

GVS93SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	CENTRAL GRAND VALLEY SANITATION DISTRICT
SUBJECT/PROJECT:	PROVIDE DISTRICT WITH SANITARY SEWER TREATMENT SERVICES THROUGH PERSIGO PLANT
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1993
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT is made and entered into effective this 26th day of October, 1993, by and between the CITY OF GRAND JUNCTION, a Municipal Corporation of the State of Colorado, ("City"), and CENTRAL GRAND VALLEY SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado ("District").

WITNESSETH:

WHEREAS, the City and the District entered into an agreement on November 4, 1970, as subsequently amended on March 4, 1980, for the City to provide sanitary sewer treatment services for the effluent from the District customers and said agreement as amended is scheduled to expire in 2010; and

WHEREAS, The District and the City desire to amend the present agreements as set forth herein.

NOW, THEREFORE, in consideration of the premises, and the covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Repair and Maintenance of District Lines. All extensions, repairs, cleaning, replacements and enlargements of the District lines shall be the full responsibility of the District. All new District lines shall be built in accordance with all local, County and State laws and regulations and all such construction shall meet or exceed the standard specifications as adopted from time to time by the City.

2. 201 Sewer Service Charge. The District's customers shall pay to the City as a service charge for transmitting the District's effluent to the City/County Persigo Plant, for treating the District's effluent at the City/County Persigo Plant and for operating the Industrial Pre-treatment program in the District ("201 Service Charge") the sum of \$7.51 per month per equivalent residential unit ("EQU"). The EQU calculation shall be made in accordance with the City Municipal Code as amended from time to time (at present see Section 25-44).

It is expressly agreed by both the City and the District that in the event the City alters the sewer rates, now established by ordinance for inside the City service, or the plant investment fee (tap fee), the amount to be paid by the District to the City for service charges or tap fees thereafter shall be increased (or decreased) by the same dollar amount as the increase (or decrease) in the City's inside rates and tap fees. The City agrees to notify

the District in writing of any such change, and the increase to the District users shall be effective no earlier than the first of the month following said notice.

3. Additional Services. The District may contract with the City for additional services pursuant to the following terms:

a) The City will provide emergency call-out service for sewage blockage at a rate of \$100.00 per hour during normal operating hours (8 AM to 5 PM, Monday through Friday) and \$150.00 per hour for overtime, weekends and holidays. An authorized representative from the District must authorize all call-outs. The District shall identify in writing, from time-to-time, those persons who are so authorized. The minimum monthly charge for emergency call-out service is \$500.00 per month. Any call-out charge shall be applied against the monthly minimum.

b) The District may contract for lift station operation and maintenance. The charge for lift station maintenance for the District's existing system is \$2000.00 per month. This service will include all routine operation and maintenance including electricity and routine repairs. Any cost for any part or piece of equipment which exceeds \$100.00 will be furnished or paid for separately by the District.

The City may amend the rates in paragraphs (a) and (b) above by giving notice on or before September 30 of each year beginning in 1994 for the subsequent year. The District will give written notice to the City no later than October 31 in each year if the District desires to contract with the City for the service identified in either (a) or (b) for the subsequent year. If such written notification is not provided by the District by October 31, then the rate schedule submitted by the City by September 30 and the then existing level of service will continue for the following calendar year.

4. Line Cleaning. The District will contract for routine line cleaning work in the District in accordance with 24-92-101 C.R.S., as it may be amended from time to time. Said bid shall be conducted at least every five (5) years and the City will be given prior written notice of such bidding in order that the City may bid on such work. The District shall award the line cleaning bid to the lowest responsible bidder. The District agrees that specifications for line cleaning will not describe specific equipment to be used but rather will include a specification for specific line cleaning performance.

5. Reaffirmation. Except as specifically modified herein, the remaining terms and conditions of the November 4, 1970 Agreement and the March 4, 1980 Amendment, and the April 9, 1984 Resolution adopting the Industrial Pre-treatment Program shall remain in full force and effect.

DATED the year and day first above written.

CENTRAL GRAND VALLEY SANITATION DISTRICT

BY Royal Collave 10/26/93

CITY OF GRAND JUNCTION

BY [Signature]

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