENT – CONSTRUCTION MANAGEMENT SERVICES

THIS CONSULTING AGREEMENT – CONSTRUCTION MANAGEMENT SERVICES ("Agreement") is made and entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, whose address is 1600 W. 12th Avenue, Denver, Colorado 80204 (the "Board") and <<NAME>> ("Consultant"), whose address is <<ADDRESS>>, <<CITY>>, <<STATE>> <<ZIP>>.

1. Scope of Work. Consultant agrees to provide work to the Board in accordance with a Task Order Agreement substantially in the form attached hereto as Exhibit A (the "Work").

2. Time of Commencement and Completion of Work. The term of this agreement shall be one (1) year and shall terminate one year from the date of contract execution. The parties, however, may agree to extend this Agreement for two (2) additional one-year terms. Consultant and the Board's Representative must agree upon any extensions of this Agreement in writing. For purposes of this Agreement, the Director of Engineering or his/her designee shall be the Board's Representative to accept or give any request, approval, notice or the like.

3. Consultant Responsibility. The Board shall not oversee the work of the Consultant or instruct the Consultant on how to perform the Work. Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all studies, reports and other work rendered. Consultant is responsible for providing his or her own training and tools for performance of the Work. Without additional compensation, and without limiting the Board's remedies, Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Work. Consultant represents that all Work performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standard of care of Consultant's profession prevailing in Colorado.

4. Confidentiality of Information. 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's Representative.

5. Ownership of Work Product. All printed material and electronic documents produced as a result of work performed under this Agreement shall be the sole property of the Board and may not be used, sold, or disposed of in any manner without prior written approval of the Board's Representative. All such work products shall be turned over to the Board upon completion of the project upon receipt of full payment by Consultant. The Consultant may retain one copy of all documents prepared under this Agreement. Any reuse by the Board of documents prepared hereunder by Consultant, other than for purposes related to performance of this Agreement, shall be at the Board's sole risk.

6. Compensation. In consideration of performance of the Work by Consultant, the Board shall compensate Consultant as described in each Task Order Agreement to be entered into by the parties subsequent to this Agreement. The total compensation under each Task Order Agreement is not expected to exceed $100,000, and each Task Order Agreement shall comply with the Board's executive guidelines with regard to spending authority. Total compensation to be paid for each Task Order shall be negotiated and shall appear on each executed Task Order Agreement using the Consultant's Price Proposal (Exhibit B) incorporated by reference herein.

7. Invoices. If the compensation described in a Task Order Agreement is based on an hourly rate, the Consultant shall provide invoices each month for work accomplished through the last day of the preceding month. For compensation based on lump sum or payment for deliverables, the Consultant shall provide an invoice upon completion of the Work or the deliverable product. If agreed upon by the Board's Representative, the Consultant may provide an invoice for the percent of work completed for lump sum agreements. Consultant must submit documentation supporting the charges in the invoice, which must be consistent with the Task Order budget, and must include both the Agreement number and the Task Order number on each invoice. Consultant agrees to provide all Agreement invoices per the standard invoice template provided to the Consultant by the Board at the time of Task Order Agreement negotiation.

8. Payment. Payments shall be based upon Consultant's verified progress in completing the Work. Unless Consultant has not properly performed the Work, invoices will be paid within thirty (30) days of receipt. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement. 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 Consultant regarding an invoice. Checks shall be made payable to the trade or business of Consultant. According to this paragraph, the Board shall pay all undisputed portions of an invoice, but may withhold payment for disputed portions of an invoice. The Board will not issue payments unless Consultant has current insurance coverage in accordance with paragraph 14.

9. Board's Audit Rights. The Board shall have the right to audit the account books and other records of Consultant related to the Work at any time during the period of this Agreement and for two (2) years after the completion of the Work. Consultant shall retain all such account books and records for at least two (2) years after the completion of the Work. 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 shall have 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 the Task Order Agreement. Requests for material changes in the Work may be made by the Board's Representative orally or in writing; provided, however, that oral requests shall be confirmed by a written request within ten (10) days after the oral request and changes requiring additional compensation may require a written amendment to the Task Order Agreement and Board approval. 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. Nothing herein shall be construed to make Consultant an agent or employee of the Board for any purpose. Consultant shall in all respects be an independent contractor of the Board in its performance of the Work. Consultant and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board in performance of the Work. Nothing in this Agreement shall require Consultant to work exclusively for the Board during its term.

12. NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS. CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS AS A RESULT OF PERFORMANCE OF THE WORK FOR THE BOARD. CONSULTANT IS REQUIRED TO PROVIDE WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE BENEFITS FOR ITS EMPLOYEES OR SUBCONTRACTORS, OR MUST REQUIRE ITS SUBCONTRACTORS TO PROVIDE THE SAME FOR THEIR EMPLOYEES.

13. PAYMENT OF TAXES. CONSULTANT IS SOLELY LIABLE FOR ANY 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. CONSULTANT SHALL INDEMNIFY THE BOARD FOR ANY LIABILITY RESULTING FROM NONPAYMENT OF SUCH TAXES AND SUMS.

14. Insurance.

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

Consultant shall maintain the following insurance in full force and effect during the full term of this Agreement. Consultant shall provide to the Board certificates of insurance (and renewals thereof) demonstrating that the following insurance requirements have been met. (The contract administrator should refer to http://tsunami/stellent/groups/public/documents/division_happenings/ts022817.pdf in making the following selections.)

a. Commercial General Liability Insurance:
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.

(The contract administrator may strike-through (not 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 Consultant's own workplace. If the work consists of hazardous activity such as working in treatment plants or dams, a higher amount may be appropriate.)

b. Automobile Liability Insurance:

Option 1: 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. Selection of this option verifies that the **Consultant will be using a vehicle that is covered by Consultant's automobile insurance policies to perform the Work**.

Option 2: Automobile liability insurance with limits not less than $250,000 per occurrence for owned, non-owned and hired vehicles used by the Consultant in relation to this Agreement. Selection of this option verifies that the **Consultant will not be using a vehicle to perform the Work but will be commuting in a vehicle that is covered by Consultant's automobile insurance policies**.

Option 3: Automobile liability insurance with limits not less than those required by Colorado law. Selection of this option verifies that the **Consultant will not be using a vehicle to perform the Work but will be commuting in a vehicle that is covered by Consultant's automobile insurance policies**.

Option 4: Proof of automobile insurance is not required, but Colorado law applies. Selection of this option verifies that the **Consultant will not be doing any driving to perform the Work, not even for meetings**.

(The contract administrator should strike-through (not delete) the three options that do not apply. Option 3 may be chosen only for low-risk work performed by small businesses or individuals such as the "Private Party Contracts" listed in the matrix.)

c. Professional Liability Insurance:

Professional liability insurance with limits not less than $2,000,000 per claim covering all licensed professionals performing Work under this Agreement.

(The contract administrator may strike-through (not delete) this provision if Consultant's services do not consist of engineering, architectural, legal or other professional work. The minimum coverage may be increased based on the insurance matrix. If Consultant errors in performance of professional work would be very damaging to Denver Water, a higher amount may be appropriate.)

d. Workers' Compensation and Employer's Liability Insurance:

Option 1: Consultant must maintain Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, in full force and effect during the full term of this Agreement.

Option 2: Consultant is not required to maintain Workers' Compensation and Employer's Liability Insurance because:

1) Consultant is a **sole proprietor without employees**. This exception does not apply if Consultant is a sole proprietor located in Colorado doing construction work under this Agreement, unless Consultant has filed a statement of trade name pursuant to C.R.S. § 7-71-103 and has waived Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, and therefore will provide the Board with evidence of such waiver along with the other certificates of insurance.

2) Consultant is a **corporation** located in Colorado that has waived Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, and therefore will provide the Board with evidence of such waiver along with the other certificates of insurance.

3) Consultant is a **limited liability company** located in Colorado that has waived Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, and therefore will provide the Board with evidence of such waiver along with the other certificates of insurance.

4) Consultant is **located outside of Colorado** and will not during the term of this Agreement hire employees in Colorado or transfer employees to Colorado without maintaining Workers' Compensation and Employer's Liability Insurance, as required by Colorado law, in full force and effect during the full term of this Agreement.

(The contract administrator should strike-through (not delete) either Option 1 or Option 2, whichever does not apply. If Option 2 is selected, the contract

administrator should strike through (not delete) the three sub-options that do not apply.)

e. Other Requirements:

1) 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 approved by the Board.

3) Thirty (30) days' advance notice of cancellation shall be provided to the Board, except for ten (10) days notice for cancellation due to non-payment of premium.

f. Evidence of Insurance:

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 discretion to accept alternative types of insurance if the Board deems such alternatives to be sufficiently protective of its interests.

15. Computer Security. Consultant acknowledges that he, she or an employee of Consultant may use the Board's computer or telecommunication resources to fulfill the terms of this Agreement. Consultant agrees that he, she or any of Consultant's employees who are required to 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 Exhibit C, entitled "Use of Denver Water Board Computer and Telecommunications Resources," incorporated by reference.

16. Compliance with Laws. In performing this Agreement, 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. **CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS. CONSULTANT IS SOLELY LIABLE TO PAY FEDERAL AND STATE INCOME AND WITHHOLDING TAXES ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT**. 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 Consultant on this Agreement: (1) certifies that 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*** *Consultant utilizes subcontractors or employees in Consultant's business*.

a. 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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

1) Notify the subcontractor and the Board within three days that 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 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.

d. 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. Consultant acknowledges that in the event 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, Consultant shall be liable for actual and consequential damages to the Board.

17. Personnel Screening. For any employees of Consultant who will perform work under a Task Order Agreement that follows from this Agreement and are required by their job duties to drive vehicles, the Consultant will verify that each employee has a valid Colorado driver's license. For any employee of Consultant who needs a Board-issued identification badge to enter Board property to perform work under the Task Order Agreement, the Consultant will verify that it has performed a background check on the employee and has determined that the employee does not have an employment or criminal record indicating the employee poses a risk to persons or property. The background check must have been performed in the state or country of residence of the employee.

18. Safety and Security:

a. Safety and Occupational Health

The Consultant shall follow reasonable safety and occupational health measures in performance of this contract. The Consultant shall comply with all federal, state, and local laws applicable to safety and occupational health. Further, the Consultant must comply with safety and occupational health standards, specifications, reporting and any other relevant requirements.

b. Security

1) The Consultant will follow all of the Board's security procedures.

2) The Consultant is required to check in with the Board's Security personnel at each location, where applicable.

3) The Consultant is required to have and/or wear appropriate identification at all times while on the Board's premises.

4) The Consultant will notify the Board's Security in advance with the name of the delivery person and the approximate time of arrival.

19. Nondiscrimination. 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 and federal laws with regard to equal employment opportunity.

20. Small 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). The Consultant agrees to make a good faith effort to involve SBEs in the work if and when the opportunity arises.

21. 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, to the extent caused by any negligent or wrongful act or omission of the Consultant or the Consultant's officers, subcontractors or employees in the performance of its services hereunder.

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

23. 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.

24. Default. Every term and condition of this Agreement shall be deemed to be 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.

25. 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 Consultant fails or neglects to perform the Work in accordance with this Agreement, the Board may elect to correct such deficiencies and charge Consultant for the full cost of the corrections.

26. 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 or any circumstances beyond the reasonable control of either party.

27. Assignment and Subcontractors. Consultant shall not assign to any other person or firm the performance of any of the Work without the prior written approval of the Board's Representative. All work under this Agreement shall be performed under Consultant's direct supervision and control. 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 Consultant

nor any other person or entity is intended by the parties to be a third party beneficiary of this Agreement.

28. Governing Law and Venue. 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 under this Agreement outside the City and County. 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.

29. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given (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 facsimile transmission and receipt is confirmed by return facsimile transmission:

If to the Consultant:
<<NAME>>
<<ADDRESS>>
<<CITY>>, <<STATE>> <<ZIP>>

If to the Board:
Robert J. Mahoney, PE, Director of Engineering
Denver Water Department
1600 West 12th Ave.
Denver, Colorado 80204

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

30. 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. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

31. Colorado Governmental Immunity Act. The parties to this Agreement understand and agree that the Board is relying upon, and has not waived any 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.

32. Entire Agreement. This Agreement constitutes the entire agreement between the Board and 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.

33. Effective Date. This Agreement shall become effective on the date it is signed by the appropriate representative of the Board.

34. Responsibility of Consultant:

a. Standard of Care—Professional Services

Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered.

b. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (except Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by the Board.

THEREFORE, the parties have executed this Agreement. This Agreement must have the signature of an authorized person from Consultant on both original copies.

APPROVED:

By:_____
Secretary

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

By: _____
President

DATE: _____

APPROVED:

_____
Title: Director of Engineering

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: _____

APPROVED AS TO FORM:

_____
Legal Division

THIS AGREEMENT IS ACCEPTED BY:

CONSULTANT:
<<NAME>>
By execution, signer certifies that s/he
is authorized to accept and bind
Consultant to the terms of this Agreement.

By:_____ DATE: _____

TITLE: _____
[for other than individual]

Note to contract administrators: Please include the notarization below <u>only</u> for contractors/consultants who are individuals or sole proprietors. For all other contractors/consultants, the notarization below may be deleted.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ as _____ of _____.

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

(SEAL) _____
Notary Public

Form **W-9**
(Rev. November 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

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 Line 1 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.

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

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | – | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶**

EXHIBIT A

TASK ORDER AGREEMENT

Task Order Number: _____

Consultant Name: _____

Task Order Name: _____

Task Order Amount: _____

Completion Date: _____

Denver Water Contact: _____

I. Compensation:

Consulting Agreement – Construction Management Services (Contract No. _____) ("Agreement") with Consultant is incorporated herein by this reference.

Total compensation to the Consultant for Task Order Work shall be as presented in the Scope of Work *(Attachment 1 to this Task Order),* Task Order Budget *(Attachment 2 to this Task Order),* Task Order Schedule (*Attachment 3 to this Task Order*) and Task Order Project Management Plan (*Attachment 4 to this Task Order*)*,* and shall not exceed the Task Order Budget without prior written approval by Denver Water. The aforementioned Attachments shall be incorporated by this reference in this Task Order Agreement.

Hourly Rate Task Orders: The Consultant will be paid an hourly rate that includes labor, overhead and profit. In addition, the Consultant may be paid out-of-pocket costs if described in Attachment 2, which must be approved in advance by the Board's Representative. Attachment 2 must identify the particular persons or classes of persons who will perform Work under this Task Order and the hourly rate for each. The hourly rate for these individuals shall be as set forth in the Agreement.

Consultant shall not bill for persons or classes of persons not listed in Attachment 2, or at hourly rates different than specified in the Agreement. It is understood that rates will be annually adjusted as indicated in the Consultant's price proposal (Exhibit B). These hourly rates compensate Consultant for all payroll and employee benefit costs, plus all other expenses including overhead and profit. Unless specified separately in Attachment 2, charges for clerical, administrative, accounting, legal and computer personnel are included in overhead and may not be billed at an hourly rate.

The hours billed by Consultant shall not exceed hours actually worked on the Work, as shown in Consultant's timekeeping records. Consultant's invoices shall include a description of the work performed and the hours worked by each person for the billing period. Invoices must meet the requirements set forth in the Agreement.

If reimbursable expenses are listed in Attachment 2, Consultant shall bill for such expenses at actual costs without markup. Consultant shall provide a copy of the underlying invoice, travel voucher or other document supporting the expense with each Task Order invoice.

******USE THE FOLLOWING PARAGRAPH ONLY IF CONSULTANT WILL BE PAID A LUMP SUM AND NOT HOURLY******

Lump Sum Task Orders: Upon completion of the work, Consultant will be paid a lump sum not to exceed the amount set forth in Attachment 2 for work, costs and expenses. If warranted by the project schedule and agreed upon in advance by Denver Water, the Consultant may submit milestone invoices per project milestones set forth in Attachments 2 and 3, or monthly invoices as set forth in Paragraph 7 of the Agreement.

Content of Attachments:

A minimum of the following information shall be provided for each attachment to this Task Order:

Attachment 1: Scope of Work

- Responsibilities of the Consultant
- Responsibilities and expectations of the Board
- Detail on Task Order deliverables by phase
- Details on each phase of the Work, including assumptions
- A list of items or tasks not included in the Work
- Detailed list of project workshops along with major topics for each workshop

Attachment 2: Budget

- Budget items detailed into work phases consistent with Attachment 1
- Budgets for project workshops
- Hourly charges consistent with the Price Proposal (Exhibit B to the Agreement, which is incorporated herein by this reference.)
- Price details on all anticipated Task Order charges, including Other Direct Costs
- Complete pricing for all deliverables

Attachment 3: Schedule

- Schedule items detailed into work phases consistent with Attachment 1
- Dates for workshops identified in Attachment 1
- Clear identification of milestones
- Clear identification of internal Consultant Quality Control reviews
- Clear identification of deliverable completion and submittal dates

Attachment 4: Project Management Plan

- Identification of Project Manager and Project Team
- Signature of Authorized Representative that Project Manager and Team will not be reassigned off the Work without prior written authorization by the Board's Representative
- Task Order Quality Control plan, including Quality Control personnel
- Statement that Quality Control procedures, including development of colored drawings, outlined in Denver Water's Project Procedures Manual will be followed in Task Order execution

Insert the following attestation for Board signature only
APPROVED:

By:_____
Secretary

APPROVED:

_____
Title: Director of Engineering

APPROVED AS TO FORM:

_____
Legal Division

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

By: _____
Insert "President," "Manager" or "Division Director" depending on $ amount*

DATE: _____
*Refer to Executive Guidelines B-2, "Procedures" for $ amounts and signature format. [Note that for amounts over $100,000, the signature of the Board and the Manager is required.]

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: _____

THIS AGREEMENT IS ACCEPTED BY:

CONSULTANT:
Insert name of Consultant
By execution, signer certifies that he or she is authorized to accept and bind Consultant to the terms of this Agreement.

BY:_____
DATE: _____

TITLE: _____
[for other than individual]

(If Contractor/Consultant/Company is an individual, the "Affidavit of Lawful Presence in the U. S." at the end of 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.)

Form **W-9**
(Rev. November 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

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 Line 1 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.

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

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | – | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶**

EXHIBIT B

PRICE PROPOSAL

EXHIBIT C

USE OF DENVER WATER BOARD COMPUTER AND TELECOMMUNICATIONS RESOURCES

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

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. Consultant will not use any access mechanism that the Board has not expressly assigned to Consultant or its employees, and will not disclose information concerning access to these resources unless properly authorized to do so by the Board. Consultant will treat all information maintained on Board computer systems as strictly confidential and will not release information to any unauthorized person.

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