

Meeting Minutes

Meeting Name: Special BOT Meeting

Meeting Start Time: 5:03 PM MDT

Meeting Start Date: 6/14/2023

Meeting End Time: 6:25 PM MDT

Meeting End Date: 6/14/2023

Meeting Location: Town Hall and Virtual via Zoom

Agenda:

- I. Special Meeting Start Time – 5:03 pm
 - A. Call to Order
 - B. Roll Call: Present: Mayor Roberts and Trustees Bruce, Hamel, Heaton, Horn, Kendall and Woods.
 - C. Action Items
 1. Discussion and Possible Action to Direct Staff to Draft a Short-Term Rental Ordinance. Motion made by Trustee Bruce, seconded by Trustee Horn. Motion passed with all present voting yes in a roll call vote.
 2. Discussion and Possible Action to Approve Triple Point WWTP Equipment Package Purchase Agreement. Motion made by Trustee Hamel, seconded by Trustee Kendall. Trustee Heaton absent (left meeting). Motion passed with all present voting yes in a roll call vote.

Regular Meeting Adjournment – 6:25pm



Mayor

ATTEST



Town Clerk

BOT Meeting Minutes Recording

Date: 06/14/2023

Time Recording

Special Meeting: 5:03pm - 6:25pm

	Bruce	Hamel	Heaton	Horn	Kendall	Woods	Roberts
Roll Call	✓	✓	✓	✓	✓	✓	✓
Action Item - 1	M ✓	✓	✓	S ✓	✓	✓	✓
Action Item - 2	✓	M ✓	ABSENT LEFT MEETING	✓	S ✓	✓	✓

Notes: NOTIFICATION LETTERS (PROTEST PROCESS)

STR IN RESIDENTIAL DISTRICTS

- CURRENT PROTEST PROCESS CREATES DIVISIVENESS.
- NEW THOUGHT PROCESS WOULD REMOVE PROTEST SCENARIO AND CREATE STANDARDS FOR THE PERMIT TO BE REVOKED AFTER IT IS AWARDED ADMINISTRATIVELY.
- NEW NOTIFICATION PROCESS WOULD NOTIFY OF NEW STR AND GIVE CONTACT INFORMATION.

(NEW) SETTING A CAP ON # OF STR.

- SPECIFICALLY IN RESIDENTIAL ZONED AREAS.
- CAP \$ 25% 20% 57 RENTALS 15% 43 RENTALS CURRENTLY AT 120%

(NEW) SETTING A CAP ON # ONE OWNER CAN HAVE.

- 3?

SALES TAX LICENSES

- EACH INDIVIDUAL PROPERTY SHOULD HAVE THEIR OWN SALES TAX LICENSE.
- IF ONLY AIRBNB/VRBO, DON'T NEED SALES TAX LICENSE AS AIRBNB/VRBO SUBMIT ON THEIR BEHALF.

(NEW) CERTIFICATES OF OCCUPANCY

- REQUIRED.

(NEW) FIRE INSPECTIONS FIRE EXTINGUISHERS

- VERIFY SMOKE DETECTORS/CO², EGRESS WINDOWS, BEDROOM OCCUPANCY LIMITS.

- POSSIBLY DECIDE OCCUPANCY BY SQUARE FOOTAGE OF BUILDING.

- OWNER PROVIDE SITE PLAN, FIRE DEPARTMENT USE THAT TO DECIDE OCCUPANCY.

BILL H →

- OCCUPANCY/ REQUIREMENTS ALSO APPLY TO TOWN WYS SYSTEM AND DEMAND PLACED ON IT.

(NEW) LIABILITY INSURANCE

- REQUIRE PROOF.
- NO SET \$ LIMIT, LEFT UP TO HOMEOWNER.

(NEW) CONTACT

- REQUIRED LOCAL PROPERTY CONTACT THAT IS AVAILABLE WITHIN 24 HOURS.

(NEW) ACCESS & PARKING

- WITHIN OUR RIGHTS TO REQUIRE ON PROPERTY PARKING. REQUIRE OFF STREET PARKING.
- SITE PLAN/ PARKING PLAN SUBMITTED. (IN RESIDENTIAL ZONES)
- OTHER RESIDENTS WITH SPACE COULD LEASE PARKING SPACE.
- TRAILERS ON STREET BECOME A PROBLEM FOR PUBLIC WORKS TRYING TO DO ROW WORK.

(NEW) GARBAGE

- IF NO BEAR PROOF CAN AVAILABLE MUST BE STORED INSIDE. VIOLATION WOULD BE A STRIKE AGAINST PERMIT.

(NEW) ADVERTISEMENTS

- TOLC PERMIT #'S LISTED ON LISTING.

* ADDRESS MUST BE CLEARLY VISIBLE ON OUTSIDE OF PROPERTY SO EASILY IDENTIFIABLE.

* ADDRESS PERMIT FEE DURING BUDGET SEASON.



BOT Special Meeting 06/14/23 5:00pm

Town of Lake City

Jun 14, 2023 at 5:00 PM MDT to Jun 14, 2023 at 7:00 PM MDT

230 N. Bluff Street Armory Multi-Purpose Room

Agenda

I. Special Meeting - 5:00pm

A. CALL TO ORDER

B. ROLL CALL

C. ACTION ITEMS

- 1. Discussion and Possible Action to Direct Staff to Draft a Short Term Rental Ordinance**
- 2. Discussion and Possible Action to Approve Triple Point WWTP Equipment Package Purchase Agreement**

The Effects of Short-Term Rentals on the Housing Market and Affordability

As we all know by now, Colorado mountain and destination towns, including the City of Salida, are finding themselves in an affordable housing crisis. Some of these problems that communities are facing stem from the increase of short-term rentals within communities.

The short-term rental (“STR”) issue can be thought of like this: short-term rentals reduce the affordable housing supply by distorting the housing market. In terms of simple conversion, any housing unit that was previously occupied by a city resident but is now listed on one of the rental sites (VRBO, Airbnb, etc.) year-round, is a unit that has been removed from the rental market and instead been added to the community’s supply of hotel rooms. And so long as a property owner or leaseholder can rent out their property cheaper than the price of a hotel room, there is an overpowering incentive to list each unit as a short-term rental rather than rent to local residents.

There are numerous academic studies that show these effects on communities. A study done in Los Angeles showed that a 10% increase in short-term rental listings lead to a 0.42% increase in rents and a 0.76% increase in house prices. Overall, the short-term rental industry has grown by 800% since 2011. Therefore, these studies conclude that if a 10% increase in the number of short-term rental listings led to a 0.42% increase in rents, the actual 800% STR increase since 2011 would be responsible for a 33.6% rent increase over that same period.

A Harvard Law & Policy Review article similarly found that STRs increase rents, incentivize hotelization and reduce the affordable housing stock. This scholarly journal details how short-term rentals increase rents in neighborhoods with a high density of STR listings, and how they lead to a citywide reduction in affordable housing. The article also concluded that Short-Term Rentals are also correlated with gentrification in adjacent neighborhoods. They reduce integration by displacing lower-income tenants, exacerbate racial and socioeconomic inequality, and result in inequitable housing in the community.

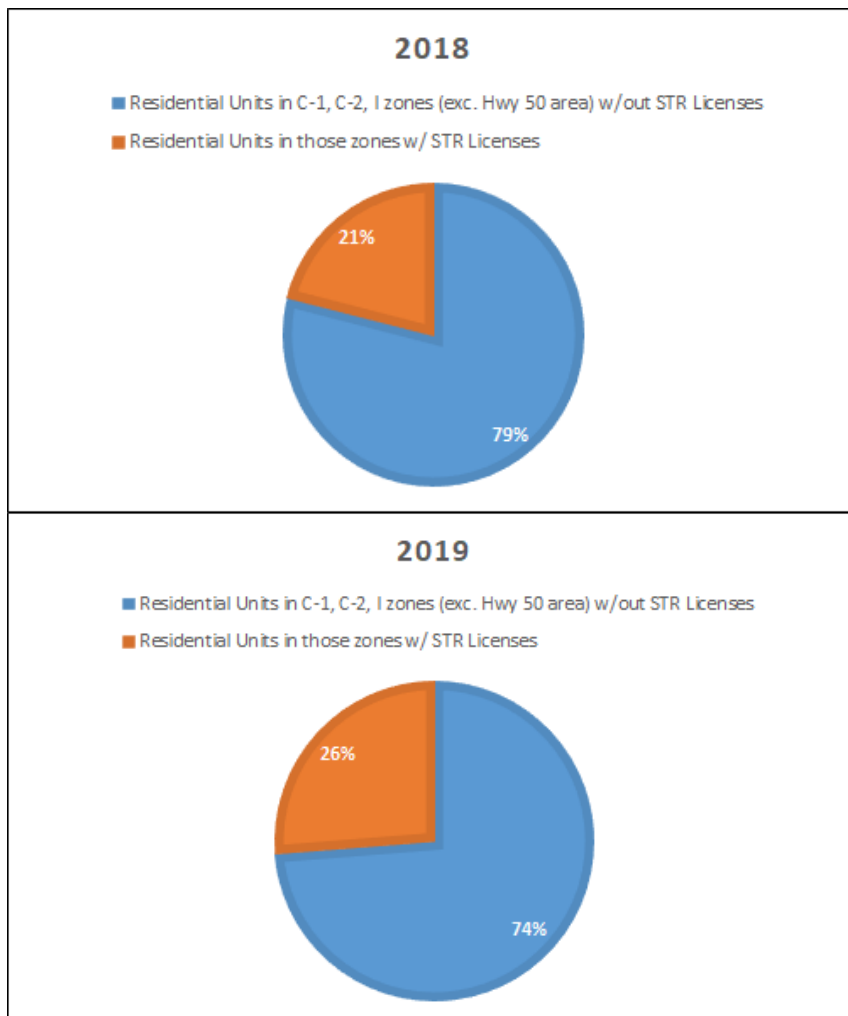
Some Colorado communities have begun looking at the direct impact that short-term rentals are having on affordable housing. For example, the Summit County Housing Needs Update, prepared for the Summit Combined Housing Authority, determined that there is a gap of about 2,400 housing units and it is expected to increase to around 5,100 units in the next few years. More specifically, this study found that there are nearly 10,000 units being listed for short-term rental purposes, which accounts for 50% of the entire vacant housing inventory, and a third of the entire County housing inventory. It concluded that these STRs have absorbed much of the available housing inventory from the long-term rental and ownership market. Finally, the Summit County Housing Needs Update indicated that one of the biggest opportunities to address housing issues included “discouraging short-term rentals”

Finally, the NWCOG (Northwest Council of Governments) prepared a 2021 Mountain Migration Report, entitled “Are COVID Impacts on Housing and Services Here to Stay?” This report concluded many housing changes, and overall impacts on communities, over the 16 months.

This included: the change in housing unit use from long-term to short-term rentals, and owners moving into their short-term rentals, removing them from the rental pool. The study also found that cost was not an issue for many short-and mid-term renters. Additionally, only 50% of the housing unit in the study area were occupied by full-time residents. And, part-time residents (24%) and newcomers (13%) were found much more likely than full-time residents (3%) to lease their homes short-term. The report concludes with various policy recommendations to address these recent impacts to housing and services.

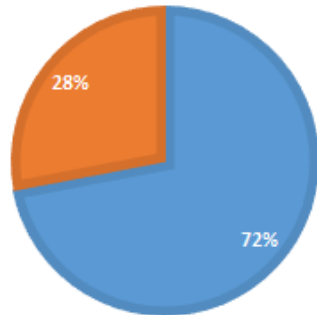
Recent Data in Salida

Below you will find some Salida-specific data regarding the relative percentage of STR licenses for residential units within the C-1, C-2, and Industrial zones, excluding Highway 50 corridor properties (this is because there are only a handful of licenses there, and not many residential units within those Commercial zones). The numbers represented by these pie charts are for those in the general vicinity of Hwy 291/1st Street, and is based off of 400 total residential units. Notably, the relative percentage of STR licenses has been growing over the last few years; up from about 10% in 2016. The final chart shows where those license holders consider to be their primary residence – almost 70% of them are either out of state or outside the area.



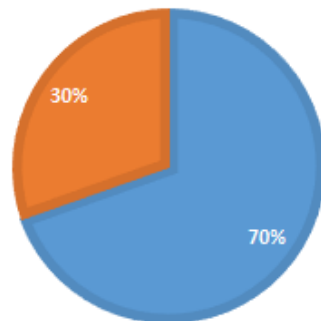
2020

- Residential Units in C-1, C-2, I zones (exc. Hwy 50 area) w/out STR Licenses
- Residential Units in those zones w/ STR Licenses



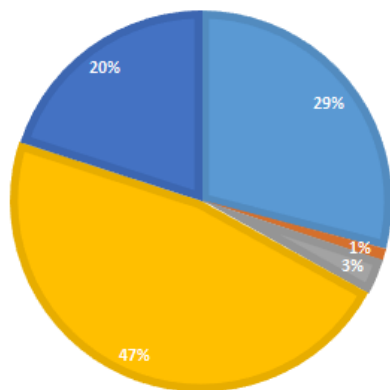
2021

- Residential Units in C-1, C-2, I zones (exc. Hwy 50 area) w/out STR Licenses
- Residential Units in those zones w/ STR Licenses



PRIMARY RESIDENCES OF STR LICENSE HOLDERS

- Salida Address
- Other Chaffee County Address
- Outside Chaffee County but <30 miles
- In-State But >30 miles
- Out-of-State



Resources:

Summit County Study: <https://www.summithousing.us/wp-content/uploads/2020/03/2019-Summit-County-Housing-Needs-Update.pdf>

2021 Mountain Migration Report: <https://www.nwccog.org/wp-content/uploads/2021/06/Mtn-Migration-Report-FINAL.pdf>

Harvard Law & Policy Review article, “How Airbnb Short-Term Rentals Exacerbate Los Angeles’s Affordable Housing Crisis: Analysis and Policy Recommendations”

<http://blogs.ubc.ca/canadianliteratureparkinson/files/2016/06/How-Airbnb-Short-term-rentals-disrupted.pdf>

“Short-term rentals are creating a problem in Colorado ski towns. Is there a solution?”
(Steamboat Springs)

<https://www.steamboatpilot.com/news/short-term-rentals-are-creating-a-problem-in-colorado-ski-towns-is-there-a-solution/>



Short Term Rentals – Small and Large Municipalities

TIFFANY O'CONNELL

TIFFANY KAVANAUGH

CARLI HIBEN

Learning Objective

**UNDERSTANDING SHORT
TERM RENTAL LICENSING
PROGRAMS IN SMALL AND
LARGE MUNICIPALITIES**

Population and Number of Short Term Rentals

Mt. Crested Butte	Telluride	Colorado Springs
Population – 900	Population – 2,100	Population – 500,000
STRs – 685	STRs – 758	STRs – 1,600

Short Term Rental Budget

Mt. Crested Butte	Telluride	Colorado Springs
<p>\$150,000 – This includes software, staffing, mailings, legal fees, etc.</p>	<p>\$12,000 for STR compliance software. Will be increasing to \$25,000 in 2023 with a new company.</p> <p>\$5,600 per year for business licensing software, MUNIREvs</p>	<p>\$140,000 – Staffing (Two Full Time Employees)</p>

Short Term Rental Fees

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Mt. Crested Butte	Telluride	Colorado Springs
<p>\$350 for a new STR application</p> <p>\$300 for a renewal application</p> <p>STR business license - \$10 per person that the unit sleeps</p>	<p>Lodging Establishments: \$132.00 per sleeping room.</p> <p>Accommodation units: \$330.00 base fee plus \$44 per sleeping room.</p> <p>Note: 50% of the short term rental license fees go into our Affordable Housing Fund as of January 1, 2022.</p>	<p>\$119 for a new STR application</p> <p>\$119 for annual renewal application</p> <p>\$20 Sales Tax License if advertising on websites other than AirBnB and Vrbo (AirBnB and Vrbo collect sales tax on the City's behalf)</p>

Short Term Rental Fines

Mt. Crested Butte	Telluride	Colorado Springs
<p>\$200 – If an online listing does not have the correct documentation posted</p> <p>\$1,000 – If a unit is short term renting or advertising without a license</p>	<p>\$250 minimum fine for a first violation;</p> <p>\$500 minimum fine for second violation and suspension of the short-term rental unit business license for six months;</p> <p>\$1,000 minimum fine for third violation and mandatory summons and Municipal Court appearance on the third violation and suspension of the short-term rental unit business license for twelve (12) months.</p>	<p>Re-inspection fees occur after we have issued a notice and order to abate to owner, and then a subsequent failure to comply notice.</p> <p>A first-time offender is subject to \$100.00 re-inspection fees assessed each time we observe noncompliance.</p>

STR Application Requirements

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Mt. Crested Butte

- Proof of Ownership – and if it is in an LLC we need to see the members
- Local Representative that lives within 45 minutes of the property – must supply a driver's license
- Parking plan
- HOA Approval – and HOA must approve parking plan.
- Owner must sign a “Good Neighbor Policy”
- Inspection
- STR Fee and the Pillow Fee/Business License.

Telluride

- Our application requirements are the same as any other business license.
 - An annual renewal application
 - Contact information for an owner representative, who must be on call full-time to manage the STR unit.
 - Business license numbers are required on all advertising of the unit.

Colorado Springs

- Completed Short Term Rental Checklist and Owner Acknowledgment
- Proof of primary residence
- Application fee
- Signed Short Term Rental Affidavit
- Proof of liability insurance
- Proof of listing on hosting platform
- Local representative that lives within one hour of the property
- Total number of bedrooms in unit
- Zone District

STR Inspection Requirements

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Mt. Crested Butte

- Self compliance affidavit
 - Working smoke detector, carbon monoxide detector, fire extinguisher, fire place, etc.
- This year we have also started doing random inspections to ensure these units are still in compliance.
- Property inspection required for all new STRs.

Telluride

- Residential Rental Affidavit at the beginning of the year before a license can be renewed swearing to the number of rentals.
 - Rentals are restricted in residential zone district to no more than three short term rentals per year and a cumulative of 29 days total and three long term rentals.
- We do not have a compliance checklist or any other compliance affidavits.
- Inspections not required.

Colorado Springs

- Inspections are not required
- Self compliance checklist and owner authorization form
 - Interior and exterior safety requirements
 - Permit standards and review criteria
 - Parking, HOA, Good Neighbor Guidelines
- A Code Enforcement Officer will conduct an inspection if a property is found to not be in compliance with the Code

Staffing

Mt. Crested Butte	Telluride	Colorado Springs
<p>1.25 people</p> <ul style="list-style-type: none">• 1 Short Term Rental Officer• 1 Short Term Rental Officer's supervisor.	<p>No dedicated STR staff</p> <ul style="list-style-type: none">• Our business license administrator in the Clerk's Office and our Legal Department collaborate for compliance monitoring.	<p>1 Program Coordinator</p> <p>1 Code Enforcement Officer</p>



Short Term Rentals – Small and Large Municipalities

Questions?

LAKE CITY AREA FIRE PROTECTION DISTRICT

**P.O. Box 574
Lake City, Colorado 81235**

(970)944-2653

May 15, 2023

Att:
Mayor and Town Trustees
Lake City, CO 81235

Re:
Fire & Life Safety for Short Term Residential Vacation Rentals

I would encourage you to require as part of the initial and annual renewal permit process for short term rentals the following requirements:

1. Smoke detectors inside and outside all sleeping areas (*IFC 2015 907.2.11.2*)
2. Carbon monoxide detectors are required at the same places where a carbon based fuel appliance, devices that produce by products of combustion, or where an attached garage exist (*IFC 2015 915.1.1*)
3. One 2A/10BC fire extinguisher (*IFC 2015 906.1*)

Most fire deaths and carbon monoxide poisonings happen in residential housing. The National Fire Protection Association reports that 20% of short term rental properties do not have smoke detectors, 42.5% do not have carbon monoxide detectors and 58% do not have a fire extinguisher.

Lake City is a unique community as there is not a mutual aid fire department less than 55 road miles in either direction. Our first line of defense to keep our citizens, visitors, and firefighters safe is public education and fire code enforcement. If we fall short in this area the last line of defense for our community is eight dedicated volunteer firefighters.

Currently, all other vacation rental lodgings located within the boundaries of the Lake City Area Fire Protection District are inspected annually to check for the presence of working smoke detectors, CO detectors and fire extinguishers. I would recommend the same process for short term residential vacation rentals.

I also support the previously proposed maximum occupant load calculated at two people per bedroom.

Thank you for your consideration and continued commitment to fire and life safety within our community.

Respectfully Submitted,


Bill Hagendorf
District Manager/Fire Marshal
Lake City Area Fire Protection District
lakecityfirechief@gmail.com
210-414-6442



BUILDING DEPARTMENT

Gabe McNeese

311 N. Henson St., Lake City, CO, 81235.

Phone: 970-901-9570, email gabem@hinsdalecountycolorado.us

VRBO Meeting

May 17th, 2023

As the Building Official for both the Town of Lake City and Hinsdale County for the past two years, I have come across several major safety concerns with rental property in both the Town and the County. Fixable safety concerns, for example smoke detectors, or lack thereof, Egress windows in bedrooms, even ran across a two-bedroom basement with a bathroom that didn't even have a window in the entire livable basement. I've come across several decks that the railing was held together with straps and rope with chairs tied down to keep people from falling through the deck. Again, all fixable problems, but people are renting places out that have been pieced together most likely without a permit since the 70's. I can go on and on with what I see on a daily basis, but I hope this gives you some insight on the safety concerns I have on everybody wanting to rent there home out during our summer months which are not safe to rent or to live in.

Sincerely,

Gabe McNeese.

Suggestions for Short Term Rental Requirements

- **Short-Term Rental Permits.** A separate short-term rental permit is required for each short-term rental property and for each apartment unit on a property that is being used as a short-term rental.
- **Sales Tax License.** The property owner or property manager shall provide a current sales tax license for the short-term rental issued by the Colorado Dept. Of Revenue and shall be responsible for remitting County sales tax and lodging tax. If a property manager, Airbnb and/or VRBO are remitting sales tax on behalf of the property owner, then quarterly reports from the property manager, Airbnb and/or VRBO must be submitted by the property owner or property manager to the Town of Lake City. Failure to provide evidence of sales tax remittance shall lead to a violation and possible revocation of the short-term rental permit.
- **Business License.** All short-term rentals, in all zoning districts, shall apply for and annually renew a Town of Lake City business license for each short-term rental property.
- **Certificate of Occupancy:** The property owner shall provide the Town with a copy of the Certificate of Occupancy that was issued by the Hinsdale County Building Department. A short term rental permit will not be issued for a property that does not have a C.O.
- **Insurance.** The property owner shall provide proof of insurance for the short-term rental. The insurance may be in the form of property liability insurance; commercial liability insurance; or an endorsement of the homeowner's policy for coverage of short-term renting activities. Insurance provided by online short-term rental platforms does not qualify.
- **Liability.** The property owner shall be liable for all violations occurring at the short-term rental; the property management firm shall be jointly liable for any violations occurring on any of its professionally managed short-term rentals in the Town.
- **Local 24-Hour Contact.** Each short-term rental shall have a primary and secondary person responsible for managing the short-term rental during any period it is occupied and be able to respond within one hour or less. Contact information for the property owner, or property manager shall be listed on the notice of Short-Term Rental Rules and kept on file at Town Hall. Contact information for the property owner or property manager shall also be clearly posted inside of the short-term rental in a conspicuous location.
- **Short-Term Rental Rules.** Notice of Short-Term Rental Rules Shall be clearly posted in a conspicuous location. This includes, no feeding

wildlife, observing fire restrictions, quiet hours, contact information, etc.

- **Occupancy.** The maximum occupancy of any short-term rental shall be determined by the Fire Department as part of the mandatory fire inspection. No property may be advertised or rented for use by more people than the maximum occupancy advertised. Maximum Occupancy Notice(s) shall be clearly posted.
- **Access and Parking.** Adequate driveway access and off-street parking shall be provided located on the short-term rental property. No on-street parking shall be allowed at any time.
- **Garbage.** The short-term rental shall have bear proof garbage receptacles. No trash or garbage shall be left outside.
- **Safety.** Smoke detectors, carbon monoxide detectors, and fire extinguishers shall be installed and operable, and all wood-burning fireplaces and stoves shall be cleaned on an annual basis.
- **Physical Address.** The physical address shall be posted on the Property, clearly visible and legible from the street.
- **Fire Department Inspections.** All new registrations will be required to pass an inspection prior to short-term renting. Inspections must be scheduled 30 days prior to applying for a short-term rental license. Existing short-term rentals will need to complete and pass an inspection within the first year of this ordinance's effective date. A copy of the fire inspection report including max occupancy limits shall submitted to the Town with the application.
- **Advertisements.** The property owner must display the Town Short-Term Rental Permit number after the name of the rental on all short term rental platforms. I.E. Bear Cabin #12345

The above are typical conditions and the Town at its discretion may develop and publish additional criteria supplementing the above-listed requirements. Short-Term Rental policies will be reviewed annually or more frequently at the discretion of the Board of Trustees. The Short-Term Rental Permit shall be issued upon the approval of the Short-Term Rental Permit Application by the Town Manager. The Town Clerk shall not record the Application until all requirements listed in the Application have been met by the Owner of the Property.

The Knowledge Now series features practical research on timely topics from the Colorado Municipal League.

SHORT-TERM RENTALS: MUNICIPAL BEST PRACTICES IN COLORADO

Short-term rentals (STRs) are residential properties that are rented to a visitor for fewer than 30 days. As the popularity of short-term rental properties continues to grow, the issues they create for municipal governments are growing as well. Municipal officials find themselves dealing with citizens' concerns about residential neighborhood integrity, unfair business competition, housing safety, and availability of affordable housing. Cities and towns are also seeking to collect sales and lodging taxes generated by this new business activity. Municipalities in Colorado and across the nation are handling STR issues in many ways. Austin, Texas, limits STRs to no more than three percent of non-primary residences in any census tract. San Francisco requires an adequate amount of insurance coverage. Portland, Oregon's ordinance states that STR operators must occupy the residence for at least nine months of the year. Santa Monica has created an enforcement department dedicated to policing STRs. A 2015 National League of Cities (NLC) study showed 13 percent of municipalities have adopted ordinances specifically regulating short-term rental properties, five percent have banned the practice, 24 percent are handling STRs through existing business regulations, and 58 percent have not addressed the issue.

Internet platforms have fueled the rapid expansion of STRs from a



service focused on renting spare rooms in private homes to the creation of local businesses which own houses that are used exclusively for short-term rentals. Rental data and analytics firm Airdna estimates that more than 22,000 homes and apartments in Colorado are listed with Airbnb — a leader in the online listing business. The top five municipalities with listings are Denver, Breckenridge, Steamboat Springs, Boulder, and Vail. More than 16,000 Colorado listings are posted on rival VRBO. Thousands more are listed on the many other Internet listing services.

There is no one-size-fits-all answer for municipalities in regulating short-term rentals. Do you limit STRs to a primary residence? Do you cap their numbers in residential zones? Do you enter into an agreement with the Internet listing company to collect and remit taxes?

How do you effectively enforce regulations? The NLC study concludes with sound advice: “As city officials prepare to modify regulations or develop new ordinances or legislation to fit the sharing economy they must balance issues of innovation, economic development, tourism, equity, access, and safety. At the same time, they must be mindful of the processes they put in place to understand these new businesses, engage the right stakeholders, share ideas for new regulations, capture and analyze new data, and develop implementation strategies.”

Cities and towns across Colorado have enacted ordinances that regulate short-term rentals in ways that meet their community's needs. This *Knowledge Now* profiles four different approaches.

SHORT-TERM RENTALS IN BOULDER

By Thomas Carr, Boulder city attorney



On Sept. 29, 2015, Boulder City Council passed ordinance 8050 legalizing and regulating short-term rentals. The ordinance was effective Jan. 4, 2016, contingent on the voters passing a ballot measure extending the city's accommodations tax to short-term rentals. The voters approved a 7.5 percent tax on short-term rentals and the ordinance went into effect.

Boulder's ordinance is based on code provisions regulating properties rented for more than 30 days, which has been in place since the 1990s. The short-term rental code requires a license for all short-term rentals. The rental property must be the owner's principal residence. The address must appear on the owner's voter registration, auto registration or as the address at which the owner's children are registered for school. The owner must be a natural person and the owner's name must appear on the deed for the property.

On Dec. 6, the city council will be considering an amendment to allow short-term rental of properties held in a living trust. The property must



have smoke and carbon monoxide detectors, but the life safety inspections required for long-term rentals are waived for all short-term rentals except those in accessory units. All advertisements must include the short-term rental license number. A property can only have one short-term rental license. If there is an accessory unit on the property, either the main

residence or the accessory unit may have a license, but not both.

Occupancy is limited to either three or four unrelated persons depending on the zoning. A group of related persons is counted as one person. Short-term rentals are not permitted in affordable housing units. Accessory units may only be rented as short-term rentals for 120 days in any calendar year.

BRECKENRIDGE: A PIONEER IN SHORT-TERM RENTALS

By Leslie Fischer, Breckenridge accounting services manager

Short-term rentals (STR) are nothing new to the Town of Breckenridge. The Town has historically embraced and thrived with the widespread practice of STRs since boarding houses in the 1850s and their revival in popularity with the opening of the ski area in 1961.

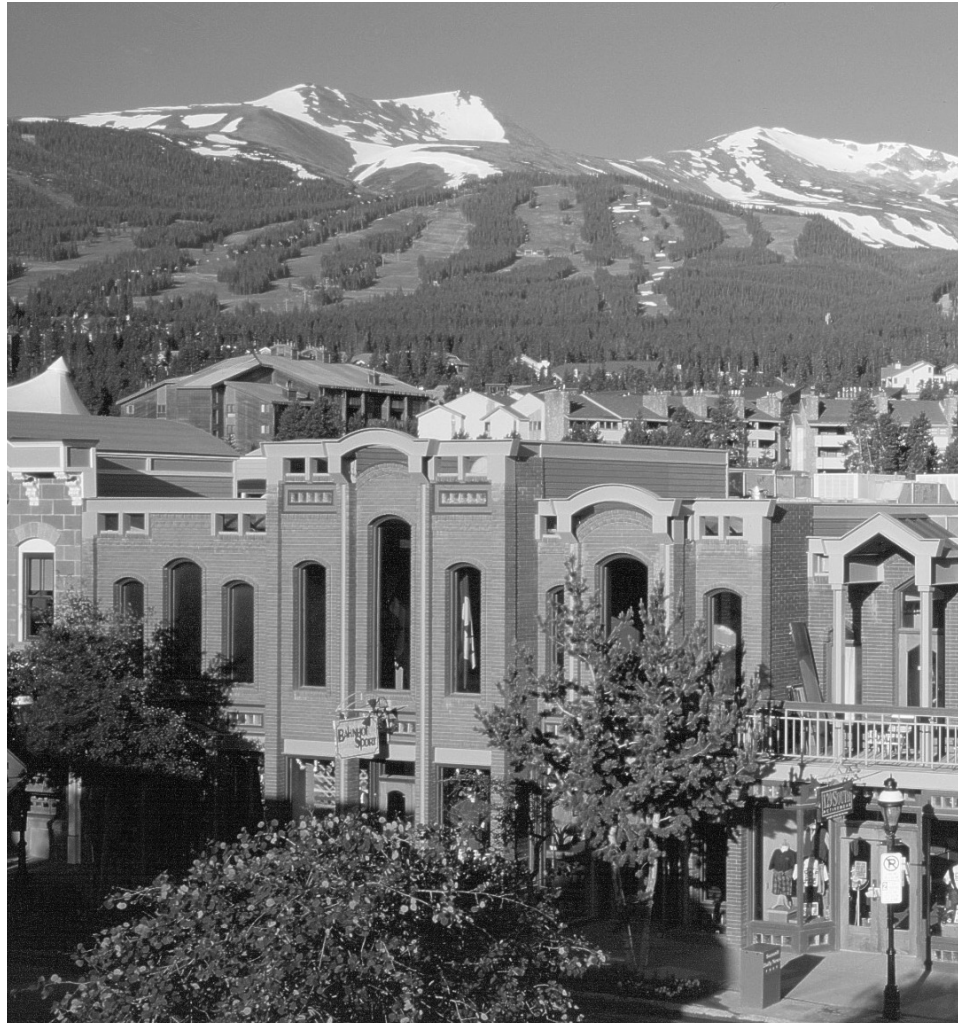
Breckenridge currently has a population close to 4,700 — yet sustains 3,345 accommodation unit licenses, six hotels, and three bed and breakfasts. Clearly STRs are vital to the economy of the Town. Combining sales, accommodations, and marijuana taxes — lodging services provide 40 percent of Town revenue. At the same time, the Town wants to ensure that long-term housing is available for the local workforce.

To that end, the Town has proposed a 2017 budget of more than \$19 million for the Affordable Housing Fund. The Town is also pursuing incentives for property owners to rent long-term. The “Housing Works” program, organized by a local nonprofit, is designed to match local families earning moderate household incomes with property owners who are either tired of dealing with the STR market or want to offer their home for long-term rental for the first time.

STR regulation in Breckenridge began in 1984 when the tax structure of collecting the town sales tax (currently 2.5 percent) and the Town accommodations tax (currently 3.4 percent) was applied to STRs. Together with state, county, and affordable housing sales taxes, the total tax on short term rentals is 11.675 percent.

The Breckenridge Municipal Code includes the following:

- Tax is collected on the purchase price of lodging, as well as any mandatory service charges required of the renter.
- Tax must be remitted directly to the Town and not be passed on



to another party such as a property manager.

- Tax charges must be listed separately on the bill presented to the consumer.
- Breckenridge recognizes that STRs are engaged in business. As a result, all property owners of STRs are required to pay an annual occupational license tax (aka Accommodation Unit License). The tax ranges from \$75 to \$175 annually, depending upon the number of bedrooms in the property. By requiring licensing (regardless of tax remittance), the Town is able to match online listings with the licensed owners.
- Breckenridge does not impose zoning restrictions on STRs, with the exception of prohibiting short

term rental of deed restricted workforce housing.

- Outside of the norm for residential properties, no additional restrictions are placed on STRs simply due to STR activity at the property (such as building inspections or additional safety regulations).
- STRs may be either a primary or non-primary residence and there is no occupancy limit imposed.

Even through these times of change, short-term rentals continue to play an important role in welcoming visitors to Breckenridge.

“ ... You better start swimming or you'll sink like a stone. For the times they are a-changing.”

— Bob Dylan

DENVER'S APPROACH TO SHORT-TERM RENTALS

By Luke Palmisano, aide to Denver Councilwoman Mary Beth Susman



Denver's approach to short-term rentals sought to craft 21st century solutions to 21st century concerns. We wanted solutions to protect the safety of guests and hosts while balancing the needs of neighbors, hosts, guests, hoteliers, and the city.

All short-term rentals (STRs) were illegal in solely residential zones prior to Denver's regulations. Actually the term "short-term rental" did not appear in our zoning code, but rental of residential units required at least a 30-day term.

The key components of Denver's regulations include a licensing requirement, an assessment of lodger's taxes (10.75 percent), measures to protect the safety of guests and hosts, and conditions that seek to ensure compliance. Denver requires hosts to obtain a short-term rental license through the Department of Excise and Licenses (EXL). The fee for the STR license is \$25 renewed annually. The tax license is \$50 renewed biennially.

STRs are an accessory use wherever residential uses are allowed; therefore the host does not need a zoning permit. The unit must be the primary residence of the host (whether owned or rented), certified by driver's license, voter registration, and other means. An



inspection is not required to obtain a license. Hosts do not need to be present while renting their dwelling.

Hosts must have a carbon monoxide detector, smoke detector, and fire extinguisher. They must also provide guests with an information packet that includes noise ordinance regulations, trash pick-up dates and rules, local contacts, and other information.

An important goal was to create a simple enough process that would induce the greatest compliance rate because licensing gives us the best route to enforcement. To further that end, Denver is the first municipality in the nation to offer a short-term rental

licenses completely online. Applicants affirm their primary residence status, presence of equipment and materials all online, under penalty of perjury.

To aid in enforcement, Denver's STR ordinance requires the licensed host to post the license number on all advertising. This provides EXL the ability to spot check STR listings on all venues/platforms for compliance. If a listing does not include a license number EXL pursues compliance.

All permitting of STRs can be prohibited by landlords and homeowners associations. Apartment complexes with "guest suites" are exempt from needing licenses.

DURANGO ADDRESSES SHORT-TERM RENTAL ISSUES

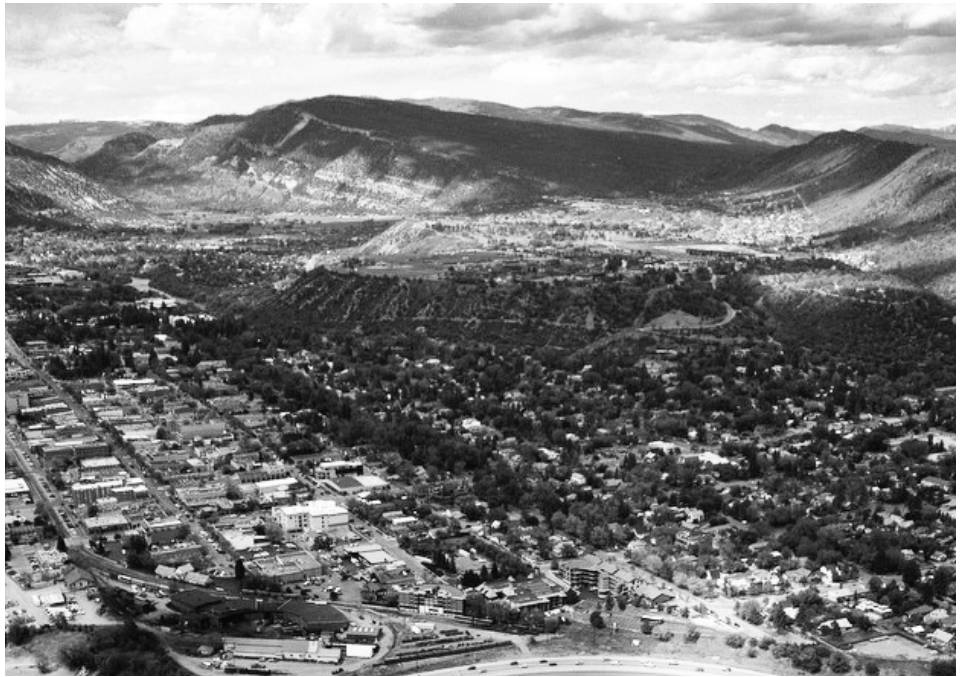
By Mary Beth Miles, Durango assistant to the city manager/sustainability coordinator

Checking in for a night's stay no longer requires going up to the welcome counter to produce your ID and credit card. With the arrival of Airbnb, VRBO, and HomeAway, lodging options have changed forever.

That is why the City of Durango recognized the need to address the impacts of short-term rentals in 2014. The policy adopted by the City Council focused on preserving residential and neighborhood character; ensuring collection of sales and lodging taxes; and requiring compliance with basic health and life safety regulations.

Durango's policy balances short-term lodging needs with the need to maintain and provide adequate housing options for full-time residents. The challenge is exacerbated by a 1.2 percent rental vacancy rate in an already strained housing market. As a tourist destination, Durango's economy benefits from visitors who contribute to the local economy. Property owners recognize the income potential of the short-term rental market. Thus, Durango developed an innovative policy solution that simultaneously balanced rental market pressures, the sharing of residential real estate, and income potential for local property owners.

The short-term rental regulations seek to maintain neighborhood character, vitality, and vibrancy by ensuring that land uses are compatible. Durango only allows short-term rentals in limited zones, employs a street segment cap



that restricts short-term rentals to only one per block face, and requires all short-term rentals to obtain a limited use permit. In addition to fulfilling the land use process requirements, short-term rentals are also required to obtain business and lodger's tax licenses. The City's regulations are intended to prohibit market saturation. Of the approximately 8,000 housing units in Durango, in the two zones where short-term rentals are permitted, there a total of 60 permits available for short-term rentals.

Additional changes to the policy are being contemplated by city council to address short-term rental agreements for a single room in a residential unit.

Under the existing regulations, this type of arrangement, common under the Airbnb model, is not permitted. A pilot program, restricted to certain areas of the city, is being developed with a separate permitting process to address these rental units.

There is no one-size-fits-all regulatory framework for municipalities in Colorado seeking to regulate short-term rentals. Durango has developed — and continues to refine — a policy governing this emerging economy that is context-sensitive and reflective of our community character.

RESOURCES

CML continues to develop STR information through the CML Sharing Economy Task Force, chaired by Denver Councilmember Mary Beth Susman. A matrix of STR ordinances as well as sample ordinances, licensing forms, and other information is available on the CML website at www.cml.org, under Issues > Sharing Economy > Ordinances.

An informative study of vacation home rentals conducted by the Colorado Association of Ski Towns may be viewed online at the CAST website (coskitowns.com/links-of-interest).



KNOWLEDGE *now*

Colorado Municipal League
1144 Sherman Street
Denver, CO 80203-2207

SHORT TERM & VACATION RENTAL DATABASE LAKE CITY, CO												
Year	Last Name	First Name	Rental Property Address	City	State	Zip	Zone/Sub Division	Status	Paid Status	Mailing Address	DBA	Permit Notes
2023	Residential											
2023	Barkodale	Arlen	890 S. Water Street	Lake City	CO	81235	RE/Lake City Heights	Compliant	Paid November 2022. (\$375)	1968 Circle Park Lane Encinitas, CA 92024	Arboretal Enterprises, LLP	Permit Issued 2023
2023	Benevenuto	John	700 Silver Street	Lake City	CO	81235	LMF	Compliant	Paid in 2023. (\$375)	PO Box 126 Lake City, CO 81235	G.D. Trust	Permit Issued 2023
2023	Cailloux	Shaun	960 Foggie Mc Nott Lane	Lake City	CO	81235	RE/1-Mountain Addition	Compliant	Paid in 2023. (\$375)	765 Price Canyon Road Pinos Roods, CA 93449	CB Rentals	Permit Issued 2023
2023	Crist	Tim	810 Hotchkiss Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid in 2023. (\$375)	PO Box 204 Lake City, CO 81235		Permit Issued 2023
2023	Davis	Angela	631 Hotchkiss Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid in 2023. (\$375)	5006 Woodview Ave Austin, TX 78756		Permit Issued 2023
2023	Diom	Jim & Judy	816 N. Silver Street	Lake City	CO	81235	LMF	Compliant	Paid April 2023. (\$375)	10 Thornhill Road Benbrook, TX 76123		Permit Issued 2023
2023	Elliott	Lynn	1111 Oceanwave Drive	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid January 2023. (\$375)	PO Box 640 Millikan, TX 77866		Permit Issued 2023
2023	Enos	Julie	1135 Golden Road	Lake City	CO	81235	R-1/Packers Knob	Compliant	Paid in 2023. (\$375)	2417 NW 56th Street Oklahoma City, OK 73112		Permit Issued 2023
2023	Falmer	Margaret	630 N. Hanson Street	Lake City	CO	81235	LMF	Compliant	Paid in 2023. (\$375)	3901 Edgemoor Court Midland, TX 79707		Permit Issued 2023
2023	Fritz	Brian	1145 Golden Drive	Lake City	CO	81235	R-1/Packers Knob	Compliant	Paid in 2023. (\$375)	1246 Davy Lane Northbrook, IL 60062		Permit Issued 2023
2023	Garrett	Charles & Melanie	825 Water Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid March 2023. (\$375)	205 Turkey Creek Road Bartlesville, OK 74006		Permit Issued 2023
2023	Glasscock	Michael	1122 Oceanwave Drive	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid March 2023. (\$375)	8001 609th Rd Montrose, CO 81401		Permit Issued 2023
2023	Goody	James & Dana	130 Silver Street	Lake City	CO	81235	LMF	Compliant	Paid in 2023. (\$375)	PO Box 44 Lake City, CO 81235	Goody Properties	Permit Issued 2023
2023	Hallbauer	Gregg & Joslyn	500 N. Hanson	Lake City	CO	81235	LMF	Compliant	Paid April 2023. (\$375)	2100 Summit Mist Drive Corvoo, TX 77304	Mountain Memories, LTD	Permit Issued 2023
2023	Hallbauer	Gregg & Joslyn	510 N. Hanson	Lake City	CO	81235	LMF	Compliant	Paid April 2023. (\$375)	2100 Summit Mist Drive Corvoo, TX 77304	Mountain Memories, LTD	Permit Issued 2023
2023	Hayman	Josh & Whitney	1215 Golden Drive	Lake City	CO	81235	R-1/Packers Knob	Compliant	Paid January 2023. (\$375)	32590 Pine Grove Road Racine, OH 45771	AspenView, LLC	Permit Issued 2023
2023	Houston	Julie	719 Pine Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid May 2023. (\$375)	981 Boydston Road Bokchito, OK 74726	Pine Street Cabin	Permit Issued 2023
2023	Kelley	Patrick	825 N. Gunnison Ave (1 Unit)	Lake City	CO	81235	LMF	Compliant	Paid in 2023. (\$375)	569 Cicero Drive Paradise, CO 81235		Permit Issued 2023
2023	Palmisano	Laura	1035 S 1/2 Street	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid February 2023. (\$375)	PO Box 21 Lake City, CO 81235	Heartfelt Rentals, Inc.	Permit Issued 2023
2023	Pampe	Eugene D.	387 Alpine Court	Lake City	CO	81235	RE/Lake City Heights	Compliant	Paid in 2023. (\$375)	400 Fawn Meadow Drive Dripping Springs, TX 78620		Permit Issued 2023
2023	Presnall	Margo	1037 Oceanwave Drive	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid in 2023. (\$375)	PO Box 891 Lake City, CO 81235	Presnall Properties	Permit Issued 2023
2023	Rebecca	Famela	421 Pine Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid in 2023. (\$375) (Paid Nov. 2022, less approved for 2023)	304 Hazeltine Drive Lakeway, TX 78734		Permit Issued 2023
2023	Luffi	Jon & Ruth	1031 Oceanwave Drive	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid in 2023. (\$375)	PO Box 1373 Stillwater, OK 74076		Permit Issued 2023
2023	Marlow	April	1171 Oceanwave Drive	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid in 2023. (\$375)	383 Granite Falls Way Grand Junction, CO 81507	The Beachhouse on Oceanwave	Permit Issued 2023
2023	Morrison	Rebecca	1155 Golden Road	Lake City	CO	81235	R-1/Packers Knob	Compliant	Paid in 2023. (\$375)	705 NW 42nd Street Oklahoma City, OK 73118		Permit Issued 2023
2023	Murphy	Sandy	606 Bluff Street	Lake City	CO	81235	LMF	Compliant	Paid May 2023. (\$375)	PO Box 1204 Lake City, CO 81235	Wild Ints, LLC	Permit Issued 2023
2023	Nettelston	Ed & Mary	509 Silver Street	Lake City	CO	81235	LMF	Compliant	Paid January 2023. (\$375)	PO Box 22 Lake City, CO 81235		Permit Issued 2023
2023	Wuost	Nathan	711 Water Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid January 2023. (\$375)	PO Box 12 Lake City, CO 81235		Permit Issued 2023
2023	Smith	Elizabeth Kay	1141 Oceanwave Drive	Lake City	CO	81235	R-1/Lake City North	Compliant	Paid in 2023. (\$375)	PO Box 1213 Marshall, TX 75671		Permit Issued 2023
2023	Sprull	Barbara	823 N. Silver Street	Lake City	CO	81235	LMF	Compliant	Paid in 2023. (\$375)	711 Kendallwood Drive Dallas, TX 75240		Permit Issued 2023
2023	Stotler	Danny	912 Hotchkiss Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid in 2023. (\$375)	8107 Buick Run Salida, CO 81201	Nalynes' Retreat, LLC	Permit Issued 2023
2023	Swhart	Steven & Traci	611 Hotchkiss Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid in 2023. (\$375)	2025 Wrangler Way Grand Junction, CO 81507		Permit Issued 2023
2023	Utter	Steve & Courtney	520 Hotchkiss Street	Lake City	CO	81235	R-1/Ball Flats	Compliant	Paid May 2023. (\$375)	208 Megan Court Hudson Oaks, TX 76087		Permit Issued 2023
2023	Use by Right											
2023	Ostrom	Steve	409 Gunnison Ave	Lake City	CO	81235	T-1 - Use by Right	Compliant	Tourist-1 (NO FEE) Bl. fee paid for 2023.	740 N. Old Robinson Road Robinson, TX 76706-5125	Twin Peak Rentals, LLC	No permit required (Tourist-1).
2023	Fox	Joseph L.	401 N. Gunnison Ave	Lake City	CO	81235	T-1 - Use by Right	Compliant	Tourist-1 (NO FEE) Bl. fee paid for 2023.	PO Box 575 Lake City, CO 81235	Slumpgullion Vacation Rental	No permit required (Tourist-1).
2023	Goody	James & Dana	426 Gunnison Ave	Lake City	CO	81235	T-1 - Use by Right	Compliant	Tourist-1 (NO FEE) Bl. fee paid for 2023.	PO Box 44 Lake City, CO 81235	Goody Properties	No permit required (Tourist-1).
2023	Hurje	Kristen	315 Silver Street	Lake City	CO	81235	CBO - Use by Right	Compliant	Paid in 2023. (\$375). Need to refiled this year and last	PO Box 138 Lake City, CO 81235	Occidental on Silver, Inc.	Permit Issued 2023
2023	Kath	Nicole	20 4th Street	Lake City	CO	81235	CBO - Use by Right	Compliant	Central Business District (NO FEE) Bl. fee paid for 2023.	PO Box 1062 Lake City, CO 81235	Colorado Casitas LLC	No permit required (Central Business District).
2023	Terminated											
2023	Balchelor	Mary	305 Bluff Street (T-1)	Lake City	CO	81235	T-1/Casco Addition	Terminated 2020	No Longer Renting as of 2019	1502 Coryell Cl. Southlake, TX 76092	Bluff Street, LLC	Mary said they are no longer renting as of 2019. Watch property in 2023.
2023	Bennett	Chris & Linda	880 N. Silver Street	Lake City	CO	81235	LMF	Terminated 2022	No Longer Renting as of 2021	4006 E. 800 South Jamboreo, IN 46938	Bear Pause Vacation Rental	Chris said they are no longer renting as of 2021. Watch property in 2023.
2023	Ryens	Timothy	811 Silver Street	Lake City	CO	81235	LMF	Terminated 2022	No Longer renting as of 2022	PO Box 929 Price, UT 84601		Tim said they are no longer renting. Watch property in 2023.
2023	Crist	Tim	801 Pine Street	Lake City	CO	81235	R-1/Ball Flats	Terminated 2022	No longer renting as of 2022	PO Box 204 Lake City, CO 81235		Tim said they are no longer renting the property. Watch property in 2023.
2023	Frick	Gail	600 Pine Street	Lake City	CO	81235	R-1/Ball Flats	Terminated 2022	No Longer Renting as of 2022	4705 Spantburg Drive Amarillo, TX 79119	The Main Place	Gail said they are no longer renting. Watch property in 2023.
2023	Hallbauer	Gregg & Joslyn	900 Hotchkiss Street	Lake City	CO	81235	R-1/Ball Flats	Terminated 2022	No Longer Renting as of 2022	2100 Summit Mist Drive Corvoo, TX 77304	Mountain Memories, LTD	Owners said they are no longer renting the property. Watch property in 2023.
2023	White	Steve	601 Water Street	Lake City	CO	81235	LMF	Terminated 2022	No Longer Renting as of 2021	5128 Ingersall Ave Des Moines, IA 50312		Steve said the business is closed as of 10/7/2021. Watch the property in 2023.
2023	Henny	Mark & Barbara	809 Silver Street	Lake City	CO	81235	LMF	Terminated 2023	Property Sold	6002 Island Harbor Road Sebastian, FL 32958		The property has been sold as of 2023.
2023	Waste	Mark & Maria	512 Water Street	Lake City	CO	81235	R-1/Ball Flats	Terminated 2023	Property Sold	28928 Farway Drive Buena Vista, CO 81211		The property has been sold as of 09/2023.
2023	Warner	Mark & Sandra	831 Gunnison Ave	Lake City	CO	81235	LMF	Terminated 2023	No Longer Renting as of 2022	PO Box 676 Morrison, CO 80465		Owners said they are not renting the property in 2023. Watch property in 2023.
2023	Schoonover	Harlan	527 Pine Street	Lake City	CO	81235	R-1/Ball Flats	Terminated 2023	Property Sold	PO Box 415 Ridgway, CO 81442		The property has been sold as of 05/2022.
2023	Eppard	Balvey	805 Water Street	Lake City	CO	81235	R-1/Ball Flats	Terminated 2023	No Longer Renting as of 2022	2975 Engans Bluff Colorado Springs, CO 80919		Balvey said they don't plan to rent the property in 2023. Watch property in 2023/2024.

Short-Term Rental Ordinance Matrix-April 2021

City	Primary Residence Allowed	Non-Primary Residence Allowed	Which Taxes Required	Tax Collected: By municipality or listing agency	License Required	Neighbor Notification	Concentration Limit	Zoning Limitations	Fees
Aspen	Yes	Yes, but Deed Restricted affordable/employee units are prohibited in being used as STRs	Sales (2.4%) Lodging (2.0%) + state and county	The property owner is the liable party for the tax. Any property management company or other intermediary can pay the tax on behalf of the owner.	Yes, a short-term vacation rental permit is required to acknowledge safety requirements and other responsibilities of the property. An annually renewable Business License also required.	No	No	No	Annual business license fee of \$150. Vacatoin Rental Permit is free.
Avon	yes	yes	4% sales tax, 4% accommodation tax	yes	yes, non-transferrable	no	no	Short Term Overlay Districts - primarily town core	Annual Business License fee is \$75.
Basalt	yes	May only be rented on a short-term basis with the primary residence	4% Lodging + 8.2 % sales (Eagle County) and 9.3 % sales (Pitkin County) yes	Muniipality by BCRC	yes, annually renewable	no	no on single-family, max. of 6 short-term rental allowed in multi-family buildings	no	\$35 annually, plus a \$150 safety inspection charge on initial license
Beaver Creek Resort Co.	no	yes	yes	yes	yes, annual Business License	no	no	no	\$200 annually
Blue River	yes	yes	2.5% Town Sales tax 3.4% Lodging Tax	Municipality	yes, non-transferrable	no	No	no	\$200 first time; \$150 annually
Breckenridge	yes	yes	2.5% Sales Tax, 3.4% Accommodation Tax	Municipality and online platforms	yes, non-transferrable	no	no	none- unless deed restricted workforce housing, then prohibited	BOLT: \$75 - \$175 annually/Admin Fee: \$25-\$150 annually
Crested Butte	Yes	Yes	4.5% Lodging Sales Tax & 5% Vacation Rental Excise Tax The excise tax collected is used to fund affordable housing projects.	The Property owner or authorized agent is responsible for collecting and remitting taxes through the Town's on-line licensing and sales tax software program.	Vacation Rental License & Town of Crested Butte Business License are both required	Yes, 100ft radius	No. The number of unlimited vacation rental licenses is limited to 30% of the total number of freemarket residential units in town located in the permitted zone districts. Currently 213 unlimited vacation rental licenses can be issued.	Yes. Restricted to permitted zones. Not allowed in deed restricted housing or accessory dwelling units that are required to be long term rentals.	Unlimited Vacation Rental License fee:\$750/year. Primary Residence License fee: \$200/year with a maximum of 60 nights of rental per year
Denver	yes	no	lodging tax: 10.75% occupational privilege tax: \$4/month business personal property tax and/or sales tax if applicable	AirBnB collects for their listings. Taxes remitted directly to the City in other cases.	yes, lodger's tax id license and non-transferrable business license required	no	no	Yes. Allowed wherever residential uses are permitted, but additional limitations apply. See sections 11.7.1, 11.8.10, and 11.12.7.7 of the Denver Zoning Code.	Lodger's Tax License - \$50 biannually Business License application fee - \$25 upon application Business License - \$25 annually
Dillon	Yes	Yes	yes	State collected sales tax but lodgiing tax remitted to Town	yes, renew annually	no	no	no	\$50 annually

City	Primary Residence Allowed	Non-Primary Residence Allowed	Which Taxes Required	Tax Collected: By municipality or listing agency	License Required	Neighbor Notification	Concentration Limit	Zoning Limitations	Fees
Durango	yes	yes	3.5% City sales tax and a 2% lodger's tax	AirBnB collects for their listings. Taxes remitted directly to the City by owner/manager in other cases.	yes, non-transferrable	yes, 300 foot radius	Yes. Limits are included by zone, block face, or by development depending on the location.	Yes. Permitted in 2 of 6 single-family zones and in all 3 mixed use zones. Recent code amendments have eliminated the use from multifamily zones.	\$750 first time and annual business license fees of approx. \$100
Estes Park	no	yes	state, county, town and lodging sales & lodging	Taxes collected by the State and remitted to do not self collect	yes registration	yes	no	yes, a limit on the number of residentially zoned properties. No limit on commercially zoned properties.	\$200 base fee plus \$50 per bedroom for properties inside Town limits
Fraser	yes	yes	yes	yes	yes	no	no	no	\$150
Frisco	yes	yes	yes	Municipality	yes	no	none	no	\$125 STR License application fee
Glenwood Springs	yes	yes	3.7% sales & 2.5% lodging	Air BnB/VRBO collecting the taxes thru state system. STR owners must report this information to City.	Yes, 2 types available Short Term Rental (STR) and Accessory Tourist Rental (ATR)	STR - yes all neighbors within 250 feet. ATR - no	250' distance between STR permit, citywide cap	No unless prohibited by PUD	STR new \$500, renew \$300 ATR new \$300, renew \$150
Grand Lake	yes	yes	yes	Listing Agency	yes, renewable annually	yes	no	no	\$600 Annually
Mt. Crested Butte	Yes	Yes	County, state and Town sales tax, plus 4% local marketing district tax and 2.0% occupational tax	Municipality	yes, Short Term Rental License and Pillow Tax License	No	No	No	\$200, plus pillow tax - \$10 per person the unit sleeps
Salida	yes	yes	Occupational Lodging tax, \$3.66/night.	Municipality	yes, non-transferrable	no	Capped at 75 and 1 per block in the Residential/Industrial areas	Capped at 75 in Residential/Industrial. No cap for Commercial District	\$470 New Residential/Industrial License, \$270 for New Commercial License, \$270 after first year for both types
Silverthorne	yes	yes	2% sales & 2% lodging tax. Annual STR license.	Owners are responsible for collection/remittance of taxes. VCA with Airbnb & Vrbo Sales & lodging tax due monthly to the Town of Silverthorne	Yes. Non-transferable, renews annually on Dec. 1.	Only in case of duplex	No.	No.	Tiered fee: Studio \$100, 1 BR \$150, 2BR \$200, 3BR \$250 4BR+ \$300
Snowmass Village	Yes	Yes	3.5% sales tax and a 2.4% lodging tax	AirBnB and VRBO collect for their listings. Taxes remitted directly to the City in other cases.	yes, non-transferrable	No	No	No	No

City	Primary Residence Allowed	Non-Primary Residence Allowed	Which Taxes Required	Tax Collected: By municipality or listing agency	License Required	Neighbor Notification	Concentration Limit	Zoning Limitations	Fees
Steamboat Springs	yes	yes	Yes (Sales & Lodging)	AirBnB and VRBO collect for their listings. Taxes remitted directly to the City in other cases.	Sales Tax License Required; VHR permit required for single family homes and duplexes in most zone districts	yes for VHR permits	no	no	\$50 Sales Tax Fee (one time); \$500 VHR permit fee, \$75 annual renewal fee
Telluride	yes	yes	4.5% Town Sales Tax 2.5% Town Affordable Housing Excise Tax 2.5% (collected from Yes sales/lodging)	Prop. Owner or representative / booking agency remits taxes	yes	no	no	yes, restrictions in residential zone	\$165 base fee plus \$22 per bedroom
Vail	Yes	Yes	Yes sales/lodging	Airbnb/VRBO/Property Manager collects for their listings. Taxes remitted directly to the town in other cases.	yes Effective 3/1/19 STR Registration required per unit.	Yes, for Duplex neighbor only; proof of notification required	No	No	tiered fee structure-- \$150 per unit for unmanaged properties, \$10 per unit for managed units, \$5 per unit for condotel managed units (24x7 front desk)
Winter Park	yes	yes	yes	Municipality	yes, non-transferrable	no	no	no	Annual business license fee of \$60

Counties

Eagle County	No county-wide restriction; short-term rentals not allowed in price-capped deed-restricted units	No county wide restriction	If assessors's office is aware a unit is a rental, it is taxed as such		No, counties can not initiate business licenses	No county wide restriction	No county wide restriction	No county wide restriction	none
Summit County	yes	yes	All short term property rentals (less than 30 days) are subject to the sales tax, mass transit and affordable housing tax. A sales tax license is obtained from the State because the State of Colorado Department of Revenue collects these taxes. Personal property tax is also collected by the County Assessor on residential rental furnishings.	Sales tax is collected through the State; Personal property tax on short term rental properties is assessed and collected by the County Assessor's office.	A short-term vacation rental permit is required through the County Planning Department as no business licenses were authorized by the State in unincorporated areas, so the use is regulated through a land use permit. REcent legislative changes now allow STR business licenses and Summit County is reviewing a change to or the addition of a license. A sales tax license is required through the State of Colorado. A personal property tax declaration form must be submitted to the County Assessor.	Notice is sent to neighbors only in cases where changes are proposed to the exterior of the property or building.	no	Zoning regulations are included in Section 3821 of the Summit County Land Use and Development Code, and include requirements for permitting, responsible agent, health & safety standards, parking, trash, noise, pets, signage, advertising, and complaints and enforcement. Not permitted in deed restricted workforce housing units, and in certain PUDs that expressly prohibit the use.	Initial permit - \$150; Annual renewal - \$75 Administrative Conditional Use Permit (CUP) required for higher occupancy and parking requests Initial CUP fee - \$350 (this is the full fee charged; not charged both the STR permit fee and the CUP fee); Annual CUP renewal - \$75

City	Primary Residence Allowed	Non-Primary Residence Allowed	Which Taxes Required	Tax Collected: By municipality or listing agency	License Required	Neighbor Notification	Concentration Limit	Zoning Limitations	Fees
Out-of-state Agencies									
Park City, UT	yes	yes	Summit County TRT 3.00; Outdoor Rec TRT.32; Park City TRT1.00; Park City Sales Tax 1.00;Summit County Sales.25; Utah Sales4.85; Summit Cty. Transpo.30;Mass Transit.25;Resort Comm. Tax 1.60. Total 12.57	state and AirBnB	yes, non-transferrable, annual business license	yes, in cases of duplexes or if shared common areas/hallways exist between or within a building	no	yes, only allowed in certain zones or with CUP's in certain zones	\$149.00 Admin Fee, \$28.74 per bedroom fee, \$17.00 Yearly renewal admin fee plus \$28.74/bedroom
Jackson, WY	yes	yes	yes	Collected by state and by AirBnB	yes, a permit	Yes, to neighbors within 300 ft.	no	yes, only allowed within the Lodging Overlay District or the Snow King Resort District	yes, \$100 for each residential short-term unit being permitted
Ketchum, ID	yes	yes	yes	As of Jan '18 tax collected by listing agency and remitted to City	yes, business license	no	no	No, State Legislature pre-empted local control of STR's	no
Moab, UT	no	no	yes	County and Airbnb	Yes, for each property owner	no	no	yes, only allowed in certain commercial zones	Business license fee - \$45 plus \$4 per room
Whistler, BC	no	Depends on zoning.	Provincial Sales Tax: 8% of listing price including any cleaning fees for reservations 26 nights and shorter in the Province of BC. Municipal and Regional District Tax: 2-3% of the listing price including any cleaning fees for reservations 26 nights and shorter in the Province of British Columbia	Province and "Airbnb"	yes	no	no	Only allowed in "tourist accommodation" zoned properties.	Business lixense fee

City	Occupancy Requirement	Require a "local responsible party" to take complaints?	Mandatory response time for the responsible party to address the complaint?	Utilize a 24 hour call center for complaints?	Compliance Efforts? (Compliance monitoring company, municipal staff, software, other)	Weblink to STR ordinance/regulations	Number of listings (Approx.)	Other
Aspen	No	Yes	Yes - local representative is to be "on call" per the municipal code.	No	MuniRevs, Staff - Finance and Community Development Departments	https://library.municode.com/co/aspen/code/s/municipal_code?nodeId=TIT26LAUSRE_PTS_00SURE_CH26.575MISURE_S26.575.220VARE https://www.cityofaspen.com/1331/Lodging-Tax-Vacation-Rentals	1300 (750 active, 550 inactive)	
Avon	none	No	No	No	MuniRevs	http://www.avon.org/str	295	
Basalt	none							Not permitted in employee housing units, Requires local representative
Beaver Creek	no	Yes	30 days	No	We are utilizing Host Compliance to find owners renting on their own who have not paid appropriate tax/assessment		1200	BCRC collects 5.35% Civic Assessment and .0096% Lodging Assessment for all STR
Blue River	2 people per bedroom plus two. No Bedroom and septic/sewer verification required	No	No	No	No	https://townofblueriver.colorado.gov/lo-dging/short-term-rentals	145	Posting requirements at rentals and self-certification required.
Breckenridge	Yes. Limited to 2 people per bedroom plus 4 for the entire property	Yes	60 minutes	Yes, LodgingRevs 970-423-5334	Yes, LodgingRevs	www.townofbreckenridge.com/shortterm	3838	All properties - Special Conditions of License/BOLT License -Location Card posting requirement/Advertisement Requirements
Crested Butte	2 people per bedroom plus an additional 2 people for the unit with a maximum occupancy of 10 people. Occupancy over 10 people requires an additional parking space be provided on site for every four additional people or part thereof.	Yes	1 Hour	No. Complaints can be lodged via phone or email to the Vacation Rental Inspector at Town Hall	Short Term Rental Helper generates a monthly list of non compliant properties based on our list of licensed properties.	https://www.crestedbutte-co.gov/index.asp?SEC=0DA56E89-36E1-4A3A-8001-5F16483DEFCD&Type=B_BASIC	209 unlimited licences. 17 primary residence licenses	Site safety inspection and on-site parking verification required.
Denver	No maximum number of guests per night. No simultaneous rental to more than one party under separate contracts.	Yes. LRP must be in City and County of Denver during the entire length of the STR period, must have access to the licensed premises, and must be authorized to make decisions regarding the licensed premises.	No	Yes. Complaints may be filed at any time by calling 311; however, response will likely only come during business hours (except for emergency situations)	Host Compliance, 1 full-time Compliance Manager, 4 employees who assist with STR compliance matters part time, STR Advisory Committee to guide policy changes	STR Business Licensing Homepage	3773 active listings, 2556 active licenses	
Dillon	no	yes	no	yes	yes, STR Helper	https://www.townofdillon.com/business-resources/dillon-short-term-rental-str	113	requires license number in ads, must submit parking and trash/recycling plans

City	Occupancy Requirement	Require a "local responsible party" to take complaints?	Mandatory response time for the responsible party to address the complaint?	Utilize a 24 hour call center for complaints?	Compliance Efforts? (Compliance monitoring company, municipal staff, software, other)	Weblink to STR ordinance/regulations	Number of listings (Approx.)	Other
Durango	Determined by parking or # of bedrooms at the property.	Yes	No	No	LodgingRevs	http://online.encodeplus.com/regs/durango-co/doc-viewer.aspx#secid-273	125 permitted short term rentals	Updated regulations adopted in December 2020 which further restrict this use based on zoning. For existing and new mixed use developments, language that specifically allows STRs and caps the total number of units allowed for this use must be included in a prior land use approval.
Estes Park	2 per bedroom, plus 2 up to 8 total	Yes	30 Minutes (School District boundary)	Yes	LodgingRevs	www.estes.org/businesslicensing	322 residential and 152 commercially	New regulations were adopted December 2016 and modified in March 2017. Additional modifications
Fraser	no	yes	one hour				120	Program implementation late 2017
Frisco	2/BR plus 4, with option to apply for more upon inspection	No, "responsible agent" 24/7 with no local requirement	No	Not yet, but coming summer of 2019	STR Helper	Updated materials should be available by 4/1/19	900	New ordinance passed 1/8/19; New annual STR license term of 5/1-4/30; First STR license issued 5/1/2019
Glenwood Springs	STR based on inspection ATR is one bedroom, 2 guests	Yes, residing within 30 miles/minutes	No	No	Staff	https://www.ci.glenwood-springs.co.us/333/Vacation-Rentals	104 active permits, approximately 90 active listings	It is a condition for renewal that owners show they remitted lodging tax – showing they are actually utilizing the permits.
Grand Lake	none	yes	15 min	no	STR Helper		600	
Mt. Crested Butte	No	Yes	Yes	Yes	Host Compliance	https://mtcrestedbuttecolorado.us/vertical/sites/%7B36467D9E-CDA6-4739-95F2-EF9DEBC7DA37%7D/uploads/Ordinance_0_Series_2010.pdf	200	
Salida, CO	None	Require local management	no	no	LodgingRevs	https://library.municode.com/co/salida/codes/code_of_ordinances?nodeId=CH6BULIRE_ARTVISHRMBULI	200	
Silverthorne	Max advertised occupancy = 2/Bedroom + 2	Yes	7am -11pm (60 minutes) 11pm -7am (30 minutes)	Yes	Yes. LodgingRevs	https://www.silverthorne.org/town-services/finance-administrative-services/business-liquor-licenses	100	STR license is required to be posted in online ads. Good Neighbor Guidelines must be posted prominently in rental property. STR license is required to be visibly displayed in rental property (address, license #, property owner name & contact info for responsible agent). STR prohibited in deed restricted & workforce housing units.
Snowmass Village	Yes, under the building code	no	no	no	no		800 units. This does not include hotel rooms	Not permitted in employee housing units without prior approval.

City	Occupancy Requirement	Require a “local responsible party” to take complaints?	Mandatory response time for the responsible party to address the complaint?	Utilize a 24 hour call center for complaints?	Compliance Efforts? (Compliance monitoring company, municipal staff, software, other)	Weblink to STR ordinance/regulations	Number of listings (Approx.)	Other
Steamboat Springs	1 per 200 sf; max 16	no	no	no	no	CDC Section 302.E.4 (http://steamboatsprings.net/246/Community-Development-Code)	171 active permits. Approx 2386 listings in area.	We only require a VHR permit for single family and duplex units OUTSIDE of the resort area (RR and G) zone districts. Multiple family units and all units in RR and G are allowed by right.
Telluride	none	yes	no	no	yes	https://www.telluride-co.gov/DocumentCenter/View/260/short-term-rental-regs	723	Restrictions in Residential Zone : no more than 3 rentals per year, w aggregate not to exceed 29 days; implemented in 2011
Vail	Two per bedroom, plus two.	Yes - Local contact within 60 minute distance required; Evidenced by copy of driver's license	60 min response time unless between 11pm and 7am, then 30 minute response time	Yes	LODGINGRevs, one full-time municipal employee monitors listings, registrations and complaints	https://www.vailgov.com/short-term-rentals	2500	Notorized affidavit required as part of the application for acknowledgement of life safety, noise, trash and parking regulations
Winter Park	none	no	no	no	LodgingRevs	no	349	We require a business license. We have contracted with LodgingRev's that tracks various sites for rentals that have not obtained a business license. The Town does not have other limits or restrictions for short term rentals excluding any regular zoning restrictions.

Counties

Eagle County	Eagle County Land use codes state no more than one person per every 300 square feet; this limit is not enforced							No county wide restriction
Summit County	2 persons per bedroom plus 4 additional occupants, or 1 person per 200 square feet of living area, whichever allows for a greater occupancy. Max occupancy 19; can apply for a CUP to request 20 or more occupants. Condominium buildings with interior egress corridors less than 44 inches wide and without a sprinkler system are further limited to 2 persons per bedroom plus 2 additional occupants, or 1 person per 200 square feet of living area, whichever allows for a greater occupancy.	Responsible agent required. Local residency not required for the agent. Responsible agent must be available 24 hours per day, 7 days per week, and must respond to complaints within 1 hour.	yes, required to respond within 1 hour	yes, Host Compliance 24-hour call center is utilized	yes, Host Compliance and Planning Dept staff	www.SummitCountyCO.gov/STR	as of 3-24-21: 3,767 active permits; 6,282 active registered listings. Note 450 new STR permit applications under review.	County STR regulations were adopted 12/18/18; Currently contracted with Host Compliance for permitting system and complaint management system

City	Occupancy Requirement	Require a “local responsible party” to take complaints?	Mandatory response time for the responsible party to address the complaint?	Utilize a 24 hour call center for complaints?	Compliance Efforts? (Compliance monitoring company, municipal staff, software, other)	Weblink to STR ordinance/regulations	Number of listings (Approx.)	Other
<u>Out-of-state Agencies</u>								
Park City, UT	Yes, 75 sq. ft per bedroom, at least 50sq ft of floor space per occupant (if more than 1)	yes	no	no	monitoring with 3rd party that verifies internet listings	www.parkcity.org/MunicipalCode	3500 listings. 2000 licensed	Site visit and safety inspection prior to application
Jackson, WY	Limited to less than one calendar month	no	no	yes	Host Compliance	yes	164	
Ketchum, ID	Max 30 days/guest							no
Moab, UT	no	no	no	no	no	https://moab.municipal.codes/Code/5.67.010		Not permitted in any residential zones. Only permitted in certain commercial zones. Building, fire, health and zoning inspections required for short-term rentals permitted in commercial zones.
Whistler, BC	no	no	no	no	Municipal staff, software, bylaw enforcement	https://www.whistler.ca/sites/default/files/2019/Nov/bylaws/original/23992/2142_tourist_accommodation_business_regulation_bylaw_no._2142.pdf	1000+	

PALMER LAKE, COLORADO

ORDINANCE NO. 12-2021

AN ORDINANCE

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, in order to preserve the health, safety and welfare of the Citizens of the Town of Palmer Lake, the Board of Trustees desires to establish regulations relating to the licensing and operations of short-term rentals within the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE AS FOLLOWS:

1. Title 5 of the Palmer Lake Municipal Code is hereby amended by creating a new chapter, Chapter 5.10, to read in its entirety as follows:

Chapter 5.10 SHORT-TERM RENTALS

5.10.010 Purpose

The purpose of this chapter is to safeguard the public health, safety and welfare by establishing regulations to control the licensing, use, occupancy, and maintenance of short-term rental dwellings in the Town.

5.10.020 Applicability and interpretation

This chapter applies to short-term rental only, as that term is hereinafter defined, within any zone district where such use is permitted. This chapter does not apply to hotels, motels, lodges, bed-and-breakfast establishments, or long-term rental units. This chapter does not supersede any private covenants or restrictions prohibiting short-term rental units. This chapter shall not regulate a short-term rental unit during periods when the property is not being used as a short-term rental unit and is instead being used solely for personal use by the owner of such property. This chapter shall not be construed to prohibit the leasing of property within the Town for more than thirty (30) days.

5.10.030 Definitions

"Local agent" means a management company or individual who is identified by an applicant as the responsible agent in the application for a short-term rental license and who is available twenty-four (24) hours per day, seven days per week to respond as the initial point of contact for the short-term rental unit and who is able to respond to emergencies at the short-term rental unit within one hour of the agent's receipt of notice of the emergency. The local agent may be the owner of the short-term rental unit and must have access to the short-term rental unit, authority to assume management of the short-term rental unit, and the ability to take remedial measures as necessary.

"Owner" means the owner of a property within the Town who intends to lease or leases the property or a portion thereof as a short-term rental unit.

"Owner-occupied" means a property on which an owner uses a dwelling unit of any kind, or portion thereof, as the owner's legal, primary residence.

"Parcel" means an area of land which is capable of being described with such specificity that its location and boundaries may be established and which has been or may be developed as a single unit of land.

"Renter" shall mean the party to a lease that has obtained the temporary right to use and occupy a short-term rental unit.

"Short term" rental means charging overnight lodging fee that is in increments less than thirty (30) days.

5.10.040 License required

It is unlawful to lease, advertise for lease, or permit the leasing of any short-term rental unit within the Town without a valid license issued by the Town pursuant to this chapter. A person who has obtained a license pursuant to this chapter is not required to obtain a general business license pursuant to Chapter 5.02 of this code for the same business activity.

5.10.050 Classes of licenses

An owner must obtain a license for each short-term rental unit within the Town. There shall be two separate classes of licenses available for owners to operate short-term rental units within the Town:

- A. Class 1: A Class 1 License is required to operate any dwelling unit, or portion thereof, as a short-term rental unit on an owner-occupied property within the Town.
- B. Class 2: A Class 2 License is required to operate any dwelling unit, or portion thereof, as a short-term rental unit on a property within the Town that is not owner-occupied.

5.10.060 Application requirements

A. Contents of Application. A complete application for a short-term rental license must be submitted to the Town. The application shall be in writing on forms provided and approved by the Town. The following documents and information must be included with the application for the application to be considered complete:

- 1. The name, address and other contact information of the owner of the short-term rental unit;
- 2. The address of the proposed short-term rental unit;
- 3. A description of the property and dwelling unit or portion thereof that will be available for lease;
- 4. The name, address, and contact information of the local agent for the proposed short-term rental unit;
- 5. A site plan that identifies the location of the trash receptacles and available parking for the proposed short-term rental unit;

6. An acknowledgement, signed by the owner and local agent, that the owner and local agent have read and understand all regulations pertaining to the operation of short-term rental units within the Town and that, following issuance of a license, the Town may contact the owner if the Town deems it necessary or appropriate even if there is a separate local agent for the short-term rental unit;
 7. Proof of ownership of the proposed short-term rental – a lawful dwelling unit;
 8. For owners that are business entities, proof of authorization signed by all applicable members of the business entity showing the applicant may submit a short-term rental license application on behalf of the business entity;
 9. A copy of a current and valid state sales tax license issued to the owner or local agent for the proposed short-term rental unit;
 10. A copy of a current and valid State and County sales tax and, if applicable, lodging tax license issued to the owner or local agent for the proposed short-term rental unit;
 11. Proof that all property tax payments for the property on which the proposed short-term rental unit is located are current;
 12. An affidavit, on forms provided and approved by the Town, signed by the owner attesting that the short-term rental unit has appropriate safety features;
 13. Proof of insurance covering the proposed short-term rental unit sufficient to operate a short-term rental unit;
 14. A copy of a conditional use permit issued by the Town, if required by zoning use;
 15. The applicable fee(s) as set forth in the Town's fee schedule; and
 16. Such other information determined necessary or desirable by the Town to evaluate the compliance of the application, licensed premises or proposed short-term rental activity with the requirements of this code, including but not limited to proof of primary residence acceptable to the Town for Class 1 license applications.
- B. License Fee. All fees and fines set forth in this chapter shall be set by the Town Board by resolution and shall be included in the Town's fee schedule.
- C. Parking. Each site plan must show the parking available for the short-term rental unit, which may be on-street parking, off-street parking, or a combination of both, for the purpose of indicating to renters where parking is available during their stay. The requirement to include available parking in the site plan does not obligate the owner to provide off-street parking for renters.
- D. Application Meeting. The Town may require a meeting with the applicant prior to approval or denial of the license to address any issues or questions regarding the application and assist the applicant in resolving any application deficiencies.

5.10.070 Application approval

- A. Approval Criteria. Short-term rental license applications shall be reviewed and approved administratively by the Town designee. The Town designee is the Town staff person designated by the Town Board and/or Administrator to review applications and administer

short-term rental licenses. The Town designee shall not approve an application for a short-term rental license or issue a short-term rental license unless:

1. The applicant has submitted a complete application, including the payment of all applicable fees, as set forth in the Town fee schedule;
2. The proposed short-term rental unit is within a zone district that allows short-term rental units;
3. The site plan and other information provided with the application show that the property is in compliance with all applicable Town ordinances and all applicable regulations regarding safety, parking and trash collection; and
4. The applicant has obtained a conditional use permit, if and as required by zoning code.

5.10.080 Term of license, renewal, and show cause hearings

- A. Term. Short-term rental licenses are effective from May 1 until April 30 each year. Applicants who apply for and obtain a short-term rental license any time on or after May 1 shall be responsible for paying the entire license fee. Any license issued after May 1 shall expire on the April 30 following the date of issuance regardless of the issuance date.
- B. Renewal. All short-term rental licenses must be renewed annually. All renewal applications must be submitted prior to April 30 each year on forms provided and approved by the Town. For short-term rental licenses subject to the annual cap set forth in Section 5.10.090(K) of this code, all renewal applications meeting the requirements herein and submitted by the deadline set forth in this paragraph, with applicants who are in good standing, will be approved. Notwithstanding the foregoing, any license renewal applications received after the deadline set forth in this paragraph will be considered on a first-come, first-served basis. The Town shall approve a renewal application if:
 1. The renewal form is complete and does not omit any required information;
 2. The renewal fee has been paid;
 3. The owner or local agent has submitted a new, current safety affidavit;
 4. Neither the owner, the local agent, nor the short-term rental unit is currently in violation of any applicable law, rule, or regulation, including the provisions of this code;
 5. The owner has not been cited by the Town for or convicted by Municipal Court or other court of competent jurisdiction of more than one violation related to the owner's short-term rental unit in the last twelve (12) months; and
 6. For any licenses subject to the annual license cap set forth in this chapter, the short-term rental unit was rented for at least fourteen (14) days during the previous license term. If the short-term rental unit was not rented for at least fourteen (14) days during the previous term, the renewal application shall not be approved. Notwithstanding the foregoing, an owner or local agent may complete an affidavit of non-use declaring the reasons for failing to rent the short-term rental unit as required in this paragraph. If a renewal application including such affidavit meets all other requirements of this code, then the Town will approve the renewal application. Affidavits of non-use will not be allowed for subsequent renewal applications.

C. Show Cause Hearings.

1. At any time during the term of a license, if the Town's records show that a licensee has had at least three complaints, with each complaint related to a separate incident, concerning the operation or maintenance of the short-term rental unit brought to the attention of the Town during the current license term, which complaints would each constitute a violation of this code and have been substantiated or verified by the Town, the Town may notify the licensee in writing of the date and time established for a show cause hearing before the Town Board. At the show cause hearing, the licensee shall be required to show cause why its license should not be suspended or revoked. Notice of such hearing shall contain a brief description of the grounds for conducting the hearing, which shall include the list of code violations charged. The hearing shall be held no sooner than ten (10) business days after notice has been delivered to the licensee.
2. At the hearing, the Town shall present matters into evidence, and the licensee shall have an opportunity to present evidence on the licensee's behalf and to comment upon the evidence. The Town shall furnish the licensee its decision in writing within thirty (30) days following the hearing. In the event of suspension or revocation of the license, no portion of any licensing fees paid shall be refunded.
3. In all cases where the evidence presented at a show cause hearing demonstrates that a violation of this code occurred, the Town shall consider evidence and statements in mitigation and in aggravation of the violation prior to determining the appropriate penalty. Such evidence and statements may relate to and include, but shall not be limited to, the following factors:
 - a. Seriousness of the violation;
 - b. Corrective action taken by the licensee after the violation;
 - c. Prior violations at the short-term rental unit by the owner, local agent or renters and the effectiveness of prior corrective action;
 - d. Whether the violation is part of a repeated course of conduct or is an isolated occurrence;
 - e. Likelihood of recurrence;
 - f. All circumstances surrounding the violation;
 - g. Willfulness of the violation;
 - h. Length of time the license has been held by the licensee;
 - i. Previous sanctions imposed against the licensee; and
 - j. Other factors making the situation with respect to the licensee or the licensed premises unique.
4. The licensee shall be permitted to give evidence and statements in defense, explanation and mitigation at the show cause hearing if then prepared to do so. If such evidence is not available at the show cause hearing but can be obtained by the licensee, the licensee shall state the substance of such evidence and, upon the licensee's request, the hearing may be continued for not more than ten (10) business days to a date certain.

5.10.090 Limitations and requirements

- A. Local Agent. The local agent for a short-term rental unit shall have access to and authority to assume management of the short-term rental unit and take remedial measures as necessary. The local agent shall be available to respond to tenant or neighbor concerns regarding the property twenty-four (24) hours a day, seven days a week. Local agents must respond to complaints, regardless of the source of the complaint, involving the short-term rental unit within twenty-four (24) hours.
- B. Renter Information Notice. Each short-term rental unit shall have a sign displayed in a conspicuous place within the short-term rental unit that contains the following information:
 - 1. Name and contact information of the local agent;
 - 2. The short-term rental license number;
 - 3. The physical address of the short-term rental unit;
 - 4. The occupancy limit for the short-term rental unit;
 - 5. The available parking for the short-term rental unit;
 - 6. A statement that all vehicles must be parked in the indicated available parking spaces unless such spaces are unavailable;
 - 7. Contact information for police, fire and ambulance service in case of an emergency; and
 - 8. The location of all fire extinguishers, fire escape routes, and contact information for renters to report safety concerns.
- C. Occupancy Limits. The occupancy limit for each short-term rental unit shall be two persons per bedroom available for lease within the short-term rental unit and two additional persons. By way of example and not limitation, a short-term rental that has three bedrooms available for lease has an occupancy limit of six persons plus two additional persons for a total occupancy limit of eight persons.
- D. Parking.
 - 1. Parking Notice in Advertising. The owner shall include in all official listings of a short-term rental unit a reference to the available parking for the short-term rental unit and the location of any designated parking area or spaces.
 - 2. Limitations. Parking is prohibited in any landscaped area, in any manner that blocks ingress or egress for adjacent properties, or in any manner that blocks access to mailboxes of adjacent properties.
- E. Trash Receptacles. Each short-term rental unit shall provide trash receptacles to accommodate all garbage generated by renters. Owners shall be responsible for ensuring that all garbage is placed in covered, secured trash receptacles within twenty-four (24) hours of the end of a rental period and shall ensure that all trash is collected from the short-term rental unit within seven calendar days of the end of any rental period – maintaining regular weekly trash removal.

- F. Safety Features. All short-term rental units must have an appropriate number of functional smoke detectors, carbon monoxide detectors, and fire extinguishers and must have adequate egress and other required safety features pursuant to applicable fire or building codes, as determined by the Town fire department and set forth in the Town's short-term rental safety checklist.
- G. Change in Information. An owner shall notify the Town of any change in ownership of the property, a change in the owner's address or contact information, or any change in local agent or local agent name or contact information within five days of such change.
- H. Taxes. Owners shall be responsible for making timely property tax payments for all short-term rental units, as applicable for each property. Owners shall also be responsible for keeping all applicable sales and lodging tax licenses current.
- I. Notices. Any notices or communications required or reasonably implied by this chapter may be sent to the owner and local agent by the Town via U.S. mail or via electronic mail.
- J. Safety Checks. An owner or local agent of a short-term rental unit shall allow the Town access to a licensed short-term rental unit once per year for the purpose of verifying the information set forth in the safety features affidavit submitted with the owner's license application or renewal application. An owner or local agent shall also allow the Town access to a short-term rental unit to investigate a safety complaint about the short-term rental unit. Each safety check shall be subject to a fee set forth in the Town's fee schedule. Following a safety check, the Town may provide the owner or local agent instructions on how to bring the property into compliance with this code and a deadline for such compliance. If the Town determines that the owner or local agent has not complied with the instructions by the compliance deadline, the owner may be subject to the suspension or revocation or denial of a renewal application, as appropriate and in accordance with this code, of the owner's short-term rental license.
- K. Maximum Number of Licenses Per Year. There shall be a maximum number of certain licenses available per year (from May 1 through April 30), which shall not exceed ten (10) percent of the total number of residential parcels within the Town. The total number of residential parcels shall be as determined by the Town using information from the El Paso County Assessor. The following types of licenses shall be subject to the cap set forth in this paragraph:
 - 1. All Class 2 licenses, and
 - 2. Class 1 licenses for parcels with two or more short-term rental units on a single parcel.Class 1 licenses for parcels with only one short-term rental unit are not subject to the cap set forth in this paragraph. Licenses issued for owner-occupied parcels with two or more short-term rental units on a single parcel shall count as one license toward the license cap set forth in this paragraph. Notwithstanding the foregoing, owners or local agents must obtain a license for each proposed short-term rental unit in accordance with this section.
- L. Maximum Number of Licenses Per Parcel.
 - 1. The Town shall issue no more than one license per parcel, subject to the provisions of this chapter.
 - 2. Parcels may be eligible for more than one license on a case-by-case basis if the additional licenses are approved through the conditional use permit process set forth in this code

prior to issuance of a license in accordance with this chapter. Applicants seeking two or more licenses for a single owner-occupied parcel and applicants seeking three or more licenses for a single parcel that is not owner-occupied must obtain a conditional use permit from the Town before the Town will process any such short-term rental license application.

3. The operation of two short-term rental units on a single parcel that is not owner-occupied is prohibited. In accordance with the requirements of this section, the Town permits the operation and licensure of one short-term rental unit on a parcel that is not owner-occupied or may permit, following the issuance of a conditional use permit as set forth in this section, the operation and licensure of three or more short-term rental units on a single parcel that is not owner-occupied. The operation of two or more short-term rental units on a single parcel that is owner-occupied is permitted.
- M. Large Gatherings. Short-term rental units shall not be used to host large social gatherings, which shall mean a gathering of people that exceeds the maximum occupancy limit set forth in this section (i.e., not allowed to host wedding or social/commercial events).
 - N. Nuisances. All owners, local agents, and renters are prohibited from creating, operating, maintaining, or conducting any nuisance as defined in sections of this code – meaning compliance to noise, safety and public health codes.
 - O. Eligibility. Lawful dwelling units, including accessory dwelling units, or guest units within a dwelling unit or accessory dwelling unit, may be eligible for a short-term rental license. No vehicle or other containment shall be eligible for a short-term rental license.
 - P. Signs. Signs installed on a property related to the operation or management of a short-term rental unit must comply with the requirements of the Town Sign Code set forth in this code.
 - Q. License Non-Transferable. No license granted pursuant to this chapter shall be transferable from one person to another or from one location to another. An owner that is a business entity with a short-term rental license whose membership or ownership changes must notify the Town of such change and apply for a new license within thirty (30) days of such change.
 - R. Limited Application of Certain Regulations to Condominium Units. Notwithstanding any provision to the contrary set forth in this chapter, the following regulations apply to condominium units:
 1. Each condominium unit is eligible for one short-term rental license.
 2. Subsection 5.10.090(L) of this chapter does not apply to parcels containing condominium unit developments, and applicants seeking a short-term rental license for a condominium unit shall not be required to obtain a conditional use permit if other condominium units on the same parcel have obtained short-term rental licenses.
 3. All condominium units licensed as short-term rental units that are not owner-occupied are subject to the maximum number of licenses available per year set forth in subsection 5.10.090(K).
 4. Condominium units are subject to all other provisions of this code, as applicable.

5.10.100 Denial of application

The Town designee shall deny a short-term rental license application or renewal application for any one or more of the following reasons:

- A. The applicable provisions of the Municipal Code have not been met;
- B. The required application fees have not been paid;
- C. The application is incomplete or contains false, misleading or fraudulent statements;
- D. The owner, local agent or other agent of the owner is currently in violation of this code or has failed to comply with any applicable requirement of this code; or
- E. For renewal applications only, the owner or local agent has been convicted of more than one code violation regarding the short-term rental unit within the twelve (12) months preceding the renewal application.

Upon determining that an application must be denied, the Town designee shall send a notice of denial to the address provided by the owner. Such notice of denial shall state the reasons for denial and inform the owner of his or her right to appeal the decision.

5.10.110 Suspension or revocation of license

- A. Suspension. The Town designee may suspend a short-term rental license upon a determination that an owner or local agent has:
 - 1. Been found guilty by the Municipal Court of violating any provision of this chapter on more than one occasion during the term of the current license; or
 - 2. Operated a short-term rental unit during the term of the current license in violation of a building, fire, health or safety code adopted by the Town, which finding of violation shall be determined by an investigation by the department, division or agency charged with enforcing said code, and has failed to timely cure such violation after receipt of and in accordance with a notice of violation issued by the Town.

Upon a determination that one or more of the above reasons for suspension has occurred, the Town designee may suspend a short-term rental license for a period not to exceed one year. The Town designee shall send the owner a notice of suspension. Such notice of suspension shall state the reasons for suspension, the dates during which the suspension will be effective, and inform the owner of his or her right to appeal the decision. The suspension shall remain in effect until and including the last day in the notice of suspension or until such time as the violation at issue has been corrected, whichever is later. No license shall be suspended past the license expiration date. Any owners whose licenses have been suspended until the expiration of the license must apply for renewal of the license per the renewal provisions of this chapter.

- B. Revocation. The Town designee shall revoke a short-term rental license upon determining that:
 - 1. A short-term rental license has been suspended more than once during the preceding twelve (12) months;

2. An owner or local agent gave the Town false, misleading or fraudulent information in the materials submitted during the application process;
3. An owner or local agent knowingly operated a short-term rental unit during a time when the short-term rental license was suspended; or
4. Any fact or condition exists that, if it had existed or had been known to exist at the time of the application for the license or renewal of the license, would have warranted the denial of the license application.

When the Town designee revokes a short-term rental license, the revocation shall continue for one year from the date of revocation, the owner shall not be issued a short-term rental license during the time such revocation is effective and must submit a new license application after the revocation expires. The Town designee shall send the owner a notice of revocation. Such notice of revocation shall state the reasons for revocation, the time period which the revocation is effective, and inform the owner of his or her right to appeal the decision.

5.10.120 Appeal of denial, suspension or revocation

- A. Appeal. An owner may appeal a denial of his or her application or suspension or revocation of his or her short-term rental license to the Town Board and shall be entitled to a public hearing before the Town Board. An appeal must be made in writing, stating the grounds for appeal, and delivered to the Town within five business days of the date of the notice of denial, suspension, or revocation by the Town designee. In the event of an appeal of a suspension or revocation decision, the owner may continue to operate the short-term rental unit during the hearing process unless the continued operation of the short-term rental unit pending resolution of the appeal will endanger the public health, safety or welfare, as determined by the Town.
- B. Hearing. A public hearing on the appeal shall be held within thirty (30) days of the date the appeal was submitted to the Town. At the hearing, the Town Board shall hear such statements and consider such evidence as is offered that is relevant to the reasons alleged for denial, suspension, or revocation. The Town Board shall make findings of fact from the statements and evidence offered at the hearing as to whether such reasons exist. The Town Board shall issue a written order either affirming or overturning the denial, suspension or revocation and stating the findings on which the Board's decision is based. A copy of the order shall be sent to the owner within thirty (30) days of the date of the hearing.
- C. No Refund. In the event of suspension or revocation of a short-term rental license, no portion of the short-term rental license fee shall be refunded.

5.10.130 Violation, penalty and enforcement

- A. It is unlawful for any owner, local agent, other agent of the owner or renter to violate any provision of this chapter.
- B. In addition to the suspension and revocation actions set forth in this chapter, violations of this chapter are subject to the penalties set forth in this code.
- C. Any violation of this chapter shall constitute a nuisance under this code and may be subject to the abatement procedures set forth in municipal code.

D. This section shall not be construed to prohibit the Town from taking any action permitted by law or in equity to remedy a violation of this chapter, including but not limited to seeking an injunction in any court of competent jurisdiction.

2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9TH DAY OF DECEMBER, 2021.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator, Clerk

BY: _____
Bill Bass
Mayor

Chapter 5.20

SHORT-TERM RENTAL REGULATIONS AND REGISTRATION

Sections:

- [5.20.010 Purpose.](#)
- [5.20.020 Definitions.](#)
- [5.20.030 Permit requirement.](#)
- [5.20.040 Permit application.](#)
- [5.20.050 Fee schedule and permit.](#)
- [5.20.060 Permit criteria.](#)
- [5.20.070 Complaint procedure.](#)
- [5.20.080 Permit renewal and appeal process.](#)
- [5.20.090 Rules and regulations.](#)
- [5.20.100 Penalties and revocation.](#)

5.20.010 Purpose.

The purpose of the short-term rental regulations is to facilitate the permitting of short-term rental units subject to appropriate restrictions and standards and to allow for varied accommodations and experiences for visitors while retaining the character of residential neighborhoods. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.020 Definitions.

“Short-term rental” of property shall mean the renting or offer to make available (by way of a rental agreement, lease, permit or any other means whether oral or written), for compensation or consideration, of residential property, a dwelling unit, or a portion thereof, for a period of less than 30 consecutive days. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.030 Permit requirement.

- (a) It shall be unlawful for any person to operate or advertise to rent any short-term rental unit without a valid short-term rental unit permit approved by the town manager or designee.
- (b) The short-term rental unit permit does not run with the property but is issued to the specific owner of the property. The permit shall not be transferred or assigned to another individual, person, entity, or address but may be managed by a third party on behalf of the owner.
- (c) Any person found to be advertising for rent or renting a short-term rental unit without a permit will be notified by certified mail or other delivery method requiring the signature of the recipient to cease and desist all offending actions. Upon receipt of the notice, the offending party shall have 10 business days to correct the offending action. Options would include removing the offending advertisement, ceasing the rental of the offending unit(s), or obtaining

a short-term rental permit. After the 10 business day period has ended without correction of the offending action or upon any further violation, the offending party shall be determined to be in violation of this section and shall be fined for each day the offending action continued.

(d) The requirements and restrictions of this chapter shall not apply to hotels, motels, lodges, or boarding houses. Short-term rentals are required to comply with IBC/IFC requirements for R-1 occupancies. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.040 Permit application.

Applicants for a short-term rental unit permit shall submit a completed application form which contains such information as required by this section and shall pay all fees required for the permit application. The application shall be reviewed administratively by the town manager or designee who shall approve or deny the application within 10 working days of submittal or as soon thereafter as reasonable.

The permit application shall include:

(a) Standard town application;

(b) A separate short-term rental permit is required for every rental unit;

(c) The name, mailing address, physical address of the rental unit and contact information including a 24-hour contact phone number for the owner or the owner's property manager (responsible agent) who can be contacted in the event of an emergency and who, therefore, can promptly address the needs of guests occupying the short-term rental unit and can respond within one hour;

(d) Proof of insurance as set forth in GMC [5.20.060\(c\)](#);

(e) A narrative addressing all of the short-term rental unit permit review criteria showing how they will be met;

(f) A statement that the owner has read and understands the rules and regulations for a short-term rental unit set forth in this chapter;

(g) The application fee; and

(h) Evidence of a current sales tax license.

(i) Applications must be completed within 14 days of online login or registration. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.050 Fee schedule and permit.

(a) The permit fee shall be per year per unit:

(1) One bedroom or studio: \$200.00.

(2) Two bedrooms: \$300.00.

(3) Three bedrooms: \$400.00.

(4) Four or more bedrooms: \$500.00.

For the purpose of calculating the permit fee and density, lofts are considered a bedroom.

(b) The permit application fee is a one-time payment of \$100.00. The purpose of the fee is to finance the cost of administering and monitoring compliance of terms, conditions and requirements for short-term rental operations.

(c) The permit must be posted within the short-term rental property within 10 days of final approval.

(d) The permit number must be included in all advertisements. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.060 Permit criteria.

The town manager or designee may approve or approve with conditions an application for a short-term rental unit permit if the following criteria and specific regulations are met:

(a) Sleeping quarters for short-term tenants shall not be in nonresidential areas within buildings or accessory structures (e.g., shed, garage, etc.), in commercial (office/retail) or industrial (warehouse) spaces, outdoors (e.g., tent, etc.) or in a recreational vehicle.

(b) A separate short-term rental permit is required for each rental unit. Time-share units will be treated as one unit. Each individual, physical time-share unit, though it may have multiple owners, will be considered as a single unit and will be required to pay the one-time permit application fee provided for in GMC [5.20.050\(b\)](#) and the annual permit fee provided for in GMC [5.20.050\(a\)](#) in order to be used as a short-term rental.

(c) The owner shall maintain and provide proof of property liability insurance in the amount of not less than \$500,000 or provide proof that property liability coverage in an equal or higher amount is provided by any and all hosting platforms through which the owner will rent the short-term rental unit. Proof of liability insurance is not required if the short-term rental reservations are handled exclusively by hosting platforms (websites) that extend liability coverage of not less than \$500,000.

(d) Short-term rental units must remain compliant with all planning, zoning, building, health, fire and town codes.

(e) The owner shall not have had a short-term rental unit permit revoked within the preceding 12 months. [Ord. 951 § 1 (Exh. A), 2021; Ord. 929 § 1, 2020; Ord. 918 § 1 (Exh. A), 2019].

5.20.070 Complaint procedure.

(a) Complaints concerning the use or occupancy of a licensed short-term rental unit may be made to the town by contacting the town of Granby police department/code enforcement officer (non-emergency dispatch number after regular business hours). The subject of the complaint may include without limitations such things as violations of the parking, trash, noise or other requirements related to short-term rental units as provided in this chapter or in the issued permit.

(b) When a complaint concerning a short-term rental unit has been received, the officer will attempt to contact the responsible agent for the short-term rental unit using the contact number on file. In the event the responsible agent does not answer the officer's telephone call, the officer may leave a voice message requesting a return call. It shall be a violation of this code, for the responsible agent to fail to respond to the officer's telephone call within one hour of the officer leaving a voice message. When the responsible agent is reached by telephone, the agent will be informed of the details of the complaint.

(c) The responsible agent is required to attempt to address the issue that was the subject of the complaint within one hour of having been notified. A responsible agent shall initially respond to a complaint by contacting the renter of the short-term rental by telephone, electronic methods or in person and requesting the renter take such action as is necessary to eliminate the violation that is the subject of the complaint. A proper response to a complaint may also require the responsible agent to visit the short-term rental unit to attempt to eliminate the violation identified by the complaint.

(d) A responsible agent is not required to and should not place themselves in a situation that could cause them physical harm or cause a public disturbance in order to address a complaint.

(e) The responsible agent shall promptly notify the town if the agent believes that the complaint has been successfully eliminated by the agent. If the town does not receive notification from the responsible agent that the complaint has been successfully eliminated within one hour of the agent having been notified of the complaint, it shall be presumed that the complaint has not been successfully eliminated and the complaining party may follow up with the town about the complaint.

(f) If the complaint involves the immediate health or safety of any person or property and the complaint was not eliminated, the responsible agent shall immediately contact the town of

Granby police department and follow all direction(s) given to the agent by the police department.

(g) If the responsible agent fails to respond to a complaint within one hour as required by this section, the town of Granby code enforcement officer shall investigate the matter. If the officer determines that there are reasonable grounds to conclude that a violation of this chapter has occurred a code violation citation may be issued.

(h) In the event the fire district receives a call regarding an STR unit, the fire district may contact the responsible party of the STR. In the event the responsible agent does not answer the fire district's telephone call, the fire district representative may leave a voice message requesting a return call. It shall be a violation of this code for the responsible agent to fail to respond to the fire district representative's telephone call within one hour of the representative leaving a voice message. Nothing in this section shall restrict the ability of the fire district to respond to a call for service. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.080 Permit renewal and appeal process.

(a) If two or fewer code violations have been filed related to the subject property in the previous 12 months and the applicant is current on all taxes, fees and other charges owed the town, the applicant is only required to purchase a new yearly permit.

(b) If three or more code violations have been filed related to the subject property in the previous 12 months, there shall be no renewal of the permit for a time period of three months. All future permit applications for the property shall be treated as new applications.

(c) Applicants seeking an appeal shall do so in writing within 10 business days of the date of the notice of denial or revocation to the town manager or designee. The notice of appeal shall contain the following information:

- (1) Name of property owner.
- (2) Name of registration holder.
- (3) Property address and legal description.
- (4) Date of violation(s).
- (5) Copy of notice of the violation(s).
- (6) Brief statement of grounds for appeal.
- (7) Any documentation the property owner or registration holder wants considered.

(8) Names, addresses, email address, and telephone number for contacting the appellant.

(d) Appeals are to be heard by the board of trustees within 30 days of receipt of notice of appeal.

(e) The board of trustees shall review the denial or revocation of a permit and shall only overturn the manager's or designee's determination if the board finds the decision to be arbitrary and capricious. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.090 Rules and regulations.

It shall be a violation of this chapter for the owner or short-term rental tenants to fail to comply with the following rules and regulations:

(a) All short-term tenants shall abide by all applicable noise (GMC [8.15.050](#), offense against peace and quiet), open fire, housing and public health ordinances and codes of the town and all other town fire and safety regulations.

(b) A site plan showing adequate parking shall be supplied at the time of application. Parking in private driveways shall be utilized first with overflow parking on the street if permitted. Parking on site in nondriveway areas (i.e., front yard areas, parkways and rear yards) shall be prohibited. Occupants must comply with all town parking regulations.

(c) The town-issued permit number shall be used in all rental marketing materials. It shall be considered a code violation if false or misleading occupancy marketing materials are posted.

(d) Use of short-term rental unit for any commercial gatherings or events that include attendees other than the short-term tenants (such as weddings) is prohibited.

(e) During the term that a short-term rental unit is occupied by a short-term rental tenant, the owner and/or responsible agent shall be available 24 hours per day, seven days a week, for the purpose of responding within one hour to complaints regarding the condition or operation of the short-term rental unit and its tenants. If the local responsible agent designated by the owner changes then the owner shall update the permit on file within three business days.

(f) A clearly defined trash storage area, an adequate number of trash containers and a trash company hired for regular pickup must be identified. Wildlife-proof trash containers shall be provided by the applicant. The owner or complex shall maintain weekly residential trash collection services. Garbage containers that are placed for street pickup shall not be left out for more than a 24-hour period. The property shall be free of trash and debris.

(g) The applicant shall obtain prior written consent from the governing homeowners' associations (HOAs) if the property is located within a governing HOA.

(h) Short-term rental properties must comply with the town sign code.

(i) If more than one property is accessed by a shared driveway, written permission to access the driveway must be obtained from each affected property owner before a permit will be issued.

(j) The maximum occupancy of a short-term rental unit shall be limited to four people more than twice the number of bedrooms listed in county records. A loft with an egress window or door may be treated as a bedroom. Example: two bedrooms equals two times two plus four, or eight people.

(k) No more than two pets per short-term rental unit shall be permitted. All pets must have proper vaccinations and all pet owners are required to obey all local, county and state laws and regulations.

(l) The property owner or property manager shall post the following information in a prominent location within the unit:

(1) Copy of approved short-term rental permit.

(2) Primary and secondary 24-hour contact person.

(3) Maximum occupancy permitted. The posting shall include a statement that it is a code violation of the short-term rental permit for the number of occupants to exceed the permitted occupancy.

(4) Maximum parking spaces and location on the property where parking is permitted and a statement that parking in nondesignated areas is prohibited.

(5) Identify the location of the garbage storage areas, garbage collection day and garbage disposal plan.

(m) A key safe, as regulated by the fire district, must be located outside of the main entrance door and must contain a spare key to the main entrance door as well as keys to any secure area within the premises (utility rooms, owners' closets, garages, etc.).

(n) The unit address shall be clearly marked and visible from the roadway with a minimum of three-inch reflective or high contrast numbers.

(o) To ensure the health, safety, and welfare of short-term renters, the following safety equipment must be installed and safety measures must be taken in the STR unit:

(1) Interconnected smoke detectors in each separate room of the STR unit;

(2) Carbon monoxide detectors on every floor of the STR near sleeping areas and near gas fueled boilers, furnaces, and fireplaces;

(3) Fire extinguishers on every floor of the STR, which must be visible or clearly marked;
and

(4) Egress doors and windows must remain operable and cleared of snow, debris or any other obstruction.

(p) Within 60 days of application for an STR permit or application for renewal of such permit, the town manager or his/her designated representative may enter upon and inspect the STR to ensure compliance with the provisions of this chapter. Such entry and inspection shall only be permitted between the hours of 9:00 a.m. and 5:00 p.m. and after providing the responsible agent of the STR at least three days' written notice of the town's intent to inspect. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

5.20.100 Penalties and revocation.

(a) Code and permit violation penalties (within a 12-month rolling period) are as follows:

(1) First offense: warning.

(2) Second offense: \$500.00.

(3) Third and subsequent offenses: \$1,000 and/or revocation of permit. [Ord. 951 § 1 (Exh. A), 2021; Ord. 918 § 1 (Exh. A), 2019].

SECTION 00300 - PROPOSAL

PROJECT IDENTIFICATION: Town of Lake City – Wastewater Treatment Plant Equipment

THIS PROPOSAL IS SUBMITTED TO: Town of Lake City
P.O. Box 544
Lake City, CO 81235

Proposal of _____ (hereinafter called "Proposer", organized and existing under the laws of the State of _____ doing business as _____ (a corporation, partnership, individual).

To the Town of Lake City (hereinafter called "Owner").

In compliance with your request for Proposals, PROPOSER hereby proposes to perform all WORK for the Wastewater Treatment Equipment in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

PROPOSER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Work within the number of days and date specified in the Agreement. PROPOSER further agrees to pay as liquidated damages, the sum specified in the Agreement each day thereafter as provided in Agreement

In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

(a) Proposer has examined copies of all the Proposing Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____

(b) Proposer has familiarized itself with the nature and extent of the Contract Documents, Work, site, conditions at and access to the site, locality, characteristics of the area and physical conditions, and all other features of the terrain, and with the local conditions and site constraints, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance or furnishing of the Work, or apply in any manner whatsoever to the Work. After a proposal has been submitted, the Proposer shall not assert that there was a misunderstanding concerning the nature or quantities of Work to be done or the conditions under which the Work will need to be performed.

(c) Proposer has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Proposer.

(d) Proposer hereby certifies that, as of the date hereof, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and the Contractor will participate in the federal e-verify program or the state program pursuant to CRS 8-17-102(5) in order to confirm eligibility of all employees who are newly hired for employment under this agreement.

Proposer agrees to perform all Work described in the Contract Documents for the following price(s) which includes the full scope of work specified and detailed in Section 00350 Measurement and Payment and as required to complete the work:

Lake City Wastewater Treatment Equipment Proposal Form

<u>DESCRIPTION</u>	<u>Price</u>
Aeration	537,468.55
Nitrox	550,772.72
Design	87,059.30
Freight	26,400.00
Bonds	<u>37,609.62</u>
Base Sub Total	1,239,310.19
Future Media deduct	(29,120.00)
Design – Air header, Piping, Air distribution Manifolds	8,000.00
Package Deduct	<u>(50,000.00)</u>
Total	1,168,190.19

3. Additional services fee schedule is attached.

4. Stipulated replacement costs as per paragraph 21.9 of the Agreement is attached.

Proposer agrees that the Work will be substantially complete within the timeframe described in the Agreement and completed and ready for final payment within accordance with the time required in the Agreement.

Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

The following documents are attached to and made a condition of this Proposal:

(a) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Proposal.

(b) A statement of Proposer's Qualification with supporting data and references regarding similar projects.

Submitted on _____, 20_____.

Respectfully submitted:

Signature Address

Title Date

License number (if applicable) Phone

SEAL - (if PROPOSAL is by a corporation

SECTION 00350 - MEASUREMENT AND PAYMENT

PART I – GENERAL

This section is intended to further define the scope of the proposal items on the proposal form. It is the intent of these Contract Documents that the costs for all the work required for a complete equipment package as described in the Contract Documents be included on the proposal form. Nothing in this Section or in the Proposal Form, including not finding a specific item or scope described, will negate the equipment Contractor's responsibility to furnish a complete, functional project as described in the Contract Documents.

All pricing shall be the complete cost to complete the Work whether specifically listed or needed to complete the work including materials, equipment, labor, quality control, installation and start up oversight, and all testing, testing equipment, protection of the work and shall demonstrate all components and assembled units will comply with required permits (mechanical, electrical etc) including UL listing, compliance with applicable Town and Colorado Department of Public Health and Environment (CDPHE) regulations and standards, including but not limited to American Iron and Steel, OSHA, and EEO, compliance with terms of easements and permits, safety, coordination with others, all submittals specified (including O&M manuals and as-constructed drawings), schedules, furnish specific location information for project surveying and staking of the equipment package, and shall include overhead profit, supervision, all applicable taxes, copyright, licensing, trademark and patent fees, warranties, and incidental work, tools, and materials and the associated costs of complying with all the requirements of the Contract Documents. All pricing shall be F.O.B. the Lake City Wastewater Treatment plant

In places, access to the work areas is limited. EP Contractor shall carefully inspect the site prior to submitting a proposal and include the costs associated with the limited access, site constraints, and any needed improvements and include the costs of such work in the proposal items which are impacted by such constraints.

The Work to be provided under this contract to furnish and install the equipment package specified in these contract documents to provide aeration and ammonia removal equipment for the Owner's wastewater treatment plant as detailed herein.

Furnish all material, equipment, labor, and shipping for an equipment package complete with all the appurtenances necessary for the package to perform as specified in Section 11,300 of the Agreement.

QUALIFICATION STATEMENT

Please complete all the questions. If additional space is needed, please attach a separate sheet of paper which references the question number.

EP Contractor Name: Triplepoint Environmental, LLC _____

Address: 6586 S Kenton St. Centennial, CO 80111 _____

Telephone 312-428-4634 _____ Email tom@lagoons.com__

Principal Owner/Officer: Brady O'Leary, Managing Director _____

Name Title
 Corporation Partnership Individual Joint Venture

I. TYPES OF WORK (list years of experience for each type of work desired)

Aeration Equipment x___ Nitrification x ___
Control Equipment x Package WW plants ___

Other (list) Denitrification, Phosphorus reduction, Design Build, header piping design, recirculation design

II. GENERAL EXPERIENCE INFORMATION

2.1 How many years has your organization been in business under your present business name?
Under the current owners? 11 _____

2.2 Date of organization or incorporation: 2008_ _____
State
Delaware

2.3 Names, Titles of Officers/Owners/Partners:
Brady, O'Leary – Managing Director; Patrick
Hill – Managing Member

If a partnership is it a general, limited, or association?

2.4 If you have controlling interest in any firm(s) other than the one listed above, list here: no

2.5 List percent of materials and equipment are typically included in equipment package are
produced internally 55%

List other major vendors: Kaeser, Gardner Denver, Aerzen, _____

If the answer to any of questions 2.6 - 2.11 is yes, provide explanation and/or details on a separate sheet of paper.

2.6 Have you or your organization or any officer or partner thereof failed to complete a contract awarded to it? Yes No If yes, give details:

2.7 Has the firm, any of its officers, principals, superintendents, or managers been involved in any litigation or court proceeding in the past eight (8) years? Yes No If yes, explain (listing type, kind, plaintiff, defendant, current status, etc.

2.8 Are there any judgments, claims, arbitration matters, unresolved contract disputes, or suits pending or outstanding against the firm, or any of its officers or principals? Yes No If yes, explain.

2.9 In the last eight years (8) has your firm, any of its officers, principals, managers, or superintendents filed any lawsuits or requested arbitration or formal mediation for or related to a construction contract? Yes No If yes, explain.

2.10 Has the firm, any of its officers, principals, superintendents, or managers been involved in any bankruptcy action as a bankrupt? Yes No If yes, explain

2.11 In the last eight (8) years has any of the firms officers, principals, managers, or superintendents ever been an officer or principal in another organization when it failed to complete a construction contract or filed any claims, lawsuits or requested arbitration or formal mediation for a construction contract? Yes No If yes, explain.

2.12 List on a separate sheet of paper the major projects your firm, its officers and principals, has completed during at least the last 5 years, providing, at a minimum, the following information for each project.

Name, Address, Phone, Contact Name of: Project, Owner, and Engineer If other than this firm, list Name, Address, Phone for Firm
Type of Project
Contract Amount, Date Completed
Percentage of work done with own forces and nature of that work

2.13 Total average annual construction valve of work for the last 5 years. \$ 7 million

2.14 List on a separate sheet of paper the major projects your firm has in progress at this time, providing, at a minimum, the following information for each project.

Name, Contact Name, Address, Phone of: Project, Owner, and Engineer, Type of Project

Contract Amount, Scheduled & Expected Completion Date, Percent Completed Percentage of work done being done with own forces and nature of that work

2.15 Total value of work under contract and in progress \$ 15 million

III. PERSONNEL OF ORGANIZATION

3.1 Provide resumes for the organization's principals, officers, and superintendents and managers the organization intends to assign to this project. Resumes shall include the last 3 projects of similar scope on which each person worked and define the role each played.

IV. REFERENCES

4.1 Surety - List the Surety Companies that have bonded your work for the past five years (use a separate paper if necessary):

Name of Surety Name, Address of Agent	Project and Location	Period of Bond From To	Maximum Limits & General Comments
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See attached TPENV Vendor Reference for Surety name and address.

4.1.a Total Currently Bonded \$550k Total Current Bond Limits \$5,000,000.00
See TPENV Vendor Reference attachment.

4.2 Bank Reference: See TPENV Vendor Reference attachment.

4.3 Trade References: See PENV Vendor Reference attachment.

V. FINANCIAL INFORMATION (See PENV Vendor Reference attachment.)

3.1 If requested, provide a financial statement with balance sheet and income statement and the following minimum information:

Current Assets: Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, prepaid expenses, net fixed assets, and other assets.

Current Liabilities: Accounts Payable, notes payable, accrued interest on notes, provision for incomes taxes, advances received from owners, accrued salaries, accrued payroll taxes, other

liabilities and capital (capital stock, authorized and outstanding shares of value, earned surplus and retained earnings).

Name of firm preparing the statement and date of the statement Fractional CFO Is Jack

- 3.2 Is the financial statement for the same exact firm as the qualification statement? If not, what is the relationship and the financial responsibility of the organization whose financial statement is provided?
- 3.3 Will the organization whose financial statement is provided act as a guarantor for the contract for which this qualification statement is provided? Yes ____.

AFFIDAVIT

Tom Daugherty certifies and says: That he is an authorized representative (Western Region Manager) of (Triplepoint Environmental) submitting this statement of experience; that s/he has read the same, and that the same is true of his/her knowledge; that the statement is for the purpose of providing construction proposals/proposals for the Lake City Wastewater Equipment and that any vendor or other agent therein named is hereby authorized to provide information necessary to verify the statement; and that furthermore, should this statement at any time cease to properly or truly represent his condition in any substantial respect, it will refrain from further work for the Town until it shall have submitted a revised and corrected statement.

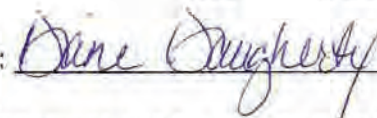
I certify and declare under penalty of perjury that the foregoing and attached information provided herein is true, correct, and sufficiently complete to not be misleading:

Subscribed on this January 26, 2023 at

Note: Use full corporate name & attach corporate seal here, if corporation

Official must sign here 

Title Western Region Manager _____

Attested: 

NOTE: Statement will be returned and proposals and/or proposals rejected unless this affidavit is completed in EVERY respect.

CONSTRUCTION CONTRACT

AGREEMENT

EQUIPMENT CONTRACT AGREEMENT

THIS AGREEMENT is made between the **TOWN OF LAKE CITY**, Colorado, (Owner or Town) and the Equipment Package (EP) Contractor, **__Triplepoint Environmental_LLC__** or the Purchase and Support of and aeration and nitrification equipment and such supporting components (Equipment Package) needed to meet the performance requirements contained in the Contract Documents.

The Owner's Representative (OR) is: Consolidated Consulting Services

The Owner and EP Contractor agree as follows:

ARTICLE 1

THE WORK:

The EP Contractor shall perform all the Work required by the Contract Documents as enumerated in Article 6.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION:

2.1 The Work to be performed under this Contract shall be commenced upon Owner emailing a Notice to Proceed to the EP Contractor.

2.2 Shop drawings, process design narrative and design calculations suitable for design review and submittal to the Colorado Department of Public Health and Environment (CDPHE) shall be delivered to the Town within 30 days of the Owner emailing a Notice to Proceed to the EP Contractor.

2.3 , Once CDPHE review comments are received, the EP Contractor will have 14 days to address CDPHE concerns.

2.4 The Equipment Package and all supporting appurtenances and materials shall be delivered to and unloaded into the Town's wastewater treatment plant (FOB the plant site) in accordance with the schedule noted below:

Air and Recycle Piping materials by September 1, 2023

Blowers by October 15, 2023

4 Aerators by October 15, 2023,

Balance of the aerators and equipment by 3/15/24

Handling and Installation instructions shall be provided to the plant contractor and the Town in advance of shipping each type of equipment.

2.5 The EP Contractor shall coordinate his schedule with that of the Plant Contractor to arrange equipment deliveries as needed to ensure smooth progression of the work of all parties, and EP Contractor shall be on site within 10 working days of being notified by the Plant Contractor that he is ready for installation of the equipment.

2.6 Failure to meet the deadlines outlined above will be considered an exceedance of the contract time.

2.7 Additional non-warranty support services shall be performed upon request of the Town in accordance with Exhibit A and Article 19.

ARTICLE 3

CONTRACT AMOUNT AND BASIS:

The Owner shall pay the EP Contractor for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following:

Total Sum listed in the Notice of Award for the Equipment Package, all supplemental equipment and materials, and required support as required by this contract including Part III of the Technical Specifications.

Payment for additional authorized non-warranty support services shall be in accordance with the schedule and provisions set out in Exhibit A and Article 19.

ARTICLE 4

PROGRESS PAYMENTS:

Based upon Applications for Payment submitted to the OR by the EP Contractor and Certificates for Payment issued by the OR, the Owner shall make progress payments to the EP Contractor as follows:

10% of the above specified of the total equipment package cost shall be due with 30 days when both parties have signed Agreement.

20% of the above specified of the total equipment package cost shall be invoiced when the project submittal receives approval from the Town.

EP Contractor may invoice on a monthly basis for the cost of materials received in Lake City. In no event, will more than 90% of the total contract price be paid until the Work has been completed and the Contract has been fully performed, as further described in Article 5, below.

When the final scope including all equipment and documentation is received on site in Lake City the balance up to 90% of the above specified of the total equipment package cost maybe be invoiced.

Upon the satisfactory completion of startup and acceptance testing (including any modifications required based on results of the Acceptance Testing), submission of an updated O&M manual, and submission of the Request for Final Payment, Owner shall pay EP Contractor the 10% of the above specified of the total equipment package cost subject to the terms of Article 5 below.

ARTICLE 5

FINAL PAYMENT:

After completion of the Work, provided the Contract be then fully performed, (other than services subject to Exhibit A), subject to the provisions of Article 16 of the General Conditions, the Owner shall publish a Notice of Final Settlement twice at least 10 days prior to the date of final settlement for payment of the above lump sum. The Owner shall withhold from final payments any amounts as required pursuant to C.R.S. 38-26-107.

ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS:

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- Agreement including General Conditions
- Proposal and Measurement and Payment
- CDPHE State Revolving Fund Required Specifications
- Technical Specifications
- Town Approved shop Drawings
- Change Orders - if any
- Modifications - if any
- Written Interpretation of OR - if any
- Performance Bond
- Payment Bond
- Notice of award
- Exhibits A (fee schedule) and B (2043 Design Criteria)

ARTICLE 7

CONTRACT DOCUMENTS:

7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), and other documents indicated above. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper

execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.2 By executing the Contract, the EP Contractor represents that he has familiar with the site, local conditions and local requirements, and the scope of work that is required.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the end product required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in and/or needed to produce such end product.

ARTICLE 8

OWNER'S REPRESENTATIVE (OR)

8.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.

8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The OR will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the EP Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the EP Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the EP Contractor's Applications for Payment, the OR will verify the amounts owing to the EP Contractor and will issue Certificates for Payment in accordance with Article 16.

8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Owner and the EP Contractor.

8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 9

OWNER:

9.1 The Owner shall secure any required permanent easements or real property necessary for the completed project and advise EP Contractor of the boundaries of Owner's easements or property.

9.2 The Owner shall issue all instructions to the EP Contractor through the OR.

ARTICLE 10

EP CONTRACTOR:

10.1 The EP Contractor shall supervise and direct the Work, using his best skill and attention. The EP Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically noted, the EP Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The EP Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The EP Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. Materials incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind.

10.5 The EP Contractor shall pay all sales, consumer, use and other similar taxes required by law for the execution of the Work at EP Contractor's expense except as provided in Article 24. The Owner is exempt from state and local sales and use taxes. EP Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue pursuant to C.R.S. 39-26-114(1)(a) XIX and 114(d).

10.6 The EP Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.

10.7 The EP Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the EP Contractor.

10.8 The EP Contractor shall review, stamp with his approval and submit all samples, calculations, and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents (See Section 11300 sub section 1.3). The Work shall be in accordance with Owner and CDPHE approved samples and shop drawings and consistent with submitted and approved calculations.

10.9 The EP Contractor shall comply with all applicable terms of the State Revolving Loan fund General Requirements

ARTICLE 11
SUBCONTRACTS:

11.1 A Subcontractor is a person who has a contract with the EP Contractor to perform any of the Work.

11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Proposers, the EP Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The EP Contractor shall not employ any Subcontractor to whom the OR or the Owner may have a reasonable objection. The EP Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the EP Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 12
SEPARATE CONTRACTS AND OWNER WORK:

12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12.2 The EP Contractor shall afford other contractors or Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate his Work with theirs.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

12.4 The Owner arrange and pay for the installation of equipment with technical assistance from the EP Contractor as described in the Specifications.

ARTICLE 13
ROYALTIES AND PATENTS:

The EP Contractor shall pay all royalties and license fees. The EP Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 14
PERFORMANCE AND PAYMENT BONDS:

A Performance and a Payment Bond shall be submitted, with Owner as payee-beneficiary, by EP

Contractor for all contracts in excess of \$50,000 or if indicated in Article 6.

Each bond shall be in the amount of the contract sum and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. Each bond shall comply with the requirements of C.R.S. 38-26-105 and 106.

ARTICLE 15

TIME AND LIQUIDATED DAMAGES:

15.1 All time limits stated in Article 2.4 and elsewhere in the Contract Documents are of the essence of the Contract. EP Contractor further agrees to pay as liquidated damage for delay in meeting any deadline, in the sum of \$500 for each day that expires after the number of days specified for each deadline in the contract documents.

15.2 If the EP Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the EP Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine. EP Contractor waives any claim for damages due to delay.

ARTICLE 16

PAYMENTS:

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the EP Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to another contractor or Owner, or (5) unsatisfactory prosecution of the Work by the EP Contractor.

16.3 Final payment shall not be due until (1) the EP Contractor has delivered to the Owner a bond, a clean irrevocable letter of credit, cash or other security satisfactory to the Owner indemnifying Owner against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the contract or on account of any claim which either Owner or EP Contractor believes may be asserted, (2) the EP Contractor has advised the Owner the any claims EP Contractor believes exist, (3) the Owner has inspected and approved the Work as complying with the contract, (4) written consent of surety, if any is required, and (5) any manufacturers or suppliers warranties and equipment literature, and any as-built plans and O&M Manuals required are delivered to Owner.

16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled claims, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any warranties, continuing provisions or special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the EP

Contractor except those previously made in writing and still unsettled.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The EP Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons including subcontractors, if any, who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. EP Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the equipment package is delivered and unloaded at the job site, accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the EP Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the EP Contractor.

ARTICLE 18

INDEMNIFICATION AND INSURANCE:

18.1: Indemnification:

The EP CONTRACTOR agrees to indemnify and hold harmless OWNER, its officers, employees, consultants, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, EP Contractor error, mistake, negligence, or other fault of the EP CONTRACTOR, any subcontractor of the EP CONTRACTOR, or any officer, employee, representative, or agent of the EP CONTRACTOR or of any subcontractor of the EP CONTRACTOR, or which arise out of any workmen's compensation claim of any employee of the EP CONTRACTOR or of any employee of any subcontractor of the EP CONTRACTOR. The EP CONTRACTOR agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the EP CONTRACTOR, or at the option of OWNER, agrees to pay OWNER or reimburse OWNER for the defense costs incurred by OWNER in connection with, any such liability, claims, or demands. The EP CONTRACTOR also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The obligation of this Section 18.1 shall not extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the OWNER, its officers, or its employees.

18.2 Insurance:

The EP CONTRACTOR agrees to procure and maintain, at its own cost, a policy or policies of

insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the EP CONTRACTOR pursuant to Section 18.1. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The EP CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 18.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

18.2.1 EP CONTRACTOR shall procure and maintain, and shall cause any subcontractor of the EP CONTRACTOR to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to OWNER. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the EP CONTRACTOR pursuant to Section 18.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

18.2.1(A) Workmen's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

18.2.1(B) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

18.2.1(C) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of EP CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the EP CONTRACTOR has no owned automobiles, the requirements of this Paragraph (3) shall be met as applicable by each employee of the EP CONTRACTOR providing services to the OWNER under this contract.

18.2.2 The policy required by paragraphs 18.2.1(B) and (C) above shall be endorsed to include OWNER and OWNER's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by OWNER, its officers, or its employees, or carried by or provided through any insurance pool of OWNER, shall be excess and not contributory insurance to that provided by EP CONTRACTOR. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The EP CONTRACTOR shall be solely responsible for any deductible losses under any policy required

above.

18.2.3 The certificate of insurance provided by OWNER shall be completed by the EP CONTRACTOR's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by OWNER prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to OWNER. The completed certificate of insurance shall be sent to OWNER.

18.2.4 Failure on the part of the EP CONTRACTOR to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which OWNER may immediately terminate this contract, or at its discretion OWNER may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by OWNER shall be repaid by EP CONTRACTOR to OWNER upon demand, or OWNER may offset the cost of the premiums against any monies due to EP CONTRACTOR from OWNER.

18.2.5 OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

18.2.6 The parties hereto understand and agree that OWNER is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, {24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to OWNER, its officers, or its employees.

18.2.7 Subrogation Waiver – All insurance policies in any way related to the project and secured and maintained by the EP CONTRACTOR as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against OWNER or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

18.2.8 The Agreement shall not be executed, and no notice or authorization to proceed shall be given until the Certificates required above, are submitted and approved by the Owner.

18.2.9 In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Owner, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

ARTICLE 19

SUPPORT SERVICES:

EP Contractor agrees to provide support services for the fees listed in Exhibit A for services the Town requests that are not otherwise covered by the warranty or performance guarantee. Such fees shall remain in effect for a period of five years following final payment in accordance with the provisions

below.

- 19.1 Such services shall be initiated upon request of the Owner and completed with due diligence thereafter.
- 19.2 The EP Contractor shall be responsible for EP Contractor quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings and other services rendered by the EP Contractor, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies.
- 19.3 In consideration of the proper performance of the services for work covered by Exhibit A, the Town agrees to pay the EP Contractor in accordance with the Provisions attached as Exhibit "A". Monthly partial payments based upon the EP Contractor's billings are permissible. The amounts of all such partial payments shall be based upon the EP Contractor's progress in completing the work.
- 19.4 The Town's approval of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the EP Contractor of responsibility for the technical accuracy of the Work. The Town's approval or acceptance of, or payment for, any services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

ARTICLE 20

CHANGES IN THE WORK:

20.1 The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner.

20.2 The Contract Sum and the Contract Time may be changed only by Change Order.

20.3 The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices if specified in the contract documents, or by mutual agreement.

ARTICLE 21

CORRECTION OF WORK AND WARRANTIES:

21.1 The EP Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work.

21.2 EP Contractor shall promptly remedy any defects due to faulty materials, equipment or workmanship which appear within a period of two years from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee, warranty or other provision required by the Contract Documents.

21.3 EP Contractor warrants that the Equipment Package shall meet the minimum performance requirements of listed in Exhibit B for a period of five (5) years from the date of final settlement and shall make such operational changes, repairs or replacement required.

21.4 The SELLER hereby warrants the products provided as part of this Agreement are free from defects in materials and workmanship for a period of five (5) years from the date of final settlement. This excludes the blowers and control panels for which the warranty is 24 months. If there are issues during the warranty period, the EP Contractor shall promptly furnish and install replacement equipment at EP Contractor's cost, FOB the Lake City WWTP.,

21.5 If the EP Contractor fails to repair or replace the defective portion of the Work within a reasonable time, The Town may take corrective action and collect the costs of doing so from the EP Contractor.

21.6 The provisions of this Article 21 apply to Work (including equipment and materials) done by Subcontractors as well as to Work done by direct employees of the EP Contractor, and are in addition to any other remedies or warranties provided by law, or other provisions of the contract documents.

21.7 EP Contractor warrants that it will provide replacement media for a period of 20 years from date of final settlement at market price, but not to exceed \$ 3,200 per cubic meter and Ares Aerator assemblies for \$3,900 each adjusted for inflation based on the Producer Price Index by Commodity: Machinery and Equipment: Industrial Controls and Related Parts and Accessories (WPU11750799) | FRED | St. Louis Fed (stlouisfed.org) with the base figure beginning from the date of final settlement.

ARTICLE 22

TERMINATION BY THE EP CONTRACTOR:

If the OR fails to issue a Certificate of Payment for a period of thirty days through no fault of the EP Contractor, or if the Owner fails to make payment thereon for a period of thirty days after receipt of OR's recommendation for payment and approval for the payment by the funding agencies, the EP Contractor may, upon seven days' written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 23

TERMINATION BY THE OWNER:

If the EP Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the EP Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the EP Contractor or, at his option, may terminate EP Contractor's work under the Contract and take

possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the EP Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the EP Contractor, but if such expense exceeds such unpaid balance, the EP Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 24

PERMITS:

Owner shall be responsible for the Building, Electrical and Plumbing Permit fees to install the equipment furnished under this contract at the Owner's site.

ARTICLE 25

MISCELLANEOUS PROVISIONS:

25.1 This contract shall comply with all applicable federal and Colorado state laws and shall be governed by the applicable law of the State of Colorado notwithstanding provisions herein to the contrary.

25.2 EP Contractor shall not assign this contract. The provisions of the contract are binding on the heirs, successors or assignees of the parties.

25.3 The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law.

25.4 No failure to enforce any provision of the contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this contract concerning any subsequent or continuing breach.

25.5 The terms of this agreement shall remain in full force and effect following final payment.

ARTICLE 26

ADDITIONAL PROVISIONS:

26.1 The Owner and EP Contractor shall cooperate in good faith and with due diligence to obtain CDPHE approval of the Equipment Package substantially as proposed. EP Contractor shall revise his design submittal, and plans and drawings and provide additional submittals as necessary to meet CDPHE requirements and requests in a timely manner. If the Town determines that obtaining CDPHE approval with the EP Contractor's Proposal will not occur within a reasonable time, the Town may terminate this contract and neither party shall have any further obligations under it.

26.2a. This project is funded in part by funding from the State Revolving Loan Fund (SRF) and from Energy and Mineral Impact (EIAF) funds. EP Contractor shall strictly adhere and implement applicable requirements of the funding agencies and the applicable requirements of the SRF general conditions

included with the contract including but not limited to demonstrating that they are not debarred or excluded from participation in federal assistance or benefit programs Davis Bacon and Related Acts, American Iron and Steel (AIS) Executive Order 11246, OSHA. It is also funded by the Colorado Water Resource and Power Development Authority (CWRPDA) and is subject to technical review by the Colorado Department of Public Health and Environment (CDPHE). EP Contractor shall comply with all applicable CDPHE, DOLA, and CWRPDA requirements and applicable laws and regulations. Copies of each of the funding contracts is available for review at Town Hall.

26.2b. The State of Colorado, DOLA, CDPHE, CWRPDA, the State Auditor, or the Town, or any properly delegated or authorized representatives of these entities, including independent certified public accountants of their choosing, shall have the right to inspect, examine and audit the EP Contractor's records, books, accounts, and other relevant documents concerning this contract for a period of five years after final payment.

26.3 The EP Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The EP Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the EP Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract

26.4 C.R.S. 8-17.5 and E-Verify Requirements

26.4a. EP Contractor certifies, warrants, and agrees that it or its sub contractors do not knowingly employ or contract with an illegal alien who will perform work under this Agreement, and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement through participation in Federal E-Verify Program or the state program established pursuant to CRS 8-17.5-102(5)(c).

26.4b. EP Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to EP Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

26.4c. EP Contractor hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either the e-verify program or the state program.

26.4d. EP Contractor is prohibited from using either the e-verify program or the state program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

26.4e. If EP Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, EP Contractor shall be required to:

(i) notify the subcontractor, the Owner, and State within three (3) days that EP Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that EP Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

26.4f. EP Contractor shall comply with any reasonable in the course of investigation undertaken pursuant to CRS 8.17.5-102(5) by the Colorado Department of Labor and Employment.

26.4g. If EP Contractor fails to comply with any requirement of this subsection of the Agreement or CRS 8.17.5-101 et seq. the Owner may terminate this Agreement for breach. If this Agreement is so terminated, EP Contractor shall be liable for actual and consequential damages to the Town.

26.4h In addition to complying with the above requirements, EP Contractor is also responsible to comply with federal employment verification requirements including requirements that all employees complete the I-9 Employment Eligibility Verification Form at time of hire and that employer verify the information using e-verify or other legally acceptable method.

27.1 EP Contractor hereby assigns all manufacturers' warranties to Owner and shall assist the Owner in enforcing such warranties. No limitation of any manufacturer's warranties, or additional warranties of EP Contractor, shall be construed to limit the obligations of the EP Contractor under any warranties or other provisions of the contract documents.

27.2 The EP Contractor must comply with all State Statutes including but not limited to the requirements HB 13-1292

27.3 Limitation of Liability. EP Contractor shall not be liable for any loss of profits, business, goodwill, interruption of business or damages related to this Agreement. Notwithstanding anything else to the contrary, EP Contractor shall not be liable for any special or punitive damages, except in the event of EP Contractor's intentional acts or gross negligence for any of its responsibilities under this Contract.

This Agreement is dated _____.

TOWN OF LAKE CITY, COLORADO

By _____

EP CONTRACTOR:

By _____

Sample EXHIBIT A – Article 19: Additional Support Services Fee Schedule

EP Contractor will provide the following additional support services upon receipt of a written request of the Town referencing Article 19 Services for the following fees:

Remote services related to controls, operations, etc. \$175 hr

Phone support for technical equipment issues \$175 hr

On site assistance for equipment issues. \$2000 day rate includes travel and per diem

Travel time

Exhibit B

Design Requirements

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Current			-						-				
Equiv Pop		700	700	700	750	1200	3000	4000	2600	2000	1750	750	750
Inf Q	(MDG)	0.08	0.08	0.08	0.08	0.1	0.18	0.18	0.13	0.1	0.08	0.07	0.07
Inf BOD	(mg/l)	250	250	225	225	275	400	450	450	425	425	425	350
Inf BOD	(ppd)	167	167	150	150	229	600	676	488	354	284	248	204
Inf NH3	(mg/l)	30	30	30	40	50	55	55	60	60	40	40	40
Inf TKN	(mg/l)	45	45	50	50	65	75	80	80	80	75	60	60
Liq Temp	(C)	1.5	1.5	3.5	6	8	12	16		12	7	4	2
Eff BOD	(mg/l)	25	25	25	25	25	25	25	25	25	25	25	25
Eff TSS	(mg/l)	25	25	25	25	25	25	25	25	25	25	25	25
Eff NH3	(mg/l)	9	9	9	8	7	6	7	6	6	8	8	9
Eff TIN*	(mg/l)	60	60	60	60	60	60	60	60	60	60	60	60

2043													
Equiv Pop		1400	1400	1400	1600	2200	5000	5000	4000	3500	2500	1500	1400
Inf Q	(MDG)	0.16	0.16	0.16	0.16	0.2	0.3	0.3	0.26	0.2	0.16	0.14	0.14
Inf BOD	(mg/l)	250	250	225	225	275	400	450	450	425	425	425	350
Inf BOD	(ppd)	334	334	300	300	459	1001	1126	976	709	567	496	409
Inf NH3	(mg/l)	30	30	30	40	50	55	5	60	60	40	40	40
Inf TKN	(mg/l)	55	55	55	55	65	75	85	85	85	80	70	55
Inf TKN	(ppd)	73.4	73.4	73.4	73.4	108.4	187.7	212.7	184.3	141.8	106.8	81.7	64.2
Liq Temp	(C)	1.5	1.5	3.5	6	8	12	16	16	12	7	4	2
Eff BOD	(mg/l)	25	25	25	25	25	25	25	25	25	25	25	25
Eff TSS	(mg/l)	25	25	25	25	25	25	25	25	25	25	25	25
Eff NH3	(mg/l)	9	9	9	8	7	6	7	6	6	8	8	9
Eff TIN*	(mg/l)	60	60	60	60	60	60	60	60	60	60	60	60

Liquid Temp is guess w/o insulated cover		
* Effluent 2 yr rolling TIN avg	45	
* Effluent Daily Max for TIN	80	
pH year round	6.5-9	

NOTICE OF AWARD

DATED:

TO: _____
Proposer

ADDRESS: _____

PROJECT NAME: Town of Lake City – Wastewater Treatment Plant Equipment

CONTRACT FOR: Town of Lake City – Wastewater Treatment Plant Equipment
Name of Contract as it appears in Proposal Documents

You are notified that your Proposal dated _____ for the above Contract has been considered. You are the apparent successful proposer and have been awarded a contract for Town of Lake City – Wastewater Treatment Plant Equipment with the following amended scope and pricing:

The Contract Price of your contract is _____ and 00/100 Dollars (\$ _____). The Owner reserves the right to add or deleted work as the project progresses for the unit prices above to insure the project stays within budget.

Actual payments will be based on the quantity and unit price for the work completed in accordance with the Contract Documents.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the Owner three fully executed counterparts of the Agreement including required Contract Securities (Bonds) as specified in the Agreement.
2. Certificates of Insurance with the minimum limits and additional insurers listed in the Contract Documents.
3. (List other conditions precedent). (None)

Failure to comply with these conditions within the time specified will entitle Owner to consider you proposal abandoned, to annul this Notice of Award and to declare your Proposal Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Lake City
Owner

BY: _____
Authorized Signature

Title

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ on _____, 20

BY: _____ Title: _____

Employer ID Number: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and _____
(Corporation, Partnership, or Individual) (Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____
Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Project Name: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of 20_____ .

ATTEST:

Principal

(Principal) Secretary

By _____(s)

(SEAL)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and _____
(Corporation, Partnership, or Individual) (Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Project Name: _____

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, sub-contractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said Work whether by Sub-Contractor or otherwise then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in __ counterparts, each of which shall be deemed an original, this the ___ day of _____ 20__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

Witness as to Surety

By
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

oOo

NOTICE TO PROCEED

DATED:

TO: _____
EP Contractor

ADDRESS: _____

PROJECT NAME: Town of Lake City – Wastewater Treatment Plant Equipment

CONTRACT FOR: Town of Lake City – Wastewater Treatment Plant Upgrade Equipment
Name of Contract as it appears in Contract Documents

You are notified that the Contract Time under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Agreement the date of Completion is _____.

Before you may start any Work at the site you must provide the Owner certificates of insurance which is required in the Agreement which is required to be purchased in maintained in accordance with the Contract Documents. You must also schedule with the Engineer and attend a pre-construction conference at the office of the Owner.

Also before you may start any Work at the site you must:

Town of Lake City
Owner

BY: _____
Authorized Signature

Title _____

ACCEPTANCE OF NOTICE to Proceed

Receipt of the above Notice to Proceed is hereby acknowledged by:

_____ on _____, 20__

BY: _____ Title:

Employer ID Number: _____

CHANGE ORDER No. _____

PROJECT: Wastewater Treatment Plant Equipment DATE OF ISSUANCE: _____

OWNER: Town of Lake City
Address: P.O. Box 544, Lake City, CO 81235

CONTRACTOR: _____

You are directed to make the following changes in the Contract Documents:

Description: _____

Attachments: _____

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price

Original Contract Time

Previous Change Orders #_ to #_

Net Change From Previous Change Orders

Contract Price Prior to this Change Order

Contract Time Prior to this Change Order

Net Increase (Decrease) this Change Order

Net Increase (Decrease) this Change Order

Contract Price w/all approved Change Orders

Contract Time w/all appr'd Change Orders

RECOMMENDED:

APPROVED:

APPROVED:

Engineer

Contractor

Owner

FINAL PAYMENT REQUEST

WASTEWATER TREATMENT PLANT EQUIPMENT

TO: Town of Lake City
P.O. Box 544
Lake City, CO 81419

Application for Payment _____

Period Ending: _____

Original Contract Amount	\$
Change Order Amount	\$
Total Work Constructed (see attached list)	\$
Total Project	\$
Less Previous Payments	\$
TOTAL AMOUNT DUE - FINAL PAYMENT	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that all labor covered by the application has been paid including all sub-contractors and that title to all materials and equipment incorporated in the Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner). This final payment represents final payment of all compensation due the Contractor for the Work in the Contract for the Wastewater Treatment Plant Equipment between the Town of Lake City and _____.

Engineer	Contractor	Town of Lake City
_____ Engineer	_____ Contractor	_____ Owner
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date



COLORADO
Department of Public
Health & Environment

State Revolving Fund Required Specifications

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Section 1

Davis Bacon Prevailing Wage Requirements

This contract is governed by the Davis Bacon and Related Acts and is subject to General Decision Number CO20230003 dated 06-02-2023. A copy of this General Decision Number is attached as [CO20230003 06/02/2023](#) to this document.

The SRF Program is subject to Davis Bacon and Related Acts, which extends the requirements of the Davis-Bacon Act. Compliance with the Davis-Bacon Act is required for any project funded by the Drinking Water Revolving Fund (DWRP) or Water Pollution Control Revolving Fund (WPCRF) programs. Non-Compliance with the Davis-Bacon Act may result in debarment and suspension from working on future projects funded with federal dollars for up to three years and/or loss of funding for the current project.

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub-grants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I - 5.

Attachment 1

Wage Rate Requirements under:

- The Consolidated Appropriations Act, 2016 (P.L 114-133), or
- The Water Resources Reform and Redevelopment Act of 2014 (WRRDA):

I. For Subrecipients that Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis - Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under The 2014 Act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. The recipient or subrecipient may also obtain additional guidance from US Department of Labor (DOL) web site at <https://www.dol.gov/agencies/whd/government-contracts/construction>

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under The Consolidate Appropriations Act, 2016, or The Water Resources Reform and Redevelopment Act of 2014, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
- (1) While the solicitation remains open, the subrecipient shall monitor <https://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (2) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

- (a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment works under the Clean Water State Revolving Fund (CWSRF) or a construction project under the Drinking Water State Revolving Fund (DWSRF) financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or The 2014 Act, the following clauses:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://sam.gov/>

- (ii) (A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative,

will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

- (i) The subrecipient(s) shall, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-

Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into

the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees--
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less

than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor

any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U .S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section, the contractor and any subcontractor responsible, therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the

Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Agency, State, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of non-compliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at:

<https://www.dol.gov/agencies/whd/contact/local-offices>

Section 2

American Iron and Steel

The State Revolving Fund Program is subject to, and requires compliance with, the American Iron and Steel requirement (AIS). American Iron and Steel requires Water Pollution Control State Revolving Fund (WPCRF) and Drinking Water Revolving Fund (DWRWF) assistance recipients use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed on or after January 17, 2014.

In providing bids, proposals, or services, the Contractor represents and warrants to and for the benefit of the borrower and the State that:

- a. The Contractor has reviewed and understands the American Iron and Steel requirement.
- b. All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved.
- c. The Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the borrower or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the borrower or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the borrower or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the borrower). While the Contractor has no direct contractual privity with the State, as a lender to the borrower for the funding of its project, the borrower and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For purposes of the WPCRF and DWRWF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings;
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel;
- Reinforced precast concrete; and
- Construction materials.

If the subrecipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by the EPA, the AIS requirement must be adhered to as described in the act.

A waiver may be provided if EPA determines that:

1. Applying these requirements would be inconsistent with the public interest.
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

All waiver requests must be routed through the Grants and Loans Unit project manager or compliance specialist.

EPA's guidance on AIS requirements, available at http://water.epa.gov/grants_funding/aisrequirement.cfm includes specific instructions for communities interested in applying for a waiver. After receiving a completed application for a waiver from the Grants and Loans Unit, EPA will publish the waiver request and all material submitted with the application on this website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to the EPA.

Approved National Waivers available for borrowers and contractors include:

- April 15, 2014 De Minimis Waiver:

“The EPA is hereby granting a nationwide waiver pursuant to the American Iron and Steel requirements of P.L. 113-76 CAA 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the material used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of materials used in and incorporated into a project.”

Section 3

National Term on Suspension and Debarment

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

The status of prospective individuals or organizations can be checked at the System for Award Management at <https://sam.gov/>

It is the prime contractor's responsibility to verify that subcontractors, vendors, suppliers and manufacturers are not on the excluded parties list.

Section 4

Equal Employment Opportunity and Affirmative Action Requirements on Federally Assisted Construction Contracts

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

County	Minority Participation in Each Trade ¹	Female Participation in Each Trade ¹
Fort Collins, Larimer	6.9%	6.9%
Archuleta, Delta, Dolores, Eagle, Garfield, Grand Junction, Gunnison, Hinsdale, Jackson, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%	6.9%
Colorado Springs, El Paso, Teller	10.9%	6.9%
Chaffee, Cheyenne, Clear Creek, Grand, Elbert, Kit Cason, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Yuma	12.8%	6.9%
Greeley, Weld	13.1%	6.9%
Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Gilpin, Jefferson	13.8%	6.9%
Alamosa, Baca, Bent, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache	19.0%	6.9%
Pueblo	27.5%	6.9%

1) Source: FR Vol.45 No. 194 / Friday, October 3, 1980

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed (See Form C).
- (4) As used in this Notice, and in the contract resulting from this solicitation, the covered area is **Hinsdale County**.

B. EQUAL OPPORTUNITY CLAUSES

- (1) The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated.
- (2) In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 41 CFR 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

A. DEFINITIONS AS USED IN SPECIFICATIONS

- (1) "Covered Area" means the geographical area described in solicitation from which this contract resulted;

- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands);
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. DETAILED SPECIFICATIONS

- (1) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$25,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (2) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan (Plan) approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (3) The contractor shall implement the specific affirmative action standards provided in paragraphs (6)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- (5) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (6) The contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.
 - (f) Disseminate the contractor's EEO policy by providing notice of the policy to

unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations servicing the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations are followed.

- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (7) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (6)(a) through (p) of the specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- (8) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the order if a specific minority group of women is under-utilized).
- (9) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (10) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (11) The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (12) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (6) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

- (13) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (14) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 5

Williams-Steiger Occupational Safety and Health Act of 1970

A. Authority

- (1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- (2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendment of the following:
 - (a) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
 - (b) art 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - (c) Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. Safety and Health Program Requirements

- (1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.
- (2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.
- (3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.
- (4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.
- (5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

Section 6

Discovery of Archaeological and Other Historical Items

A. Construction Procedures

In the event of an archaeological or more recent historical find (e.g., artifacts, housing sites) during any phase of construction, the following procedure should be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site possible.
- (2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

B. National Register Status

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the Water Quality Control Division.

Section 7

Disadvantaged Business Enterprise (DBE) - SRF Program Grant Agreement Information and Requirements

OVERVIEW OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Environmental Protection Agency's (EPA) new Disadvantaged Business Enterprise (DBE) rule became effective on May 27, 2008. The new DBE rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial discrimination through agency-wide procurement objectives. The new DBE rule revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program for funding received after May 27, 2008.

Note that the loan recipient is not a passive conduit of the contractor's DBE information. By submitting the proposed contractor's DBE documentation to the SRF Loan Program for review, the loan recipient is asserting that it has found the proposed contractor's documentation of good faith efforts adequate.

In order to be counted as a MBE/WBE under the new EPA DBE rule, MBE/WBEs must be certified by a federal agency (e.g., EPA, Small Business Administration, and Department of Transportation) or by a State, locality, Indian Tribe, or independent private organization that meets the certification requirements of the new EPA DBE rule. Under the new EPA DBE rule an individual claiming economic disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

Locating potential DBE sub-contractors is the responsibility of the bidder/contractor. The following is a list of resources that may be used to locate potential DBEs:

- The Colorado Department of Transportation maintains a listing of certified DBE'S on its website at: <http://coloradodbe.org/>
- The EPA maintains a searchable list by EPA region for the OSBP Registry at: <https://cfpub.epa.gov/sbvps/index.cfm?fuseaction=app.search>

Applications for certification by EPA can be found on EPA's Small Business Programs website at http://www.epa.gov/osbp/dbe_fair.htm

Each procurement contract signed by a loan participant must include the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract."
(Appendix A to Part 33—Term and Condition)

GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR PART 33

A. REQUIREMENTS

1. Each procurement contract signed by a loan recipient must include the following term and condition:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract

which may result in the termination of this contract or other legally available remedies.

2. The recipient and prime contractor will create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts on EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:
 - (a) Entity's name with point of contact;
 - (b) Entity's mailing address, telephone number, and e-mail address;
 - (c) The procurement on which the entity bid or quoted, and when; and
 - (d) Entity's status as an MBE/WBE or non-MBE/WBE.
3. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities.
 - (a) At a minimum, fulfillment of six affirmative steps (good faith efforts) is required as set forth below:
 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian, Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian, Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Use the services of the SBA and the Minority Business Development Agency of the Department of Commerce.
 6. If the prime contractor awards subcontract, require the prime contractor to take the affirmative Steps 1 through 5 listed above.

4. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
5. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.
6. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts if soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.

B. FAIR SHARE OBJECTIVES

1. The Colorado SRF project goals are:

SRF Project	%MBE	%WBE
Construction	6.1%	6.6%

C. DEFINITIONS

1. Disadvantaged Business Enterprise (DBE) is a business concern which meets the qualifications of a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE)
2. Minority Business Enterprise (MBE) is a business concern which is:
 - (a) Certified as socially and economically disadvantaged by the Small Business Administration;
 - i. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
 - ii. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.
 - (b) Certified as a minority business enterprise by a State or Federal agency; and
 - (c) An independent business concern which is at least 51 percent owned and controlled by minority group member(s).

- i. A minority group member is an individual who is a citizen of the United States and one of the following:
 1. Black American;
 2. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
 3. Native American (American Indian, Eskimo, Aleut, native Hawaiian); or
 4. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).
 - ii. In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:
 1. Risk of loss/share of profit commensurate with the proportional ownership; and
 2. Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).
 - iii. A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:
 1. Authority to sign bids and contracts;
 2. Decisions in price negotiations;
 3. Incurring liabilities for the firm;
 4. Final staffing decisions;
 5. Policy-making; and
 6. General company management decisions.
 - iv. Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.
3. Women's Business Enterprise (WBE) is a business which is certified as such by a State or Federal agency, or which meets the following definition:

"A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a

business which is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."

As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs C.2.a., C.2.b, and C.2.c(2), (3), and (4).

4. Fair Share or Fair Share Objective: A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.
5. Recipient: A party receiving SRF financial assistance.
6. Project: The scope of work for which an SRF loan is awarded.
7. Bidder: A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
8. Offeror: A party seeking to obtain a contract with a recipient through a negotiative procurement process.
9. Prime Contractor: A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.
10. Good Faith Efforts: Good faith efforts by a recipient, prime contractor, and/or bidder/offeror means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerors to comply with good faith efforts.
 - (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian, Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - i. Maintain and update a listing of qualified MBE/WBEs that can be solicited for construction, equipment, services and/or supplies.
 - ii. Provide listings to all interested parties who request copies of the bidding or proposing documents.
 - iii. Contact appropriate sources within your geographic area and state to identify qualified MBE/WBE for placement on your MBE/WBE business listings.
 - iv. Utilize other MBE/WBE listings such as those of the state's minority business

office, the Small Business administration, Minority Business Development Agency (MBDA) of the Department of Commerce, EPA OSDBU, and DOT.

- v. Have state environment agency personnel review solicitation lists.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- i. Develop realistic delivery schedules which may provide for greater MBE/WBE participation.
 - ii. Advertise through the minority media in order to facilitate MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - iii. Advertise in general circulation publications, trade publications, state agency publications and minority and women's business focused media concerning contracting opportunities on your projects. Maintain a list of minority and/or women's business-focused publications that may be utilized to solicit MBE/WBEs.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian, Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- i. Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBEs.
 - ii. Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of MBE/WBEs.
 - iii. Conduct meetings, conferences, and follow-ups with MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- i. Notify MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.
 - ii. Provide MBE/WBE trade organizations with succinct summaries of solicitations.
 - iii. Provide interested MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (e) Use the services of the SBA and the Minority Business Development Agency (MBDA) of the Department of Commerce.

- i. Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE bidders lists to assist these firms in the development of bid packaging.
 - ii. Seek out Minority Business Development Centers (MBDC) to assist recipients and prime contractors in identifying MBE/WBEs for potential work opportunities on projects.
- (f) If the prime contract awards subcontracts, require the prime contractor to take steps in Paragraphs (a) through (e) of this section.

D. REPORTING

1. The recipient must submit “DBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements,” to the Project Administrator beginning with the Federal Fiscal year quarter the bid is awarded and continuing until the project is completed. These reports must be submitted within 5 days of the end of the Federal fiscal quarter or by January 5, April 5, July 5, and October 5. Please e- mail reports to:

CDPHE_grantsandloans@state.co.us

2. Bidders/offerors shall demonstrate compliance with good faith efforts in order to be deemed responsible.
3. The prime contractor must distribute DBE Program Subcontractor Participation Form (EPA Form 6100-2) to all of its DBE subcontractors. The subcontractors can submit completed forms to the State of Colorado, Water Quality Control Division, Grants and Loans Unit.
4. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (Form 6100-3).
5. The prime contractor must complete DBE Program Subcontractor Utilization Form (Form 6100-4).
6. Form 6100-3 and Form 6100-4 must be submitted by the apparent low-bidder within ten calendar days of the bid opening. Failure to submit this information will be viewed as a non-responsive bid.

Section 8

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

The following requirements including terms and conditions apply to this contract and expenditures submitted for reimbursement through the state revolving fund loan covering the work to be completed in this contract.

- A. This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.
- B. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 1. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a) Procure or obtain, extend or renew a contract to procure or obtain;
 - b) Enter into a contract (or extend or renew a contract) to procure; or
 - c) Obtain the equipment, services, or systems.
 2. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list at <https://sam.gov/>
- D. There is no exhaustive list of components and services that fall under the prohibition. Exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and

advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Section 9

Signage Requirements

The following signage guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategies as acceptable options for communities to follow:

- Standard signage;
- Posters or wall signage in a public building or location;
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility;
- Online signage placed on community website or social media outlet;
- Press release.

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project and community;
- Project cost;
- The State Agency/SRF administering the program;
- The EPA and State Agency logos (EPA logo may only be used on a sign).

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall;
- Community Center;
- Locally owned or operated park or recreational facility;
- Public Library;
- County/municipal government facilities;
- Court house or other public meeting space.

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers, particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility, project and community;
- State SRF administering the program;
- Project is wholly or partially funded with EPA funding;
- Brief description of project;
- Brief description of the water quality benefits the project will achieve.

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support, EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter, periodical or press release should ensure the following are included:

- Name of facility, project and community;
- State SRF administering the program;
- Project is wholly or partially funded with EPA funding;
- Brief description of the project;
- Brief listing of water quality benefits to be achieved.

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community;
- State SRF administering the program;
- Project is wholly or partially funded with EPA funding;
- Brief description of the project;
- Brief listing of water quality benefits to be achieved.

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community or facility website if available. In some cases, communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as non-point source or sponsorship projects, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community;

- State SRF administering the program;
- Project was wholly or partially funded with EPA funding;
- Brief description of the project;
- Brief listing of water quality benefits to be achieved.

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, or online materials. States may consider using the following:

"Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name]. This project will [description of project] and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide."

For projects in certain areas, states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits, such as reduction of combined sewer overflow (CSO) events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria, States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

Section 10

SRF Required Forms by Section

SRF forms can be found on this webpage: <https://cdphe.colorado.gov/state-revolving-fund-information> (scroll to the bottom of the page to find the “forms” link)

Section 1 - Davis Bacon Prevailing Wages

- Davis Bacon Certification Form (SRF form);
- WH - 347 - Contractors Payroll Form;
- Standard Form 1444 - Request for Authorization of Additional Classification and Rate;
- Standard Form 1445 - Labor Standards Interview Form.

Section 2 - American Iron and Steel

- American Iron and Steel Certification Form (SRF Form);
- American Iron and Steel Product Spreadsheet (SRF Form).

Section 3 -National Term on Suspension and Debarment

- No applicable forms.

Section 4 - Equal Employment Opportunity and Affirmative Action Requirements

- No applicable forms.

Section 5 - Williams-Steiger Occupational Safety and Health Act of 1970

- No applicable forms.

Section 6 - Discovery of Archaeological and Other Historical Items

- No applicable forms.

Section 7 - Disadvantaged Business Enterprise (DBE)

- Form 6100-2 provided by prime contractor completed by DBE subcontractor and submitted to the CDPHE GLU project manager;
- Form 6100-3 provided by prime contractor completed by DBE subcontractor and submitted CDPHE GLU project manager;
- Form 6100-4 provided by subrecipient completed by prime contractor as part of bid package;
- Form B provided by subrecipient completed by prime contractor submitted to the Compliance Specialist or at cdphe_grantsandloans@state.co.us.

Section 8 - Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

- No applicable forms.

Section 9 -Signage Requirements

- No applicable forms.

"General Decision Number: CO20230003 06/02/2023

Superseded General Decision Number: CO20220003

State: Colorado

Construction Type: Heavy

Counties: Alamosa, Archuleta, Baca, Bent, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Elbert, Fremont, Garfield, Gilpin, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, La Plata, Lake, Las Animas, Lincoln, Logan, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Ouray, Park, Phillips, Pitkin, Prowers, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Sedgwick, Summit, Teller, Washington and Yuma Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	06/02/2023

ELEC0012-002 09/01/2021

ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, RIO GRANDE AND SAGUACHE COUNTIES

	Rates	Fringes
Electricians:		
Electrical contract over		
\$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	13.00+3%

 * ELEC0068-011 06/01/2023

CLEAR CREEK, EAGLE, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

 ELEC0111-002 09/01/2022

	Rates	Fringes
Line Construction:		
Groundmen.....	\$ 23.89	21.25%+7.35
Line Equipment Operator.....	\$ 38.61	21.25%+7.35
Lineman and Welder.....	\$ 53.61	24.25%+7.35

 * ELEC0113-004 06/01/2023

CHEYENNE, ELBERT, KIT CARSON, LINCOLN, PARK AND TELLER COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 35.70 17.52

ELEC0969-003 06/01/2019

DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT,
MONTEZUMA, RIO BLANCO, AND ROUTT COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 25.20 10.06

ELEC0969-006 01/01/2019

OURAY, PITKIN, SAN JUAN AND SAN MIGUEL COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 30.80 10.92

ELEC0969-010 06/01/2019

DELTA AND MONTROSE COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 25.20 10.06

* ENGI0009-004 05/01/2023

Rates Fringes

Power equipment operators:

Mechanic.....\$ 34.58 14.25
Motor Grader: Blade-finish..\$ 34.58 14.25
Motor Grader: Blade-rough...\$ 34.05 14.25
Roller: self-propelled,
all types over 5 tons.....\$ 34.05 14.25
Roller: self-propelled,
rubber tires under 5 tons...\$ 33.62 14.25
Trackhoe.....\$ 34.21 14.25

PLUM0003-003 06/01/2022

CLEAR CREEK, GILPIN, GRAND, JACKSON, LAKE, LOGAN, MORGAN,
PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, AND YUMA. PARTS OF
ELBERT, EAGLE, KIT CARSON, LINCOLN, AND PARK COUNTIES

Rates Fringes

PLUMBER.....\$ 46.58 19.29

PLUM0058-010 07/01/2022

ALAMOSA, BACA, BENT, CHAFFEE, CHEYENNE, CONEJOS, COSTILLA, CROWLEY, CUSTER, ELBERT (Southern portion including towns of Elbert, Matherson and Simla), FREMONT, HUERFANO, KIOWA, KIT CARSON (Including towns of Dfalgler, Siebert, Vona, Stratton and Bethune), LAS ANIMAS, LINCOLN (Including towns of Geona and Arriba in the southern portion of the county), MINERAL, OTERO, PARK (Including towns of Fauplay, Hartsel and Lake George), PROWERS, PUEBLO, RIO GRANDE, AND SAGUACHE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 42.20	16.69

 PLUM0058-012 07/01/2022

TELLER COUNTY

	Rates	Fringes
PLUMBER		
Includes HVAC Work.....	\$ 42.20	16.69

 PLUM0145-004 07/01/2022

ARCHULETA, DELTA, DOLORES, EAGLE (Eagle County is divided from where Pitkin and Lake Counties join on the north, and in a straight line to and including the town of Edwards and northerly to the south east corner of Routt County), GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.47	14.82

 * SUCO2001-005 12/20/2001

	Rates	Fringes
Carpenters:		
Form Building and Setting...	\$ 16.16 **	.82
All Other Work.....	\$ 15.72 **	
Cement Mason/Concrete Finisher...	\$ 14.76 **	2.28
Laborer, common.....	\$ 11.11 **	3.80
PIPEFITTER.....	\$ 18.13	1.84
Power equipment operators:		
Backhoe.....	\$ 15.93 **	3.58
Bobcat/Skid Loader.....	\$ 20.22	4.41
Bulldozer.....	\$ 15.08 **	4.44
Excavator.....	\$ 15.39 **	

Front End Loader.....\$ 15.86 ** 3.59

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information. determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

"UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



American Iron and Steel Certification

Project Name: _____

Period From: _____ To: _____

Section 436 of the Consolidated Appropriations Act, 2014 states that:

None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

To meet this requirement, the undersigned hereby certifies that all iron and steel products which are to be incorporated into the (Name of Construction Contract), has been manufactured and/or fabricated using domestic iron and steel as defined by the above referenced section 436 of P.L. 113-76 and EPA's Guidance Memorandum dated March 20, 2014 for Implementation of American Iron & Steel unless an appropriate waiver has been granted by the Administrator of the Environmental Protection Agency.

Name of Loan Recipient

Date

Signature of Authorized Official

Print Name and Title of Authorized Official

NOTE: A current completed copy of the American Iron and Steel Products tracking spreadsheet MUST accompany this document.





Project Name: _____

Period From: _____ To: _____

Davis-Bacon Act CERTIFICATION

I certify to the best of my knowledge and belief that the above referenced project:

Complies with Davis-Bacon and Related Acts and that all laborers and mechanics employed by contractors and subcontractors during the above referenced period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

Name of Loan Recipient

Date

Signature of Authorized Official

Print Name and Title of Authorized Official

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR	ADDRESS
--	---------

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT/RSST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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			S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**Request For Wage Determination And
Response To Request**

(Construction Wage Rate Requirements Statute and Related Statutes)

U.S. Department of Labor

Wage and Hour Division

<p>FOR DEPARTMENT OF LABOR USE</p> <p>Response To Request</p> <p><input type="checkbox"/> Use area determination issued for this area</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> The attached decision noted below is applicable to this project</p> <p>Decision Number _____</p> <p>Date of Decision _____</p> <p>Expires _____</p> <p>Supersedes Decision Number _____</p> <p>Approved _____</p>	<p>Mail Your Request To:</p> <p>U.S. Department of Labor Wage and Hour Division Branch of Construction Contract Wage Determinations Washington, D.C. 20210</p> <p>Requesting Officer (Typed name <i>and signature</i>) _____</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Department, Agency, or Bureau _____</td> <td style="width:50%;">Phone Number _____</td> </tr> <tr> <td>Date of Request _____</td> <td>Estimated Advertising Date _____</td> </tr> <tr> <td>Prior Decision Number (if any) _____</td> <td>Estimated Bid Opening Date _____</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Estimated \$ Value of Contract</td> <td colspan="2">Type of Work</td> </tr> <tr> <td><input type="checkbox"/> Under 1/2 Mil <input type="checkbox"/> 1 to 5 Mil</td> <td><input type="checkbox"/> Bldg.</td> <td><input type="checkbox"/> Highway</td> </tr> <tr> <td><input type="checkbox"/> 1/2 to 1 Mil <input type="checkbox"/> Over 5 Mil</td> <td><input type="checkbox"/> Resid.</td> <td><input type="checkbox"/> Heavy</td> </tr> </table> <p>Address to which wage determination should be mailed. (Print or type)</p> <div style="border: 1px solid black; height: 150px; margin: 10px 0;"></div> <p>Location of Project (<i>City, County, State, Zip Code</i>) _____</p> <p>Description of Work (<i>Be specific</i>) (Print or type) _____</p>	Department, Agency, or Bureau _____	Phone Number _____	Date of Request _____	Estimated Advertising Date _____	Prior Decision Number (if any) _____	Estimated Bid Opening Date _____	Estimated \$ Value of Contract	Type of Work		<input type="checkbox"/> Under 1/2 Mil <input type="checkbox"/> 1 to 5 Mil	<input type="checkbox"/> Bldg.	<input type="checkbox"/> Highway	<input type="checkbox"/> 1/2 to 1 Mil <input type="checkbox"/> Over 5 Mil	<input type="checkbox"/> Resid.	<input type="checkbox"/> Heavy	<p>CHECK OR LIST CRAFTS NEEDED (Attach continuation sheet if needed)</p> <p>_____ Asbestos workers</p> <p>_____ Boilermakers</p> <p>_____ Bricklayers</p> <p>_____ Carpenters</p> <p>_____ Cement masons</p> <p>_____ Electricians</p> <p>_____ Glaziers</p> <p>_____ Ironworkers</p> <p>_____ Laborers (Specify classes)</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ Lathers</p> <p>_____ Marble & tile setters, terrazzo workers</p> <p>_____ Painters</p> <p>_____ Piledrivermen</p> <p>_____ Plasterers</p> <p>_____ Plumbers</p> <p>_____ Roofers</p> <p>_____ Sheet metal workers</p> <p>_____ Soft floor layers</p> <p>_____ Steamfitters</p> <p>_____ Welders-rate for craft</p> <p>_____ Truck drivers</p> <p>_____ Power equipment operators (Specify types)</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p> <p>Other Crafts</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p>
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**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Control Number: 9000-0089
Expiration Date: 10/31/2019

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
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3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
--	---------------------------------------	----------------

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER				EMPLOYEE INFORMATION				
NAME OF PRIME CONTRACTOR				LAST NAME		FIRST NAME		MI
				STREET ADDRESS				
NAME OF EMPLOYER				CITY		STATE	ZIP CODE	
				SUPERVISOR'S NAME		WORK CLASSIFICATION		WAGE RATE
LAST NAME		FIRST NAME		MI				

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)



FORM B - DBE PROCUREMENTS MADE DURING QUARTER

Federal Quarter & Year: _____

1st (Oct-Dec); 2nd (Jan-Mar);
 3rd (Apr-Jun); 4th (Jul-Sep)

Procurement Made By		Business Enterprise		Total Dollar Value of Procurement	Date of Procurement Award MM/DD/YY	Type of Product or Service (see key below)	Name/Address of DBE Contractor or Vendor
Loan Recipient	Prime Contractor	MBE	WBE				
				\$			
				\$			
				\$			
				\$			

Type of Product or Service: 1=Construction 2=Supplies 3=Services 4=Equipment

Loan Recipient:		SRF Project Number			Amount Paid this Quarter	Cumulative Amount Paid to Date
DBE Reporting Contact for Loan Recipient:		Phone:	SRF Loan Amount:	MBEs:	\$	\$
State SRF Contact: Matt Alms		Phone: (303) 692-6264	e-mail: matt.alms@state.co.us	WBEs:	\$	\$
Print Name of Signature Authority of Loan Recipient:			Telephone Number:	Signature:		Date:
Print Name of Prime Contractor & Project Manager			Telephone Number:	Signature of Contractor Project Manager:		Date:

Form is due within 5 days after the end of each quarter throughout construction- 1/5, 4/5, 7/5, 10/5.

Instructions for completing and submitting Form B.

1. Federal Quarter/Year: Enter the corresponding quarter and federal fiscal year for each quarter submitted. Do not enter multiple quarters on one sheet.
2. Procurement Made By: Check whether the procurement was awarded by the recipient or the prime contractor
3. Business Enterprise: Check whether the business enterprise was Minority owned (MBE) or Women owned (WBE) business
4. Total Value of Procurement: Enter the total amount of the bid award
5. Date of Procurement Award: Enter the date the bid was **awarded**
6. Name/Address of DBE Contractor or Vendor: Enter the full name and address including city, state and zip of the awarded bidder. Use one sheet per prime contractor for all awards; do not use separate sheets for each business awarded.
7. Loan Recipient: Enter the full name of the recipient.
8. SRF Project Number: Enter the project number of the loan recipient as identified in the Intended Use Plan. This is a 6 digit number ending in the letter W (wastewater) or D (drinking water). If you do not know the project number, contact your project manager for assistance.
9. Loan Recipient DBE Contact: Enter the name of the person responsible for completing Form B.
10. Phone: Enter the phone number of the person responsible for completing Form B.
11. SRF Loan Amount: Enter the amount of the loan that was closed with the Colorado Water Resources and Power Development Authority Exhibit B of the loan agreement.
12. Amount Paid This Quarter: Enter the total amount disbursed to the awarded business for each quarter for each of the MBE and/or WBE you have paid out. Do not use a separate sheet for each business paid just use a total amount and do not enter a contract award amount.
13. Cumulative Amount Paid to Date: Add the previous quarter cumulative amount to the amount paid in the current quarter to calculate the cumulative amount paid to date.
14. Print Name of Signature Authority for Loan Recipient: This should be the same person who has authority to sign off on pay requests
15. Telephone Number: Phone number of 14.
16. Signature: Signature of 14. The form is incomplete if there are no signatures and will be returned to the loan recipient.
17. Date: Date the form was signed by 14.
18. Print Name of Prime Contractor & Project Manager: Company name and project manager name.
19. Telephone Number: Phone number of 18. .
20. Signature of Contractor Project Manager: Signature of 18. The form is incomplete if there are no signatures and will be returned to the loan recipient.
21. Date: Date the form was signed by 18.



**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form**

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor



This form is intended to capture the DBE subcontractor’s description of work to be performed and the price of the work submitted to the prime contractor. An SRF Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___DOT ___SBA ___Other: _____		Meets/ exceeds certification standards? ___YES ___NO ___Unknown



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date



**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	<input checked="" type="radio"/> NO
--	---------	-------------------------------------

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Section 11300

AERATION AND NITRIFICATION EQUIPMENT

PART 1 – GENERAL

1.1. DESCRIPTION

This specification defines requirements for aeration and nitrification (ammonia removal) equipment package to be provided by the Equipment Package (EP) Contractor. Included with the equipment package should be all hardware, controls, and piping to allow for years of trouble-free operation of the aeration and nitrification equipment, with only occasional operator intervention. More specifically the package furnished by the Contractor shall include, but not be limited to: aerators, diffusers, blowers, mixers, VFD drives (if specified), high surface area media, insulated covers, piping, valves, monitoring equipment, controls including automatic and programmable controls for heating and an Ethernet port to add additional monitoring and logging at later date, process integration panel, any heating and/or cooling elements and controls needed for the system proposed to function to meet design requirements, and appurtenances as specified herein and/or required for complete system to remove BOD, TSS, TKN including NH₃, and meet the limits provided in Exhibit B of the Agreement.

Note that anywhere these specifications reference a nitrification basin, the term is intended to also include a polishing reactor, or other ammonia removal system. Note that environmental conditions in Lake City make it impractical to recycle and/or waste sludge on a regular basis.

The EP Contractor shall furnish all labor, materials, tools, equipment to perform all work and services necessary for and incidental to the furnishing and installation assistance to the Plant Contractor which includes EP Contractor assisting by participating and overseeing the installation of a complete aerated lagoon system and nitrification equipment package, complete and ready for operation in accordance with the provisions of these contract documents. EP Contractor shall provide installation assistance, startup, commissioning and staff training services as specified herein. The EP Contractor shall also assist the Owner during the Startup / Acceptance and Performance Testing periods.

The plant renovation needs to be constructed in phases so that the Town can continue to properly continue to treat wastewater while the new work is furnished and installed. A phasing plan of operation which addresses phasing of the renovations has been submitted to CDPHE.

System supplied must meet the design criteria and requirements of the Colorado Department of Public Health and Environment (CDPHE). Although pre-approval of the system is not required, the site specific package must be able to receive approval of CDPHE in a timely manner, i.e, design shall be submitted to CDPHE, once CDPHE review comments are received, the EP Contractor will have 14 days to address CDPHE concerns and have the updates submitted back to the project engineer. If

more than one resubmittal of documents is required due to incomplete or problematic responses that will be considered an exceedance of the contract time.

1.2 Quality Control and Assurance

EP Contractor and equipment furnished shall be from a source that has successfully completed at least 5 similar systems in an environment and with the seasonal variations as found in Lake City CO.

Manufacturer's authorized representative shall be trained and approved for installation supervision of units required for this Project and successfully completed installation oversight, startup and training at least at 3 similar treatment facilities.

All equipment required in this section shall be supplied by a single manufacturer. This does not require that all equipment be manufactured by a single manufacturer but does require that the equipment supplier of the system shall be responsible for the complete system.

All equipment furnished under by EP Contractor shall be new. The equipment furnished by the EP Contractor shall comply with the applicable provisions of the following standards:

1. Hydraulic Institute
2. Institute of Electrical and Electronic Engineers (IEEE)
3. National Electric Code (NEC)
4. Standards of National Electrical Manufacturers Association (NEMA)
5. Underwriter's Laboratory (UL)
6. D1784 – Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
7. D1785 – Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
8. D3350 – Specification for Polyethylene Plastic Pipe and Fittings Materials
9. F714 - Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
10. ASTM A778 for stainless steel pipe
11. ASTM A36 Standard Specifications for Structural Steel
12. American Society of Civil Engineers (ASCE): Standard No. 002 "Measurement of Oxygen Transfer Efficiency in Clean Water"
13. Colorado Department of Public Health and Environment (CDPHE) Wastewater Design Criteria and Regulations

1.3. SUBMITTALS

The EP Contractor shall furnish to Engineer with the equipment submittal package within the timeframes in the Agreement. Contractor shall mark each submittal with his certification that the submittal has been checked for compliance with contract documents. Submittal shall include the date of submission, and if applicable, a complete list of all revisions.

At a minimum, submittal package shall meet the following requirements:

1.3.01. Shop Drawings - The EP Contractor shall submit shop drawings for review and approval including the documents listed herein.

Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item, its layout, setting, and method of connection to the Work. Include legends for all symbols. The data shown on the Shop Drawings and for materials shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required. Drawings shall show the overall dimensions and layout of the equipment including anchoring/foundation details, piping and wiring interface points, and the location of equipment required to be accessed during normal operation and maintenance of the system and replacement. All drawings shall be submitted electronically in AutoCAD 2020 format to scale as well as in hard copy and shall be of sufficient scope and detail for submission to CDPHE for their review and for construction.

The EP Contractor shall submit the following:

Manufacturer's literature clearly marked to identify the applicable model number and optional features if applicable. Provide system illustrations, narrative description, specifications, dimensions, material of construction, performance data, weights, pump curves, and engineering data for the Contractor supplied equipment. If Contractor uses manufacturer's standard schematic drawings, he must clearly modify drawings to delete information which is not applicable to project and add to the standard information additional information that is applicable to project. Show dimensions and clearances required, performance characteristics and capacities, and controls, and any other pertinent data applicable to the project. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance data and charts, and other standard descriptive data shall be clearly marked as to what data is applicable and what is not applicable.

a. Schematic drawings and hydraulic profiles for the EP Contractor's complete system for review by Engineer and for submittal to CDPHE for CDPHE design review. Show equipment supplied by the Contractor including all piping, pipe sizing, direction of flow, and function for treating wastewater. Demonstrate how the different lines are backflow protected, in a manner consistent with CDPHE design criteria. Electrical schematic diagram, with narrative description, shall show the motor horsepower and other electrical load information as well as the electrical function and layout. The EP Contractor is responsible for tagging and numbering of equipment he is furnishing.

b. Control system schematic diagram showing the control system components and their physical interconnections including field wiring diagram. A narrative description of the proposed

control system and the scope of the programming work to be performed by the EP Contractor shall be included with the schematics. Manufacturer's catalog information for each panel component.

c. Process design calculations including design calculation for all major piece of equipment (diffusers, blowers, media, etc.) and justification for the sizing of the components. Design calculations for biological processes for aeration and nitrification.

d. Manufacturer's product data for all aeration blowers, including blower curves and calculations showing how discharge conditions were determined for each blower.

e. Structural and seismic design calculations for the blower skirts signed and sealed by a licensed professional engineer licensed in Colorado. This can be furnished up to 3 weeks later than the submittal package deadline, however, if the structural engineer requires changes to what was previously submitted, those changes will need to be completed within one week and all impacts of those changes would be at the EP Contractor's expense.

f. Drawings showing plan and elevation view of each piece of equipment and identify termination points and all components.

g. Special tools information. Furnish details of all special tools required to properly check, test, replace and maintain all furnished components with current pricing information. (Note Contractor shall furnish all special tools needed to operate and maintain the system being furnished.)

h. Functional Process Description and Control Sequence Tables showing all valves and equipment position/activation for all process steps.

i. Manufacturer's instructions for shipping, storage and handling, and installation.

j. Suggested spare parts list to maintain equipment in service for a period of a least 5 years.

1.3.02 Test Reports - At least fourteen (14) days prior to delivery of the equipment package, the Contractor shall submit the following reports:

a. Certified diffuser performance test data shall be submitted. It shall include air flow versus head loss data, and Standard Oxygen Transfer Tests conducted in clean water in accordance with the standards set forth by the ASCE Subcommittee on Oxygen Transfer Standards. Any tests must be completed in a minimum of 10' diameter tank; no single column tests will be accepted.

b. Standard Oxygen Transfer Efficiency calculations to verify the clean water oxygen transfer efficiency of the diffuser at low flow, design flow, and maximum airflow.

c. Head loss Calculations for the complete aeration system from blower discharge through all piping to the diffuser/aerator. Calculations shall include the total head loss across the membrane, balancing orifice, piping system and Ares aeration unit at both design and maximum airflow.

1.3.03. Information Package - At least thirty (30) days prior to any delivery, the Contractor shall submit the following electronically to Owner:

- a. Approved Bill of Material cross-referencing the shop drawings.
- b. Approved Technical Submittals.
- c. Special handling and storage requirement for EP Contractor provided equipment on site (including any specific storage requirements for components).
- d. Schedule of EP Contractor field services (schedule to be coordinated with Owner and Plant Contractor).
- e. Detailed startup plan including schedule.

1.3.04. Operation and Maintenance Manuals. Submit three (3) hard copies and two (2) searchable pdf copies of operating and maintenance manuals for all operating apparatus and equipment furnished under the EP Contract to the Engineer following final approval of applicable submittals and prior to shipment of Equipment. One copy may be submitted for review and the remaining copies submitted after approval of the review copy. Following Acceptance (the 90 day start up period) testing, the EP Contractor shall revise the O&M manual as needed and as applicable provide the updated manual to the Owner prior to final payment and start of warranty periods.

Bind manuals in durable covers with: front cover stating general nature of the manual, clearly indexed or provided with thumb tabs for each item or product (bookmark pdf copies), and include a directory of all subcontractors and maintenance contractors with names, addresses and phone numbers, indicating the area of responsibility for each. Prepare all such manuals in approximately 8-1/2" X 11" format, except that ledger size sheets may be used for plans and diagrams. Emergency data shall be clearly marked and tabbed. Manuals shall contain full information for the system as a whole and for each item of operating equipment and components including:

A description of the operation of the entire system and explanation of the function of each piece of equipment and a detail description of the operation and controls.

Schematic diagrams, narrative description, and as-built wiring of control, mechanical, and electrical systems, circuit directories for each electrical, control, and communication panel which correspond to the labeling of same of sufficient scale to be easily readable,

Valve Directory showing the tagging of all valves, valve number, location, function, and their normal and emergency operating position,

For every blower, pump, and motor provide: make, model, and serial number, nameplate information, voltage amperage and power factor for motors, suction and discharge pressures, lubrication, and maintenance schedule for pump.

Instructions for installation, start-up and shut down operations, normal and emergency operations, indicate pressures, temperatures, valve positions, etc.

Inspection and maintenance requirements, procedures, schedules, safety precautions, and manufacturer's literature for all pieces of equipment and systems including (but not limited to) pumps, compressors, blowers, valves, control equipment, heaters, MCC, valves, etc. Include information on regular maintenance with schedules for daily, weekly, monthly, and less frequent tasks, assembly and disassembly of repairable units, troubleshooting guides, lubrication schedules, data sheets and complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts and at least one alternate supplier,

Operating procedures for normal, bypass, and emergency operation including positions of all switches, valves, levers, etc. during start-up, shut down, summer, winter operating conditions,

For each item, list the manufacturer and supplier including: addresses, phone numbers, name of local representative and local service agency if different from supplier. Mark neatly the correct model number and data for the model number where the literature covers more than one model, and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned. Catalog cuts are not acceptable unless they contain complete O & M and other instructional data.

Include copies of all guarantees and warranties issued and copies of all approved shop drawings with all data concerning changes made during construction. Final payment will not be approved until the required O & M materials are received and approved.

Program files, if there are program files as part of the equipment provided, shall be submitted electronically on a CD-ROM or USB drive in a format that allows Owner to reinstall all control programs, PLC's etc. and restart the control program.

The O&M manuals shall be submitted electronically in searchable Adobe Acrobat format with an electronic Table of Content. Scanned drawings shall have a minimum resolution of 400 DPI.

Record Drawings - Furnish record plan and elevation drawings and schematics in both hard copy and Autocad 2020 format that clearly show the location of each, screens, points of chemical addition, pump, tank, media, pipe, valve, and other components of the system to scale and with detail drawings of the system.

PART 2 – PRODUCTS

2.1. DESIGN AND PERFORMANCE REQUIREMENTS

2.1.01 – Recent Discharge Monitoring Results

Discharge monitoring results from 2016 to fall of 2022 are provided as an attachment to this specification. In addition, the Town has collected some data by individual cell as listed below:

	Ammonia					Kjeldahl Nitrogen					BOD			
	Inf	Cell #1	Cell #2	Cell #3	Eff	Inf	Cell #1	Cell #2	Cell #3	Eff	Inf	Cell #1	% Rem	Eff
02/23/22	24.7	22.4			18.9	42	37			24.8	164.2	118.1	28.1%	6.06
Begin anaerobic test in Cell 1														
03/02/22	19.1	22.8			19.3	32.92	23.76			34.68	193.5	77.1	60.2%	3.45
03/09/22	24.6	18.92			16.84	49.6	33.92			23.56	144.9	102.9	29.0%	1.28
03/16/22	19.8	19.6			14.73	44	36.96			24.18	215.9	104.7	51.5%	4.44
03/22/22	23.1	24.7			18.1	51.6	40.8			23.04	244.8	105	0.5711	3.57
End anaerobic test														
08/22/22	91.2					115.6								
09/29/22	36.7	26.7		2.98	1.75	63.3	52.8	19.62		14.56	246			12.6
10/12/22	26.6	23.34	2.46	1.176	1.288	73.7	36.54	12.84	7.88	9.14	6.6			6.6
11/08/22	36.9	29.8	3.99		1.65	58.8	46.4	10.7		5.95				

	TSS			E coli	Temp			D.O.		
	Inf	Cell #1	Eff		Inf	Cell #1	Eff	Inf	Cell #1	Eff
02/23/22	90	225	3.4		17.1	5.8	5.8	4.08	7.61	5.18
Begin anaerobic test in Cell 1										
03/02/22	125	51.67	3.4		9.6	5.8	5.9	5.31	2.75	5.18
03/09/22	211.67	113.3	2.6	<1	7.9	7.5	5.2	2.57	1.43	5.7
03/16/22	104	80.8	3.4		6.7	5.4	6.3	4.72	1.92	4.42
03/22/22	90	96	3		6.7	5.4	13.6	8.39	1.92	2.75
End anaerobic test										
08/22/22										
09/29/22										
10/12/22										

2.1.02 – Design Conditions

Design conditions are provided in Exhibit B of the Agreement.

Other discharge requirements are included in the Town discharge permit copy of which is attached.

In addition, the minimum dissolved oxygen level in the effluent must be a minimum of 4 mg/l as a daily limit and the equipment package shall provide adequate alkalinity and other needed nutrients and additives to achieve the specified effluent quality and maintain adequate temperatures for required treatment.

2.1.03 Control System Strategy

Contractor's system shall allow the Town to control the air supply manually and by time or pond dissolved oxygen levels.

The system should be designed to allow the operator to supply less air during periods of low load or to reduce the number of blower and/or the speed of the blower motors, diffusers/ aerators in use during those periods as the operator determines most beneficial. Sufficient manual controls, and redundancy shall be provided to allow for operation of all equipment controlled through the master control panel.

2.1.04 Performance Requirements

Aeration and nitrification systems shall be designed to be installed in the lagoons and nitrification tank proposed in the plant upgrade.

The aeration system shall be designed to provide oxygen to peak BOD and TKN loading. Design of the aeration system shall be based on needing 1.75 pounds of dissolved oxygen per pound of BOD removed and 4.6 # / # ammonia removed at a minimum adjusted to field conditions in Lake City. If lower rates are proposed they will need to be justified to CDPHE and the Owner who will determine if the lower rates are acceptable.

Aeration and nitrification / ammonia removal systems shall be design to meet CDPHE redundancy requirements as shall any other equipment furnished as part of the package.

2.1.05 Scope of Supply

The manufacturer shall supply all process equipment and design necessary to achieve the performance standards stated in section 2.1.02, including but not limited to:

1. Aeration diffusers
2. High surface area media
3. Any required screening or media retention sieves

4. Heating units and/or insulated covers as needed for the system proposed
5. Furnish bill of materials and drawing for air distribution piping arrangement and sizing from blower discharge to air supply header to and into the aeration and nitrification basins (cells) including but not limited to air supply manifolds, control valves, hose barb connection, hose clamps, flexible weighted tubing, and complete weighted aeration unit assemblies as referenced in Triplepoint's scope of supply for project number 3487.
6. All connections and valves required to properly install, operate, and maintain of aeration equipment.
7. Air supply blowers with individual variable frequency drives
8. Shop drawings and process engineering design

2.1.06. Guaranteed Performance Requirement:

The Contractor shall guarantee the equipment package provided will meet the discharge parameters listed above in section 2.1.02 for a period 5 years as detailed in the performance guarantee attached.

2.2. Aeration System

Aeration system shall provide submerged air to the treatment units and the system provide all the oxygen and mixing needed under field conditions in Lake City for specified reductions in BOD, TSS, and NH3. Units shall be compatible with the lagoon configuration shown on the preliminary design plans. Units providing air from the bottom part of the cell shall be weighted to ensure that release air at the depths intended.

The EP Contractor shall configure the system to make it possible to field isolate each diffuser, aeration chain, and/or aerator from the system. Each shall be removable from the surface for inspection, repair, and replacement without having to turn off the air to more than 3 units. Systems that require draining the basin to service equipment are not acceptable.

2.2.01 Design Responsibility

EP Contractor shall be responsible for:

Determining the size and number of aeration units, air supply and distribution piping arrangement and sizing from the air supply header, and other equipment required to provide the air flow rates required for the biological and nitrification treatment and to assure proper mixing within the lagoons and/or basins.

Providing an air distribution layout and the number of aeration assemblies required to:

1. Demonstrate uniform air delivery to all diffusers at design airflow in compliance with the air supply treatment requirement.
2. Demonstrate the oxygen transfer efficiency at standard conditions for the aeration assembly and under field conditions.
3. Demonstrate aeration assembly mixing capacity and the area of influence is sufficient to ensure the required mix regime in each lagoon or and basin and prevent short circuiting or deposition of solids.
4. The number and size of the aeration assemblies will be determined by their oxygen transfer efficiency, mixing capacity, and the area of influence.
5. Demonstrate the aeration units have a non-clog design.
6. Demonstrate compliance with the air supply and mixing pressure requirement and provide baseline data for the increase in aeration assembly backpressure requirement.
7. Demonstrate design (and operation) compliance with CDPHE redundancy requirements.
8. Demonstrate the aeration system can operate efficiently over a flow ranging from 0.045 to 0.30 MGD and an organic load ranging from 60 to 1100 ppd BOD. For other parameters listed in the design table, use the table concentrations and the flow range listed in this bullet point.

2.2.02 General Aerator Requirements:

Aeration System shall be sized and designed to ensure complete mix in Cell 1, Cell 2A and the MBBR basin and shall provide a minimum SOR of 6150 ppd in Cell 1, 842 ppd in Cell 2A, 100 ppd in Cell 2B, and 2300 ppd in the nitrox basin. Aeration system for MBBR basin shall keep the media suspended, and provide a minimum of 5 mg/l of dissolved oxygen to the tanks. The aeration system shall also provide air to the mixers in the existing concrete basin.

1. With the exception of integrated check-valves, no mechanical, moving parts shall be used.
2. Each diffuser/aerator shall have an integrated check-valve capable of preventing backflow of water into air distribution system.
3. All hardware shall contain locking features to minimize likelihood of inadvertent disassembly during shipping, handling, installation, and operation.
4. All screwed plumbing fittings that do not utilize a gasket shall use appropriate Teflon type joint sealant or equivalent to minimize leakage and loosening of parts over time.
5. A single appropriately sized hose barb shall be integrated to diffuser/aerator and used as an air inlet point. Flexible weighted tubing shall be attached to said hose barb by a

stainless-steel hose clamp. This hose barb shall be integral with unit to reduce likelihood of breakage or failure should someone try to drag or lift unit by hose.

6. Units shall be weighted to ensure that release air at the depths intended.

2.2.03 Materials:

All materials must be compatible with raw sewage, partially treated sewage and with disinfection chemicals.

1. All submerged and buried hardware shall be of Type 316 or better stainless steel.
2. All non-submerged hardware shall be of Type 304 or better stainless steel.
3. All removable fittings shall be of Type 304, 316 or better stainless steel.
4. All ballast shall be of non-corrosive and non-toxic material or shall be permanently sealed within or coated with such material.
5. All other parts shall be of 316 stainless steel, PVC, HDPE, GPP, EPDM or equivalent, non-corrosive, non-toxic, and non-degradable materials suitable for complete immersion in a typical wastewater environment.

2.2.04. Removal

Means for easily removing and replacing aeration unit from above shall be provided including:

- i. A floating marker buoy shall be permanently attached to each unit by a stainless-steel or marine rope tether of proper length to float directly above the aeration unit.
- ii. Tether shall be capable of lifting at least five times the weight (out of water) of the installed aeration unit.
- iii. Aerators shall be removable from the ponds without needing to adjust water level.

2.2.05. Feeder Tube

1. Feeder tubing (flexible weighted tubing) used as the connection between the aeration unit and the header or lateral piping shall be low density, polyethylene or PVC tubing with self-contained integral ballast, and be ultra-violet stabilized. No tubing with external and/or intermittent ballast added will be accepted.
2. All polyethylene tubing shall conform to the requirements of ASTM D 1248.
3. Tubing length shall be of sufficient size to allow removal of the aeration unit from above for cleaning, maintenance, repair, or replacement.
4. Tubing inside diameter shall be sized to minimize friction loss. Tubing shall be connected at both ends with Type 316 stainless steel hose clamps to stainless steel hose barbs.

2.2.06. Manifolds

1. All feeder tubes shall extend from the shore to no more than 3 diffusers/ aerators.
2. Stainless steel manifolds (supplied with aerators) mounted to the header piping along shore shall provide a means of airflow control and flow-balancing.
3. Each manifold shall consist of a number of welded ports (based on system layout).
4. Each port shall include a stainless-steel ball valve the same size as the line and hose barb for connection to each aeration diffuser airline.
5. Stainless steel hose clamps shall be used to attach the feeder tubing to the manifold.
6. Manifold sizing shall be determined by manufacturer based on system design.
7. All piping and manifolds shall be sized for a velocity of less than 3 fps.
8. Isolation valves shall be full port and able to be throttled. Each shall be marked and tagged as required for process piping valves to be installed by the Plant Contractor in accordance with Section 02722 of the Plant Contract.

2.2.07. Air Supply Blowers

1. Blower unit(s): 4 or more of sufficient horsepower to provide the necessary air; with the largest unit for standby. Given the wide range of operating conditions between seasonal demands and current versus design demands, the Owner prefers the use 4 blowers and to not use starters larger than #3.
2. Each blower shall a VFD drive which shall also act as a soft start. A common drive for multiple blowers is not acceptable.
3. Blowers should be designed for airflow and pressure needed to supply all equipment that requires aeration.
4. High efficiency TEFC/IP-55 motors shall be used to minimize energy consumption.
5. Provide sound attenuating enclosures shall limit the noise to 65 db or less at 6 feet outside the building and no more than 80 db at 4' from the blower inside the building. Note that distance is about as far from the blower as one can get in the building. Noise dampening enclosure shall include a minimum of 1" foam insulation and foam shall comply with UL94-HF 1 for flammability. The enclosure shall be minimum 16-gauge steel or fiberglass and provide suitable protection for indoor or outdoor installation. The enclosure shall have piano hinged panels and removable panels to allow maintenance access including tensioner adjustment and oil change. Panels shall incorporate locking closures. At least one integral ventilation fan with wiring to connect to the electrical supply, sized to provide adequate cooling of the package, shall be provided. Blowers are required to be inside a building.

6. Blowers shall have automatic belt tensioning: motor mounted on swing frame, spring supported, with visual indication of tension.
7. Provide inlet filter assemblies, inlet and outlet expansion joints, filter restrictor gauges, inlet/discharge silencers, check valves, pressure relief valves, pressure gauges, temperature gauges/switches, flexible inlet and discharge piping couplers, etc. and isolation valves as required for a complete installation.
8. Provide spare parts and accessories set per blower, including two (2) spare intake filters, two (2) V-belt sets and two (2) quarts of each lubricant.
9. Provide galvanized intake hood with bird screen.

2.2.08. Air Lines

If called for in the Agreement, EP Contractor shall furnish all air lines needed to transport air from the blower discharge to aerator, diffuser, etc to meet oxygen and mixing demands. All air lines shall be size for the maximum amount of air plus 25% that will be needed for the cell. That includes providing line capacity to both sides the Cell 2 for it to operate in complete mix mode when Cell 1 is out of service. Valving for the air lines shall be sufficient that no more 3 diffusers are served by a single valve.

2.3 Insulated Covers

- A. A modular floating insulated cover may be provided for each lagoon/basin in order to prevent heat loss of the wastewater in the winter months.
- B. The insulation if part of the proposed package shall be designed by the EP Contractor's engineer to ensure that there will be adequate heat retention to maintain the temperature of the basins at 10° C unless the Contractor can demonstrate to the Owner and CDPHE that a lower temperature will consistently meet the performance requirements Exhibit B of the Agreement
- C. Insulation that is vulnerable to UV degradation shall be encased in a material that will withstand UV exposure for 25 years at the conditions expected at the Lake City plant
- D. The cover shall be designed so as to not trap air under the cover system or between the panel and the panel cover or under the cover.

2.4 Immersion Tank Heater

Contractor is responsible for ensuring the water temperatures are warm enough for nitrification. If the lagoon cells are not insulated or adequately insulated, an electric immersion heater may be provided in order to maintain a minimum of 10°C unless the Contractor can demonstrate to the

Owner and CDPHE that a lower temperature will consistently meet the performance requirements in sub section 2.1.02 above.

If heater is proposed it shall be:

- A. Contractor sized heating system to ensure the temperatures are maintained to ensure adequate nitrification to ensure the effluent limits are maintained
- B. wall-mounted unit provided with wire and wiring boxes for electrical connection.
- C. made of stainless-steel sheath elements and riser.
- D. a support system sufficient to stabilize the heater elements in the turbulent tank.
- E. Should a K-type thermocouple and thermowell assembly be incorporated it shall be located a minimum of 3' distance from the heater elements with the thermocouple wire placed in a separate conduit in order to avoid signal interference.
- F. Temperature data shall be transmitted to the control panel system at adjustable increments stating at no less than 15-minute increments. Control system shall have the ability to signal a dialer when temperature drops below a settable temperature.

2.5 High Surface Area Media

- A. High surface area media shall be supplied to provide enough surface area for nitrifying bacteria to grow and achieve nitrification for flows up to 0.175 MGD with the understanding that additional media shall be purchased at the guaranteed price listed in Article 21.7 of the Agreement and installed in order to meet the 2043 design criteria in the Agreement.
- B. Media shall be manufactured of durable virgin-made high-density polyethylene or approved equal and be resistant to a wide range of aqueous solutions, acids, alkalis, oxidizing agents, oils, fats and alcohols.
- C. Media shall allow for a high concentration of microorganisms to thrive within the internally protected areas and significant void space to eliminate biomass plugging and allow for transfer of oxygen and nutrients to the biofilm.
- D. The media shall have a specific gravity of 0.90 to 1.05 to allow it to float freely in the water column where the bacteria can gain access to food and oxygen.

- E. The media fill percentage shall be designed to allow for right density such that the aeration can sufficiently turbulate and allow for anti-clogging effect whereby biomass cannot build up on the pieces and hinder the process.
- F. Media system shall include a means to retain the media in the media basin.
- G. Maximum headloss through the nitrification basin including feeder pipes and headers shall be 0.25' or less at less at peak design flow.
- H. Maximum depth of the basin to contain the media shall not exceed 13' water depth.
- I. Contractor shall furnish any cleaning equipment and materials needed to ensure that the media performs properly during a 20-year design life.

2.6 Screening

The existing headworks includes a 1" opening bar screen and a coarse grit removal chamber ahead of the first treatment cells. If additional screening is needed for the equipment package proposed, the screening system, including screen, basin, piping, power, cleaning equipment etc. for a complete screening system shall be provided as part of the equipment package.

2.7 Recycle System

The recycle shall recycle effluent from the nitrox unit or the upstream end of the Cell 3 to the concrete basin. The system shall consist of pumps, piping, mixers and controls/VFD's for the pumps and mixers. Pumps shall be capable of pumping as little as 40 gpm at a TDH of 3 ft to 200 gpm at 24 ft TDH. This can be accomplished using multiple pumps plus one pump to meet CDPHE redundancy requirement. Mixers for placement in the corners of the floor of the concrete basin shall capable of completely mixing the 300,000 gallon basin with one mixer out of service. Unless added by change order the EP Contractor's scope of supply is limited to furnishing the mixers and ensuring there is adequate air in the blower package to run the mixers.

2.8 Instrumentation and Control System

System shall include an interface so that an operator can manually operate the system at the plant. The control system shall record all abnormal conditions and allow for the town to add alarms for those situations in the future. Access to the interface shall provide sufficient security to prevent the operator from setting the parameters outside safe operating limits.

The EP Contractor will supply a control panel to control the blowers and if needed and/or furnished, control of the immersion tank heater, chemical feed system, recycle system etc. In cases where the

control panel will be mounted outside, it shall be enclosed in an outdoor rated NEMA 4 weatherproof enclosure.

The panel shall be delivered completely assembled, pre-wired, tested UL listed, meeting the 2023 NEC and ready for installation. Wire shall be copper, and sized for its load per NEC/NFPA79 requirements. All wires will terminate on screw clamping terminal blocks. Wires between the panel and the equipment shall be enclosed in conduits sealed from moisture. Low voltage control conductors (24VDC) shall be separated from those carrying high voltage power (120VAC and above).

The control panel shall have sufficiently sized motor starters if needed for the blowers along with starters for the blower enclosure fans if needed. The enclosure fans shall have a 15 min off delay after the blower is switched off to allow for enclosure cooling.

The control panel must be capable of controlling any combination of blowers and to rotate each between duty and standby. Controls shall ensure a stagger delay in the start of each blower and motors to avoid a surge in electrical demand.

If a heater is furnished, an integrated temperature controller shall be furnished that allows for heating based on basin temperature monitoring thermocouple input and have a digital readout with buttons necessary to adjust the minimum temperature setting.

Each blower shall have non resettable operating hour counter displayed on the control panel that logs the time in tenths of hours, pressure gauges, out flow volume, stop/start emergency switch, reset button, alarm indicator, and alarm output to SCADA. If the control panel is not in sight of the blowers, a stop/start emergency switch shall be provided for each blower.

Pressure gauges shall be liquid filled with a minimum 3" diameter.

2.9 Electrical Requirements

All electrical components and completed panels shall be UL listed for industrial use in a wastewater treatment plant. Electronics shall also be FM approved.

Top, rear, sides and bottom panel plates shall be no less than USS 14 gauge. Panels shall be designed for front access. All locks on panels shall be keyed the same. All panels shall be labeled.

Enclosures shall be provided so that power brought to the cabinet in the specified voltage only needs to be terminated at a fused disconnect switch that is interlocked to the enclosure door. A power supply shall be provided to convert the base voltage of the system (i.e., 120/240V 1 phase, 208 V 3 phase, 230V 3 phase, or 460V 3 Phase) to alternate voltages that may be required by components of the equipment package.

A surge suppressor shall be included in the enclosure to protect the power supply, the PLC and I/O modules, and instruments as applicable from power surges and lightning.

Wiring within the panel shall be routed through plastic wire ways for neatness and organization. Conductors for high (120 VAC and above) and low (24VDC) voltage shall remain separated and where not separated, properly shielded. Wire shall be copper, and sized for its load per NEC/NFPA79 requirements. All wires will terminate through a ferrule type connector and terminate on finger safe, screw clamping terminal blocks. Wires shall be color coded and labelled.

Instruments and control devices shall be mounted in the front doors of the control panel enclosure including but not limited to the following:

- Pilot light to indicate a general alarm condition
- Pilot light to indicate that instrumentation voltage is present
- Lighted emergency stop (e-stop) pushbutton (lit when the e-stop is engaged) Pushbutton for e-stop reset
- Fused disconnect door latch

The doors shall be suitably reinforced between mounting cut-outs and drillings to supports instruments and devices without deformation.

Doors shall be essentially full height with turned-back edges and additional bracing to ensure rigidity and prevent sagging. Doors shall be mounted with strong piano-type hinges.

Where applicable, control voltage for motor starters, lights, relays, timers and auxiliaries shall be 120 VAC single phase supplied from a control power transformer in the panel supplied by Contractor.

Indicating lights and control devices shall be heavy-duty, gasketed, oil-tight 30.5 mm type and shall maintain the overall rating of the control panel. Each device shall be identified by an engraved or etched nameplate indicating the application or system action. Indicating lights shall be push-to-test type with LED lamps.

Auxiliaries and time-delay relays shall be heavy-duty, industrial type. Elapsed time meters shall be 99,999.99 hours span, non-resettable.

Dialer: The Owner will furnish a dialer that shall connect to the control panel alarms furnished by the EP Contractor.

2.10 Spare Parts

In addition to the spare parts listed to be provided elsewhere, EP Contractor shall furnish the following spare parts:

- Repair kit for each blower, diffusers, aerator, and pump furnished
- Appropriate lubricant for each blower, aerator, pump, motor, etc furnished
- Touch up paint for each paint system

See also section 2.2.07 above.

PART 3 - EXECUTION

3.1. Preparation of Installation

The plant contractor shall construct the earthwork and basin(s) to the lines and grades shown on the project drawings as amended by agreement between the Owner, Engineer, and plant contractor during construction. He shall also make all electrical and mechanical connections consistent with Equipment Package (EP) Contractor's installation instructions furnished to the Town as part of the EP Contractor's submittal. The EP Contractor's representative shall examine the earthen cells and basins with the plant contractor, Owner and Engineer to ensure the cells and basins have been constructed in compliance with requirements for the installation of the aeration system and ammonia removal system. All parties shall also check the electrical and mechanical installation and connections. The EP Contractor representative shall also examine the materials and equipment furnished by the EP Contractor for damage and other defects and reject components in unsatisfactory conditions. Installation shall only proceed when all unsatisfactory conditions have been corrected and the EP contractor's representative has given written concurrence that the work has been completed in a manner to allow for the EP Contractor's equipment and materials to be properly installed.

3.2. EP Contractor's Field Services

EP Contractor's representative shall oversee and assist the plant contractor during installation, startup, commissioning and acceptance testing (the initial 90 days of operation at typical flows and loading) as well as approving the installation and provide procedures for testing before start up. The EP Contractor shall provide field staff familiar with the startup and commissioning work (having done at least 3 comparable start ups) for up to at least an aggregate of 11 days including two trips to site as needed for two separate start-ups. This time will be used to provide assistance to the Owner's team for startup and commissioning and train the Owner's staff. Training of Owner's staff shall include demonstration of all mechanical and control functions included with the system. A minimum of 6 hours (no more than 2 hours in any day) shall be spent reviewing operations, maintenance, emergency operations, and troubleshooting functions with the Owner's staff. During the initial week of operation, EP Contractor shall provide on site services for the EP Contractor's

representative to correct equipment or systems malfunctions. The EP Contractor's representative will be expected to effectively interface with the plant contractor, Engineer and Owner's Staff during troubleshooting activities (electrical, aeration, SCADA, mechanical) that may arise during the initial operation. The EP Contractor's representative will also provide as needed for the correction of any defects in EP Contractor's equipment or systems.

In addition to the field services required during installation, 11 months after the full plant has been in service, the EP Contractor shall provide a qualified representative to complete an inspection of the wastewater treatment plant. The inspection shall be to determine whether the plant is properly operating and continuously meeting discharge permit requirements as outlined in these specifications. The EP Contractor shall provide a written report to the Engineer and Owner certifying whether the plant is operating properly and meeting permit requirements at the conclusion of this inspection. If operational deficiencies are noted, report shall include how the EP Contractor intends to remedy the deficiencies.

3.3 Tests and Inspection

After the installation of equipment is complete and the installation is certified by the EP Contractor's representative, startup / field acceptance tests shall be conducted. The test procedures shall be generally as specified herein; specific written test procedures shall be submitted by the EP Contractor for review and approval by the Engineer. The field acceptance tests shall be conducted by the plant contractor and the Town under the direct supervision of the EP Contractor's representative.

Water Quality Testing: Town shall sample and provide test results during the first 90 days of operation at normal flows and load that include (at a minimum) parameters in the performance guarantee. To the extent there is an effluent excursion after the initial 90-day period, Triplepoint shall reimburse the Customer for the additional cost of for the weekly sampling versus the costs of biweekly sampling if the laboratory analysis indicates no influent excursions above design values in exhibit B of the Agreement and no detrimental operational changes were made.

Air test: After the air distribution system is flushed, all air lines, headers, manifolds and piping incidentals shall be pressure tested by the plant contractor to 20 psi or 1.5 times operating pressure whichever is greater for one minute to ensure no leakage is present.

Level Test: The basins shall be flooded with clear water to the tops of the diffusers. The level of the diffusers shall then be checked to ensure that they are at the same elevation, within +/- 3 inches.

Air Leakage: The aeration system shall be turned on and the header pipe shall be observed for leakage. All leaking joints shall be repaired or replaced.

If any of the equipment fails a field acceptance test the equipment shall be repaired or replaced as deemed necessary by the Engineer.

The EP Contractor's representative shall furnish test and inspection reports to the Engineer.

3.4 EP Contractor's Certification

Provide EP Contractor's Certificate of Installation stating that the equipment is installed per the EP Contractor's recommendations and in accordance with the Equipment Contract Documents and that the plant is ready for start-up.

During start-up, EP contractor shall observe plant operations and following startup provide EP Contractor's Certificate of Performance stating that the equipment meets or exceeds the performance requirements as defined in the Equipment Contract Documents.

The final certification from the EP Contractor shall be provided at the successful conclusion of the Performance testing stating including explaining any changes to operations recommended during performance testing and stating that the plant met the performance testing requirements and is expected to perform per the contract documents going forward.

3.5 Plant Start-up and Performance Testing

After initial testing of all equipment and materials included the EP Contractor's package, the EP Contractor's representative shall assist and oversee a preliminary "running-in" period, per the Contract Documents, to make field tests and necessary adjustments. The EP Contractor shall be allowed a 90 day startup period to allow the biological processes to become established. Should he choose to do so, he may seed the plant to help encourage growth of the desired microorganism. Note that due to the construction phasing plan there may be two separate start-ups of the equipment.

Place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shut downs, except as intended, for seven (7) consecutive days during a period of at least average load for the startup period to be deemed completed. Conclusion of the startup period shall be certified by the EP contractor with concurrence from the Engineer and Town.

EP Contractor's representative shall operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal. Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.

Prepare EP Contractor's representative's installation report and submit within 10 days after completion of field testing of the equipment package. Including the following information:

1. Field testing results including all the data collected in an easily understandable format.
2. A comparison of test results with design parameters in tabular form.
3. Descriptions of installation deficiencies not resolved to the EP Contractor's representative satisfaction.
4. Description of problems or potential problems and how they were resolved.
5. Recommendations for optimizing operations
6. Record copy of materials used for training session including outlined summary of course.
7. EP Contractor's Certificate of Installation and Certificate of Performance.

At the successful conclusion of the startup period of operation, the EP contractor shall furnish a report summarizing operations during the startup period including adjustments to operations and include his conclusion that the startup period is completed. The Town and Engineer will review the report and either concur with the conclusion or notify the EP Contractor of any concerns.

Following the Town's concurrence that the startup has been successfully completed, the 5 year Performance Test will commence. Requirements for Performance Testing are detailed in the Performance Guarantee included as an attachment to this document.

Should the system not meet the performance requirements in Section 2.1.02 above during the performance guarantee period of the contract, EP Contractor shall modify the system as needed to cause the system to meet those requirements at EP Contractor's expense.

3.6. Warranty / Performance Guarantee

Performance and acceptance testing must be satisfactorily completed prior to the release of the final 5% of payment and shall be the start point for the full system warranty period.

Performance guarantee shall be for a period for 5 years from final payment. During that period plant shall consistently meet the effluent requirements in Exhibit B of the Agreement and all equipment shall perform to its design parameters. Equipment warranty for the blowers and control panels shall be 2 years and for aeration and nitrox equipment shall be 5 years from final payment.

A detailed Performance Guarantee is an attachment to this Contract

Attachments:

Discharge Monitoring Results 2016-2022
CDPHE Redundancy Requirements
Phasing Plan of Operation
Performance Guarantee
Triplepoint Aeration Calculations
Triplepoint Nitrox (MBBR) Calculations
Excelsoir Blower Compact #8 Package

Lake City WWTP DMR	LIMIT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2022													
Influent Flow Avg		0.064	0.07	0.061	0.063	0.088	0.11	0.134	0.117	0.102	0.068	0.064	
Max		0.074	0.084	0.075	0.069	0.126	0.124	0.172	0.146	0.127	0.096	0.071	
Effluent Flow Avg		0.054	0.076	0.064	0.018	0.053	0.122	0.159	0.144	0.112	0.065	0.05	
Max		0.074	0.112	0.081	0.047	0.144	0.168	0.207	0.171	0.162	0.0111	0.073	
Dif bet Inf Eff Q		19%	-8%	-5%	250%	66%	-10%	-16%	-19%	-9%	5%	28%	
Influent BOD		167.0	371	348	204	227	262	407	327	246	402	423	314
Effluent BOD		4.7	4	4.4	6.7	9.4	12	4.1	9.3	12.6	6.6	12.5	4.3
Effluent 7 Day Avg		4.7	4	4.4	6.7	9.4	12						
BOD % Removal		97.2%	98.9%	98.7%	96.7%	95.9%	95.4%	99.0%	97.2%	94.9%	98.30%	97%	98.60%
BOD ave inf. ppd		89.14	216.59	177.04	107.19	166.60	240.36	454.85	319.08	209.27	227.98	225.78	
Influent TSS		69.0	172	110	146	80	57	182	111	100	133	117	51.9
Effluent TSS		2.0	3	2	4	9.8	39.5	22.7	14.3	59.2	43	38	15.7
TSS % Removal													
E. coli - 30 d		218.0	<1	<1	410.6	325.5	47.4	1	10.9	648.8	7.5	8	7.4
7 d													
TRC Avg		0.180	0.15	0.16	0.16	0.17	0.19	0.21	0.11	0.1	0.16	0.19	
pH min		7.110	7.11	7.01	7.21	7.17	6.29	7.77	6.53	6.51	6.52	7.35	
pH max		7.770	7.67	7.69	8.09	8.8	7.71	6.79	7.27	6.87	7.31	8.44	
Influent NH3			24.7	21.85			30.4	46.7	44.9	63.95	26.6	36.9	
Effluent NH3		12.500	18.9	18.05	12.4	26.8	5.6		11.8	2.175	1.444	2.075	7.2
Influent TKN			42	41.26			48.4	74.8	62.8	89.45	73.7	58.8	
Cell 1 TKN			37	28.84						52.8	36.54	46.4	
Effluent TKN			24.8	30.12					24.2	8.1	16.77	6.625	14.9
Eff TIN									34.3	27	23.2	20.4	26.5
Nitrate				2.6					21.3	11.6	17	17.4	19
Nitrite				0.13					1.2	12.8	4.6	0.54	0.26
Total P inf											15.6	14.7	9.2
Total P eff				13.3					6.4	8.1	7	6.2	5.9
TDS raw										160			
TDS inf													
TDS eff				324			327			349			394

2021													
Influent Flow Avg	0.225	0.077	0.07	0.064	0.065	0.091	0.131	0.142	0.115	0.104	0.0775	0.066	
Max		0.089	0.092	0.07	0.079	0.12	0.162	0.166	0.139	0.118	0.098	0.141	
Effluent Flow Avg		0.069	0.69	0.057	0.02	0.11	0.146	0.169	0.133	0.113	0.0665	0.032	
Max		0.082	0.084	0.074	0.036	0.19	0.182	0.225	0.166	0.125	0.111	0.065	
Dif bet Inf Eff Q		12%	-90%	12%	225%	-17%	-10%	-16%	-14%	-8%	17%	106%	
Influent BOD		193.0	142	152	109	176	91	169	362	183	161	165	191
Effluent BOD	30	<4	4.1	9.6	<4	18.4	7.9	13.3	20.8	20.6	21.2	6.4	4
Effluent 7 Day Avg	45	<4		9.6	<4	18.4	7.9	13.3	20.8	20.6	21.2	6.4	4
BOD % Removal	0.85	98.0	97.1%	94	96	89.5%	91.3%	92.1%	94.3%	88.7%	86.8%	96.1%	97.9%
BOD ave inf. ppd	450	123.94	82.90	81.13	59.09	133.57	99.42	200.14	347.19	158.73	104.06	90.82	
Influent TSS		43.300	35	55	64	56	51.6	143	240	140	44	45.2	73.3
Effluent TSS	75	7.800	5	5.2	<5	15.2	16	13.2	50	96	21	10.2	7.3
TSS % Removal		82.000	86	90	92	73	69	91	79	31	52	77	90
E. coli - 30 d	1920	130.000	2	62	<1	<1	4	12.2	200	160	2400	1	1
7 d													
TRC Avg	0.29	0.180	0.18	0.17	0.17	0.16	0.19	0.22	0.17	0.18	0.18	0.16	
pH min	6.5	7.380	7.53	7.52	7.49	8.9	0.1	7.35	5.98	6.33	6.53	6.66	
pH max	9	7.650	7.69	7.68	8.89	7.34	0.28	7.79	7.77	7.04	7.99	7.95	
Influent NH3													
Effluent NH3		25.700	24.1	22	11.7	12.7	7.5	21.9	4.9	1.5	23.9	3.6	
TDS raw													
TDS inf													
TDS eff							337			405			
2020													
Influent Flow Avg	0.225	0.089	0.082	0.073	0.07	0.09	0.132	0.144	0.11	0.105	0.076	0.062	0.067
Max		0.104	0.119	0.097	0.099	0.113	0.177	0.17	0.133	0.123	0.095	0.076	0.079
Effluent Flow Avg		0.087	0.077	0.064	0.037	0.081	0.131	0.157	0.118	0.115	0.077	0.061	0.07

Max		0.109	0.111	0.083	0.079	0.122	0.153	0.184	0.142	0.139	0.105	0.068	0.087
Dif bet Inf Eff Q		2%	6%	14%	89%	11%	1%	-8%	-7%	-9%	-1%	2%	-4%
Influent BOD		291.0	143	299	164	257	445	441	386	282	427	534	197
Effluent BOD	30	3.4	2.9	4	17.5	22.8	4	15.2	21.9	14.4	4.6	18.8	4
Effluent 7 Day Avg	45												
BOD % Removal	0.85	98.8%	98.0%	98.7%	89.3%	91.1%	99.1%	96.6%	94.3%	94.9%	98.9%	96.5%	98.0%
BOD ave inf. ppd	450	216.0	97.7	182	95.7	190.7	490	529	354	247	271	276	110
Influent TSS		26.7	34.6	168	224	84	158	130	85.3	50.7	163	56	131
Effluent TSS	75	<5	7.8	<5	20.4	13.4	7.4	27.5	10.7	7.6	<5	<5	<5
TSS % Removal													
E. coli - 30 d	1920	<2	<2	<2	50	140	<2	2	2	2	7	<2	<2
7 d													
TRC Avg	0.29	0.3	0.27	0.27	0.21	0.17	0.19	0.19	0.16	0.19	0.19	0.23	0.19
pH min	6.5	7.4	7.31	6.96	7.43	7.3	7	7.32	7.33	7.4	7.28	7.48	7.22
pH max	9	7.5	7.63	7.62	8.84	8.85	7.62	7.62	7.67	7.7	7.9	7.82	7.52
Influent NH3													
Effluent NH3		16.2	21	22	17	16.9	13.9	27.5	37.6	26.7	31.5	21.4	22
TDS raw													
TDS inf													
TDS eff				260			283			137			411
2019													
Influent Flow Avg	0.225	0.047	0.064	0.055	0.078	0.105	0.184	0.155	0.129	0.123	0.184	0.124	0.075
Max		0.053	0.085	0.076	0.114	0.134	0.22	0.22	0.175	0.2	0.393	0.181	0.086
Effluent Flow Avg		0.069	0.084	0.067	0.055	0.076	0.178	0.18	0.115	0.131	0.21	0.136	0.07
Max		0.690	0.119	0.105	0.099	0.119	0.22	0.22	0.173	0.219	0.447	0.22	0.082
Dif bet Inf Eff Q - = gain in Q		-32%	-24%	-18%	42%	38%	3%	-14%	12%	-6%	-12%	-9%	7%
Influent BOD		277.000	179	210	157	160	102	419	266	194	62.4	108	191
Effluent BOD	30	3.300	11.1	4.5	3.4	7.4	5.4	7.7	8.9	6.8	9.1	4.4	3.6

Effluent 7 day	45												
BOD % Removal	0.85	98.000	93	98	97	95	94	98	97	96	85	95	98
BOD ave inf. ppd	450	108.000	96	96	102	140	156	541	286	199	95.7	112	119
Influent TSS		53.300	46	52	73	46	35	140	49	64	153	26.8	281
Effluent TSS	75	<5	11	<5	<5	16	9.8	7.5	12.2	13.1	26.5	5.3	<5
TSS % Removal													
E. coli - 30 d	1920	70.000	1600	80	<2	<2	8	4	0	<2	30	<2	<2
7 d													
TRC Avg	0.29	0.160	0.17	0.19	0.17	0.17	0.18	0.17	0.16	0.19	0.18	0.21	0.27
pH min	6.5	7.310	7.46	7.22	7.51	8.12	6.99	7.23	7.66	7.32	7.4	7.3	7
pH max	9	7.530	7.71	7.62	8.65	8.88	8.12	7.6	7.46	7.61	7.7	7.45	7.52
Influent NH3													
Effluent NH3		5.300	23.7	5.3	20.6	15	7.8	25.9	30.1	18.2	17.8	6.7	10.1
TDS raw													
TDS inf													
TDS eff				289			314			379			269
2018													
Influent Flow Avg	0.225	0.050	0.048	0.047	0.052	0.082	0.084	0.116	0.091	0.061	0.051	0.042	0.046
Max		0.065	0.056	0.05	0.079	0.123	0.102	0.146	0.116	0.097	0.062	0.056	0.056
Effluent Flow Avg		0.074	0.075	0.063	0.037	0.085	0.098	0.134	0.111	0.074	0.062	0.049	0.059
Max		0.100	0.088	0.09	0.089	0.176	0.164	0.161	0.168	0.127	0.082	0.064	0.071
Dif bet Inf Eff Q - = gain in Q		-32%	-36%	-25%	41%	-4%	-14%	-13%	-18%	-18%	-18%	-14%	-22%
Influent BOD		229.000	194	147	139	93.4	230	337	330	206	190	230	362
Effluent BOD	30	4.100	3.6	4.6	6.5	5	25.3	16.8	180	14	15.7	8	3.1
Effluent 7 day	45												
BOD % Removal	0.85	98.000	98	97	95	95	89	95	45	93	91	97	99
BOD ave inf. ppd	450	95.000	78	58	60	64	161	326	250	104	81	81	139
Influent TSS		57.000	37	42.7	43.3	31.5	42	124	102	68	77	59	52
Effluent TSS	75	5.000	<5	<5	<5	<5	27	30.8	17	12.7	15.4	5.8	<5

TSS % Removal													
E. coli - 30 d	1920	17.000	17	<2	<2	<2	4	<2	500	2	<2	<2	<2
7 d													
TRC Avg	0.29	0.220	0.18	0.26	0.24	0.13	0.16	0.16	0.17	0.18	0.2	0.23	0.17
pH min	6.5	7.000	7.2	7.47	7.13	6.97	6.6	7.08	7.25	6.77	7.16	7.31	7.17
pH max	9	7.450	7.66	7.87	8.32	8.64	7.68	7.58	7.58	7.3	7.63	7.65	7.36
Influent NH3													
Effluent NH3		16.300	20.1	22.2	16.6	19.1	11.8	27.4	24.2	8.7	15.7	17.4	16.2
TDS raw													
TDS inf													
TDS eff				316			325			379			364
2017													
Influent Flow Avg	0.225	0.030	0.036	0.041	0.056	0.094	0.16	0.14	0.108	0.082	0.049	0.045	0.047
Max		0.036	0.064	0.049	0.108	0.18	0.2	0.18	0.155	0.13	0.07	0.055	0.051
Effluent Flow Avg		0.037	0.043	0.046	0.062	0.12	0.17	0.17	0.13	0.12	0.067	0.066	0.067
Max		0.069	0.064	0.047	0.13	0.18	0.21	0.21	0.187	0.18	0.093	0.113	0.075
Dif bet Inf Eff Q - = gain in Q		-19%	-16%	-11%	-10%	-22%	-6%	-18%	-17%	-32%	-27%	-32%	-30%
Influent BOD		234.000	246	215	188	118	104	364	481	371	228	192	216
Effluent BOD	30	4.500	7.9	7	5.2	15.2	10.8	7.6	12	17.9	7.7	9.6	6.1
Effluent 7 day	45												
BOD % Removal	0.85	98.000	97	97	97	87	89	98	97	95	96	95	97
BOD ave inf. ppd	450	58.000	74	74	88	93	138	425	433	253	93	72	85
Influent TSS		158.000	59	48	33.5	34.7	30.3	156	204	96	47	32	140
Effluent TSS	75	<5.0	5.3	<5	13.3	34	24	8.1	10.8	16.3	10.3	8	5.5
TSS % Removal													
E. coli - 30 d	1920	30.000	<2	<2	<2	30	22	261	<2	<2	<2	<2	2
7 d													
TRC Avg	0.29	0.240	0.21	0.21	0.19	0.21	0.14	0.16	0.15	0.18	0.23	0.24	0.23
pH min	6.5	6.500	6.8	6.6	7.1	6.5	6.7	6.7	6.9	6.9	6.9	7	7
pH max	9	7.300	7.5	7.5	8.5	8.4	7.2	7.4	7.3	7.3	7.6	7.5	7.3

Influent NH3													
Effluent NH3		16.900	21.8	27	23.8	8.3	7.2	23.9	22.9	22.9	20	16.4	13.1
TDS raw													
TDS inf													
TDS eff				314			265			359			368
River													
Fecal													
Ammonia													
TDS													
2016													
Influent Flow Avg	0.225	0.036	0.045	0.027	0.031	0.05	0.115	0.1	0.067	0.056	0.035	0.028	0.021
Max													
Effluent Flow Avg		0.046	0.055	0.034	0.021	0.065	0.161	0.12	0.082	0.081	0.085	0.028	0.046
Max		0.062	0.76	0.04	0.034	0.1	0.21	0.2	0.128	0.13	0.105	0.051	0.064
Dif bet Inf Eff Q - = gain in Q		-22%	-18%	-21%	48%	-23%	-29%	-17%	-18%	-31%	-59%	0%	-54%
Influent BOD		51.000	154	60	55	81	82	327	248	147	65	50	30
Effluent BOD	30	2.200	4	4.8	4.8	10.2	15	23	46	6.8	10	4.7	2
Effluent 7 day													
BOD % Removal	0.85	99.000	97	98	98	95	83	94	88	98	95	98	99
BOD ave inf. ppd	450	15.312	57.8	13.5	14.2	33.8	78.6	272.7	138.6	68.7	19.0	#N/A	#N/A
Influent TSS		42.700	32	84	-	47.2	28.4	65	49	59.3	101	27	63
Effluent TSS	75	<5.0	<5.0	<5.0	-	13.3	35.5	36.7	56.7	21.5	13.2	8.4	5.3
TSS % Removal													
E. coli - 30 d	1920	2.000	-	<2	<2	<2	1600	300	170	2	<2	<2	<2
7 d													
TRC Avg	0.29												
pH min	6.5	6.500	6.6	6.7	6.9	6.5	6.9	6.6	6.5	6.6	6.7	6.9	6.5
pH max	9	7.300	7.46	7.5	8.5	8.9	7.15	7.5	6.9	7	7.2	7.4	7.2
Influent NH3													
Effluent NH3		19.700	21.8	21	22.2	21.4	13.5	29	3.8	1	4.7	8	13.6

843 2.3.2 Flow Measurement

844 The monitoring of the various flows throughout a WWTP under various flow and
845 organic loading conditions helps provide an audit of plant performance and aids in
846 forecasting the need for additional treatment capacity. Therefore, the design of
847 any new or expanded wastewater treatment facility must include adequate flow
848 metering and/or measuring of all pertinent liquid and sludge flow streams. The
849 PDR must include a list of locations where flow metering and/or measuring devices
850 will be provided. For purposes of these criteria, flow metering requires recording
851 whereas flow measuring does not require recording.

852 Flow metering at the headworks area of any treatment facility must be provided.
853 The metering device must be equipped with a local flow indication instrument and
854 a flow recording-totalizing device suitable for providing permanent flow records.
855 Where influent flow metering is not practical and the same results may be
856 obtained with effluent metering, this type of flow metering arrangement will be
857 considered. If influent flow is significantly different from effluent flow, both must
858 be measured (e.g., installations such as lagoons, sequencing batch reactors, and
859 plants with excess flow storage or flow equalization). Influent and effluent
860 metering must be provided as reasonably anticipated to be required by the
861 Colorado Discharge Permit System (CDPS) permit.

862 Influent measurements must be representative of the volume of all influent wastes
863 received at the facility, including septage, biosolids, etc. and must be taken
864 before the influent wastestream joins or is diluted by any other wastestream or
865 substance (e.g., internal recycle flows). Effluent measurements must be taken
866 after internal recycle flows are removed and before the effluent joins or is diluted
867 by any body of water. Flow meters must be located with adequate upstream and
868 downstream hydraulic conditions at each metering device (e.g., avoiding
869 turbulence, eddy currents, air entrainment) to ensure that accuracies within $\pm 10\%$
870 of actual flows during the full range of anticipated flow variations.

871 The flow measurement equipment (e.g., flume, weir, magnetic meter, venturi
872 meter) must be consistent with the proposed application. All flow measurement
873 equipment must be sized to function effectively over the full range of flows
874 expected and must be protected against freezing. Flow measurement devices must
875 be accessible for maintenance and calibration.

876 Where multiple treatment units are proposed, such as two or more clarifiers or two
877 or more aeration basins, provision must be included for isolation and proportional
878 flow splitting to each treatment unit (e.g., measurement and adjustment as
879 needed).

880 Flow metering equipment may control chemical addition by signals such that the
881 paced unit varies the chemical, etc. in proportion to the flow variations.

882 2.3.3 Installations of Mechanical Equipment

883 The design specifications must identify when a trained manufacturer
884 representative is required to check the installation and initial operation of major
885 ~~mechanical equipment items.~~

886 2.3.4 Unit Process Redundancy

887 At least two process treatment units of each type must be provided for domestic
888 WWTPs with a design capacity equal to or greater than 40,000 gpd. Where two
889 units are proposed, each unit must have a design flow of at least 50 percent of the

890 total design flow. The hydraulic capacity (not necessarily the treatment capacity)
891 of the remaining units must be sufficient to hydraulically pass the peak wastewater
892 flow without overflow with the largest unit out of service. Other chapters of this
893 document provide specific process redundancy requirements (e.g., disinfection).
894 Design of a single unit must include a description of bypass and backup processes
895 for periods when the train is not functioning during planned and unplanned (i.e.,
896 emergency) events of short, intermediate, and long-term duration. If a single train
897 is used, an emergency operation plan (e.g., equipment, procedures, emergency
898 storage, hauling) must be provided to maintain operation during operational
899 impairment, such as power failures, flooding, equipment failure, and maintenance
900 shutdowns.

901 For all treatment plants, firm capacity (i.e., largest unit out of service) must be
902 provided for treatment process related equipment (e.g., pumps, blowers, chemical
903 feed pumps) to maintain 100 percent of the design capacity when the largest
904 equipment unit is out of service, unless a specific alternative requirement is
905 identified in the particular section of these criteria.

906 With more automation, designs with redundant, separate alarms, notification
907 methods, and/or controllers may be appropriate for critical process points. Spare
908 programmable logic controllers must be commercially available and operating
909 software with set points must be maintained onsite for uploading at the facility, or
910 spare proprietary programmable logic controllers must be stored and readily
911 available at a location in the United States.

912 All lift stations and treatment plants must have an option for full manual (“hands”)
913 operational capability outside of the SCADA system. Similarly, all lift stations and
914 treatment plants must have capability for some redundant alarms that function
915 outside of the SCADA system.

916 In a situation where the DWWTW is expected to serve a built out service area and
917 to operate at or near design capacity without future expansion, the design must
918 consider if more than two process trains, or an extra process train (i.e., beyond
919 two trains for design capacity), are needed to provide more capacity when a basin
920 or process train is removed from service during future maintenance.

921 2.3.5 Maintenance Provisions

922 Piping must be designed with no isolated pockets that cannot be drained. The
923 DWWTW must have provisions for cleaning all pipes that are subject to clogging or
924 accumulation of solids (e.g., scum, sludge, lime feed and sludge, drain) without
925 causing violation of effluent limitations.

926 Chemical or process air feed lines must be designed to enable repair or
927 replacement without drainage of the basins, wetwells, or tanks.

928 Vital mechanical or electrical components (e.g., pumps, mixers, bar screens,
929 aerators, diffusers, instrumentation, and valves, but not piping, tanks, basins,
930 channels, or wells) must have provisions (e.g., availability of other equipment) to
931 enable repair or replacement without interrupting DWWTW operation or causing
932 the DWWTW to violate effluent limitations.

933 The DWWTW must have lifting and handling equipment available to aid in the
934 maintenance and replacement of all components. Means must be provided for
935 removal of components located above and below the ground level of buildings and
936 other structures.

Phasing Plan

1.3.6.c. Phased Construction

The Town has already started to widen the road on the west side of the plant to create space to move the proposed polishing pond a bit west of its current location. Construction of the new building and ammonia basin at least to the point where it does not impact widening the road should be completed before the private access is moved the west. Work on the plant renovation will start with the installation a temporary baffle curtain in the existing large earthen cell to create a quiescent area in that cell allowing the Town to take the existing polishing pond off line. Once the polishing pond is off line it will be drained. Most of the sludge in the polishing pond has already been removed, but once the cell is drained the remaining sludge will be removed. Once cleaned out, the construction of the new polishing pond will commence mostly within the footprint of the existing polishing pond although the new cell will be farther from the steep slope to the east. The existing bypass piping will be used to route the discharge from the existing large earthen basin to the chlorine contact chamber. Both the concrete basin and the existing earthen basin will remain in use with air and power from the existing blower building. Construction of the new building and the ammonia removal basin should also be progressing during this phase. If the new polishing pond is completed and available for use in June and July it is recommended that the existing earthen cell remain in use and the new polishing pond be put into use for the peak summer months.

During the construction of the balance of the proposed facilities influent flow will be routed to the concrete basin which will be set up to run in complete mix mode with surface aeration. Power for the surface aeration could come from taking the existing blowers off line and using those buckets to power the aerators. From the concrete basin, flow will travel to the renovated polishing pond. The baffle curtain in the renovated pond will be used to allow for aeration and mixing in the upstream side and a quiescent area in the downstream side. Unless the new building and blowers are installed in time, temporary power lines will be extended from the existing MCC to the west side of the renovated polishing pond as a source of power for the aeration of the upstream side of the pond. Electrical disconnects will also be provided at the concrete basin and upstream side of the polishing pond so that aerators can be used in it during and post construction. This will allow for replacement of the existing blowers using new blowers while maintaining aeration and mixing in the concrete basin and polishing pond during construction. Attachment 12 is a graphic of the phase plan proposed.

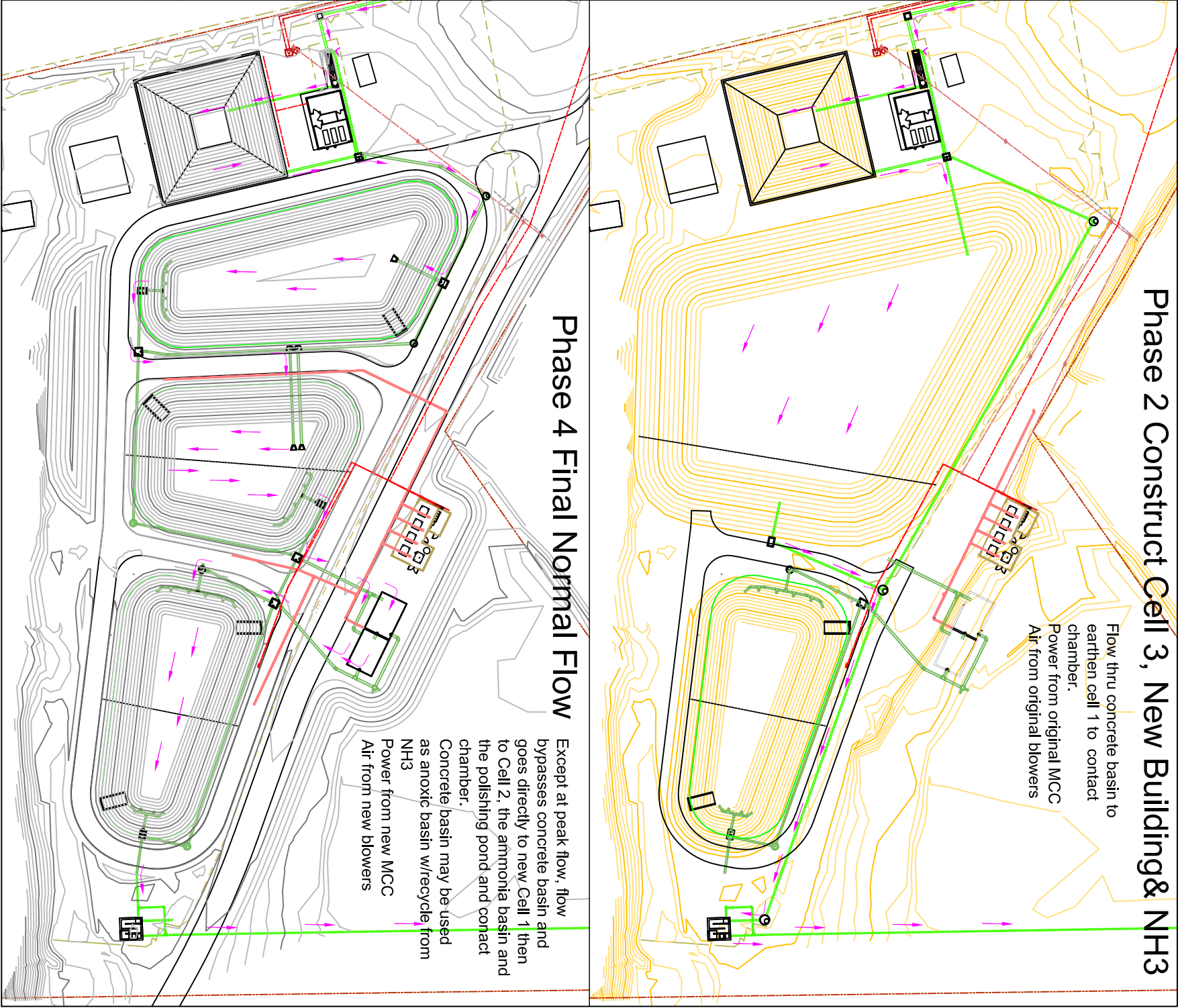
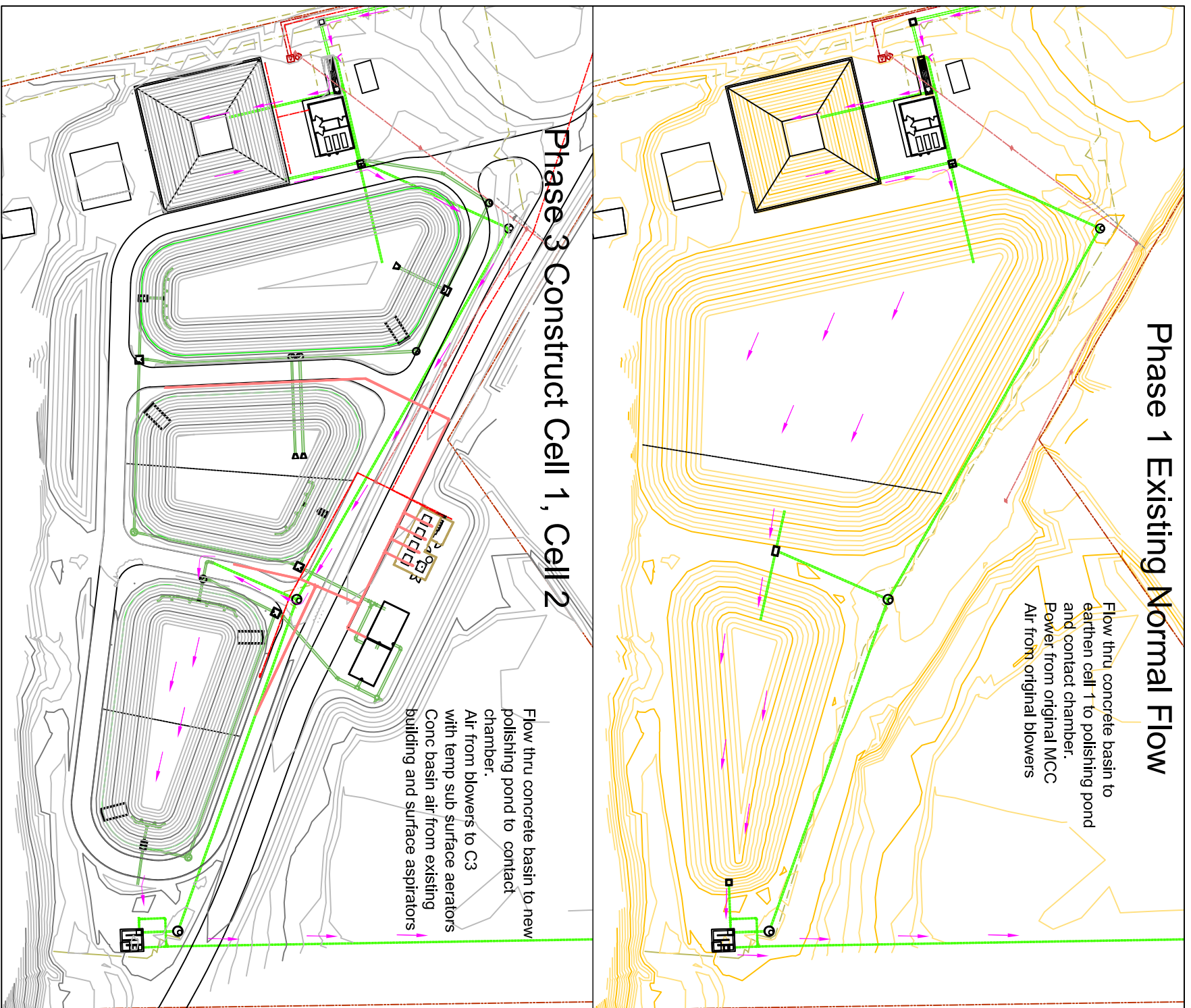
Using the concrete basin and the new polishing pond will allow for the larger earthen cell to be removed from service, drained, sludge removed, and the area cleaned up. Calculations to show that the plant can be operated without the large cell in use are included in the design calculations (attachment 3). It is anticipated that the Contractor will want to construction both Cell 1 and Cell 2 simultaneously. New blowers and aeration system will also be furnished and installed during this timeframe. Once the new cells are liner, tested, startup will begin for all the new equipment, controls and treatment cells.

1.3.6. d. Outfall diffuser

The facility does not require an outfall diffuser. The existing outfall pipe will remain in use.

1.3.6. e. Upset and Response Plan

Power Failure – Power failures are typically short in duration, less than 2 hours. The lagoon treatment system can be without air and mixing for that period of time without significant adverse impacts. The [SCADA-dialer](#) system will have battery backup. The flow monitoring equipment also has limited backup power. Discussions with Gunnison Electric, the electric provider to the plant indicated that they are



TOWN OF LAKE CITY WASTEWATER TREATMENT PLANT	
PHASING PLAN	
Consolidated Consulting Services P.O. Box 1079, Ridgway, CO 81432	
Drawn By: JF	Scale: 0/1" = 10'
Checked By: JF	Date: 06/23/23
Approved By: JF	Project No: LC-1979 Phasing



TRIPLEPOINT EQUIPMENT PERFORMANCE GUARANTEE

GUARANTEE

Triplepoint stands behind its equipment by guaranteeing that it will perform as represented in the Basis of Design calculations summary provided with each proposal. Triplepoint will correct any non-performing equipment at no cost to the customer subject to the terms & conditions herein.

TERMS & CONDITIONS

The Equipment Performance Guarantee is contingent upon the following terms & conditions being met:

1. The design assumptions provided by the Customer and thereby included in the Basis of Design provided by Triplepoint, including daily flow and influent loading consistent with the monitoring schedule required in section 4, below, are accurate to actual field conditions.
2. The influent wastewater does not or has not contained any threshold concentration of inorganic pollutants or other such materials, solutions, or product that are inhibitory to biological treatment processes.
3. A comprehensive laboratory analysis of the influent wastewater was disclosed to Triplepoint during the consultation process so the system could be designed appropriately given site conditions.
4. Water quality data is recorded weekly (during startup and acclimation period up to 90 days) that include (at a minimum) parameters listed in the chart below. After acclimation biweekly testing is acceptable. If an effluent excursion occurs, weekly testing must commence. The more data available, the faster Triplepoint can interpret and propose operational guidance. To the extent there is an effluent excursion after the initial 90-day period, Triplepoint shall reimburse the Customer for the additional cost of for the weekly sampling versus the costs of biweekly sampling if the laboratory analysis indicates no influent excursions above design values in the basis of design and no detrimental operational changes were made.

5.

Raw Influent	Plant Effluent
BOD	BOD
TKN	NH3-N
	TN

TSS	TSS
pH	pH
DO	DO
Water Temp	Water temp
Oil and Grease	Oil and Grease

6. In the event BOD, TKN or solids loading to influent exceed set limitations, Triplepoint is not liable for effluent excursions above the effluent values in the design conditions the basis of design in the proposal.
7. The pre-existing site conditions were accurately represented to Triplepoint during the consultation phase, including sludge depth and composition.
8. A Triplepoint representative was present to inspect the installation and start-up of the system and provided a "Certificate of Proper Installation."
9. The system has been online for a minimum of 90 days in order for the proper biological process to be established and/or acclimation to be achieved. Any deficiencies in the operation of the initial 90-day period shall be the responsibility of Triplepoint to remedy. – save operational malfeasance by an operator.
10. The required Operation and Maintenance procedures have been substantially followed as per the O&M manual for each piece of equipment provided by Triplepoint at the time of installation. Evidence can be provided for this.
11. Triplepoint products have not been subjected to neglect, misuse or damaged in any way.
12. The wastewater system, which the Triplepoint products are incorporated in, has had a continuous flow of wastewater needed in order to maintain viable biology. Any disruption to the daily influent flow has not exceeded 24 hours.
13. Any performance failure has been reported to Triplepoint within 14 days of the Town becoming aware of the issue.
14. Evidence of sufficient records proving adherence to these terms and conditions can be provided to Triplepoint upon request. This requirement shall be satisfied by providing weekly water quality data for the initial 90-day period and thereafter biweekly water quality data reports.

EXCLUSIONS

This Product Performance Guarantee specifically excludes the following:

1. Acts of God, such as adverse weather events or any other such instance of uncontrollable natural forces in operation.
2. This Equipment Performance Guarantee does guarantee biological treatment performance. Biological treatment calculations provided in the Basis of Design documentation are based on best practice in the field of wastewater treatment, unless the defect in performance is caused by a variable that Triplepoint could not have reasonably anticipated in the exercise of their professional judgment, this performance guarantee shall apply.
3. Failure caused by any equipment or incident outside of Triplepoint’s control, including but not limited to, failure of ancillary equipment not provided by Triplepoint.
4. Failure of utilities such as, but not limited to electricity, air, water etc.

5. Failure of Customer to arrange for adequate operating staff to operate and maintain the equipment in accordance to the in general conformance with Operation and Maintenance manual provided.

LIMITS OF LIABILITY

If a Triplepoint system fails to perform as advertised in the Basis of Design provided upon completion of the consultation process, the terms and conditions as set out herein have been met and none of the above exclusions applies, Triplepoint shall at its sole option and expense, as Customer's sole remedy hereunder, either: (a) repair, replace or modify the system as Triplepoint deems appropriate; or (b) pay, in the form of liquidated damages, a lump sum amount equal to 100% of the price paid by Customer for the equipment within a period of 365 days.

DRAFT

Basis of Design

Lake City, CO

9-May-23

Aeration Design Calculations

SUMMARY - General Design Parameters					
v4.4 D	Design Scenario Name		0.3 MGD	0.275 MGD	0.175 MGD
1	Influent Flowrate	MGD	0.300	0.275	0.175
2	Influent Concentration	mg/L	450.0	450.0	450.0
3	Effluent Conc. (Summer)	mg/L	7.0	5.7	1.8
4	Effluent Conc. (Winter)	mg/L	27.3	23.4	9.4
5	Actual Oxygen Supplied	lb/day	2307.8	2252.6	2250.4
6	Air included for nitrification?		No	No	No
7	Number of Aerators		29	29	29
8	Estimated Tubing Length	ft	2000	2000	2000
9	Standard Airflow	SCFM	1631.63	1582.14	1575.74
10	Inlet Airflow	ICFM	2617.00	2537.00	2527.00
11	Design Pressure (w/cushion)	psig	7.77	7.77	7.77
12	Projected Brake Hp	bhp	143.56	139.17	138.62
13	Estimated Design Hp	hp	200.0	200.0	200.0

SUMMARY - Aerators

	Air Supplied Via: Aerator Type:	Manifolds 750T	Manifolds 750T	Manifolds 750T
Cell Name				
Basin		0	0	0
Cell 1		18	18	18
Cell 2A		6	6	6
Cell 2B		2	2	2
Cell 3A		2	2	2
Cell 3B		1	1	1

SUMMARY - Biological Treatment Calculations

Item	Description	Units	0.3 MGD	0.275 MGD	0.175 MGD
1	Number of Treatment Cells		4	4	4
2	Flow Regime		Series	Series	Series
3	Site Elevation - HWL	ft	8630	8630	8630

Basin

4	Wastewater Flowrate	MGD	0.3	0.3	0.2
5	Treatment Volume	M-Gal	0.2	0.2	0.2
6	Treatment Time	days	0.8	0.9	1.3
7	Treatment Type	-	Facultative	Facultative	Facultative
8	Std Reaction Rate, k_{20}	days ⁻¹	0.06	0.06	0.06

9	Design Water Temp	°C	20	20	20	
10	Design Reaction Rate, k_T	days ⁻¹	0.026	0.026	0.026	
Summer	11	Biological Treatment Eff.	%	4.5%	4.9%	7.5%
	12	Influent BOD Loading	lb/day	1,124	1,031	656
	13	Influent BOD Concentration	mg/L	450.0	450.0	450.0
	14	BOD Removed	lb/day	51	50	49
15	Effluent BOD Loading	lb/day	1,074	980	607	
16	Effluent BOD Concentration	mg/L	429.8	428.0	416.4	
Winter	17	Design Water Temp	°C	1.0	1.0	1.0
	18	Biological Treatment Eff.	%	2.3%	2.6%	4.0%

Wir	19	BOD Removed	lb/day	26.4	26.3	25.9
	20	Effluent BOD Concentration	mg/L	439.4	438.5	432.2
	N1	Influent NBOD Loading	lb/day	212	195	124
	N2	Influent NBOD Conc.	mg/L	84.9	84.9	84.9
	N3	Assumed NBOD Removed	lb/day	-	-	-
	N4	Effluent NBOD Loading*	lb/day	212	195	124
	N5	Assumed Eff. NBOD Conc.	mg/L	85	85	85
Cell 1						
	21	Wastewater Flowrate	MGD	0.3	0.3	0.2
	22	Treatment Volume	M-Gal	0.8	0.8	0.8
	23	Treatment Time	days	2.7	3.0	4.7
	24	Treatment Type	-	Complete Mix	Complete Mix	Complete Mix
	25	Std Reaction Rate, k_{20}	days ⁻¹	2.5	2.5	2.5
Summer	26	Design Water Temp	°C	20	20	20
	27	Design Reaction Rate, k_T	days ⁻¹	1.087	1.087	1.087
	28	Biological Treatment Eff.	%	87.3%	88.2%	92.2%
	29	Influent BOD Loading	lb/day	1074	980	607
	30	Influent BOD Concentration	mg/L	429.8	428.0	416.4
	31	BOD Removed	lb/day	937	865	559
	32	Effluent BOD Loading	lb/day	137	116	48
	33	Effluent BOD Concentration	mg/L	54.8	50.5	32.7
Winter	34	Design Water Temp	°C	1.0	1.0	1.0
	35	Biological Treatment Eff.	%	77.8%	79.2%	85.7%
	36	BOD Removed	lb/day	853.9	795.8	539.9
	37	Effluent BOD Concentration	mg/L	97.7	91.1	61.8
	N6	Influent NBOD Loading	lb/day	212	195	124
	N7	Influent NBOD Conc.	mg/L	84.9	84.9	84.9
	N8	Assumed NBOD Removed	lb/day	-	-	-
	N9	Effluent NBOD Loading*	lb/day	212	195	124
	N10	Assumed Eff. NBOD Conc.	mg/L	85	85	85
Cell 2A						
	38	Wastewater Flowrate	MGD	0.3	0.3	0.2
	39	Treatment Volume	M-Gal	0.3	0.3	0.3
	40	Treatment Time	days	1.1	1.2	1.8
	41	Treatment Type	-	Complete Mix	Complete Mix	Complete Mix
	42	Std Reaction Rate, k_{20}	days ⁻¹	2.5	2.5	2.5
Summer	43	Design Water Temp	°C	20	20	20
	44	Design Reaction Rate, k_T	days ⁻¹	1.087	1.087	1.087
	45	Biological Treatment Eff.	%	73.0%	74.6%	82.2%
	46	Influent BOD Loading	lb/day	136.8	115.7	47.6
	47	Influent BOD Concentration	mg/L	54.8	50.5	32.7
	48	BOD Removed	lb/day	100	86	39
	49	Effluent BOD Loading	lb/day	37.01	29.36	8.47
	50	Effluent BOD Concentration	mg/L	14.8	12.8	5.8
Winter	51	Design Water Temp	°C	1.0	1.0	1.0
	52	Biological Treatment Eff.	%	57.9%	60.0%	70.3%
	53	BOD Removed	lb/day	141.5	125.3	63.3
	54	Effluent BOD Concentration	mg/L	41.1	36.4	18.4
	N11	Influent NBOD Loading	lb/day	212	195	124
	N12	Influent NBOD Conc.	mg/L	84.9	84.9	84.9
	N13	Assumed NBOD Removed	lb/day	-	-	-
	N14	Effluent NBOD Loading*	lb/day	212	195	124
	N15	Assumed Eff. NBOD Conc.	mg/L	85	85	85

Cell 2B

55	Wastewater Flowrate	MGD	0.3	0.3	0.2	
56	Treatment Volume	M-Gal	0.3	0.3	0.3	
57	Treatment Time	days	1.1	1.2	1.8	
58	Treatment Type	-	Partial Mix	Partial Mix	Partial Mix	
59	Std Reaction Rate, k_{20}	days ⁻¹	0.28	0.28	0.28	
<hr/>						
Summer	60	Design Water Temp	°C	20	20	20
	61	Design Reaction Rate, k_T	days ⁻¹	0.122	0.122	0.122
	62	Biological Treatment Eff.	%	23.2%	24.8%	34.1%
	63	Influent BOD Loading	lb/day	37	29	8
	64	Influent BOD Concentration	mg/L	14.8	12.8	5.8
	65	BOD Removed	lb/day	9	7	3
	66	Effluent BOD Loading	lb/day	28	22	6
67	Effluent BOD Concentration	mg/L	11.4	9.6	3.8	
<hr/>						
Winter	68	Design Water Temp	°C	1.0	1.0	1.0
	69	Biological Treatment Eff.	%	13.4%	14.4%	20.9%
	70	BOD Removed	lb/day	13.7	12.0	5.6
	71	Effluent BOD Concentration	mg/L	35.6	31.1	14.5
<hr/>						
N16	Influent NBOD Loading	lb/day	212	195	124	
N17	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	
N18	Assumed NBOD Removed	lb/day	-	-	-	
N19	Effluent NBOD Loading*	lb/day	212	195	124	
N20	Assumed Eff. NBOD Conc.	mg/L	85	85	85	
<hr/>						
Cell 3A						
72	Wastewater Flowrate	MGD	0.3	0.3	0.2	
73	Treatment Volume	M-Gal	0.3	0.3	0.3	
74	Treatment Time	days	1.0	1.1	1.7	
75	Treatment Type	-	Partial Mix	Partial Mix	Partial Mix	
76	Std Reaction Rate, k_{20}	days ⁻¹	0.28	0.28	0.28	
<hr/>						
Summer	77	Design Water Temp	°C	20	20	20
	78	Design Reaction Rate, k_T	days ⁻¹	0.122	0.122	0.122
	79	Biological Treatment Eff.	%	21.7%	23.3%	32.3%
	80	Influent BOD Loading	lb/day	28	22	6
	81	Influent BOD Concentration	mg/L	11.4	9.6	3.8
	82	BOD Removed	lb/day	6	5	2
	83	Effluent BOD Loading	lb/day	22	17	4
84	Effluent BOD Concentration	mg/L	8.9	7.4	2.6	
<hr/>						
Winter	85	Design Water Temp	°C	1.0	1.0	1.0
	86	Biological Treatment Eff.	%	12.4%	13.4%	19.6%
	87	BOD Removed	lb/day	11.0	9.6	4.1
	88	Effluent BOD Concentration	mg/L	31.2	27.0	11.7
<hr/>						
N21	Influent NBOD Loading	lb/day	212	195	124	
N22	Influent NBOD Conc.	mg/L	84.9	84.9	84.9	
N23	Assumed NBOD Removed	lb/day	-	-	-	
N24	Effluent NBOD Loading*	lb/day	212	195	124	
N25	Assumed Eff. NBOD Conc.	mg/L	85	85	85	
<hr/>						
Cell 3B						
89	Wastewater Flowrate	MGD	0.3	0.3	0.2	
90	Treatment Volume	M-Gal	0.3	0.3	0.3	
91	Treatment Time	days	1.0	1.1	1.7	
92	Treatment Type	-	Partial Mix	Partial Mix	Partial Mix	
93	Std Reaction Rate, k_{20}	days ⁻¹	0.28	0.28	0.28	
<hr/>						
94	Design Water Temp	°C	20	20	20	
95	Design Reaction Rate, k_T	days ⁻¹	0.122	0.122	0.122	

Summer	96	Biological Treatment Eff.	%	21.7%	23.3%	32.3%
	97	Influent BOD Loading	lb/day	22	17	4
	98	Influent BOD Concentration	mg/L	8.9	7.4	2.6
	99	BOD Removed	lb/day	5	4	1
	100	Effluent BOD Loading	lb/day	17	13	3
	101	Effluent BOD Concentration	mg/L	7.0	5.7	1.8
Winter	102	Design Water Temp	°C	1.0	1.0	1.0
	103	Biological Treatment Eff.	%	12.4%	13.4%	19.6%
	104	BOD Removed	lb/day	9.7	8.3	3.3
	105	Effluent BOD Concentration	mg/L	27.3	23.4	9.4
	N26	Influent NBOD Loading	lb/day	212	195	124
	N27	Influent NBOD Conc.	mg/L	84.9	84.9	84.9
	N28	Assumed NBOD Removed	lb/day	-	-	-
	N29	Effluent NBOD Loading*	lb/day	212	195	124
	N30	Assumed Eff. NBOD Conc.	mg/L	85	85	85

*Values for nitrification are assumed. Actual nitrogen removal varies based on conditions such as ten

SUMMARY - Aeration Calculations

Item	Description	Units	0.3 MGD	0.275 MGD	0.175 MGD
1	Site Elevation	ft	8630	8630	8630
2	O ₂ Loading Factor (BOD ₅)	O ₂ /BOD	1.75	1.75	1.75
3	Alpha-value, α		0.60	0.60	0.60
4	Beta-value, β		0.95	0.95	0.95
5	Theta-value, θ		1.02	1.02	1.02

Basin

Cell 1

22	Lagoon Side Water Depth	ft	12.00	12.00	12.00
23	Air Release Depth	ft	11.25	11.25	11.25
24	AOR - Total	lb/day	1640	1513	979
25	SOTE/ft	%/ft	1.74%	1.75%	1.75%
26	SOTE	%	19.53%	19.68%	19.68%
27	Design DO Concentration	mg/L	2.0	2.0	2.0
28	FTE		5.74%	5.79%	5.79%
29	Air requirement	scfm	1140	1099	1099
30	Airflow per aeration unit	scfm	63.3	61.0	61.0
31	Aerator Type		750T	750T	750T
32	Number of aeration units	units	18	18	18
33	Water Pressure	psig	4.87	4.87	4.87
34	Aerator Pressure Loss	psig	0.61	0.60	0.60
35	Header/Feeder P Loss	psig	0.83	0.80	0.80
36	Total Operating Pressure	psig	6.31	6.27	6.27
37	Design Motor Pressure	psig	7.31	7.27	7.27

Cell 2A

38	Lagoon Side Water Depth	ft	12.00	12.00	12.00
39	Air Release Depth	ft	11.25	11.25	11.25
40	AOR - Total	lb/day	248	219	111
41	SOTE/ft	%/ft	1.69%	1.69%	1.69%
42	SOTE	%	19.05%	19.05%	19.05%
43	Design DO Concentration	mg/L	2.0	2.0	2.0
44	FTE		5.60%	5.60%	5.60%
45	Air requirement	scfm	433	433	433
46	Airflow per aeration unit	scfm	72.1	72.1	72.1
47	Aerator Type		750T	750T	750T
48	Number of aeration units	units	6	6	6
49	Water Pressure	psig	4.87	4.87	4.87

50	Aerator Pressure Loss	psig	0.62	0.62	0.62
51	Header/Feeder P Loss	psig	1.28	1.28	1.28
52	Total Operating Pressure	psig	6.77	6.77	6.77
53	Design Motor Pressure	psig	7.77	7.77	7.77

Cell 2B

54	Lagoon Side Water Depth	ft	12.00	12.00	12.00
55	Air Release Depth	ft	11.25	11.25	11.25
56	AOR - Total	lb/day	24	21	20
57	SOTE/ft	%/ft	2.78%	2.91%	2.95%
58	SOTE	%	31.32%	32.79%	33.13%
59	Design DO Concentration	mg/L	2.0	2.0	2.0
60	FTE		9.21%	9.64%	9.74%
61	Air requirement	scfm	10	9	8
62	Airflow per aeration unit	scfm	5.2	4.3	4.1
63	Aerator Type		750T	750T	750T
64	Number of aeration units	units	2	2	2
65	Water Pressure	psig	4.87	4.87	4.87
66	Aerator Pressure Loss	psig	0.48	0.47	0.47
67	Header/Feeder P Loss	psig	0.41	0.41	0.41
68	Total Operating Pressure	psig	5.76	5.75	5.75
69	Design Motor Pressure	psig	6.76	6.75	6.75

Cell 3A

70	Lagoon Side Water Depth	ft	12.00	12.00	12.00
71	Air Release Depth	ft	11.25	11.25	11.25
72	AOR - Total	lb/day	19	17	13
73	SOTE/ft	%/ft	2.28%	2.28%	2.28%
74	SOTE	%	25.61%	25.61%	25.61%
75	Design DO Concentration	mg/L	5.0	5.0	5.0
76	FTE		2.00%	2.00%	2.00%
77	Air requirement	scfm	38	33	26
78	Airflow per aeration unit	scfm	19.2	16.6	12.9
79	Aerator Type		750T	750T	750T
80	Number of aeration units	units	2	2	2
81	Water Pressure	psig	4.87	4.87	4.87
82	Aerator Pressure Loss	psig	0.51	0.51	0.51
83	Header/Feeder P Loss	psig	0.44	0.44	0.44
84	Total Operating Pressure	psig	5.81	5.81	5.81
85	Design Motor Pressure	psig	6.81	6.81	6.81

Cell 3B

86	Lagoon Side Water Depth	ft	12.00	12.00	12.00
87	Air Release Depth	ft	11.25	11.25	11.25
88	AOR - Total	lb/day	17	14	17
89	SOTE/ft	%/ft	1.99%	1.99%	1.99%
90	SOTE	%	22.43%	22.43%	22.43%
91	Design DO Concentration	mg/L	2.0	2.0	2.0
92	FTE		6.60%	6.60%	6.60%
93	Air requirement	scfm	10	9	10
94	Airflow per aeration unit	scfm	10.2	8.8	10.3
95	Aerator Type		750T	750T	750T
96	Number of aeration units	units	1	1	1
97	Water Pressure	psig	4.87	4.87	4.87
98	Aerator Pressure Loss	psig	0.55	0.55	0.55
99	Header/Feeder P Loss	psig	0.51	0.51	0.51
100	Total Operating Pressure	psig	5.93	5.93	5.93
101	Design Motor Pressure	psig	6.93	6.93	6.93

PROJECT NO.: 3487

PROJECT NAME: Lake City POTW Nitrox

PROJECT LOCATION: Lake City, CO

DATE: May 15, 2023

PREPARED FOR

Joanne Fagan, P.E.

PREPARED BY

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Email: tom@lagoons.com

Basis of Design –Nitrox+D

The NitrOx™ Process

The patent pending NitrOx Process was developed based on the principle that nitrification will reliably occur when the proper conditions are created. For wastewater lagoon systems that receive primarily domestic waste, the critical conditions required for nitrification include:

1. **CBOD** of 20-30 mg/L
2. **Dissolved oxygen** of 4.6 lb/O₂ per pound of NH₃-N (Metcalf & Eddy)
3. **Sufficient Population of Nitrifying bacteria**
4. Given sufficient Nitrifying bacteria, a **water temperature of 4-5 °C**

NitrOx Process utilizes the existing lagoon infrastructure for 90% BOD removal, after which nitrifying bacteria begin to nitrify. The effluent from the lagoons then flows hydraulically or is pumped into a two-stage nitrification reactor. In colder climates where the winter water temperature drops below 4 °C, a thermal regulation heat exchanger is added in order to increase the water temperature, typically only a few degrees during the coldest months of the year. In the two NitrOx reactor cells, there are millions of individual biofilm carriers that provide a habitat for nitrifying bacteria –ensuring that there are sufficient nitrifying bacteria even in the coldest water conditions. Each Nitrox reactor cell has an aeration grid to provide the necessary oxygen, as well as to create a complete mix environment to keep the biofilm carriers in constant motion. The two cells are covered with floating insulated covers to mitigate heat loss and the media is kept in the tanks with stainless steel sieves. Finally, the effluent from the second NitrOx reactor is discharged into a final polishing/clarification lagoon prior to the ultimate discharge from the lagoon system.

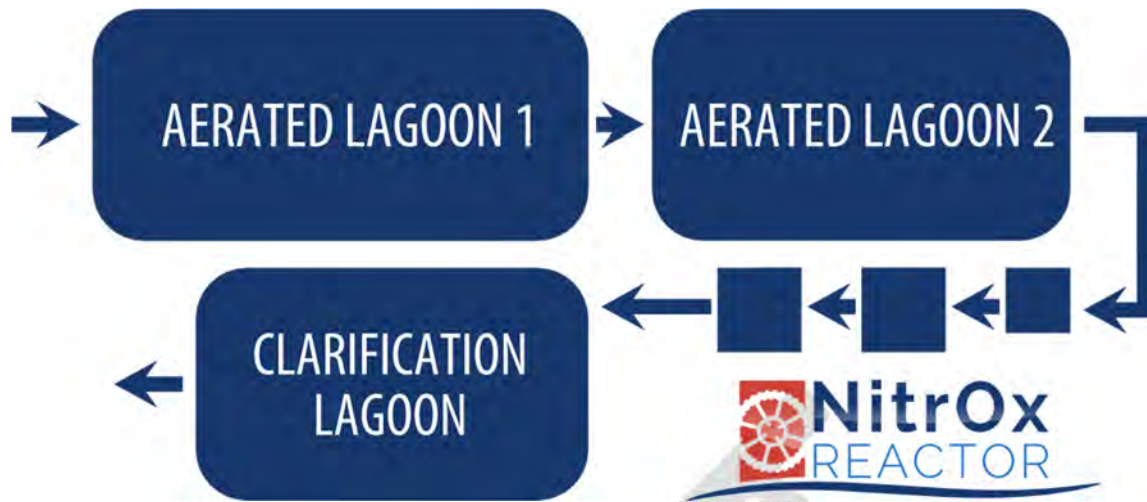


Figure 1: Basic flow diagram of the NitrOx Lagoon Ammonia Removal Process

Basis of Design - NitrOx with Fine Bubble Ares

Lake City, CO

5-May-23

ARES-FB

SUMMARY - Design Input Values

Plant Influent Characteristics		Units	Values
1	Annual Average Daily Flow	gpd	275,000
2	Maximum Monthly Average Daily Flow	gpd	275,000
3	Peak Daily Flow	gpd	825,000
4	Peak Hourly Flow	gpd	1,100,000
5	Influent BOD	mg/L	450
6	Influent BOD	lbs/day	1,032.1
7	Influent TSS	mg/L	300
8	Influent TSS	lbs/day	688.1
9	Influent NH3-N	mg/L	55.0
10	Influent NH3-N	lbs/day	126.1
11	Influent TKN	mg/L	85.0
12	Influent TKN	lbs/day	194.9
A1	Influent NOx-N	mg/L	0.0
A2	Influent NOx-N	lbs/day	0.0
13	Influent pH		7
14	Water Temperature	deg-C	7
NitrOx Influent Characteristics		Units	Values
15	Annual Average Daily Flow	gpd	275,000
16	Maximum Monthly Average Daily Flow	gpd	275,000
17	Peak Daily Flow	gpd	550,000
18	Peak Hourly Flow	gpd	687,500
19	Influent BOD	mg/L	31
20	Influent TSS	mg/L	47
21	Influent NH3-N	mg/L	55.0
22	Influent TKN	mg/L	68.2

23	Design Influent TKN	mg/L	68.2
A3	Design Influent NOx-N	mg/L	0
A4	Alkalinity Required as CaCO3 (Minimum)	mg/L	680
24	Influent pH		7
25	NitrOx Water Temperature	deg-C	5

SUMMARY - General Design Parameters			
NitrOx Tank Sizing Summary		Units	Values
26	Number of Treatment Trains Proposed		1
27	Number of Tanks Per Train		2
28	Total Number of Tanks		2
29	Length of Each	ft	24.0
30	Width of Each	ft	16.0
31	Side Water Depth of Each	ft	13
32	Tank Height of Each	ft	16
33	Volume of Each	gallons	37,340
34	Volume Total	gallons	74,680
35	Hydraulic Retention Time at Max Month Flow	hours	6.5
36	Hydraulic Retention Time at Peak Hourly Flow	hours	2.6
40	Number of Ares Units per Tank		6
41	Total Number of Ares Units		12
NitrOx Air Requirement (Per Treatment Train)		Stage 1	Stage 2
42	AOR (lbs/day)	368	378
43	Assumed Diffuser Subm. at AWL (ft.)	12.25	12.25
44	Elevation (ft.)	8,630	8,630
45	Alpha	0.75	0.75
46	Beta	0.95	0.95
47	Target DO Residual (MBBR Process) (mg/L)	5.0	5.0
48	SOR (lbs/day)	1,884	1,934
49	Target Diffuser Efficiency/ft. Submergence	1.7	1.7
50	Airflow (scfm)	353	362
NitrOx Blower Requirement Summary		Units	Values
51	No. of Blowers (Includes one redundant)		2
52	Airflow Requirement per Blower	scfm	715
53	Airflow per 1,000 scfm	scfm/1,000 cf	72
54	Water Pressure at Air Release Depth	psig	5.30
55	Piping and Diffuser Losses	psig	1.50
57	Maximum Design Discharge Pressure	psig	6.80
58	Assumed Overall Efficiency		0.62
59	Approximate BHP Requirement/Blower	bhp	58.0
60	Approximate BHP Requirement Total	bhp	58.0
61	Estimated Nameplate HP / Blower	hp	75
62	Blower Type		Tri-Lobe PD

SUMMARY - Calculated Output Values			
NitrOx Effluent Parameters		Units	Values
63	Effluent SCBOD	mg/L	7.5
64	Effluent SCBOD	lbs/day	17.2
65	Effluent NH3-N in Winter (Monthly Average)	mg/L	8.0

66	Effluent NH3-N in Winter (Monthly Average)	lbs/day	18.3
67	Effluent NH3-N in Summer (Monthly Average)	mg/L	6.0
68	Effluent NH3-N in Summer (Monthly Average)	lbs/day	13.8

Scope of Supply – NitrOx

NitrOx Reactor System Integrated Equipment	Qty	Unit
PD Blowers with Sound Dampening Weather Resistant Enclosure 60 HP PD blowers (Shared with Aeration)	2	ea
NEMA Panel with VFD Control for Blowers (contiguous with aeration panel)	2	ea
Hi-Surface Area Media Tank Fill (Includes future needs)	2	ea
Ares FB Aeration Grid	12	ea
Custom Welded Media Retention Sieves and Duckbills	4	ea
Bucket Screening System	1	ea
Immersive Tank Heaters and Thermocouple, Auto Control	1	ea
Insulated Tank Covers	2	ea
Detailed Installation and layout plan (Shop Drawings)	1	ea
Installation Supervision and Training	6	days
Air Piping From Blower	1	lot
Freight Prepaid	1	lot

- NOTES:
- EXISTING CONDITIONS ARE TAKEN FROM AERIAL PHOTOGRAPHS, FIELD OBSERVATIONS, AND/OR PRIOR CONSTRUCTION DOCUMENTS, WHEN AVAILABLE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. DRAWINGS ARE INTENDED FOR PLANNING PURPOSES TO PROVIDE A GENERAL OVERVIEW OF INSTALLATION OPTIONS AVAILABLE FOR USE WITH THE TRIPLEPOINT AERATION SYSTEM. REVISION MAY BE NECESSARY TO ACCOMMODATE PROJECT-SPECIFIC FEATURES.
 - ALL DIMENSIONS AND SIZES ARE PRELIMINARY AND MAY NEED TO BE ALTERED DURING DETAILED DESIGN. IT IS RECOMMENDED THAT HEADER PIPE BE BURIED OR INSTALLED ON FLAT SURFACE OF BERM. ADDITIONAL PIPE SUPPORT WILL BE REQUIRED FOR INSTALLATION OF HEADER ON SLOPED PART OF BERM.
 - EXPANSION JOINTS, ISOLATION JOINTS, PIPE RESTRAINTS, AND PIPE SUPPORTS MAY BE REQUIRED. CONTRACTOR SHALL CONSULT ENGINEER'S CONSTRUCTION DOCUMENTS FOR REQUIREMENTS AND SPECIFICATIONS.

PRELIMINARY AERATION LAYOUT

LAKE CITY, CO

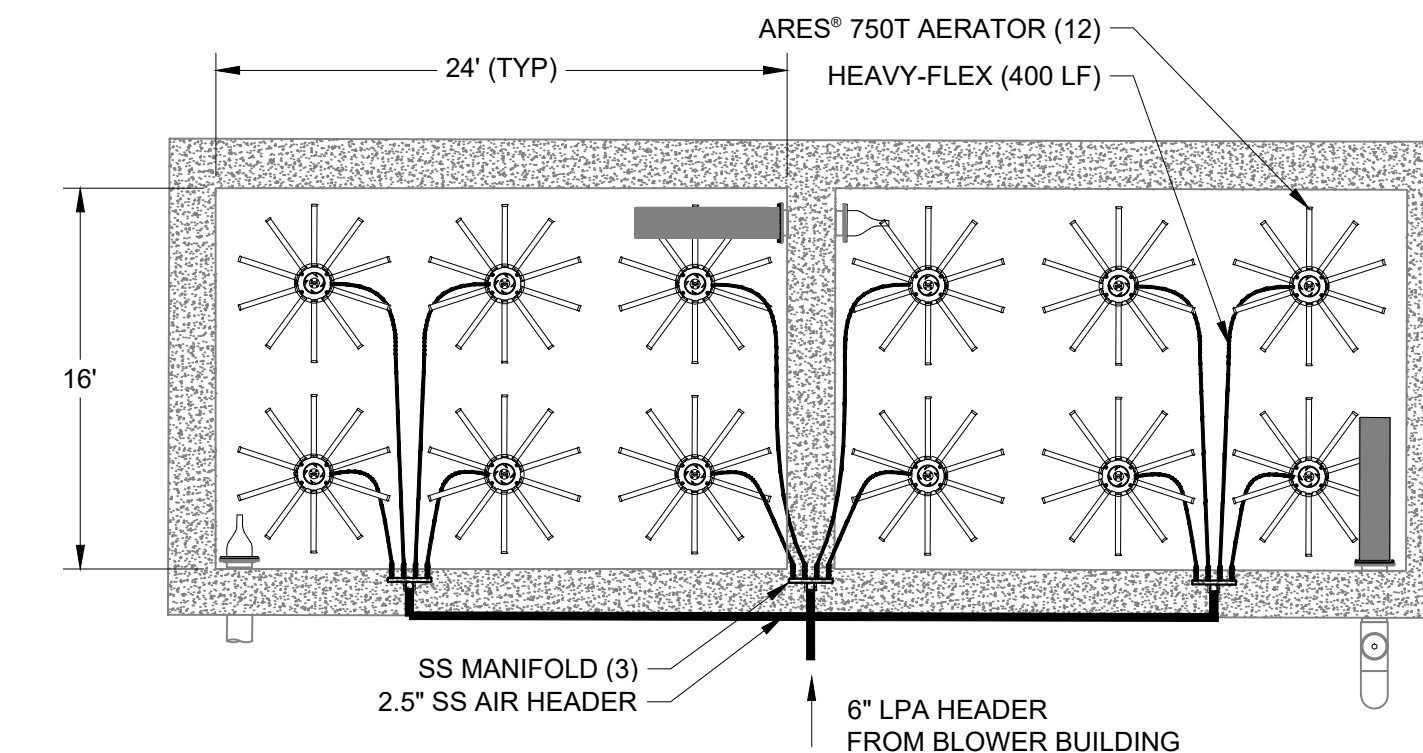


PLAN VIEW
SCALE: 1"=30'
0 15' 30'

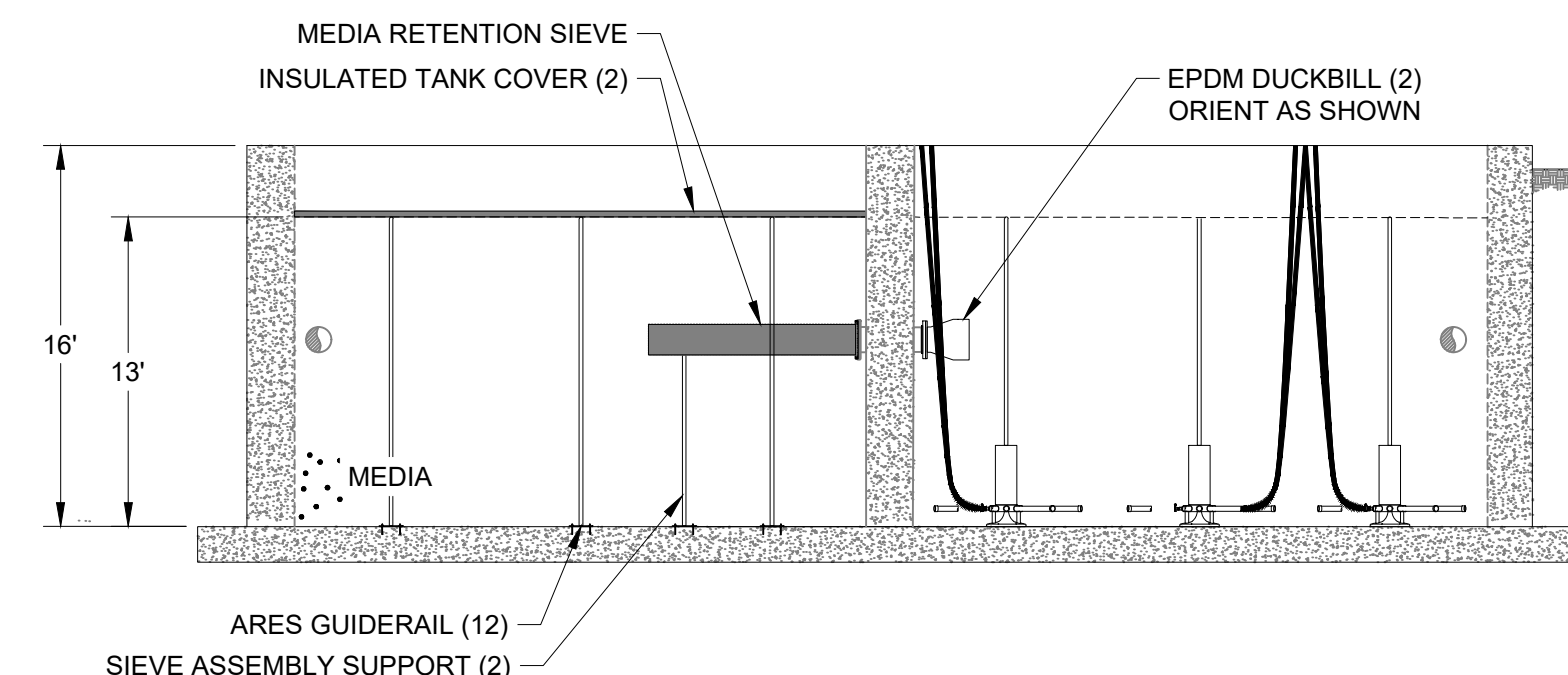
TYPICAL SCOPE OF SUPPLY			
ITEM	DESCRIPTION	TPE	BYO
1	BLOWERS	X	
2	BLOWER PADS/BUILDING		X
3	HEADER PIPING & VALVES		X
4	LATERALS AND/OR RISER STUBS		X
5	AERATOR CONTROL MANIFOLDS	X	
6	AERATOR CONTROL VALVES	X	
7	FLEXIBLE TUBING	X	
8	AERATORS	X	

TPE = TRIPLEPOINT ENVIRONMENTAL
BYO = BY OTHERS

NOTE: THIS SCOPE OF SUPPLY IS TYPICAL. CHECK QUOTATION FROM TRIPLEPOINT ENVIRONMENTAL, LLC FOR COMPLETE SCOPE OF SUPPLY.



NITROX PLAN VIEW
SCALE: NTS



NITROX SECTION VIEW
SCALE: NTS

triplepoint ENVIRONMENTAL

TRIPLEPOINT ENVIRONMENTAL, LLC
6586 S. KENTON ST. CENTENNIAL, CO 80111
(312) 428-4634

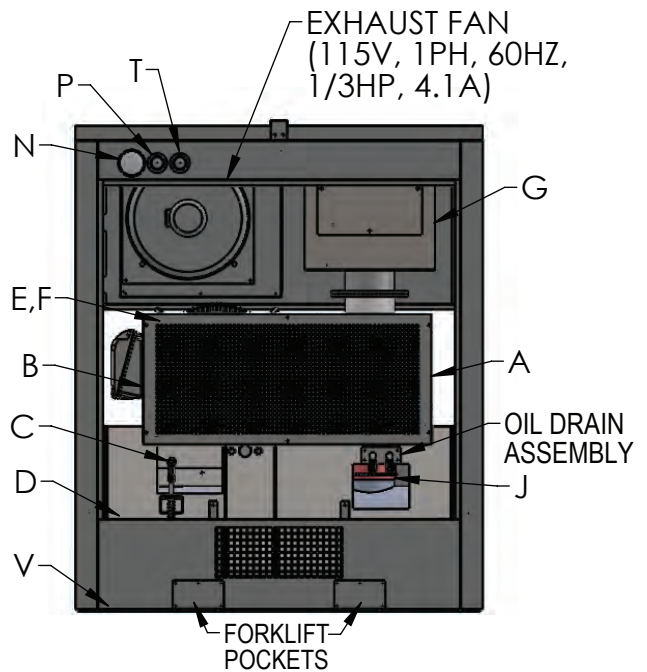
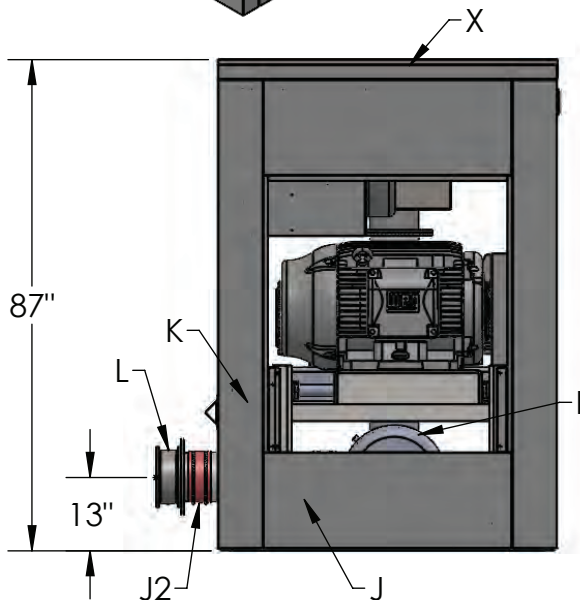
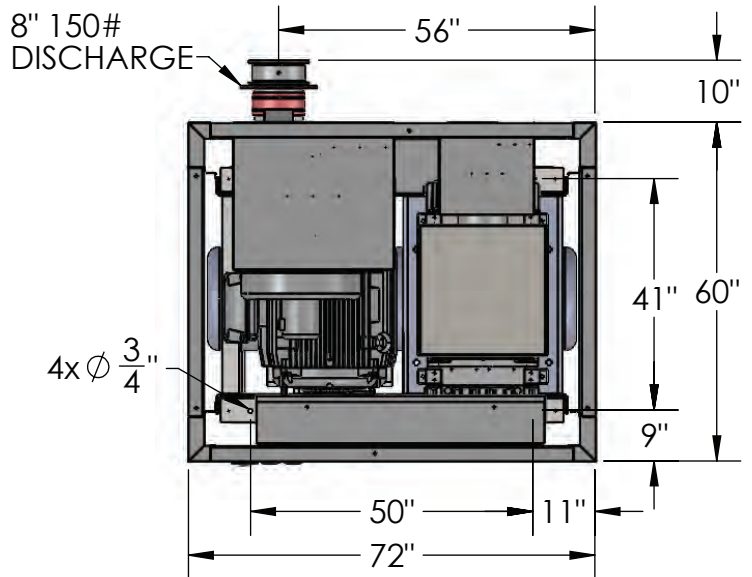
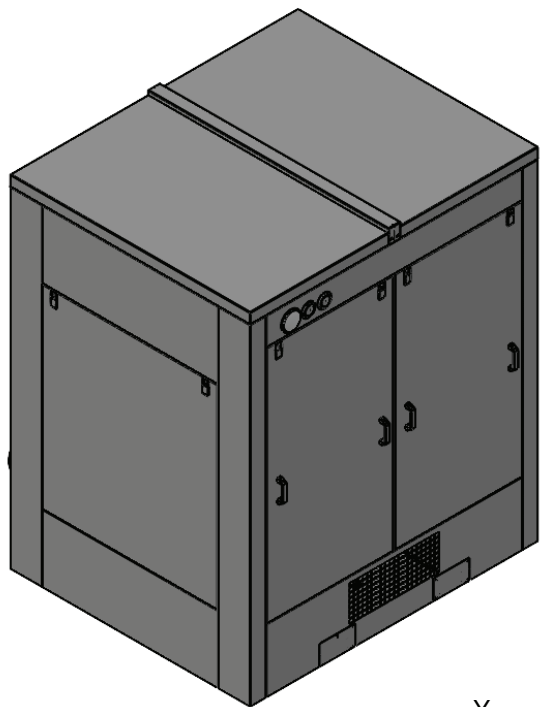
REV #	DESCRIPTION	DATE
A	PRELIMINARY AERATION LAYOUT	07/18/23
B	NITROX DIMENSIONAL UPDATE	03/14/23
C	AERATOR COUNT: NITROX DIMENSIONS	04/25/23
D	ADDED AERATOR TO 2B; MOVED 3B UNIT	05/10/23

LAKE CITY, CO
PROPOSED AERATION
IMPROVEMENTS

PRELIMINARY AERATION LAYOUT

DATE:	01/18/23
PROJECT NO.:	
CAD:	
SHEET:	

5/10/2023 9:08 AM



ESTIMATED BLOWER PACKAGE WEIGHT: 5,600#
 BLOWER ROTATION: CCW
 MIN. BLOWER SPEED: xxHZ
 TOLERANCE: ± 1/2"
 DISCHARGE PIPING MUST BE INDEPENDENTLY SUPPORTED.
 COMPONENTS: J2 & L WILL SHIP LOOSE.
 NOTE: ATTACH FORKLIFT POCKET COVERS AFTER PACKAGE IS INSTALLED.

Letter	Description
A	BLOWER:
B	MOTOR: HP, 1800RPM, TEFC, T, 208-230/460/3/60
C	MOTOR TILT BASE
D	ELEVATED STEEL BASE
E	V-BELT DRIVE
	BLOWER SHEAVE:
	MOTOR SHEAVE:
	BELTS: CD =
F	BELT GUARD: STEEL
G	INLET FILTER SILENCER: 8"
I	DISCHARGE SILENCER: 8"
J	FLEXIBLE PIPE CONNECTOR: G.R. 8100-8"
J2	DISCHARGE FLEXIBLE PIPE CONNECTOR: G.R. 8100-8"
K	RELIEF VALVE:
L	CHECK VALVE: F.H. 518-8"
N	DIFFERENTIAL PRESSURE GAUGE: DWYER 2020, 0-20"WC
P	PRESSURE GAUGE: WKA 213.53, 2 1/2", 0-15PSIG
T	TEMPERATURE GAUGE: WKA TI.V25, 2 1/2", 30-300°F
V	VIBRATION ISOLATION PADS: VMC CORK-RIBBED, 1" THICK
X	NOISE ENCLOSURE: ALUMINUM EXTERIOR W/ ACOUSTIC FOAM, 5 TILT-OUT LATCHING DOORS, & EXHAUST FAN W/ T-STAT



BLANDON, PENNSYLVANIA

PRELIMINARY DRAWING
 DIMENSIONS SUBJECT TO CHANGE
 P.O.#

DATE: 3/3/2023

SCALE: 1:34

DWG#:

#8 COMPACT

REV#:

0

CONSOLIDATED CONSULTING SERVICES

Staff Report

SUBJECT: Wastewater Update

Prepared by: Joanne Fagan

Date: June 4, 2023

An updated Process Design Report and the contract part of the project specifications were resubmitted to CDPHE today. We are looking forward to their feedback.

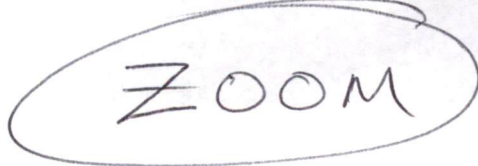
Board packets include a potential equipment purchase agreement between the Town and Triplepoint Environmental LLC (TPE). The Agreement calls for the Town to purchase aeration and ammonia removal equipment from TPE. The equipment package includes 2 - 60 hp and 2 - 75 hp blowers, 41 aerators, media to remove ammonia, some piping, screens, check valves, mixers, immersion heaters with controls, and some appurtenances. The price of the package with ammonia removal media to treat design flows of 0.175 MGD is \$1,168,190.19 and with media to treat the full design load to 2043 is \$1,197,310.19. The reason the Town might want to put off purchasing all the media is because TPE recommends not installing all the media until we need it. If the Town purchases all the media now, TPE would want the Town to store the media TPE thinks should not be installed at this time. Town staff is evaluating whether it makes sense to purchase and store media and will have a recommendation for the Trustees at Board meeting on 6/7.

The Trustees will notice a significant drop in the cost of the agreement. In talking with TPE, staff decided it was in the interest of the project that we scale back what we purchased from TPE. The Town will purchase the equipment and chemical to add alkalinity to help with ammonia removal directly. Similarly, the Town will purchase pumps for recycling some of the effluent from the ammonia basin back to the concrete basin. Finally we reached an agreement that TPE would provide the design and bill of materials for what they classified as piping they would not typically provide and the Town would purchase the pipe and materials. Deleting having TPE providing some of the piping, the alkalinity addition and recycle pumps deleted about \$180,000 from their scope of supply. The Town will need to purchase the materials deleted or have the plant contractor do so. We anticipate that if the Town directly purchases the materials and furnishes those to the construction contractor, there will be a savings of about \$30-40K. It might also allow the Town time to see if Region 10 can help us finding some funding for some of the materials. We had also discussed early on having TPE furnish some monitoring equipment, but that was not in the previous draft documents we provided from them and is not included in the current agreement. That too is something we will have to procure separately and is not needed until late in the project.

One of the things the staff feels is important to point out about what TPE is providing is that it includes some proprietary products. TPE recognizes that their aerators and ammonia removal media is something we would likely have to purchase from TPE and has agreed to lock in the price for such purchases for purchase of their aerators and media (see article 21.7 of the agreement) for a period of 20 years at a base price plus inflation. CCS used a similar provision to try to lock in the price for water treatment modules for two separate water treatment plants. In both cases when the Town tried to exercise that provision it was a bit challenging. The more challenging one was where at large conglomerate who had purchased the relatively small water

treatment company. In that case the town was able to after-market equipment. We share this as there is a risk when purchasing proprietary products. Lake City may not need anything for 15-20 years, but when you do, it might be a bit of challenge. However, in Lake City's case if you could not get the media TPE used, there are other sources media. Replacing the special aerators could be a challenge but there are a number of other ways to get more air into the ponds.

The agreement in the Board packets was negotiated over a number of weeks. We told TPE to have the agreement reviewed by the Trustees on 6/7, we needed to have completed agreement by 6/2 at 5 pm. That did not happen. We were close but TPE had some concerns about some wording that caused discussion to continue into the weekend. We sent TPE the updated draft of the document about which they had concerns late Saturday and as of Sunday night have not heard back so the agreement that is likely to be packets is one we are not sure is acceptable to TPE. The agreement attached also includes TPE calculations to justify what they intend to furnish. They may have updated those and if so we would update what we include in the agreement. We also need TPE to remove draft from the performance guarantee document in the agreement.



Town of Lake City, Colorado

Board of Trustees Special Meeting
June 14, 2023

Name - Print Name

Name - Signature

JEFF HEATON

BILL HAGENDORF

Cindy Young

JOAN ANASTASION

GEORGE HURD

DAW KROB

JOANNE FAGAN

BUFFY WITT

