

EPA76WWF

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ENVIRONMENTAL PROTECTION
AGENCY (EPA)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 1976
FEDERAL GRANT APPLICATION AND SUPPORTING DOCUMENTS FOR STEP
II-PRE-DESIGN AND FINAL DESIGN FOR WASTEWATER TREATMENT
FACILITIES AND INTERCEPTOR SEWERS, GRANT NO. CO 80 337

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1976

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**CITY OF
GRAND JUNCTION, COLORADO**

**EPA FEDERAL GRANT APPLICATION
AND SUPPORTING DOCUMENTS**

FOR

**STEP II - PREDESIGN AND
FINAL DESIGN**

FOR

**WASTEWATER TREATMENT FACILITIES
AND
INTERCEPTOR SEWERS**

SEPTEMBER 1976



**HENNINGSON, DURHAM & RICHARDSON, INC
OF COLORADO**

ARCHITECTURE · ENGINEERING · PLANNING

DENVER, COLORADO

OMAHA

PHOENIX

DALLAS

CHARLOTTE

WASHINGTON, D.C.

PENSACOLA

ADDENDUM

to

E.P.A. FEDERAL GRANT APPLICATION
NO. CO 80 337

This Addendum to E.P.A. Federal Grant Application No. CO 80 337 entered into by and between the City of Grand Junction, Colorado, and the County of Mesa, Colorado, this 23 day of September, 1976;

Witnesseth:

That Whereas, the City and County are desirous of providing adequate and intelligently planned and integrated sewerage system for the City and other areas within the County; and

Whereas, it has been determined that this may best be accomplished through cooperative effort of both entities;

Now, Therefore, It is Agreed:

That whenever in said Grant Application the City of Grand Junction is referred to, it shall be read as also referring to the County of Mesa, Colorado, as a joint participant, and further, that James E. Patterson shall have the authority to bind both the City and County in regard to said project.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

County of Mesa

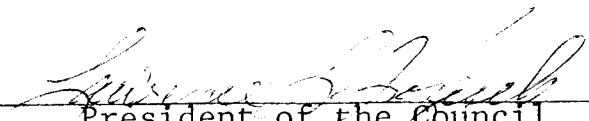
Attest:

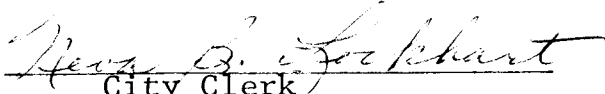
By Margaret Allers
Chairman of the Board

Earl Saurer
County Clerk

City of Grand Junction

Attest:

By 
President of the Council


City Clerk

HENNINGSON, DURHAM & RICHARDSON

ARCHITECTURE • ENGINEERING • PLANNING

Denver (303) 861-1300
Grand Junction (303) 242-1866

310 Capitol Life Center
Denver, Colorado 80203
September 24, 1976

Colorado Department of Health
Water Quality Control Division
4210 East 11th Avenue
Denver, Colorado 80220

Attn: Mr. Ronald G. Schuyler, Chief
Technical Services and Grants Section

Re: CO 80 337 - City of Grand Junction,
Step II - Design Services
Wastewater Treatment Facilities & Interceptor Sewers

Dear Ron:

As Consulting Engineers for the City of Grand Junction, Colorado for the subject project, we are submitting herewith the completed application and supporting documents for a Step II grant (design services) in the amount of \$360,000. The following listed documents are included in this submittal:

1. Federal Grant Application - EPA Form 5700-32 (11-73)
2. Compliance Report - EPA Forms 4700-1 and 4700-4.
3. Applicant's Statement on Planning Agency Review
4. A-95 Clearances and associated documents
5. Engineering services contract including Appendix C-1, anticipated payment schedule, cost breakdown summary and overhead supporting document.

Yours very truly,

HENNINGSON, DURHAM & RICHARDSON, INC.
OF COLORADO

By Karl D. Henrichsen
Karl D. Henrichsen
Vice-President

cc: City of Grand Junction
Evan Dildine - CWQCC
Harvey Hormberg - EPA

**U.S. ENVIRONMENTAL PROTECTION AGENCY
APPLICATION FOR FEDERAL ASSISTANCE
(State and Local Construction Grants)
General Instructions**

In completing this form, **CAREFULLY READ AND FOLLOW ALL INSTRUCTIONS.** Many items are not self-explanatory. An incomplete or incorrectly completed application form may delay consideration of your application.

1. Use of this Application Form—This application form is to be used for EPA grant program 66.015, Construction Grants for Wastewater Treatment Works.

2. Submission—Applications for Construction Grants for Wastewater Treatment Works should be submitted to the appropriate designated State Water Pollution Control Agency.

3. Grant Regulations—Applicants are expected to understand and comply with all EPA grant regulations. These regulations are published in Title 40, Chapter 1, Subchapter B of the Code of Federal Regulations. A copy of these regulations is included in the application kit.

4. Clearinghouse Notification—Office of Management and Budget Circular A-95 requires applicants for certain Federal assistance programs to notify the State and areawide planning and development clearinghouses in the jurisdiction in which the project will be located of their intention to apply for Federal assistance. EPA grant program 66.015, Construction Grants for Wastewater Treatment Works is a program for which such notification is required.

Clearinghouses may comment on the proposed project and may solicit comments from other interested parties. All comments made by or through clearinghouses, or a statement that no such comments were received by the applicant, must be attached to the application when it is submitted. Applicants for the above program should contact the appropriate clearinghouses for further information and assistance concerning the notification process.

5. Environmental Impact—The National Environmental Policy Act of 1969 requires that all agencies of the Federal Government prepare detailed environmental statements on any actions to be taken which significantly affect the quality of the human environment. EPA procedures for the preparation of such statements are set forth in Part 6 of Title 40 of the Code of Federal Regulations (40 CFR 6.1 et seq.) As stated in the regulations, EPA will require an environmental assessment of certain projects that are to be supported by agency grants. Those projects which require such an assess-

ment and the responsibilities of the applicant in supporting and contributing to the conduct of the assessment are set forth in the regulations. The environmental assessment will result in preparation by EPA of an Environmental Impact Statement identifying and analyzing in detail the impact of the project on the quality of the environment or a "Negative Declaration" indicating that there will be no such impact.

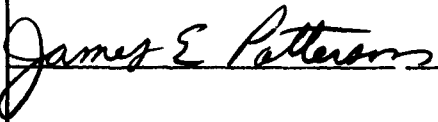
6. Relocation Assistance and Real Property Acquisition—The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P. L. 91-646, provides certain rights and benefits to persons whose land is acquired or who are displaced as the result of a Federal or a federally assisted project. If the project of a State or local agency involves land acquisition or the displacement of any person from his home, business or farm, actions must be taken to assure compliance with the Act. Land must be acquired in accordance with the policies of Title III of the Act. Persons to be displaced must be provided decent, safe, sanitary and comparable housing. Procedures for complying with the Act are set forth in Part 4 of Title 40 of the Code of Federal Regulations (40 CFR 4.1 et seq.). No project subject to the Act can be assisted without the actions and assurances required by those regulations. Applicants whose projects involve the acquisition of land or the displacement of people should request a copy of 40 CFR 4.1 et seq. from the office to which this application is submitted.

7. Completing the Application:

- a. This application consists of 5 parts: General Information on Part I, Project Approval Information on Part II, Budget Information on Part III, Program Narrative on Part IV, and Assurances on Part V.
- b. All dollar amounts requested in this application should be rounded to the nearest dollar.

8. Project—The term "project" as used in this application form refers to the total undertaking which will be supported in part by grant funds requested in this application.

9. Pre-Application Assistance—Prior to formal application submission, assistance including, where appropriate, a pre-application conference, may be obtained from the appropriate EPA regional office and/or State Water Pollution Control Agency. A list of the EPA Regional Offices with their addresses and the area they serve may be found in 40 CFR 30.107, General Grant Regulations and Procedures.

APPLICATION FOR FEDERAL ASSISTANCE (FOR CONSTRUCTION PROGRAMS) PART I		1. State Clearinghouse Identifier A-95 #76-503900-001		
		2. Applicant's Application No. CO 80 337		
3. Federal Grantor Agency Environmental Protection Agency Organizational Unit Region 8 Administrative Office Denver, Colorado Street Address - P. O. Box 1860 Lincoln Street City State Zip Code Denver Colorado 80203		4. Applicant Name City of Grand Junction Department Division Public Works Department Street Address - P. O. Box 250 North 5th Street P. O. Box 968 City County Grand Junction Mesa State Zip Code Colorado 81501		
5. Descriptive Name of the Project Step II - Predesign				
6. Federal Catalog No. 66.015		7. Federal Funding Requested Step II - Design: Phase I - Predesign \$ 40,500 Phase II - Final Design 319,500 Total \$360,000		
8. Grantee Type _____ State, _____ County, <input checked="" type="checkbox"/> City, _____ Other (Specify)				
9. Type of Application or Request Step II - Predesign and Final Design <input checked="" type="checkbox"/> New Grant, _____ Continuation, _____ Supplement, _____ Other Changes (Specify)				
10. Type of Assistance <input checked="" type="checkbox"/> Grant, _____ Loan, _____ Other (Specify)				
11. Population Directly Benefiting from the Project		13. Length of Project 14 months		
12. Congressional District a. Fourth b. Fourth		14. Beginning Date Date of Grant Offer Acceptance		
		15. Date of Application September 23, 1976		
16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant. The applicant agrees that if a grant is awarded on the basis of this application or any revision or amendment thereof, it will comply with all applicable statutory provisions and with the applicable terms, conditions, and procedures of the Environment Protection Agency grant regulations (40 CFR Chapter 1, Subchapter B) and of the grant agreement.				
Typed name James E. Patterson		Title Director of Public Works		Telephone Number Area Code Number Ext. 303 243-2633
Signature of Authorized Representative 		For Federal Use Only		

INSTRUCTIONS

PART I

This form shall be used to apply for Federal assistance for all construction, land acquisition or land development projects. Also, this form shall be used to request supplemental assistance, propose changes or amendments to approved grants, and request continuation or refunding for approved grants originally submitted on this form.

Submit the original and three copies of the forms. If an item cannot be answered or does not appear to be related or relevant to the assistance requested, write "NA" for not applicable. When a request is made for supplemental assistance, amendments or changes to an approved grant, submit only those pages which are appropriate.

Item 1 — Enter the State clearinghouse identifier. This is the code or number assigned by the clearinghouse to applications requiring State clearinghouse coordination for programs listed in Attachment D, Office of Management and Budget Circular No. A-95.

Item 2 — Enter the applicant's application number or other identifier. If a preapplication was submitted, show also the number that appeared on the preapplication, if different than the application number.

Item 3 — Enter the name of the Federal grantor agency, the name of the primary organizational unit to which the application is addressed, the name of the administrative office having direct operational responsibility for managing the grant program, and the complete address of the grantor agency.

Item 4 — Enter the legal name of the applicant, the name of the primary organizational unit which will undertake the grant-supported activity, and the complete address of the applicant.

Item 5 — Enter the descriptive name of this project.

Item 6 — Enter the appropriate catalog number as shown in the Catalog of Federal Domestic Assistance. If the assistance pertains to more than one catalog number, leave this space blank and prepare a separate set of Part III Forms for each catalog number.

Item 7 — Enter the amount that is requested from the Federal Government in this application. This amount should agree with the amounts shown in Part III, Section B, Line 22. For revisions, changes or amendments show only the amount of the increase or decrease.

Item 8 — Check one grantee type. If the grantee is other than a State, county, or city government, specify the type of grantee on the "Other" line. Examples of other types of grantees are council of governments, interstate organizations, or special units.

Item 9 — Check the type of application or request. If the "Other Changes" block is checked, specify the type of change. The definitions for terms used in Item 9 are as follows:

- a. **New grant** — a request which is being submitted by the applicant for the first time.
- b. **Continuation grant** — a request that pertains to the continuation of multi-year grant (*e.g., the second year award for a project which will extend over five years.*)
- c. **Supplemental grant** — a request which pertains to an increase in the amount of the Federal contribution for the same period.
- d. **Other changes** — specify one or more of the following:
 - (1) **Increase in duration** — a request to extend the grant period.
 - (2) **Decrease in duration** — a request to reduce the grant period.
 - (3) **Decrease in amount** — a request to decrease the amount of the Federal contribution.

Item 10 — Check the type of assistance requested. If the assistance involves more than one type, check two or more blocks and explain in Part IV — Program Narrative.

Item 11 — Enter the number of persons directly benefiting from this project. For example, if the project is for the construction of a neighborhood health center, enter the estimated number of residents in the neighborhood that will use the center.

Item 12

- a. Enter the congressional district in which the applicant is located.
- b. Enter the congressional district(s) in which most of the actual work on the project will be accomplished. If the work will be accomplished city-wide or State-wide, covering several congressional districts, write "city-wide" or "State-wide".

Item 13 — Enter the number of months that will be needed to complete the project after Federal funds are made available.

Item 14 — Enter the approximate date the project is expected to begin.

Item 15 — Enter the date this application is submitted.

Item 16 — Complete the certification before submitting the application.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

<p>Item 1. Does this assistance request require State, local, regional, or other priority rating? <u> X </u> Yes <u> </u> No</p>	<p style="text-align: right;">Water Quality Control Commission</p> <p>Name of Governing Body _____ Priority Rating <u> #13 - FY76 </u></p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances? <u> X </u> Yes <u> </u> No (Attach Documentation)</p>	<p>Name of Agency or Board <u> Colorado Dept. of Health </u></p>
<p>Item 3. Does this assistance request require clearinghouse review (Attach Comments) in accordance with OMB Circular A-95? <u> X </u> Yes <u> </u> No</p>	
<p>Item 4. Does this assistance request require State, local, regional or other planning approval? <u> X </u> Yes <u> </u> No</p>	<p style="text-align: right;">State of Colorado</p> <p>Name of Approving Agency <u> Division of Planning </u> Date <u> July 25, 1976 </u> <u> Colorado West Area Council of Govts. </u> <u> July 6, 1976 </u></p>
<p>Item 5. Is the proposed project covered by an approved comprehensive plan? <u> </u> Yes <u> </u> No</p>	<p>Check one: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of plan _____</p>
<p>Item 6. Will the assistance requested serve a Federal installation? <u> </u> Yes <u> X </u> No</p>	<p>Name of Federal Installation _____ Federal Population benefiting from Project _____</p>
<p>Item 7. Will the assistance requested be on Federal land or installation? <u> </u> Yes <u> X </u> No</p>	<p>Name of Federal Installation _____ Location of Federal Land _____ Percent of Project _____</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment? <u> </u> Yes <u> X </u> No</p>	<p>See instruction for additional information to be provided. See Environmental Assessment in 201 Facilities Plan</p>
<p>Item 9. Has the project for which assistance is requested caused, since January 1, 1971, or will it cause, the displacement of any individual, family, business, or farm? <u> </u> Yes <u> X </u> No</p>	<p>Number of: Individuals _____ Families _____ Businesses _____ Farms _____</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? <u> </u> Yes <u> X </u> No</p>	<p>See instructions for additional information to be provided.</p>

INSTRUCTIONS

PART II -- SECTION A

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 -- Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 -- Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3 -- Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 -- Furnish the name of the approving agency and the approval date.

Item 5 -- Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of

the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 -- Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 -- Show the percentage of the project work that will be conducted on federally owned or leased land. Give the name of the Federal installation and its location.

Item 8 -- Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 -- State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 -- Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

INSTRUCTION

PART II – SECTION B

<p>11. SITES AND IMPROVEMENTS: _____ Not required, _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain, _____ Negotiated purchase, _____ Other means (specify)</p>
<p>12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: _____ Applicant, _____ Agency or institution operating the facility, _____ Other (specify)</p>
<p>13. INDICATE WHETHER APPLICANT/OPERATOR HAS: _____ Fee simple title, _____ Leasehold interest, _____ Other (specify)</p>
<p>14. IF APPLICANT/OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? _____ Yes _____ No c. Current appraised value of land \$ _____ d. Annual rental rate \$ _____</p>
<p>15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL & VALID</p>
<p>16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.</p>
<p>17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.</p>
<p>18. ATTACH PLOT PLAN.</p>
<p>19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, _____ Being prepared, _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %</p>
<p>20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____</p>
<p>21. DESCRIPTION OF FACILITY: _____ Not Required _____ Attached as exhibits Drawings – Attach any drawings which will assist in describing the project. Specifications – Attach copies of completed outline specifications. <i>(If drawings and specifications have not been fully completed, please attach copies or working drawings that have been completed.)</i></p>

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

The basic answers to the questions on this page are not available at this time. These questions will be addressed during the Predesign (Phase I) and Final Design (Phase II) activities.

PART III – BUDGET INFORMATION – CONSTRUCTION			
SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog No.		66.015	Pre-design (Phase I)
2. Functional or Other Breakout		Step II	Final Design (Phase II)
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land structures, right-of-way			
4. Architectural engineering basic fees Phase I - Pre-design		(cost + fixed fee not to exceed)	54,000
5. Other architectural engineering fees Phase II - Final Design (estimate)			426,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			480,000
15. Estimated Income (if applicable)			---
16. Net Project Amount (Line 14 minus 15)			480,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			
20. Federal Share requested of Line 19			360,000
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Line 20 & 21)			360,000
23. Grantee share			120,000
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 480,000

INSTRUCTIONS

PART III

Section A. General

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an overall percentage basis, prepare a separate set of Part III forms for each program or Catalog Number. However, show the total amounts for all programs in Section B of the *basic* application form.
2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

Section B. Calculation of Federal Grant

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 – Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 – Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 – Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 – Enter basic fees for architectural engineering services.

Line 5 – Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 – Enter fees for inspection and audit of construction and related programs.

Line 7 – Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on Line 11.

Line 8 – Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (*Last resort*) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 – Enter the estimated amount of relocation payments to be made to displaced persons, business concerns and non-profit organizations for moving expenses and replacement housing.

Line 10 – Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on

developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 – Enter amounts for the actual construction of, addition to, or restoration of a facility. Also include in this category the amounts of project improvements such as sewers, streets, landscaping and lighting.

Line 12 – Enter amounts for equipment both fixed and movable exclusive of equipment used for construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 – Enter amounts for items not specifically mentioned above.

Line 14 – Enter the sum of Lines 1-13.

Line 15 – Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 – Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 – Enter amounts for those items which are part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 – Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 – Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 – Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 – Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 – Show the total amount of the Federal grant requested.

Line 23 – Show the amount from Section D, Line 27h.

Line 24 – Show the amount from Section D, Line 28c.

Line 25 – Self-explanatory.

SECTION C – EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	120,000
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL – Grantee share	120,000
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 120,000

SECTION E – REMARKS

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INSTRUCTIONS

PART III

Section C. Exclusions

Line 26 a-g – Identify and list those costs in Column (1) which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B. Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

Section D. Proposed Method of Financing Non-Federal Share

Line 27 a-g – Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a noncash contribution, explain what this contribution will consist of.

Line 27 h – Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28 a – Show the amount that will be contributed by a State or state agency, *only* if the applicant is *not* a State or state agency. If there is a noncash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28 b – Show the amount that will be contributed from other sources. If there is a noncash contribution, explain what this contribution will consist of under Section E Remarks.

Line 28 c – Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, line 24.

Line 29 – Enter the totals of Line 27h and Line 28c.

Section E. Other Remarks

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV—NARRATIVE STATEMENT

CONSTRUCTION GRANTS FOR WASTEWATER TREATMENT WORKS

Section A. Introduction

Construction of federally financed waste treatment works generally is accomplished in three steps: Step 1 facilities plans and related elements; Step 2 preparation of construction drawings and specifications, and Step 3 fabrication and building of a treatment works. Under special conditions, a project may be funded involving a combination of Steps 2 and 3, providing that facilities planning requirements have been met. An application must be submitted to the State agency for each proposed treatment works. The basic application shall meet the requirements for the project set forth in Section B. Submissions required for subsequent related projects shall be provided in the form of amendments to the basic application. Each such submission shall be submitted through the State agency, must be complete, and must relate to a project for which priority has been determined by the State agency. If any information required has been furnished with an earlier application, the applicant need only incorporate by reference and, if necessary update or revise such information utilizing the previously approved application. Prior to completion of an application applicants should be thoroughly familiar with all EPA grant regulations which apply to this program.

Section B. Application Requirements

1. Project for facilities plan and related elements required to apply for Step 2 grant assistance (*Step 1*). An application for a grant for Step 1 shall include:

- a. A plan of study presenting (i) the proposed planning area; (ii) an identification of the entity or entities that will be conducting the planning; (iii) the nature and scope of the proposed Step 1 project, including a schedule for the completion of specific tasks; and (iv) an itemized description of the estimated costs for the project. (See 40 CFR 35.917).
- b. Proposed subagreements, or an explanation of the intended method of awarding subagreements for performance of any substantial portion of the project work.
- c. Required comments or approvals of relevant State, local, and Federal agencies (*including "clearinghouse" requirements of OMB Circular A95*);

2. Project for preparation of construction drawings and specifications (*Step 2*). An application for a grant or grant amendment for preparation of construction drawings and specifications shall include:

- a. A facilities plan (*including an environmental assessment in accordance with 40 CFR Part 6*) in accordance with 40 CFR 35.917 through 35.917-9.

- b. Satisfactory evidence of compliance with the user charge provisions of 40 CFR 35.925-11 and 35.935-13.
- c. Satisfactory evidence of compliance with the industrial cost recovery provisions of 40 CFR 35.925-12, 35.928, and 35.935-13, if applicable.
- d. A statement regarding availability of the proposed site, if relevant.
- e. Satisfactory evidence of a proposed or existing program for compliance with the Relocation and Land Acquisition Policies Act of 1970 in accordance with 40 CFR 30.403(d) and 40 CFR Part 4, if applicable.
- f. Satisfactory evidence of compliance with other applicable Federal statutory and regulatory requirements (see 40 CFR Part 30, Subpart C).
- g. Proposed subagreements or an explanation of the intended method of awarding subagreements for performance of any substantial portion of the project work.
- h. Required comments or approvals of relevant State, local, and Federal agencies (*including "clearinghouse" requirements of OMB Circular A-95*) if a grant application has not been previously submitted.

3. Project for building and erecting of a treatment works (*Step 3*). An application for a grant or grant amendment for the building and erection of a treatment works shall include (a) the items in paragraph (2) of this section, (b) two sets of the construction drawings and specifications, suitable for bidding purposes, and (c) a schedule for or evidence of compliance with 40 CFR 35.925-10 and 35.935-12 concerning an operation and maintenance program, must have been furnished.

4. Design/Construct Project. An application for a grant or grant amendment for a design/construct project shall include the items in paragraphs (2) and (3) of this section, except that, in lieu of construction drawings and specifications, the proposed performance specifications and other relevant design/construct criteria for the project shall be submitted.

5. Training Facility Project. An application for assistance for construction of a training facility pursuant to Section 109(b) of the Act shall include (a) a statement concerning the suitability of the treatment works facility for training operation and maintenance personnel for treatment works throughout one or more States; (b) a written commitment from the State agency or agencies to carry out at such facility a program of training approved by the Regional Administrator; and (c) an engineering report, including facility design data, cost estimates for design and construction of the facility, and a schedule for completion of design and construction.

PART V
ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including Office of Management and Budget Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
4. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88 352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

U. S. ENVIRONMENTAL PROTECTION AGENCY
COMPLIANCE REPORT
 (Title VI, Civil Rights Act of 1964 and Section 13, Federal
 Water Pollution Control Act, As Amended)

Form Approved
 OMB No. 158-R0034

NOTE: READ INSTRUCTIONS ON REVERSE BEFORE COMPLETING FORM.

I. A. APPLICANT (*Name and State*)
City of Grand Junction, Colorado

B. PROJECT NO.
CO 80337

II. IF ENTIRE POPULATION IN THE APPLICANT'S JURISDICTION IS SERVED NOW BY TREATMENT SYSTEM OR WILL BE UPON COMPLETION OF PROPOSED EPA GRANT PROJECT AND ON-GOING ASSOCIATED CONSTRUCTION, CHECK HERE

III. COMPLETE THE FOLLOWING *ONLY* IF ABOVE BLOCK IS NOT CHECKED
 A. SUBMIT A MAP WHICH DELINEATES THE APPLICANT'S:
 1. GEOGRAPHICAL JURISDICTION FOR PROVISION OF TREATMENT SYSTEM SERVICE;
 2. EXISTING TREATMENT SYSTEM COVERAGE;
 3. CONSTRUCTION PROPOSED UNDER EPA GRANT PROJECT AND ANY ON-GOING ASSOCIATED CONSTRUCTION;
 4. AREAS OF PLANNED FUTURE TREATMENT SYSTEM CONSTRUCTION.
 B. COMPLETE THE TABLE BELOW:

POPULATION CATEGORY	1. PRESENT POPULATION OF APPLICANT	2. POPULATION PRESENTLY SERVED	3. ADDITIONAL POPULATION TO BE SERVED BY THIS PROJECT	4. POPULATION REMAINING TO BE SERVED AFTER THIS PROJECT IS COMPLETED
AMERICAN INDIAN				
CHINESE, FILIPINO, JAPANESE				
NEGRO/BLACK				
SPANISH DESCENT				
WHITE				
OTHER				
TOTAL				

C. GIVE THE SCHEDULE FOR FUTURE CONSTRUCTION BY WHICH TREATMENT SYSTEM SERVICE WILL BE PROVIDED TO ALL INHABITANTS WITHIN APPLICANT'S JURISDICTION.

D. IS ANOTHER FEDERAL AGENCY BEING ASKED TO PROVIDE FINANCIAL ASSISTANCE TO ANY CONSTRUCTION ASSOCIATED WITH THIS PROJECT? YES NO

1. IF "YES" LIST THE OTHER FEDERAL AGENCY(S)

2. DESCRIBE THE ASSOCIATED WORK

IV. **CERTIFICATION**
 I certify that the information given above is true and correct to the best of my knowledge or belief. (A willfully false statement is punishable by law—U.S. Code, Title 18, Section 1001)

A. SIGNATURE OF AUTHORIZED OFFICIAL
James E Patterson

B. TITLE OF AUTHORIZED OFFICIAL
 Director of Public Works

C. DATE
Sept 23, 1976

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

APPROVED DISAPPROVED

DIRECTOR, DIVISION OF CIVIL RIGHTS AND URBAN AFFAIRS

DATE

APPLICANT'S STATEMENT
ON
PLANNING AGENCY REVIEW
APPLICATIONS FOR CONSTRUCTION GRANTS

DATE September 23, 1976

APPLICANT: City of Grand Junction, Colorado

ADDRESS: 250 North 5th Street, Grand Junction, Colorado 81501

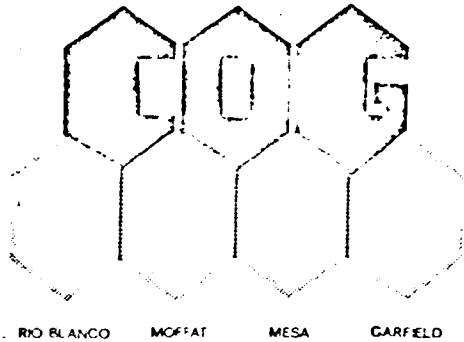
PROJECT DESCRIPTION:

Step II - Predesign and Final Design for Wastewater Treatment
Facilities and Interceptor Sewers.

STATEMENT (Check Applicable):

1. Application is accompanied by comments and recommendations of planning agency which have been considered prior to submission. If the project described above does not conform with the comprehensive plan developed, or in process of development, for the metropolitan area in which it is located, provide explanation on attached sheet.
2. Application is not accompanied by comments and recommendations of planning agency because:
- a. No agency has been designated to perform metropolitan or regional planning for the area in which the project is located, or
- b. The application has lain before an appropriate planning agency for a period of sixty days without comment or recommendations.

James E Patterson
(Signature)
Authorized Representative of Applicant
James E. Patterson
Director of Public Works



COLORADO WEST AREA

council of governments

RIO BLANCO MOFFAT MESA GARFIELD

July 13, 1976

Mr. James E. Patterson, Jr.
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

RE: Project Notification (A-95)

Project: Sewage Treatment Plant, Phase II

Dear Mr. Patterson:

This is to advise you that the Colorado West Area Council of Governments at its regular meeting in Rifle on July 6, 1976 reviewed the above referenced project under the provisions of OMB Circular A-95.

The following action was taken: As this project does not conflict with any plans or programs of the Council of Governments, the project was unanimously passed by the Council.

Sincerely,

John P. Halligan,
Executive Director

xc: Dick Brown

JLS/bl

BOX 351 RIFLE, COLORADO 81650

TELEPHONE 303-625-1723

STATE DEPARTMENT OF HIGHWAYS

JACK KINSTLINGER

EXECUTIVE DIRECTOR

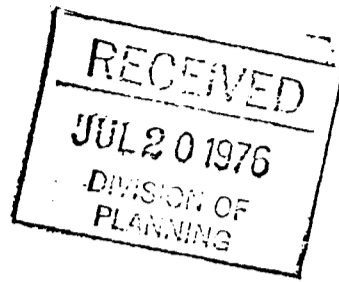
DIVISION OF HIGHWAYS
E. N. HAASE
CHIEF ENGINEER



DISTRICT 3
R. A. PROSENCE
DISTRICT ENGINEER

STATE OF COLORADO
P.O. BOX 2107-606 SO. 9TH ST. • GRAND JUNCTION, COLO. 81501 • (303) 242-2852

July 16, 1976



Mr. James E. Patterson, Jr.
Public Works Department
City of Grand Junction
Fifth & Rood
Grand Junction, CO 81501

Dear Mr. Patterson:

This office has reviewed the application by Grand Junction, Colorado, for construction of the West Sewage Treatment Plant - Phase II (Identifier A-95 #76-503900-001) and offer the following comments.

This Division is vitally concerned with this particular project as it encompasses the same area on which we are presently preparing a Draft Environmental Impact Statement relating to a transportation system for the southwest quadrant of Grand Junction and particularly S.H. 340 on the Redlands. Therefore, detailed crossing areas and collector line locations are of particular importance to us. It will be important to closely coordinate these two projects so that new highway improvements are not completed and immediately torn up during the new sewer line placement or sewer lines located in highway right of way and immediately relocated for highway improvements.

Another area of concern by this Division is the location of the West End Sewage Plant near the intersection of 22 Road/Interstate 70 interchange. Location of the sewer treatment facilities near two major highways will present some esthetic as well as physical problems. Therefore, we would request that sewage plant plans include a vegetative screening plan which would screen the plant facilities and lagoons from the traveling public. This office would expect to participate by reviewing plans for the location of treatment facilities, the plant landscaping plan, and highway crossing details on the Redlands as soon as they are developed.

Very truly yours,

R. A. PROSENCE
DISTRICT ENGINEER

bcc: Phil Tip Schmuck
Capron
Atchison-Reynolds
Prosenca-Leonard

By Laurence R. Abbott
Laurence R. Abbott
District Environmental Manager

LRA/bev

cc: File

STATE PLANNING AND BUDGETING

617 State Services Building

Denver, Colorado 80203

303-892-3317

RICHARD D. LAMM
Governor

ALAN N. CHARNES
Executive Director

DATE: July 20, 1976

SUBJECT: NON-STATE ASSISTANCE

REVIEW AND COMMENTS

TO: City of Grand Junction
Attention: James E. Patterson, Jr.

TO: State Clearinghouse
Division of Planning

Project Title: West Sewage Plant - Phase II

State Identifier: 76-503900-001


Comments due by: July 25, 1976

Yes No Is this project consistent with the goals and objectives of your agency?

Yes No Is there evidence of overlapping or duplication with other agencies?

Yes No Is meeting desired with applicant?

COMMENTS:


Name and Title
Joseph E. F. Garneau, Chief
Central Information Reception Agency



Department of Local Affairs
Colorado Division of Planning

Richard D. Lamm, Governor

Philip H. Schmuck, Director

DATE: June 25, 1976
SUBJECT: NON-STATE ASSISTANCE

NOTIFICATION OF APPLICATION

TO: City of Grand Junction
Attn: James E. Patterson, Jr.

Project Title: West Sewage Plant - Phase II

State Identifier Assigned: A-95 #76-503900-001

Notice/Application Received: June 25, 1976

Date by which comments must be furnished to the applicant: July 25, 1976

Metropolitan/Regional Clearinghouses notified:

Colorado West Council of Governments

Comments requested from the following agencies:

USDA Soil Conservation Service
Colorado Division of Comprehensive Health Planning
Colorado State Planning and Budgeting
Colorado Department of Health
Colorado Department of Highways
Colorado Land Use Commission
Colorado Division of Local Government
Colorado Division of Water Resources
Colorado Water Conservation Board
Colorado Geological Survey


State Clearinghouse

SOC-2, Feb 76

Copy sent to each agency from which comments requested.

506 State Centennial Bldg., 1313 Sherman St.



COLORADO DEPARTMENT OF HEALTH -- DIVISION OF COMPREHENSIVE HEALTH PLANNING

4210 EAST 11TH AVENUE • DENVER, COLORADO 80220 • PHONE 388-6111

Edward G. Dreyfus, M.D., M.P.H., Executive Director

DATE: July 1, 1976
SUBJECT: NON-STATE ASSISTANCE

REVIEW & COMMENTS

TO: City of Grand Junction
Attn: James E. Patterson, Jr.

TO: DIVISION OF PLANNING
DEPARTMENT OF LOCAL AFFAIRS

NON-STATE FUNDS SECTION
OFFICE OF STATE PLANNING & BUDGETING

PROJECT TITLE: West Sewage Plant - Phase II

STATE IDENTIFIER: A-95 #76-503900-001

COMMENTS DUE BY: July 25, 1976

YES NO IS THIS PROJECT CONSISTENT WITH THE GOALS AND OBJECTIVES OF THIS AGENCY?

YES NO IS THERE EVIDENCE OF OVERLAPPING OR DUPLICATION WITH OTHER AGENCIES?

YES NO IS MEETING DESIRED WITH APPLICANT?

YES NO A 15-DAY EXTENSION IS REQUESTED.

COMMENTS:

This project is compatible with the Colorado State Health Plan.

EMMETT G. ZERR, JR., M.P.H.
STATE HEALTH PLANNING DIRECTOR
DIVISION OF COMPREHENSIVE HEALTH PLANNING
EXT. 356

SOc-3, APR 76



Department of Local Affairs Colorado Division of Planning

Richard D. Lamm, Governor

Philip H. Schmuck, Director

DATE: July 25, 1976

SUBJECT: NON-STATE ASSISTANCE

State I.D. No. A-95 #76-503900-001

SIGNOFF LETTER

TO: City of Grand Junction
Attn: James F. Patterson, Jr.

Comments received from:

USDA Soil Conservation Service
Colorado Division of Comprehensive Health Planning
Colorado State Planning and Budgeting
Colorado Department of Health
Colorado Department of Highways
Colorado Land Use Commission
Colorado Division of Water Resources
Colorado Water Conservation Board
Colorado Geological Survey

The State Clearinghouse has reviewed the notification and comments pertaining to: West Sewage Plant - Phase II

As a result, it has been determined that:

The proposed project is in accord with plans, programs and objectives of this State as of this date. Appended are comments from the Colorado Land Use Commission, Colorado Department of Health, and the Colorado Department of Highways for consideration.

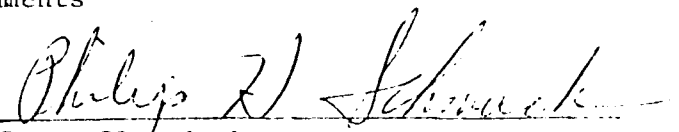
The following should be considered:

(A copy) (Copies) of comments that are at variance with our position (is) (are) attached.

A copy of this form must be attached to your application or submitted to the funding agency if the application has been forwarded already.

cc: Environmental Protection Agency
Colorado West Area Council of Governments

Attachments (3)


State Clearinghouse
Philip H. Schmuck, Director

SOC-4, Feb. 76

520 State Centennial Bldg., 1313 Sherman St., Denver, CO 80203



STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR
OFFICE OF
COLORADO LAND USE COMMISSION
Sherman Street
Denver, Colorado 80203
(303) 892-2775

July 9, 1976

Mr. Phil Schmuck, Director
Division of Planning
Room 506, 1313 Sherman Street
Denver, CO 80203

RE: West Sewage Plant - Phase II
A-95 #76-503900-001

Dear Phil:

From the material included with the above referenced notification of application, it is apparent that this constitutes a major extension of an existing sewage treatment system as defined by H.B. 1041 (1974). As such the City of Grand Junction would be well-advised to investigate the impacts and ramifications of the extension. Should they so desire, H.B. 1041 (1974) can be used to address those impacts.

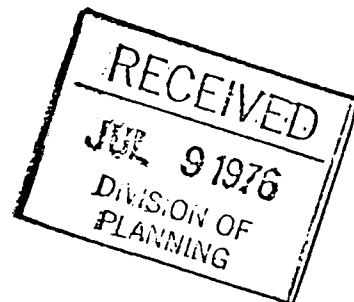
The Colorado Land Use Commission has developed model regulations for use by local governments which address this kind of activity. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Dave".

Dave Bucknam
Senior Planner

DB/mad





COLORADO DEPARTMENT OF HEALTH

4210 EAST 11TH AVENUE • DENVER, COLORADO 80220 • PHONE 388-6111

~~Edward G. Dreyfus~~, M.D., M.P.H. Executive Director

DATE : July 23, 1976

SUBJECT: NON-STATE ASSISTANCE

R E V I E W A N D C O M M E N T S

TO : (Applicant) City of Grand Junction, 250 N. 5th Street, Grand Junction, CO 81501

Attn: James E. Patterson, Jr.

TO : Non-State Funds Section
Office of State Planning and Budgeting

Project Title: West Sewage Treatment Plant and Interceptors

State Identifier: 76-503900-001

Comments due by: July 25, 1976

Yes No Is this project consistent with the goals and objectives of your agency?

Yes No Is there evidence of overlapping or duplication with other agencies?

Yes No Is meeting desired with applicant?

Yes No A 15-day extension is requested.

COMMENTS: The Radiological Health Division reminds the applicant the proposed project is subject to 30-28-133 C.R.S. 1973, requiring a gamma radiation survey prior to construction. Please contact M. L. Hanrahan, Colorado Department of Health.

The Air Pollution Control Division reminds the applicant the project is subject to Air Pollution Control Commission Regulations #2 (emission of malodorous compounds). Contact A. C. Bishard, Colorado Department of Health.

The Water Quality Control Division endorses the request for funding this project as recommended in the 201 plan for the area.

(continued on reverse)

- State Clearinghouse (Colo. Div. of Planning)
- Bob Siek
- John O'Neal
- Ron Schuyler
- Dick Bowman

KWW/mb

Name and Title
Kenneth W. Webb, P.E., Chief
Water Quality Management Planning Section

AGREEMENT
WITH THE
CITY OF GRAND JUNCTION, COLORADO
FOR
STEP II - DESIGN SERVICES
WASTEWATER TREATMENT FACILITIES AND INTERCEPTOR SEWERS

THIS AGREEMENT, made the 23 day of September, 1976 by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter called the "City"; and HENNINGSON, DURHAM & RICHARDSON, INC. OF COLORADO, also known as HDR, hereinafter called the "Engineer";

WHEREAS, the City intends to proceed with Step II Design services to implementing the basic solutions as outlined in the 201 Facilities Plan relating to wastewater treatment facility needs in the Grand Junction/ Mesa County urbanizing areas, and

WHEREAS, the Step II Design services should be accomplished in two phases, namely: Predesign followed by Final Design as described hereinafter, and

WHEREAS, the Engineer is a Consulting Engineer experienced in sanitary engineering and is familiar with the wastewater problems and needs of the City and urbanizing areas and required work based on previous work in the Grand Junction area;

NOW THEREFORE, the City and the Engineer for the considerations hereinafter named, agree as follows:

ARTICLE I - SCOPE OF WORK

Phase I - Predesign Services

Predesign services shall include additional studies related to sizing, process selection, evaluation, cost effectiveness determinations, and updating of costs (construction and operational). More specifically the Predesign Services shall include the following:

1. Studies of current growth (population and waste load projections) related to final determination of initial phase of wastewater treatment facility capacity.
2. Development of plant site master plan which will plan for present and future treatment units.
3. Finalize treatment facility design criteria.

4. Perform additional technical cost effective studies, and social and environmental evaluations of land application of secondary effluents versus a mechanical treatment process as described in the Facility Plan. The land application evaluation will include such items of study as:

- Land Application Methods
- Land Suitability
- Salinity Considerations
- Site Evaluations
- Treatment prior to land application
- Land Area required for:
 - a. Treatment
 - b. Storage
 - c. Buffer Zone
 - d. Distribution
- Land Use Compatibility
- Public Acceptance

5. Finalize design criteria for all sewers, force main and pump station sizes/capacities and locations prior to final design.
6. Update all construction and operational cost estimates.
7. Perform additional studies and cost comparisons of sludge handling schemes. Consider centralized sludge handling rather than continued sludge processing at existing plant and additional sludge processing facilities at new treatment site. Study ultimate sludge disposal methods.

The engineer will prepare a predesign report in either bound report form or technical computation and exhibit form suitable for demonstrating the pre-design conclusions.

Phase II - Final Design

Final design services shall include the normal basic A/E design efforts necessary to prepare full and final bid documents (plans and specifications) and detailed cost estimates required for receiving competitive construction bids for all interceptor sewers and waste water treatment facilities.

More specifically, the Design Services shall include the following:

1. Detailed computations, designs, drawings, plans, specifications, and detailed cost estimates.
2. Continuing conferences with the City, during this phase, including progress report meetings.

3. Continued EPA liaison.
4. Detailed field surveys required for design.
5. Selection and sizing of all equipment, process control and materials.
6. Submission of the final plans and specifications to local, state and federal authorities, for approval.
7. Furnishing of six (6) sets of completed plans and specifications to the City, and all sets needed for approvals.

ARTICLE II - COMPENSATION

For all services for the work described in Article I, Phase I - Predesign the Engineer shall receive compensation by a "cost plus a fixed fee method." The fixed fee shall be a lump sum amount of \$5,688. The maximum cost ceiling for the Predesign Services shall not exceed \$54,000 including the fixed fee for the scope of work as defined in Article I. Cost shall be defined as the actual salaries of employees working on the project plus 24% of salaries to cover direct labor overhead plus 94.37% of salaries to cover administrative overhead; plus all actual direct expenses, including printing, travel, sub-contracts with other consultants, etc. (See attached consolidated overhead expense tabulation as prepared by the Treasurer of Henningson, Durham & Richardson, Inc. of Colorado, which substantiates overhead percentages).

Engineer's costs and fixed fee for all Phase I - Predesign services will be billed in partial amounts quarterly, based on work completed. (See Anticipated Payment Schedule that follows this page).

Partial payments will be due within sixty (60) days after date of invoice if not paid, interest at the rate of 8% per annum will be billed from date of invoice.

For all services for the work described under Phase II - Final Design the Engineer shall be paid a lump sum fee payable in partial payments monthly. Following the completion of the Phase I - Predesign Services, when the construction program of interceptor sewers and wastewater treatment facilities is finalized the lump sum fee for Phase II - Final Design Services shall be negotiated between the City and Engineer.

ARTICLE III - EPA REQUIRED PROVISIONS

The attached Appendix C-1 Required Provisions are included as part of this contract and are amended in accordance with the Scope of Work and Compensation paragraphs on pages 1 thru 3.

ANTICIPATED PAYMENT SCHEDULE
 STEP II - WASTEWATER TREATMENT FACILITIES
 AND INTERCEPTOR SEWERS
 GRAND JUNCTION, COLORADO

(Based on receiving Notice to Proceed by November 1, 1976)

<u>Anticipated Date of Payment Request</u>	<u>EPA Funds</u>	<u>Local Funds</u>	<u>Total</u>
January 1, 1977 (Quarterly Invoicing)	\$21,000	\$ 7,000	\$28,000
April 1, 1977 (Quarterly Invoicing)	<u>19,500</u>	<u>6,500</u>	<u>26,000</u>
Predesign Sub-Total	\$40,500	\$13,500	\$54,000
July 1, 1977 (Monthly Invoicing)	\$36,000	\$12,000	\$48,000
August 1, 1977 (Monthly Invoicing)	36,000	12,000	48,000
September 1, 1977 (Monthly Invoicing)	36,000	12,000	48,000
October 1, 1977 (Monthly Invoicing)	36,000	12,000	48,000
November 1, 1977 (Monthly Invoicing)	36,000	12,000	48,000
December 1, 1977 (Monthly Invoicing)	36,000	12,000	48,000
January 1, 1978 (Monthly Invoicing)	36,000	12,000	48,000
February 1, 1978 (Monthly Invoicing)	36,000	12,000	48,000
March 1, 1978 (Monthly Invoicing)	<u>31,500</u>	<u>10,500</u>	<u>42,000</u>
Final Design Sub-Total	\$319,500	\$106,500	\$426,000
Step II Totals	\$360,000	\$120,000	\$480,000

40 CFR PART 35 SUBPART E
APPENDIX C-1 REQUIRED PROVISIONS
CONSULTING ENGINEERING AGREEMENTS

APPENDIX C-1 REQUIRED PROVISIONS—CON-
SULTING ENGINEERING AGREEMENTS

1. General.
2. Responsibility of the Engineer.
3. Scope of Work.
4. Changes.
5. Termination.
6. Remedies.
7. Payment.
8. Project Design.
9. Audit; Access to Records.
10. Price Reduction for Defective Cost or Pricing Data.
11. Subcontracts.
12. Labor Standards.
13. Equal Employment Opportunity.
14. Utilization of Small or Minority Business.
15. Covenant Against Contingent Fees.
16. Gratuities.
17. Patents.
18. Copyrights and Rights in Data.

1. *General.* (a) The Owner and the Engineer agree that the following provisions shall apply to the work to be performed under this agreement and that such provisions shall supersede any conflicting provisions of this agreement.

(b) This agreement is funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor the U.S. Environmental Protection Agency (hereinafter, "EPA") is a party to this agreement. This agreement is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939.

2. *Responsibility of the Engineer.* (a) The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this agreement. The Engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications, reports and other services.

(b) The Engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable EPA requirements.

(c) Approval by the Owner or EPA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of the work. Neither the Owner's nor EPA's review, approval or acceptance of, nor payment for, any of the services shall 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, and the Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner or EPA caused by the Engineer's negligent performance of any of the services furnished under this agreement.

(d) The rights and remedies of the Owner provided for under this agreement are in

addition to any other rights and remedies provided by law.

3. *Scope of work.* Except as may be otherwise specifically limited in this agreement, the services to be rendered by the Engineer shall include all services required to complete the task or step in accordance with applicable EPA regulations (40 CFR Part 35, Subpart E).

4. *Changes.* (a) The Owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Any claim of the Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Engineer of the notification of change unless the Owner grants a further period of time before the date of final payment under this agreement.

(b) No services for which an additional compensation will be charged by the Engineer shall be furnished without the written authorization of the Owner.

5. *Termination.* (a) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: *Provided*, That no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This agreement may be terminated in whole or in part in writing by the Owner for its convenience: *Provided*, That no such termination may be effected unless the Engineer is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(c) If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to the extent of any additional costs occasioned to the Owner by reason of the Engineer's default. If termination for default is effected by the Engineer, or if termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action pursuant to paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this agreement, whether completed or in process.

(e) Upon termination pursuant to paragraphs (a) or (b) above, the Owner may

take over the work and prosecute the same to completion by agreement with another party or otherwise.

(f) If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph (c) of this clause.

(g) The rights and remedies of the Owner and the Engineer provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

6. *Remedies.* (a) Except as may be otherwise provided in this agreement, or as the parties hereto may otherwise agree, all claims, counter-claims, disputes and other matters in question between the owner and the Engineer arising out of or relating to this agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations stated in paragraphs (c) and (d) below. This agreement and any other agreement or consent to arbitrate entered into in accordance therewith as provided below, will be specifically enforceable under the prevailing law of any court having jurisdiction.

(b) Notice of demand for arbitration must be filed in writing with the other party to this Agreement, with the EPA Regional Administrator and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(c) All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counter-claim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

(d) No arbitration arising out of, or relating to, this agreement may include, by consolidation, joinder or in any other manner, any additional party not a party to this agreement.

(e) By written consent signed by all the parties to this agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs (c) and (d) above may be waived in whole or in part as to any claim, counter-claim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counter-claim, dispute or other matter in question will constitute consent to arbitrate any other claim, counter-claim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

(f) The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

7. **Payment.** (a) The Engineer may submit monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the work and services performed by the Engineer under this agreement, and shall be prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the owner.

(b) Upon approval of such payment request by the Owner, payment upon properly certified vouchers shall be made to the Engineer as soon as practicable of ninety percent of the amount as determined above, less all previous payments. *Provided*, however, that if the Owner determines that the work under this agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the Owner, he may at his discretion release to the Engineer such excess amount.

(c) Upon satisfactory completion by the Engineer of the work called for under the terms of this agreement, and upon acceptance of such work by the Owner, the Engineer will be paid the unpaid balance of any money due for such work, including the retained percentages relating to this portion of the work.

(d) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement for such work, or prior settlement upon termination of the agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of this agreement, other than such claims, if any, as may be specifically exempted by the Engineer from the operation of the release in stated amounts to be set forth therein.

8. **Project Design.** (a) In the performance of this agreement, the Engineer shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes, consistent with 40 CFR 35.930-3 and 35.936-13, except to the extent that advanced technology may be utilized pursuant to 40 CFR 35.908.

(b) The Engineer shall not, in the performance of the work called for by this agreement, produce a design or specification such as to require the use of structures, machines, products, materials, construction methods, equipment, or processes which are known by the Engineer to be available only from a sole source, unless such use has been adequately justified in writing by the Engineer as necessary for the minimum needs of the project.

(c) The Engineer shall not, in the performance of the work called for by this agreement, produce a design or specification which would be restrictive in violation of Sec. 204(a)(6) of the Federal Water Pollution Control Act (Pub. L. 92-500). This statute requires that no specification for bids or statement of work may be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal."

(d) The Engineer shall report to the Owner any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.

(e) The Engineer shall not knowingly specify or approve the performance of work at a facility which is in violation of Clean Air or Water standards and which is listed by the Director of the EPA Office of Federal Activities pursuant to 40 CFR Part 15.

9. **Audit; access to records.** (a) The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and 40 CFR 30.605, 30.805, and 35.935-7. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) and a copy of the cost summary submitted to the Owner. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, Owner, and [the State water pollution control agency] or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Engineer will provide proper facilities for such access and inspection.

(b) The Engineer agrees to include paragraphs (a) through (e) of this clause in all his contracts and all tier subcontracts directly related to project performance which are in excess of \$10,000.

(c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(d) The Engineer agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs (a) and (b) above, to any of the agencies referred to in paragraph (a) above. Where the audit concerns the Engineer, the auditing agency will afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available during performance on EPA grant work under this agreement and until three years from date of final EPA grant payment for the project. In addition, those records which relate to any "dispute" appeal under an EPA grant agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

10. **Price reduction for defective cost or pricing data.** (The provisions of this clause are required by EPA only if the amount of this agreement exceeds \$100,000.00. The Owner may elect to utilize this clause if the contract amount is \$100,000 or less.)

(a) If the EPA Project Officer determines that any price, including profit negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any significant sum because the Engineer, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data (EPA Form 5700-41), then such price or cost or

profit shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be subject to the "Remedies" clause of this agreement.

(NOTE: Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Architect-Engineer may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Architect-Engineer. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

11. **Subcontracts.** (a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically approved by the Owner during the performance of this agreement. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Owner.

(b) Except as otherwise provided in this agreement, the Engineer may not subcontract services in excess of thirty percent (30%) of the contract price to subcontractors or consultants without prior written approval of the Owner.

12. **Labor standards.** To the extent that this agreement involves "construction" (as defined by the Secretary of Labor), the Engineer agrees that such construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a-276a-7);

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 337-333);

(c) Copeland Anti-Kickback Act (18 U.S.C. 874); and

(d) Executive Order 11246 (Equal Employment Opportunity) and implementing rules, regulations, and relevant orders of the Secretary of Labor or EPA; and the Engineer further agrees that this agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA Form 5720-4) in effect at the time of execution of this agreement.

13. **Equal employment opportunity.** In accordance with EPA policy as expressed in 40 CFR § 30.420-5, the Engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

14. **Utilization of Small and Minority Business.** In accordance with EPA policy as expressed in 40 CFR 35.936-7, the Engineer agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of EPA grant-assisted contracts and subcontracts.

15. **Covenant against contingent fees.** The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such

contingent fee.

16. **Gratuities.** (a) The Owner may, by written notice to the Engineer, terminate the right of the Engineer to proceed under this agreement if it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Engineer, or any agent or representative of the Engineer, to any official or employee of the Owner or of EPA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this agreement: *Provided*, That the existence of the facts upon which the Owner makes such findings shall be in issue and may be reviewed in proceedings pursuant to Clause 6 (Remedies) of this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Engineer as it could pursue in the event of a breach of the contract by the Engineer, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs incurred by the Engineer in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Owner provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this agreement.

17. **Patents.** If this agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this agreement, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 CFR Part 30, including Appendix B of said Part 30. In such case, the Engineer shall report the discovery or invention to EPA directly or through the Owner, and shall otherwise comply with the Owner's responsibilities in accordance with Subpart D of 40 CFR Part 30. The Engineer hereby agrees that the disposition of rights to inventions made under this agreement shall be in accordance with the terms and conditions of aforementioned Appendix B. The Engineer shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.

18. **Copyrights and rights in data.** (a) The Engineer agrees that any plans, drawings, specifications, computer programs, technical reports, operating manuals, or other "Subject Data" (as defined in Appendix C to 40 CFR Part 30) are subject to the rights in the United States, as set forth in said Appendix C, including the right to use, duplicate and disclose, such manuals, etc., in whole or in part, in any manner for any purpose whatsoever, and have others do so. For purposes of this article, "grantee" as used in said Appendix C shall refer to the Engineer. If the material is copyrightable, the Engineer may copyright such, as permitted by said Appendix C, and subject to the rights in the Government as set forth in Appendix C, but the Owner and the Federal Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part, and to authorize others to do so. The Engineer shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts expected to produce copyrightable "Subject Data."

(b) All such "Subject Data" furnished by the Engineer pursuant to this agreement are

instruments of his services, in respect of the project. It is understood that they are not intended or represented to be suitable for reuse on any other project. Any reuse by the Owner without specific written verification or adaptation by the Engineer will be at the risk of the Owner and without liability or legal exposure to Engineer. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.

ARTICLE IV - SERVICES TO BE PERFORMED BY THE CITY

The following items of service are not included in the Engineer's services and shall be provided by the City:

1. Authorized access to enter on private property if needed.
2. Legal descriptions and drawings for right-of-way and easement procurement. Procurement of all land ownership information, right-of-way easements, and land value determinations.
3. Laboratory analysis of sewage wastes as may be determined necessary.
4. Soils testing and analysis for final design - Phase II.
5. City will provide Engineer with plans and specifications of existing plants including operations data and analysis of existing plant performance.

ACCEPTANCE

This proposal is hereby accepted:

CITY OF GRAND JUNCTION, COLORADO

By James E. Patterson

Date Sept 23, 1976

Attest: Theresa S. Martinez
Deputy City Clerk

HENNINGSON, DURHAM & RICHARDSON, INC.
OF COLORADO

Attest: Karl D. Henrichsen
Karl D. Henrichsen
Vice-President and Secretary

By W. A. Bredar
W. A. Bredar
Executive Vice-President

Date September 23, 1976

HENNINGSON, DURHAM & RICHARDSON INC.
OF COLORADO

Consolidated Overhead Expenses
5/31/75

	<u>% of Payroll</u>
Promotion	--
Conferences	.37
Travel (Commercial)	2.92
Travel (Company-owned vehicles)	11.59
Subscriptions	.11
Dues	.79
Donations	--
Professional Cards	.17
Employee Relations	.63
Renderings	1.11
Equipment Rental	1.80
Building Rental	9.13
Taxes, Other	2.18
Office Supplies	2.40
Drafting	1.60
Repairs & Maintenance	.23
Postage	.87
Telephone	3.62
Depreciation & Amortization	2.35
Printing	.27
Indirect Salaries	37.25
Bad Debts	--
Building Expense	--
Insurance	--
Professional Services	.04
Computer Supplies	--
Miscellaneous	.31
Other G & A	8.95
State Income Tax	<u>5.68</u>
	94.37
Payroll Taxes	7.00
Group Insurance	1.00
Retirement	5.00
Sick Leave	2.00
Vacation	6.00
Holiday	<u>3.00</u>
	24.00

118.37

By: Robert Jerabek
Treasurer

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

Form Approved
 OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE City of Grand Junction, Colorado		2. GRANT NUMBER CO 80 337	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Henningson, Durham & Richardson, Inc. of Colorado		4. DATE OF PROPOSAL September 23, 1976	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 310 Capitol Life Center Denver, Colorado 80203 (303) 861-1300		6. TYPE OF SERVICE TO BE FURNISHED Step II - Phase I Predesign Services for Wastewater Treatment Facilities and Interceptor Sewers	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal & Project Manager	200	\$ 17.50	\$ 3,500	
Engineers	640	11.50	7,360	
Technicians	200	8.00	1,600	
Draftsmen	200	5.35	1,070	
Stenographic Personnel	60	5.00	300	
Field Personnel	240	5.25	1,260	
DIRECT LABOR TOTAL:				\$ 15,090
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
Direct Labor Overhead (24.00%)	.24	\$ 15,090	\$ 3,622	
Gen. & Admin. Overhead (94.37%)	.9437	15,090	14,240	
INDIRECT COSTS TOTAL:				\$ 17,862
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$ 960	
(2) PER DIEM			\$ 200	
TRAVEL SUBTOTAL:			\$ 1,160	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
Printing including Draft Report			\$	\$ 1,150
Maps, Photos, etc.				50
EQUIPMENT SUBTOTAL:				1,200
c. SUBCONTRACTS			ESTIMATED COST	
Culp/Wesner/Culp - Consultants			\$ 9,000	
Soils Engineering			4,000	
SUBCONTRACTS SUBTOTAL:			\$ 13,000	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
e. OTHER DIRECT COSTS TOTAL:			\$	\$ 15,360
10. TOTAL ESTIMATED COST				\$ 48,312
11. PROFIT (Fixed Fee)				\$ 5,688
12. TOTAL PRICE NOT TO EXCEED AMOUNT				\$ 54,000

201 BOUNDARY UPDATE

PROPOSAL EVALUATION CRITERIA

<u>Items of evaluation</u>	<u>Max Score</u>	<u>ARIX</u>	<u>NICHOLS</u>	<u>HDR</u>	<u>WW</u>
Qualifications of the Project Team	90	87	78	75	65
Approach to the Project	90	84	85	85	68
Ability to complete the project in the necessary time frame	60	60	60	55	51
Efficiency on similar projects	60	58	50	53	44
Location of the Firm	90	87	87	75	90
Location of the Work Force	90	90	67	75	87
References	120	114	107	113	105
TOTAL	600	580	534	531	510
COST PROPOSAL		\$23,902	\$39,692	\$23,283	NA

It is the unanimous recommendation of the selection committee that the City Council award a contract to Arix to complete the project for the amount of \$23,902 as the highest ranked and most qualified firm responding.

RESPECTFULLY SUMMITTED

Bob Engelke

Ed Carpenter

Mark Eckert

Jim Patterson

Ken Reedy

Henry Fauscne

CITY TREATMENT SEWER

ADDRESS	TYPE	ZONING	LOCATION	STATUS / OCCUPANCY	ACREAGE	TOTAL UNITS	EST. POP.	UNITS YTD TO BE COMPLETED	ADDITIONAL POPULATION
RADISE HILLS	SE	R2	27.50 A.	FULL		400	0		280
FILE # 1	"	"	"	" 100	37	37	116	0	0
FILE # 2	"	"	"	" 100	45	42	134	0	0
FILE # 3	"	"	"	" 100	41	41	131	0	0
FILE # 4	"	"	"	" 95	21	55	144	3	10
SYLINE	SE	R2B	27.14 A.	FULL - 34	15	11	12	7	22
WILLOW BANK 1st ADDITION		R3	27.16 A.	FULL - 50	12	18	50	9	29

PROJECT NAME	TYPE	ZONING	LOCATION	STATUS/ OCCUPANCY	INCREASE	TOTAL UNITS	EST. POP.	UNITS YR TO BE COMPLETED	ADDITIONAL POPULATION
BOOK CLIFF " FILE #1	MF	R4	33. E. 25 33. E. 75	FNL - 0	5	100 48	0	0	280 34
CANDLEWOOD PARK FILE #1	MH	PM	32. D	FNL - 50	92	400 184	209	92	1280 289
CLIFFSIDE	SE	R2	33. E. 25	FNL - 52	12	23	32	11	35 12/25
CALIFORNIA HEIGHTS No. APP.	SF	R2	32. E. 50	FNL - 90	19	21	41	2	6 3/23
AMERON	SE	R2	32.50, E. 25	FNL - 33	4	12	12	8	26
GOSMESA " ADDITION #1	SF	R2	32.50, E. 50	FNL - 108	20	20	64	0	0 3/25
KIMWOOD ESTATES	SF	R4	32.25, E. 50	" - 95	19	20	61	1	3 1/26
LENORA FILE #1	SF	R4	32.50, E. 50 32.50, E. 25	FNL - 22	43	204	141	160	512 4/25
MEADOWOOD	SF	R2	31.25, E.	" - 100	4	4	13	0	38 3/24
MURKIN HEIGHTS	SF	R2	31. E. 50	FNL - 0	6	16	0	16	51 12/25
STRAWBERRY ACRES	SE	R2	31.25, O. 50	POSSIBLE	34	92	0	92	294
VALLEY VILLAGE	SF	RA	32. E. 25	FNL	30	81	0	0	259 1/74
	SF	"	32. E. 25	" 100	13	13	42	0	0
	SF	"	32. E. 25	" 50	7	14	22	7	22 3/25
	SF	"	32. E. 25	" 0	2	6	0	6	19 12/25
	SF	"	32. E. 25	" 0	10	23	0	23	74
IRWIN CURTIS HEIGHTS	SF	R2	32. E.	FNL - 100	12	12	38	0	0
" ADDITION #1	SF	"	32. E.	FNL - 33	12	36	38	29	77

CITY TREATMENT SEWER

NAME	TYPE	ZONING	LOCATION	STATUS / OCCUPANCY	ACREAGE	TOTAL UNITS	EST. POP.	UNITS VCT TO BE COMPLETED	ADDITIONAL POPULATION
THE RIDGES ^{4/3}	INACTIVE	R2	25 J.D.	PRELUED	1200	3200	0	3200	3200
REAR RIDGE ESTATES	SE	R2	2150 E.D.	PRELUED	15	7	0	7	22
SHADY VILLA	1/2 SF / 1/2 MF	R24	2425, 025	PRELUED	5	22	0	5	62
TINA RADO	1/2 MF / 1/2 SF	R2	2225 E.D.	PRELUED	250	925	0	0	2590
FILE #1	"	"	"	PRELUED	30	68	120	0	0
FILE #2	"	"	"	PRELUED	12	32	90	0	0
VISTA VILLA	CU	R2	2315 E.D.	PRELUED	10	50	17	24	57
WILLOW ROSE	SE	R2	2155, 075	PRELUED	20	2	3	1	3
POLAND HEIGHTS	SE	R2	2475, 025	PRELUED	5	7	0	0	0
WEST	1/2 SF / 1/2 MF	R2	2350 E.D.	PRELUED	3	5	6	3	10
GREENWOOD	SE	R2	2152, E.D.	PRELUED	1	3	3	0	0
			23 J.E.	PRELUED	1	4	3	3	10

PRESENT STATUS

		(M.G.D.) *
Plant Capacity		5.80
Present Load (Avg. Daily Flow)		- 4.40
Excess Capacity		<u>1.40</u>
Potential In-City Sewage Increase	1.90	
Sewage Increase from Known Developments Outside City	<u>1.29</u>	
Total	3.19	- <u>3.19</u>
	Overloaded	1.79
	Percent of Capacity	131%

*Design hydraulic capacity is 7.3 M.G.D. Allowance for recirculation and efficiency to meet effluent standards leaves a practical capacity of 5.8 M.G.D. See Page 20 of Facilities Plan, City of Grand Junction, N.H.P.Q. Sept. 2, 1975.

PROJECTED RATE OF INCREASED LOAD
TO SEWAGE PLANT BASED ON RATE OF
GROWTH FOR LAST SIX YEARS

<u>Year</u>	<u>Additional Units</u>	<u>M.G. of Sewage</u>	<u>New Plant Load</u>	<u>% of Capacity</u>
1976	641	.35	4.75	82%
1977	1282	.71	5.11	88%
1978	1923	1.06	5.46	94%
1979	2564	1.41	5.81	100%



April 16, 1980

Mr. James E. Patterson, Jr.
Utilities Director
City of Grand Junction
P. O. Box 968
Grand Junction, CO 81501

Re: Schedules - Grand Junction/Mesa County
Wastewater Program

Dear Jim:

In response to our meeting with the permits section of the Water Quality Control Division, I wanted to summarize the program schedule for the River Road Interceptor Sewer and the Persigo Wash WWTP as follows:

1. River Road Interceptor Sewer
 - a. Begin advertising for construction bids April 18, 1980
 - b. Accept construction bids May 20, 1980
 - c. Start construction approximately July 1980
 - d. Complete construction July 1981

2. Persigo Wash Interim WWTP
 - a. Request Step III Grant from Water Quality Control Commission May 1980
 - b. Begin advertising for construction bids early June 1980
 - c. Accept construction bids early July 1980
 - d. Contract award mid-August 1980
 - e. Start construction September 1980
 - f. Complete construction August 1, 1981

3. Persigo Wash WWTP (complete facility)
 - a. Request Step III Grant August 1980
 - b. Begin advertising for construction bids late September 1980
 - c. Accept construction bids approx October 30, 1980
 - d. Contract award mid-December 1980
 - e. Start construction January 1981
 - f. Plant operational February 1983

Alexandria, Va.
Atlanta
Charlotte
Chicago
Dallas
Denver
Helena
Minneapolis
New Orleans
Norfolk, Va.
Omaha
Pensacola
Phoenix
Santa Barbara
Seattle
Washington, D.C.

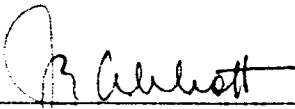
Mr. James E. Patterson, Jr.
City of Grand Junction
April 16, 1980
Page two

The above dates for the Persigo Wash plant are tentative at this time and depend on reviews and approvals by the involved agencies. However, I feel they are reasonable and we intend to strive to meet them.

I hope this information satisfies your needs at this time. After you have the opportunity to review it, I will be available to answer any questions you may have.

Very truly yours,

HENNINGSON, DURHAM & RICHARDSON, INC.
OF COLORADO

By 

J. E. Abbott, P.E.
Vice-President

JEA/jb

cc: R. Schuyler
H. Hornberg
F. Matter

STEP II ENGINEERING FEE BREAKDOWN
GRAND JUNCTION AND MESA COUNTY, COLORADO

PROJECT: Retention Reservoir and Pump Station

<u>Classification</u>	<u>Estimated Manhours</u>	<u>Average Salary Rate</u>	<u>Total Amount</u>
Principal	40	\$19.00	\$ 760
Project Manager	100	\$13.20	1,320
Project Engineer	240	\$12.00	2,880
Civil Engineer	160	\$11.00	1,760
Structural Engineer	120	\$11.75	1,410
Electrical Engineer	120	\$11.50	1,380
Mechanical Engineer	80	\$11.25	900
Architect	80	\$11.20	896
Drafting Technicians	80	\$ 8.50	680
Engineering Technicians	80	\$ 9.00	720
Engineering Draftsmen	400	\$ 6.90	2,760
Architectural Draftsmen	120	\$ 7.00	810
3-Man Survey Crew	40	\$18.50	740
Stenographic	120	\$ 5.75	690
Local Coordinator	120	\$13.05	<u>1,566</u>
Total Direct Labor			\$19,272
Direct Labor Overhead (33.80%)			6,514
Gen. & Admin. Overhead (111.80%)			<u>21,546</u>
			\$47,332
Expenses:			
Air Travel, 2 man-trips @ \$76		\$152	
Auto Travel, 200 mi. @ \$0.17/mi		34	
Per Diem, 2 days @ \$32		64	
Rendering		0	
Printing		100	
Aerial Photography		0	
Photographs		10	
Stakes and Field Supplies		20	
Long Distance Phone		10	
Culp/Wesner/Culp (process consultants)		<u>0</u>	
			<u>390</u>
			\$47,722
Fixed Fee (Profit)			<u>6,278</u>
TOTAL FEE			\$54,000

STEP II ENGINEERING FEE BREAKDOWN
GRAND JUNCTION AND MESA COUNTY, COLORADO

PROJECT: 12.5 MGD Wastewater Treatment Plant

<u>Classification</u>	<u>Estimated Manhours</u>	<u>Average Salary Rate</u>	<u>Total Amount</u>
Principal	600	\$19.00	\$ 11,400
Project Manager	1,440	\$13.20	19,008
Project Engineer	1,920	\$12.00	23,040
Civil Engineers	840	\$11.00	8,800
Structural Engineers	1,200	\$11.75	14,100
Electrical Engineers	1,040	\$11.50	11,960
Mechanical Engineers	1,000	\$11.25	11,250
Architects	1,040	\$11.20	11,648
Drafting Technicians	960	\$ 8.50	8,160
Engineering Technicians	920	\$ 9.00	8,280
Engineering Draftsmen	7,200	\$ 6.90	49,680
Architectural Draftsmen	1,480	\$ 7.00	10,360
3-Man Survey Crew	240	\$18.50	4,440
Stenographic	800	\$ 5.75	4,600
Local Coordinator	480	\$13.05	5,760
Total Direct Labor			\$202,486
Direct Labor Overhead (33.80%)			68,440
Gen. & Admin. Overhead (111.80%)			226,379
			<u>\$497,305</u>
Expenses:			
Air Travel, 30 man-trips @ \$76		\$ 2,280	
Auto Travel, 3,000 mi. @ \$0.17/mi		510	
Per Diem, 30 days @ \$32		960	
Rendering		1,000	
Printing		2,500	
Aerial Photography		500	
Photographs		20	
Stakes and Field Supplies		100	
Long Distance Phone		250	
Culp/Wesner/Culp (process consultants)		<u>15,000</u>	
			<u>23,120</u>
			\$520,425
Fixed Fee (Profit)			<u>75,575</u>
TOTAL FEE			\$596,000

STEP II ENGINEERING FEE SUMMARY
GRAND JUNCTION AND MESA COUNTY, COLORADO
January 23, 1978

<u>Project</u>	<u>Step II Fee</u>
Pre-Design Report and Supplements	\$ 54,000
River Road Interceptor Sewer and Paradise Hills Interceptor Sewer - Phase II	138,600
Independent Avenue Interceptor Sewer	11,400
Wastewater Treatment Plant	596,000
Retention Reservoir and Pump Station	<u>54,000</u>
	\$854,000

GRAND JUNCTION, COLORADOSTEP II ENGINEERING FEE SUMMARY

<u>Project</u>	<u>Estimated Construction Cost</u>	<u>Step II Fee</u>	<u>%</u>
Wastewater Treatment Plant (Predesign and Design)	\$11,876,000	\$650,000	5.473%
Retention Reservoir and Pump Station	871,000	54,000	6.200%
River Road Interceptor Sewer and Paradise Hills Interceptor - Phase II	3,870,700	138,600	3.581%
Independent Avenue Interceptor Sewer	<u>151,800</u>	<u>11,400</u>	<u>7.501%</u>
TOTAL S	\$16,769,500	\$854,000	5.093%

U.S. ENVIRONMENTAL PROTECTION AGENCY
ASSISTANCE AGREEMENT/AMENDMENT

ASSISTANCE IDENTIFICATION NO.

C 0 8 0 3 3 7 2 2 4

CHECK APPLICABLE ITEM(S)		DATE OF AWARD (Obligation date)
COOPERATIVE AGREEMENT		Nov 20 1980
GRANT AGREEMENT		TYPE OF ACTION Increase (Revision) Time Extension
<input checked="" type="checkbox"/> ASSISTANCE AMENDMENT No. 4		
SUBSEQUENT RELATED PROJECTS (WWT)		

PART I-GENERAL INFORMATION

1. ASSISTANCE PROGRAM CONSTRUCTION	2. STATUTE REFERENCE 33 USC1281 et seq.	3. REGULATION REFERENCE 40 CFR Ch1 Sub B
---------------------------------------	--	---

4. RECIPIENT ORGANIZATION

a. NAME City of Grand Junction	c. ADDRESS P.O. Box 968 Grand Junction, Colorado 81501
b. EMPLOYEE I. D. NO. (EIN) 84-6000-592	

5. PROJECT MANAGER (Recipient Contact)

a. NAME Mr. James Patterson	d. ADDRESS P.O. Box 968 Grand Junction, Colorado 81501
b. TITLE Director of Public Works	
c. TELEPHONE NO. (Include Area Code) (303) 243-2633	

6. PROJECT OFFICER (EPA Contact)

a. NAME William H. Hornberg, P.E.	d. ADDRESS Office of Public Facilities & Grants Environmental Protection Agency Region VIII 1860 Lincoln Street, Suite 103 Denver, Colorado 80295
b. TITLE Director, Office of Pub. Facilities & Grants	
c. TELEPHONE NO. (Include Area Code) (303) 837-3961	

7a. PROJECT TITLE/DESCRIPTION Step 2 design - Phase I Predesign services for West Wastewater Treatment Facilities and Interceptor Sewers. Phase II - Final design for West Reservoir and Pump Station. Also the following sewers: Goat Wash Interceptor, Pump Station and River Crossing; Tiaro Rado Interceptor; Independent Avenue Interceptor; (cont'd pg. 4)

7b. ENTER APPLICABLE ITEMS FOR STEP 3 & 2/3 (WWT)				7c. PROJECT STEP (WWT)	
TREATMENT LEVEL I		TYPE PROJECT		IS THERE ANY INDUSTRIAL FLOW?	YES NO
TREATMENT PROCESS I		SLUDGE DESIGN I			
					2

8. DURATION

PROJECT PERIOD (Dates) November 15, 1976 - June 30, 1981	BUDGET PERIOD (Dates) November 15, 1976 - June 30, 1981
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9. DOLLAR AMOUNTS

TOTAL PROJECT COSTS	\$1,222,400.00	EPA AWARD AMOUNT (In-Kind Amt. -0-)	\$916,800.00
TOTAL ELIGIBLE COSTS (WWT)	\$1,222,400.00	UNEXPENDED PRIOR YR. BAL. (EPA Funds)	-0-
TOTAL BUDGET PERIOD COSTS	\$1,222,400.00	THIS ACTION (This obligation amount)	+ \$46,800.00

10. ACCOUNTING DATA

APPROPRIATION	DOC CONTROL NO.	ACCOUNT NO.	OBJ. CLASS	AMOUNT CHARGED
58X0103.C	C00334	EG7X021001	41. 41.11 41.	+\$46,800.00

11. PAYMENT METHOD <input type="checkbox"/> ADVANCES (% of award) <input checked="" type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> OTHER	12. PAYEE (Name and mailing address, include ZIP Code.) City of Grand Junction P.O. Box 968 Grand Junction, Colorado 81501
SEND PAYMENT REQUEST TO Office of Public Facilities & Grants	

TABLE A - PROJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		
2. FRINGÉ BENEFITS		
3. TRAVEL		
4. EQUIPMENT		
5. SUPPLIES		
6. CONTRACTUAL		
7. CONSTRUCTION		
8. OTHER		
9. TOTAL DIRECT CHARGES		
10. INDIRECT COSTS: RATE _____ % BASE		
11. TOTAL (Share: Recipient _____ % Federal _____ %)		
12. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12. TOTAL (Share: Recipient _____ % Federal _____ %)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		\$ 8,500.00
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		1,198,400.00
5. OTHER ARCHITECTURAL ENGINEERING FEES		15,500.00
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		1,222,400.00
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Lines 14 minus 15)		1,222,400.00
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient <u>25</u> % Federal <u>75</u> %)		1,222,400.00
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$ 916,800.00

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS:

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

Payment Schedule

Payment may be requested as often as monthly for costs incurred. However, they may not exceed 85 percent of the grant amount. Once the 85 percent amount is reached, only one additional payment may be requested. That payment may be requested when the grantee is notified that the plans and specifications have been approved or are approvable.

Grantee should review grant conditions to assure that payment is authorized. Grantee should include supporting invoices with the Outlay Report and Request for Reimbursement.

b. SPECIAL CONDITIONS (Continued)

(cont'd pg. 1, 7a.) River Road Interceptor, Paradise Hills Phase II Interceptor Amendment No. 3 is for design of interim treatment facility, development of user charge system and design change due to Valve Engineering Study; Amendment No. 4 is to cover design revision for the Goat Wash Interceptor and Paradise Hills Interceptor and design revisions for the Regional plant due to the valve engineering analysis.

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the City of Grand Junction

for 75 % of all approved costs incurred up to and not exceeding \$ 916,800.00

for the support of approved budget period effort described in application (including all application modifications)

Application for Federal Assistance 9/23/76 included herein by reference.

ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Grants Administration Branch Office of Public Facilities and Grants Environmental Protection Agency Region VIII 1860 Lincoln Street, Suite 103 Denver, Colorado 80295	ORGANIZATION/ADDRESS Office of the Regional Administrator Environmental Protection Agency Region VIII 1850 Lincoln Street, Suite 103 Denver, Colorado 80295

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL <i>James H. Hornberg</i>	TYPED NAME AND TITLE William H. Hornberg, P.E. Director, Office of Public Facilities & Grants	DATE 09/20/80
---	---	------------------

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE Mr. James Patterson, Dir. Public Works	DATE JAN 14, 1981
-----------	--	----------------------

PRELIMINARY CONSTRUCTION COST
AND ENGINEERING STEP II (DESIGN) FEE ANALYSIS
WASTEWATER TREATMENT FACILITIES AND
INTERCEPTOR SEWERS
GRAND JUNCTION, COLORADO
SEPTEMBER 21, 1976

<u>Project</u>	<u>Facility Plan Const. Cost Estimates</u> <small>9/21/75</small>	<u>Escalation of Facility Plan Construction Cost Est. to February 1978</u>
Interceptor Sewers:		
1. River Road	\$1,103,700	\$1,380,000
2. Goat Wash	103,500	130,000
3. Tiara Road	61,000	77,000
4. Paradise Hills - Phase II	128,750	161,000
5. Red Canyon River Crossing	265,400	332,000
6. Goat Wash River Crossing	225,500	282,000
7. Panorama River Crossing	262,950	329,000
8. Independent Ave. Sewer	---	159,000
Sub-total	\$2,150,950	\$2,850,000
West Plant Treatment Facility	<u>3,180,000</u> *	<u>5,470,000</u>
TOTAL	\$5,330,950	\$8,320,000 + eng. cost + land

Preliminary Analysis for Establishing Step II Design Fees:

	<u>Predesign</u>	<u>Final Design*</u>	<u>Total*</u>
Sewers, Pump Stations and Force Mains	\$18,000	\$130,000	\$148,000
West Treatment Facility	<u>36,000</u>	<u>296,000</u>	<u>332,000</u>
	\$54,000	\$426,000*	\$480,000*

*Estimated at this time. Subject to final negotiation upon completion of the Phase I - Predesign Report.

*EPA AIR 74 = 194.5
CWC 1974 = 800
AIR 75 = 250.3*

*250.3 = 1250.5
10 11/2 = 1.33 74.3 = 19.3% AIR
70 74 + 72%*

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested
 Yes No

Date
Dec. 10, 1979

To: (From:) John Tasker From: (To:) Jim Patterson

Listed below are our sewer contracts and the status of each:

Description	Contract Amount	Total Payments Through 1979	Grant Funds	Additional Payments Due	Additional Grant Funds
Interim Plant Study	12,000.00	10,385.46	-0-	-0-	
Step II Goat Wash & Tiara Rado	72,000.00 ✓	54,000.00	40,500.00	18,000.00	13,500.00
Step II Persigo Wash	692,000.00	325,240.00	243,930.00	366,760.00	275,070.00
Step II River Road Paradise Hills	138,600.00	133,056.00	99,792.00	5,544.00	4,158.00
Step II Predesign	54,000.00	54,000.00	40,500.00	-0-	-0-
Value Engineering	94,000.00	47,000.00	35,250.00	47,000.00	35,250.00
Goat Wash & Tiara Rado ROW Survey	16,000.00	13,771.88	-0-	2,228.12	-0-
* Historical Survey	5,030.92	5,030.92	3,773.19	-0-	-0-
Plant Survey	1,600.00 ✓	1,600.00	1,200.00	-0-	-0-
River Road & Paradise Hills ROW Survey	6,000.00	2,613.00	-0-	-0-	-0-
Plant & Interceptor Soils Survey	10,000.00	9,288.05	6,966.04	-0-	-0-
Step II Independent Ave.	11,400.00	8,550.00	6,412.50	2,850.00	2,137.50
Step II Interim Plant	46,000.00	5,520.00	4,140.00	40,480.00	30,360.00
UCS-ICR & Use Ordinances	28,000.00	2,069.94	1,552.45	25,930.06	19,447.55
Totals	1,186,630.92	672,125.25	481,016.18	142,032.18	104,853.05



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII
1860 LINCOLN STREET
DENVER, COLORADO 80295

Ref: 8W-GA

92 FEB 1980

Mr. James E. Patterson
Director of Public Works
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

Re: Federal Sewage Works Grant
C080337-22 (Step 2)
Grand Junction, Colorado

Dear Mr. Patterson:

Enclosed are three copies of Grant Amendment No. 3 increasing your grant by \$87,000.00 from \$783,000.00 to \$870,000.00. This increase has been approved by the Colorado Department of Health and this office.

This increase covers the cost of design of the interim treatment facility, development of a user charge system and design changes due to the Value Engineering Study.

The revised project costs, project and budget period extension, and revised payment schedule are also included in the amendment.

The extension is an administrative action and does not relieve the City of Grand Junction of its responsibilities under its NPDES permit.

Please sign and date all copies of the amendment, retain one copy for your file, and return by certified mail within three weeks, the original and one copy to our Office of Public Facilities and Grants through the Colorado Department of Health.

Sincerely yours,

William H. Hornberg, P. E.
Director
Office of Public Facilities
and Grants
Water Division

Enclosures

cc: Ron Schuyler
Henningson, Durham & Richardson, Engineers

U.S. ENVIRONMENTAL PROTECTION AGENCY
GRANT AGREEMENT/AMENDMENT

GRANT IDENTIFICATION NO.

C 0 8 0 3 3 7 2 2 3

CHECK APPLICABLE ITEM(S)		DATE OF AWARD (Obligation date)
GRANT AGREEMENT		FEB 5 1980
X	GRANT AMENDMENT No. 3	TYPE OF ACTION Increase (revision)
	SUBSEQUENT RELATED PROJECT (WWT)	Time extension

PART I-GENERAL INFORMATION

1. GRANT PROGRAM Construction	2. STATUTE REFERENCE 33 USC 1281 et seq	3. REGULATION REFERENCE 40 CFR Ch1 Sub B
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4. GRANTEE ORGANIZATION	
a. NAME City of Grand Junction	c. ADDRESS 250 North Fifth Street P. O. Box 968 Grand Junction, Colorado 81501
b. EMPLOYER I.D. NO. (EIN) 84-6000-592	

5. PROJECT MANAGER (Grantee Contact)	
a. NAME James E. Patterson	d. ADDRESS 250 North Fifth Street P. O. Box 968 Grand Junction, Colorado 81501
b. TITLE Director of Public Works	
c. TELEPHONE NO. (Include Area Code) (303) 243-2633	

6. PROJECT OFFICER (EPA Contact)	
a. NAME William H. Hornberg, P. E.	d. ADDRESS Office of Public Facilities & Grants Environmental Protection Agency, Reg.VIII 1860 Lincoln Street, Suite 103 Denver, Colorado 80295
b. TITLE Director, Office of Public Facilities and Grants	
c. TELEPHONE NO. (Include Area Code) (303) 837-3961	

7. PROJECT TITLE AND DESCRIPTION Step 2 design - Phase I Predesign services for West Waste- water Treatment Facilities and Interceptor sewers. Phase II - Final design for West Wastewater Treatment Facilities including Value Engineering Services and retention reservoir and pump station. Also the following sewers: Goat Wash Interceptor, Pump Station and River Crossing; Tiaro Rado Interceptor; Independent Avenue Inter- ceptor; River Road Interceptor; Paradise Hills Phase II Interceptor Amendment No. 3 is for design of interim treatment facility, development of user charge system, and design changes due to Value Engineering Study.	PROJECT STEP (WWT) 2
---	-------------------------

8. DURATION	
PROJECT PERIOD (Dates) November 15, 1976 - December 31, 1980	BUDGET PERIOD (Dates) November 15, 1976 - December 31, 1980

9. DOLLAR AMOUNTS	
TOTAL PROJECT COSTS 1,160,000.00	EPA GRANT AMOUNT (In-Kind Amt. 0) 870,000.00
TOTAL ELIGIBLE COSTS (WWT) 1,160,000.00	UNEXPENDED PRIOR YR. BAL. (EPA Funds) -0-
TOTAL BUDGET PERIOD COSTS 1,160,000.00	THIS ACTION (This obligation amount) +87,000.00

10. ACCOUNTING DATA				
APPROPRIATION	DOC CONTROL NO.	ACCOUNT NO.	OBJ CLASS	AMOUNT CHARGED
68X0103.B	C00278	BG7H081001	41. 11	+ \$84,508.00
68X0103.2	C00298	BG7A081001	41. 11	+ 2,492.00
			41.	

11. PAYMENT METHOD <input type="checkbox"/> ADVANCES (___ % of award) <input checked="" type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> OTHER _____	12. PAYEE (Name and mailing address. Include ZIP Code) City of Grand Junction 250 North Fifth Street P. O. Box 968 Grand Junction, Colorado 81501
SEND PAYMENT REQUEST TO Office of Public Facilities & Grants	

PART II-APPROVED BUDGET

TABLE A - OBJECT CLASS CATEGORY (Non-construction)	TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL (Share: Grantee _____ % Federal _____ %)	
12. TOTAL APPROVED GRANT AMOUNT	\$
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10. TOTAL (Share: Grantee _____ % Federal _____ %)	
11. TOTAL APPROVED GRANT AMOUNT	\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)	
1. ADMINISTRATION EXPENSE	8,500.00
2. PRELIMINARY EXPENSE	
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	1,136,000.00
5. OTHER ARCHITECTURAL ENGINEERING FEES	15,500.00
6. PROJECT INSPECTION FEES	
7. LAND DEVELOPMENT	
8. RELOCATION EXPENSES	
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	
12. EQUIPMENT	
13. MISCELLANEOUS	
14. TOTAL (Lines 1 thru 13)	1,160,000.00
15. ESTIMATED INCOME (If applicable)	-0-
16. NET PROJECT AMOUNT (Line 14 minus 15)	1,160,000.00
17. LESS: INELIGIBLE EXCLUSIONS	-0-
18. ADD: CONTINGENCIES	-0-
19. TOTAL (Share: Grantee <u>25</u> % Federal <u>75</u> %)	1,160,000.00
20. TOTAL APPROVED GRANT AMOUNT	\$ 870,000.00

PART III - GRANT CONDITIONS

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

Payment Schedule

The Grantee shall be paid on a reimbursable basis for the Federal share of allowable costs within the scope of the approved project. Reimbursement may be requested in accordance with the following schedule provided all activities in each task have been completed and the amount requested does not exceed the amount shown. The grantee should include copies of paid invoices with the Outlay Report and Request for Reimbursement. Grantee shall certify that all activities in the task for which payment is being requested have been completed.

- | | |
|---|--------------|
| 1. Previous Payments | \$366,344.00 |
| 2. Monthly payments not to exceed | 437,781.00 |
| 3. Upon receipt of EPA approval of the plans and specifications | 65,875.00 |

Previous Payments	\$366,344.00
2nd Qtr FY 1980	150,000.00
3rd Qtr FY 1980	150,000.00
4th Qtr FY 1980	137,781.00
1st Qtr FY 1981	65,875.00

b. SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the automatic withdrawal of the grant offer by the Agency. Any change to the Grant Agreement by the grantee subsequent to the document being signed by the EPA Grant Award Official which the Grant Award Official determines to materially alter the Grant Agreement shall void the Grant Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant/amendment to the City of Grand Junction for 75 % of all approved costs incurred up to and not exceeding \$ 870,000.00 for the support of approved budget period effort described in application (including all application modifications) Application for Federal Assistance 9/23/76 included herein by reference.

ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION ADDRESS Grants Admin. Branch Office of Public Facilities & Grants Environmental Protection Agency, Reg.VIII 1860 Lincoln Street, Suite 103 Denver, Colorado 80295	ORGANIZATION/ADDRESS Office of Regional Administrator Environmental Protection Agency, Reg.VIII 1860 Lincoln Street, Suite 103 Denver, Colorado 80295

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL <i>William H. Hornberg</i>	TYPED NAME AND TITLE William H. Hornberg, P.E. Director, Office of Public Facilities & Grants	DATE FEB 5 1980
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This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION

SIGNATURE <i>James E. Patterson</i>	TYPED NAME AND TITLE James E. Patterson Director of Public Works	DATE FEB 13 1980
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