

File  
Mesa Co. GRB  
Form 6-AC-02A

EIAF - #559

DEPARTMENT OR AGENCY NUMBER
CONTRACT ROUTING NUMBER

CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_, by and between the State of Colorado for the use and benefit of the Department of <sup>1</sup> Local Affairs, 1313 Sherman Street, Denver, Colorado hereinafter referred to as the State, and <sup>2</sup> the City of Grand Junction, Colorado hereinafter referred to as the contractor,

WHEREAS, authority exists in the Law and Funds ~~have been budgeted~~, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number \_\_\_\_\_, G/L Account Number \_\_\_\_\_, Contract Encumbrance Number \_\_\_\_\_; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, <sup>3</sup> the State desires to assist state agencies, school districts, local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy resource industries in Colorado; and

WHEREAS, pursuant to 39-29-101 to 114, and 34-63-101 and 102, C.R.S., 1973, as amended, Impact Assistance Funds are created, which are to be administered by the Department of Local Affairs; and

WHEREAS, applications for distributions from the Local Government Severance Tax Fund and the Mineral Impact Fund have been received by the Department of Local Affairs; and

WHEREAS, the Executive Director desires to distribute said funds pursuant to law; and

WHEREAS, the Contractor is an eligible political subdivision to receive energy impact assistance;

NOW THEREFORE, it is hereby agreed that:

1. Area Covered. The Contractor shall perform and accomplish all the necessary work and services provided under this Contract, as described in the attached Exhibit A, which is incorporated herein and made part of this Contract by reference, in connection with and respecting the following area or areas: Mesa County

2. Scope of Services. In consideration for the monies to be received from the State, the Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the State, all work elements as indicated in the "Scope of Services", set forth in the attached Exhibit A, hereinafter referred to as the "Project." Work performed prior to the execution of this Contract shall not be considered part of this Project.

3. Responsible Administrator. The performance of the services required hereunder shall be under the direct supervision of James Patterson, an employee or agent of Contractor, who is hereby designated as the administrator-in-charge of this Project. At any time the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Contractor assigns a mutually acceptable replacement administrator-in-charge and the State receives notification of such replacement assignment.

4. Time of Performance. This Contract shall become effective upon proper execution of this Contract. The Project contemplated herein shall commence as soon as practicable after the execution of this Contract and shall be undertaken and performed in the

sequence set forth in the "Performance Schedule" in the attached Exhibit A. Expenses incurred by the Contractor in association with said Project prior to execution of this Contract shall not be eligible expenditures. The Contractor agrees that time is of the essence in the performance of its obligations under this Contract, and that completion of the Project shall occur no later than the termination date set forth in the Performance Schedule.

5. Compensation and Method of Payment. The State agrees to pay to the Contractor, in consideration for the work and services to be performed, a total amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 - - - - - Dollars (\$ 1,500,000.00 ). The method and time of payment shall be made in accordance with the "Payment Schedule" set forth in Exhibit A.

6. Accounting. At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit A. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State in an amendment to this Contract properly executed and approved pursuant to the State Fiscal Rules. In no event shall the State's total consideration exceed the amount shown in paragraph number five above.

- a. Unless otherwise provided in this Contract, if Exhibit A provides for more than one payment by the State, the initial payment set forth in the Payment Schedule shall be made as soon as practicable after proper execution of this Contract. The Contractor shall initiate all subsequent payment requests by submitting documented proof of proper expenditure of State funds thus far received to a contract monitor designated by the State.
- b. The Contractor shall request the final payment which is the amount withheld by the State until the project is complete, for the Project by submitting to the contract monitor a detailed cost accounting of all State funds received and expended towards completion of the Project. Upon determining to its satisfaction that all funds received by the Contractor have been properly spent towards accomplishment of the Project, the State shall promptly make final payment to the Contractor.
- c. Within ninety (90) days of completion of the Project, the Contractor shall submit to the contract monitor a detailed cost accounting of expenditures of the final payment received from the State. Any State funds not expended in connection with the Project shall be remitted to the State at that time.

7. Audit. The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until five years after the date final payment for this Project is received by the Contractor, provided that the audit is performed at a time convenient to the Contractor and during regular

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

**COLORADO LABOR PREFERENCE**

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

**GENERAL**

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

STATE OF COLORADO  
RICHARD D. LAMM, GOVERNOR

Contractor \_\_\_\_\_ By Paula Herzmark  
EXECUTIVE DIRECTOR.  
 Position MAYOR, CITY OF GRAND JUNCTION DEPARTMENT LOCAL AFFAIRS  
 OF \_\_\_\_\_

\_\_\_\_\_  
 Social Security Number or Employer ID

**APPROVALS**

COLORADO DEPARTMENT OF HEALTH  
 Water Quality Control Division

By \_\_\_\_\_

ATTORNEY GENERAL \_\_\_\_\_ CONTROLLER \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

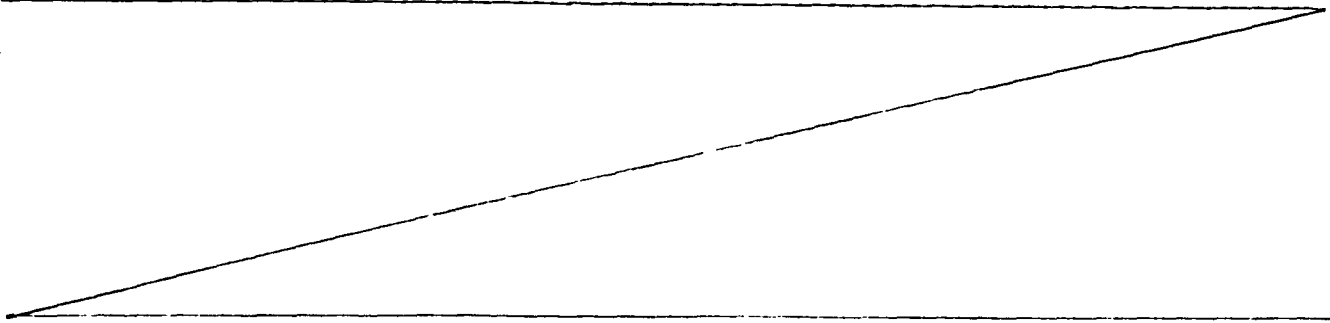


EXHIBIT A

SCOPE OF SERVICES

## 1. Scope of Services

The Project consists of the construction of a 12.5 million gallons-per-day wastewater treatment plant for the City of Grand Junction, the Contractor, exclusive of engineering costs, and generally including such items of work and materials as the following:

- a. Operations building
- b. Headworks structure
- c. Raw sewage pump station
- d. Primary clarifiers
- e. Primary sludge pump station
- f. Aeration basins and control unit
- g. Final clarifiers
- h. Chlorine unit
- i. Chlorine contact basin and plant water pump station
- j. Sulphur dioxide feed equipment
- k. Anaerobic digesters and control unit
- l. Control structures
- m. Site preparation
- n. Site grading and yard piping
- o. Miscellaneous structures
- p. Electrical/Instrumentation system
- q. Flow equalization basin conversion
- r. Piping and valves
- s. Excavation and backfill
- t. Structural reinforced concrete
- u. HVAC and plumbing
- v. Landscape construction/irrigation
- w. Sludge processing unit
- x. Aerobic digesters

The treatment plant will be financed by Environmental Protection Agency funds, Impact Assistance funds, and Contractor funds.

An Environmental Protection Agency grant of \$10,580,346 has been secured by the Contractor. Impact Assistance funds of \$1,500,000 are provided under the terms of this Contract. The Contractor shall be responsible for all other costs associated with the construction of the treatment plant. It is expected the full construction cost of the treatment plant will be \$15,854,000.

The plant has been designed by the engineering firm of Henningson, Durham and Richardson. The construction design has been approved by the Colorado Department of Health, Water Quality Control Division.

A construction contract will be awarded to a qualified construction firm through a competitive selection process with the Contractor being obligated to award the construction contract to the lowest bid meeting the Contractor's specifications.

Impact Assistance funds will be used as the first \$1,500,000 local share of the Project. The Contractor has the option of seeking other loan or grant funds to reduce the Contractor share of the Project budget.

To further assist the Contractor, the State has agreed to issue an initial payment of \$1,000,000 within thirty (30) days of execution of this Contract. The Contractor will place the initial payment in revenue-earning investments and all earnings will be applied to the Project costs. The Contractor has agreed to maintain a segregated sewer fund account for this purpose.

EXHIBIT A

The Colorado Department of Health, Water Quality Control Division, will assist the Department of Local Affairs with monitoring of this Project. The responsibilities of the Water Quality Control Division are stated in the memorandum, "Wastewater Project Monitoring Conditions", which is attached hereto and incorporated by reference herein, and is identified as Exhibit B.

Copies of any and all contracts entered into by the Contractor in order to accomplish this Project will be submitted to the Department of Local Affairs, Office of Impact Assistance, upon execution, and any and all contracts entered into by the Contractor or any of its subcontractors shall comply with all applicable Federal and Colorado State laws and shall be governed by the laws of the State of Colorado notwithstanding provisions therein to the contrary.

2. Time of Performance

The Project will commence upon the date of execution of this Contract.

The Project will end on or before December 31, 1983.

3. Budget

REVENUE		EXPENDITURES	
Impact Assistance Funds	\$ 1,500,000	Construction	\$15,854,000
Contractor Funds	3,773,654		
Environmental Protection Agency Funds	10,580,346		
TOTAL	<u>\$15,854,000</u>	TOTAL	<u>\$15,854,000</u>

4. Payment Schedule

I.	\$1,000,000	Initial payment to be made within thirty (30) days of the date of execution of this Contract.
II.	425,000	In approximately four interim payments reimbursing the Contractor for actual expenditures made in the performance of this Contract. Payments will be based upon properly documented financial and narrative status reports detailing expenditures made to date.
III.	75,000	Final payment to be made upon the completion of the Project. The Contractor will submit a final financial and narrative status report documenting the expenditure of all Impact Assistance funds for which payment has been requested.
	<u>\$1,500,000</u>	TOTAL

All requests for payment after the first payment will be initiated by the Contractor in accordance with the provisions in paragraph 6 of the main body of this Contract and shall be routed to the Department of Local Affairs, Office of Impact Assistance, through

EXHIBIT A

EXHIBIT A

the Grand Junction office of the Colorado Department of Health, Water Quality Control Division. No interim payment or final payment will be issued by the Office of Impact Assistance without the Water Quality Control Division's authorization.

5. Contract Monitoring

The Department of Local Affairs, Office of Impact Assistance, will monitor the Project on an as-needed basis. The Colorado Department of Health, Water Quality Control Division, will assist the Office of Impact Assistance with technical monitoring services.

6. Reporting Schedule

The Contractor will submit financial and narrative status reports detailing Project progress and properly documenting all to-date expenditures of Impact Assistance funds at the time payment requests are made, in accordance with the payment schedule.

EXHIBIT A

Page 3 of 3 pages

Department of Local Affairs - No. 320000

Contract Routing No. \_\_\_\_\_

EXHIBIT B

WASTEWATER PROJECT MONITORING CONDITIONS



EXHIBIT B

WASTEWATER PROJECT MONITORING CONDITIONS

To conduct the monitoring of the project the state has assigned the staff of the Colorado Department of Health Water Quality Control Division. The following steps outline the procedures that will be used to conduct this monitoring. The Contractor agrees to perform, or have performed the necessary tasks mentioned in these items.

- 1) All pre-engineering, designs and project plans and specifications which have been developed for the wastewater project described in Exhibit A of this Contract must be submitted to the Water Quality Control Division staff for their review.
- 2) If not already prepared and submitted, detailed plans and specifications and site applications where applicable, for the project will be prepared by an approved engineering firm and submitted to the Water Quality Control Division staff for review and approval.
- 3) The technological aspects of all project change orders must be approved by the Water Quality Control Division staff in advance and before any construction on change items can commence. Emergency items may be cleared by telephone conversation with Water Quality Control Division staff.
- 4) An arrangement will be made by the Contractor to have daily construction logs available for the local Water Quality Control Division staff representative.
- 5) Payment requests according to the schedule given in Exhibit A of this Contract will be submitted by the Contractor to the Water Quality Control Division staff for basic review and forwarding to the Department of Local Affairs, Office of Impact Assistance, for processing.
- 6) Upon completion of the project the consulting engineer will certify that the project has been completed according to approved drawings and specifications and will arrange with the Water Quality Control Division staff for a final inspection.
- 7) The Water Quality Control Division staff will conduct the arranged final inspection and determine the acceptance of the as-built project.
- 8) As-built drawings of the project will be submitted to the Water Quality Control Division staff for review and filing.
- 9) The Water Quality Control Division will submit a copy of their review and approval of the completed project to the Department of Local Affairs, Office of Impact Assistance, in conjunction with submission of the final payment request.

EXHIBIT B