

NOV 26 1976

OMB Approval No. 29-R0218

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	a. NUMBER C 080337-22	3. STATE APPLICATION IDENTIFIER	a. NUMBER 76-503900-001
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input type="checkbox"/> APPLICATION <input type="checkbox"/> NOTIFICATION OF INTENT (Opt.) <input checked="" type="checkbox"/> REPORT OF FEDERAL ACTION <small>(Mark appropriate box)</small>		b. DATE 19 76 09 23 <small>Year month day</small>		b. DATE ASSIGNED 19 76 07 25 <small>Year month day</small>	
4. LEGAL APPLICANT/RECIPIENT		5. FEDERAL EMPLOYER IDENTIFICATION NO.		6. PRO-GRAM <small>(From Federal Catalog)</small>	
a. Applicant Name : City of Grand Junction		a. NUMBER : 66 • 4118		b. TITLE : Construction Grants for Wastewater Treatment Works	
b. Organization Unit : NA		c. Street/P.O. Box : 250 North 5th St., P.O. Box 968		8. TYPE OF APPLICANT/RECIPIENT A-State H-Community Action Agency B-Interstate I-Higher Educational Institution C-Substate J-Indian Tribe D-District K-Other (Specify): E-City F-School District G-Special Purpose District <small>Enter appropriate letter</small> <input type="checkbox"/> E	
d. City : Grand Junction		e. County : Mesa		9. TYPE OF ASSISTANCE A-Basic Grant D-Insurance B-Supplemental Grant E-Other C-Loan <small>Enter appropriate letter(s)</small> <input type="checkbox"/> A	
f. State : Colorado		g. ZIP Code: 81501		10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) Grand Junction, Mesa, Colorado	
h. Contact Person (Name & telephone No.) : James Patterson (303) 243-2633		7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT Phase 1 - Predesign services for the West Wastewater Treatment Facilities and interceptor sewers. Phase 2 - Final design for the West Wastewater Treatment Facilities and interceptor sewers. (Step 2)		11. ESTIMATED NUMBER OF PERSONS BENEFITING 26,000	
12. TYPE OF APPLICATION A-New C-Revision E-Augmentation B-Renewal D-Continuation <small>Enter appropriate letter</small> <input type="checkbox"/> D		13. PROPOSED FUNDING		14. CONGRESSIONAL DISTRICTS OF:	
a. FEDERAL \$ 360,000 .00		a. APPLICANT 04		b. PROJECT 04	
b. APPLICANT 120,000 .00		16. PROJECT START DATE 19 76 11 15		17. PROJECT DURATION 5 Months	
c. STATE .00		18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY 19 N/A		15. TYPE OF CHANGE (For 12c or 12e) A-Increase Dollars F-Other (Specify): Award B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation <small>Enter appropriate letter(s)</small> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> F	
d. LOCAL .00		19. EXISTING FEDERAL IDENTIFICATION NUMBER C 080337-22		20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) Environmental Protection Agency, Denver, Colorado 80295	
e. OTHER .00		21. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No NA		22. THE APPLICANT CERTIFIES THAT	
f. TOTAL \$ 480,000 .00		a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: (1) Colorado State Division of Planning <input type="checkbox"/> <input checked="" type="checkbox"/> (2) Colorado West Area Council of Govt's <input type="checkbox"/> <input checked="" type="checkbox"/> (3) <input type="checkbox"/> <input type="checkbox"/>	
23. CERTIFYING REPRESENTATIVE James Patterson Director, Public Works		b. SIGNATURE		c. DATE SIGNED 19 76 09 23	
24. AGENCY NAME Environmental Protection Agency		25. APPLICATION RECEIVED 1976 09 27		26. ORGANIZATIONAL UNIT Region VIII	
27. ADMINISTRATIVE OFFICE Office of Grants		28. FEDERAL APPLICATION IDENTIFICATION NA		29. ADDRESS 1860 Lincoln Street, Suite 900, Denver, Colorado 80295	
30. FEDERAL GRANT IDENTIFICATION C 080337-22		31. ACTION TAKEN <input checked="" type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		32. FUNDING a. FEDERAL \$ 360,000 .00 b. APPLICANT 120,000 .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ 480,000 .00	
33. ACTION DATE 19 76 11 08		34. STARTING DATE 19 76 11 15		35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Alfred R. Vigil (303) 837-2224	
36. ENDING DATE 19 NA		37. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		38. FEDERAL AGENCY A-95 ACTION a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made. b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.) Alfred R. Vigil (303)-837-2224	

SECTION I-APPLICANT/RECIPIENT DATA

SECTION II-CERTIFICATION

SECTION III-FEDERAL AGENCY ACTION

GENERAL INSTRUCTIONS

This is a multi-purpose standard form. First, it will be used by applicants as a required facesheet for pre-applications and applications submitted in accordance with Federal Management Circular 74-7. Second, it will be used by Federal agencies to report to Clearinghouses on major actions taken on applications reviewed by clearinghouses in accordance with OMB Circular A-95. Third, it will be used by Federal agencies to notify States of grants-in-aid awarded in accordance with Treasury Circular 1082. Fourth, it may be used, on an optional basis, as a notification of intent from applicants to clearinghouses, as an early initial notice that Federal assistance is to be applied for (clearinghouse procedures will govern).

APPLICANT PROCEDURES FOR SECTION I

Applicant will complete all items in Section I. If an item is not applicable, write "NA". If additional space is needed, insert an asterisk "*", and use the remarks section on the back of the form. An explanation follows for each item:

- | <i>Item</i> | <i>Item</i> |
|---|--|
| <p>1. Mark appropriate box. Pre-application and application guidance is in FMC 74-7 and Federal agency program instructions. Notification of intent guidance is in Circular A-95 and procedures from clearinghouse. Applicant will not use "Report of Federal Action" box.</p> | <p>D. Insurance. Self explanatory.
E. Other. Explain on remarks page.</p> |
| <p>2a. Applicant's own control number, if desired.</p> | <p>10. Governmental unit where significant and meaningful impact could be observed. List only largest unit or units affected, such as State, county, or city. If entire unit affected, list it rather than subunits.</p> |
| <p>2b. Date Section I is prepared.</p> | <p>11. Estimated number of persons directly benefiting from project.</p> |
| <p>3a. Number assigned by State clearinghouse, or if delegated by State, by areawide clearinghouse. All requests to Federal agencies must contain this identifier if the program is covered by Circular A-95 and required by applicable State/areawide clearinghouse procedures. If in doubt, consult your clearinghouse.</p> | <p>12. Use appropriate code letter. Definitions are:</p> |
| <p>3b. Date applicant notified of clearinghouse identifier.</p> | <p>A. New. A submittal for the first time for a new project.</p> |
| <p>4a-4h. Legal name of applicant/recipient, name of primary organizational unit which will undertake the assistance activity, complete address of applicant, and name and telephone number of person who can provide further information about this request.</p> | <p>B. Renewal. An extension for an additional funding/budget period for a project having no projected completion date, but for which Federal support must be renewed each year.</p> |
| <p>5. Employer identification number of applicant as assigned by Internal Revenue Service.</p> | <p>C. Revision. A modification to project nature or scope which may result in funding change (increase or decrease).</p> |
| <p>6a. Use Catalog of Federal Domestic Assistance number assigned to program under which assistance is requested. If more than one program (e.g., joint-funding) write "multiple" and explain in remarks. If unknown, cite Public Law or U.S. Code.</p> | <p>D. Continuation. An extension for an additional funding/budget period for a project the agency initially agreed to fund for a definite number of years.</p> |
| <p>6b. Program title from Federal Catalog. Abbreviate if necessary.</p> | <p>E. Augmentation. A requirement for additional funds for a project previously awarded funds in the same funding/budget period. Project nature and scope unchanged.</p> |
| <p>7. Brief title and appropriate description of project. For notification of intent, continue in remarks section if necessary to convey proper description.</p> | <p>13. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions will be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation), indicate only the amount of the change. For decreases enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in remarks. For multiple program funding, use totals and show program breakouts in remarks. Item definitions: 13a, amount requested from Federal Government; 13b, amount applicant will contribute; 13c, amount from State, if applicant is not a State; 13d, amount from local government, if applicant is not a local government; 13e, amount from any other sources, explain in remarks.</p> |
| <p>8. Mostly self-explanatory. "City" includes town, township or other municipality.</p> | <p>14a. Self explanatory.</p> |
| <p>9. Check the type(s) of assistance requested. The definitions of the terms are:</p> <p>A. Basic Grant. An original request for Federal funds. This would not include any contribution provided under a supplemental grant.</p> <p>B. Supplemental Grant. A request to increase a basic grant in certain cases where the eligible applicant cannot supply the required matching share of the basic Federal program (e.g., grants awarded by the Appalachian Regional Commission to provide the applicant a matching share).</p> <p>C. Loan. Self explanatory.</p> | <p>14b. The district(s) where most of actual work will be accomplished. If city-wide or State-wide, covering several districts, write "city-wide" or "State-wide."</p> |
| | <p>15. Complete only for revisions (item 12c), or augmentations (item 12e).</p> |

2-003

U.S. ENVIRONMENTAL PROTECTION AGENCY				GRANT IDENTIFICATION NO.									
GRANT AGREEMENT/AMENDMENT				C	0	8	0	3	3	7	2	2	C
CHECK APPLICABLE ITEM(S)				DATE OF AWARD (Obligation date)									
GRANT AGREEMENT				NOV 8 1976									
GRANT AMENDMENT				TYPE OF ACTION									
<input checked="" type="checkbox"/> SUBSEQUENT RELATED PROJECT (WWT)				Continuation									
PART I-GENERAL INFORMATION													
1. GRANT PROGRAM			2. STATUTE REFERENCE				3. REGULATION REFERENCE						
Construction			33 USC 1281 et seq				40 CFR Ch 1 Sub B						
4. GRANTEE ORGANIZATION													
a. NAME						c. ADDRESS							
City of Grand Junction						250 North 5th Street P. O. Box 968 Grand Junction, Colorado 81501							
b. EMPLOYER I.D. NO. (EIN)													
5. PROJECT MANAGER (Grantee Contact)													
a. NAME						d. ADDRESS							
James Patterson						250 North 5th Street P. O. Box 968 Grand Junction, Colorado 81501							
b. TITLE													
Director, Public Works													
c. TELEPHONE NO. (Include Area Code)													
(303) 243-2633													
6. PROJECT OFFICER (EPA Contact)													
a. NAME						d. ADDRESS							
William H. Hornberg						Office of Grants Environmental Protection Agency, Reg. VIII 1860 Lincoln Street, Suite 900 Denver, Colorado 80295							
b. TITLE													
Director													
c. TELEPHONE NO. (Include Area Code)													
(303) 837-3961													
7. PROJECT TITLE AND DESCRIPTION													
Step 2- Design Phase I - Predesign services for the West Wastewater Treatment Facilities and interceptor sewers Phase II- Final design for the West Wastewater Treatment facilities and interceptor sewers											PROJECT STEP (WWT)		
											2		
8. DURATION													
PROJECT PERIOD (Dates)						BUDGET PERIOD (Dates)							
November 15, 1976 - March 31, 1977						November 15, 1976 - March 31, 1977							
9. DOLLAR AMOUNTS													
TOTAL PROJECT COSTS			\$ 480,000.00			EPA GRANT AMOUNT (In-Kind Amt. _____)			\$360,000.00				
TOTAL ELIGIBLE COSTS (WWT)			\$ 480,000.00			UNEXPENDED PRIOR YR. BAL. (EPA Funds)			-0-				
TOTAL BUDGET PERIOD COSTS			\$ 480,000.00			THIS ACTION (This obligation amount)			\$360,000.00				
10. ACCOUNTING DATA													
APPROPRIATION		DOC CONTROL NO.		ACCOUNT NO.		OBJ CLASS		AMOUNT CHARGED					
68X0103.7		C00126		T 364081001		41. 41.11 41.		\$360,000.00					
11. PAYMENT METHOD						12. PAYEE (Name and mailing address. Include ZIP Code)							
<input type="checkbox"/> ADVANCES (_____ % of award) <input checked="" type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> OTHER _____						City of Grand Junction 250 North 5th Street P. O. Box 968 Grand Junction, Colorado 81501							
SEND PAYMENT REQUEST TO <u>Office of Grants</u>													

City of Grand Junction
C 080337-22

GRANT PAYMENTS

The Applicant shall be paid on a reimbursable basis for the Federal share of allowable costs within the scope of the approved project. Reimbursement should be requested in accordance with the following schedule, provided such requests may not exceed the schedule or grant amount. The Applicant should include copies of paid invoices and contractor's estimates with this payment request.

2nd Quarter FY 77	---	\$ 21,000.00
3rd Quarter FY 77	---	\$ 19,500.00
4th Quarter FY 77	---	\$141,750.00
1st Quarter FY 78	---	\$141,750.00
2nd Quarter FY 78	---	\$ 36,000.00

PART II-APPROVED BUDGET

TABLE A - OBJECT CLASS CATEGORY <i>(Non-construction)</i>		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 <i>(Non-construction)</i>		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10. TOTAL (Share: Grantee _____ % Federal _____ %)		
11. TOTAL APPROVED GRANT AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION <i>(Construction)</i>		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES	Phase I-Predesign	\$ 54,000.00
5. OTHER ARCHITECTURAL ENGINEERING FEES	Phase II-Final design	\$ 426,000.00
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)		\$ 480,000.00
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		\$ 480,000.00
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Grantee <u>25</u> % Federal <u>75</u> %)		\$ 360,000.00
20. TOTAL APPROVED GRANT AMOUNT		\$ 360,000.00

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 the applicable grant provisions of 40 CFR Subchapter B. Specifically, the grantee warrants and represents that it, and its contractors, subcontractors, employees and representatives, will comply with the following General Conditions, the applicable supplemental conditions of 40 CFR Subchapter B, as amended, and any Special Conditions set forth in this grant agreement or any grant amendment.

1. Access. The grantee agrees that it will provide access to the facilities, premises and records related to the project as provided in §§30.605 and 30.805 of 40 CFR Subchapter B.

2. Audit and Records. The grantee agrees that it will maintain an adequate system for financial management, property management and grantee audit in accordance with §§30.800 and 30.810-3, and that it will maintain, preserve and make available to the Government all project records for the purpose of inspection, interim and final audit, and copying as required by §§30.605, 30.805, and 30.820 or 40 CFR Subchapter B.

3. Reports. The grantee agrees to timely file with EPA such reports as are specifically required by the grant agreement or pursuant to 40 CFR Subchapter B, including progress reports (§30.635-1), financial reports (§30.635-3), invention reports (§30.635-4), property reports (§30.635-5), relocation and acquisition reports (§30.635-6) and a final report §30.635-2, and that failure to timely file a report may cause EPA to invoke the remedies provided in 40 CFR 30.430.

4. Grant Changes; Modifications. The grantee agrees that all grant modifications will be accomplished through the provisions of 40 CFR 30.900 through 30.900-4.

5. Requirements Pertaining to Federally Assisted Construction. The grantee agrees that during the performance of the project work it will comply, and that its contractors, subcontractors, employees and representatives will comply, with the requirements pertaining to federally assisted construction identified in 40 CFR 30.415.

6. Suspension.

(a) The grantee agrees that the grant official may, at any time, require the grantee to stop all, or any part, of the work within the scope of the project for which EPA grant assistance was awarded, by a written stop-work order, for a period of not more than forty-five (45) days after the order is delivered to the grantee, and for any further period to which the parties may agree. Any such order shall be specifically identified as a stop-work order issued pursuant to this clause. Upon receipt of such an order, the grantee agrees to forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. This suspension article shall not be applicable to educational institutions or nonprofit research institutions.

(b) The grantee agrees that, within any such suspension period, EPA may either (1) cancel the stop-work order, in full or in part, or (2) initiate action to terminate the grant, in part or in full, as provided in Article 7, below.

(c) If a stop-work order is canceled or if the suspension period or any extension thereof expires, the grantee agrees to promptly resume the previously suspended project work.

(d) An equitable adjustment shall be made in the project period, budget period, or the grant amount, or all of these as appropriate, if:

(1) the stop-work order results in an increase in the time required for, or in the grantee's costs properly allocable to, the performance of any part of the project, and

(2) the grantee asserts a written claim for such adjustment within sixty (60) days after the end of the period of work stoppage, provided that if the Project Officer determines that the circumstances justify such action (for example, if the impact of cost or time factors resulting from a stop-work order could not have been ascertained prior to written submission of the claim), he may receive and act upon any such claim asserted at any time prior to final payment under this grant.

(e) If a stop-work order is not canceled and grant-related project work covered by such order is within the scope of a subsequently-issued termination order, the reasonable costs resulting from the stop-work order shall be allowed in arriving at the termination settlement.

(f) The grantee agrees that costs incurred by the grantee or its contractors, subcontractors or representatives, after a stop-work order is delivered, or within any extension of the suspension period to which the parties may have agreed, with respect to the project work suspended by such order or agreement, which are not authorized by this article or specifically authorized in writing by the Project Officer shall not be allowable costs.

PART III - GRANT CONDITIONS

a GENERAL CONDITIONS (Continued)

7. Termination.

(a) The grantee agrees that the grant award official may, at any time, after written notice and after opportunity for consultation has been afforded to the grantee, terminate the grant, in whole or in part, with the concurrence of appropriate EPA officials, through a written termination notice specifying the effective date of the termination action.

(1) Cause for termination shall include, but not be limited to, default by the grantee or failure by the grantee to comply with grant conditions or terms.

(2) The grantee agrees that, upon such termination, it will return or credit to the United States that portion of grant funds paid or owed to the grantee and allocable to the terminated project work, except such portion as may be required by the grantee to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable.

(3) Whenever feasible, the grant award official and the grantee shall enter into a termination agreement as soon as possible after any such termination action to establish the basis for settlement of grant termination costs and the amount and date of payment of any sums due to either party.

(b) Upon request of the grantee, and if the Project Officer determines with the concurrence of appropriate EPA officials that there is good cause for the termination of all or any portion of the project work for which EPA grant assistance has been awarded, the grant award official and the grantee may enter into a written termination agreement establishing the effective date of the grant and project termination, and the basis for settlement of grant termination costs, and the amount and date of payment of any sums due to either party.

(c) The grantee agrees that it will not unilaterally terminate work on the project for which EPA grant assistance has been awarded, except for good cause. The grantee further agrees:

(1) That it will promptly give written notice to the Project Officer of any complete or partial termination of the project work by the grantee, and

(2) That, if the Project Officer determines with the concurrence of appropriate EPA officials that the grantee has terminated the project work without good cause, the grant award official may annul the grant and all EPA grant funds previously paid or owing to the grantee shall be promptly returned or credited to the United States.

8. Disputes.

(a) Except as otherwise provided by law or regulations, any dispute arising under this grant agreement shall be decided by the Project Officer, who, after concurrence by appropriate EPA officials, shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the grantee. Such a decision of the Project Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the grantee mails or otherwise delivers to the Project Officer a written appeal addressed to the Administrator.

(b) The decision of the Administrator or his duly authorized representative for the determination of such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as to imply bad faith, or not supported by substantial evidence.

(c) In connection with an appeal proceeding under this article, the grantee shall be afforded an opportunity to be heard, to be represented by legal counsel, to offer evidence and testimony in support of any appeal, and to cross-examine Government witnesses and to examine documentation or exhibits offered in evidence by the Government or admitted to the appeal record (subject to the Government's right to offer its own evidence and testimony, to cross-examine the appellant's witnesses, and to examine documentation or exhibits offered in evidence by the appellant or admitted to the appeal record). The appeal shall be determined solely upon the appeal record, in accordance with the applicable provisions of Subpart J of Part 30 of Title 40 CFR.

(d) This "Disputes" article shall not preclude consideration of any question of law in connection with decisions provided for by this article; provided, that nothing in this grant or related regulations shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

9. Notice and Assistance Regarding Patent and Copyright Infringement.

(a) The grantee agrees to report to the Project Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this grant of which the grantee has knowledge.

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the grantee agrees to furnish to the Government, when requested by the Project Officer, all evidence and information in possession of the grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the grantee has agreed to indemnify the Government.

b. SPECIAL CONDITIONS

1. That the Applicant agrees to take measures to control un-ionized ammonia and chlorine discharged in the effluent should the EPA funded study so indicate the need.
2. The grantee and the consulting engineer shall renegotiate Phase II of the sub-agreement to provide for an acceptable method of compensation as provided by 40 CFR 35.937-1. The grantee shall require the consulting engineer to prepare appropriate cost or price data using Cost or Price Summary Format for Subagreements under U.S. EPA Grants, EPA Form 5700-41 to support the consultant's proposed compensation. The grantee shall certify the cost data and shall submit the certified form 5700-41 and the unexecuted subagreement within 45 days prior to initiation of Phase II design work. EPA may at it's option perform a cost analysis of the cost data submitted and the consultants' records. The cost analysis may result in an adjustment to the subagreement costs and the grant amount.
3. That the Applicant will not proceed with Phase II design of the treatment plant until the Colorado Water Quality Control Commission approves the completed portion of Phase I related to the treatment plant.

No grant payments for affected Phase II work shall be made until the conditions have been met. See continuation sheet for payment sched

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, will result in the automatic withdrawal of the grant offer by the Agency. Any amendment to the Grant Agreement by the grantee subsequent to the document being signed by the Award Official 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 to the City of Grand Junction for 75 % of all approved costs incurred up to and not exceeding \$ 360,000.00 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 Grants Environmental Protection Agency, Reg. VIII 1860 Lincoln Street, Suite 900 Denver, Colorado 80295	ORGANIZATION/ADDRESS Office of the Regional Administrator Environmental Protection Agency, Reg. VIII 1860 Lincoln Street, Suite 900 Denver, Colorado 80295

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

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
	John A. Green, Regional Administrator	NOV 8 1976

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 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	TYPED NAME AND TITLE	DATE
	James Patterson, Director, Public Works	NOV 19, 1976



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII
1860 LINCOLN STREET
DENVER COLORADO 80203

Enclosed is a Multipurpose Wastewater Treatment Reimbursement Action form showing (in the block entitled "This Reimb Payment") the amount which you will be receiving from the U.S. Treasury Department as the third reimbursement to which you are entitled under the provisions of Section 206 of the Federal Water Pollution Control Act Amendments of 1972.

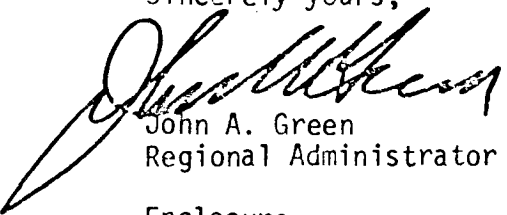
As a result of recent congressional action, funds were made available to further reimburse wastewater treatment works construction grant projects on which construction was initiated between the period from June 30, 1966 to July 1, 1972. To be eligible for reimbursement the grantees were required to submit an application by January 31, 1974. Since your application was received by the required date, your project became eligible for reimbursement. Two reimbursement payments have been processed to date, the first in March 1974 and the second in March 1975. However, because of an insufficient amount of funds, projects only received a portion of the amount to which they were entitled.

The processing of this payment exhausts additional available funding. We have not been advised when or if additional funding will be made available for additional reimbursement payments. If and when additional funding becomes available reimbursements will be processed with no action required on your part.

This payment represents a reimbursement to the grantee for grantee funds used on the project. There are no restrictions on the use of these funds. They may be used for any purpose the grantee desires.

If you have any questions regarding this reimbursement payment, feel free to contact Mr. Alfred R. Vigil at (303) 837-2224.

Sincerely yours,



John A. Green
Regional Administrator

Enclosure