

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MORRISON, COLORADO AND THE CITY AND COUNTY OF
DENVER REGARDING WASTEWATER TREATMENT FOR
RED ROCKS PARK AND AMPHITHEATRE**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2022, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and the **TOWN OF MORRISON**, a Colorado municipal corporation organized pursuant to the Constitution of the State of Colorado whose address is 321 Colorado Highway 8, Morrison, CO 80465 (the “Town”). Each of the foregoing is sometimes referred to as a “Party”, and, Town together with the City, the “Parties” for purposes of this Agreement.

WITNESSETH:

WHEREAS, the Town is owner and operator of a wastewater treatment facility that discharges into Bear Creek; and

WHEREAS, the City owns, and through its Denver Arts & Venues division, operates the recreational and entertainment facility known as Red Rocks Amphitheatre, which is located in Red Rocks Park (the Park, and Amphitheatre and all other buildings, improvements, and activities within the Park are collectively referred to herein as the "Park"); and

WHEREAS, the City requires wastewater treatment and discharge services for wastewater generated within the Park; and

WHEREAS, the Town has capacity in its wastewater treatment plant to receive, treat and discharge wastewater from the Park, subject to the limitations, terms and conditions set forth herein; and

WHEREAS, the Parties continued cooperation in the treatment of wastewater will improve the quality of waters in the Bear Creek Water Shed Basin and improve and enhance Red Rocks Park; and

WHEREAS, the Parties entered into an intergovernmental agreement on July 15, 2004, concerning wastewater treatment which has been subsequently amended on four occasions (the “2004 IGA”); and

WHEREAS, the Parties entered into an engineering services agreement on June 14, 2016, to assess potential improvements to the manner in which the Park’s wastewater was treated and disposed of by the Town;

WHEREAS, the June 14, 2016, Agreement was subsequently amended (together with the amendments, the “2016 IGA”) to permit the City to acquire wastewater enhancements and infrastructure improvements that allow for direct flow of wastewater as well as odor control

systems which enhance the City and the Town's ability to effectively treat and dispose of wastewater from the Park;

WHEREAS, the Town has also independently increased its wastewater treatment capacity since the 2004 IGA was executed, and has the ability to treat and dispose of additional wastewater; and

WHEREAS, the City has already purchased from the Town 148 single family equivalent sewer taps to process 40,328 gallons of wastewater discharge per day; and

WHEREAS, the City and the Town are each committed to maintaining adequate infrastructure to responsibly process and treat wastewater discharge; and

WHEREAS, each Party has full power and authority under Colorado law, their respective home rule charters and ordinances to enter into this Agreement;

WHEREAS, the Parties agree that this Agreement shall hereinafter supersede the 2004 IGA; and

WHEREAS, the Town shall fully coordinate all services under this Agreement with the Executive Director of Denver Arts & Venues (the "Executive Director"), or the Executive Director's Designee.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Town and the City agree as follows:

Section 1. **Term of this Agreement:** This Agreement shall replace the 2004 IGA in its entirety and commence on January 1, 2022. The initial term shall extend through December 31, 2031, unless earlier terminated as provided herein (the "Initial Term"). On January 1, 2032, and on January 1st of each succeeding year, the Initial Term shall automatically (and without further action of the Parties) extend for an additional one (1) year period (each such renewal, a "Renewal Term," and together with the Initial Term, the "Term"), unless and until either the City or the Town, in their sole and independent discretion, provides written notice to the other Party of nonrenewal of this Agreement, in the manner described in Section 21, at least six (6) months before expiration of the then-current Renewal Term.

Section 2. **Maximum contract amount:** Notwithstanding any other provision of this Agreement, the City's maximum payment obligation pursuant to this Agreement will not exceed SEVEN MILLION DOLLARS AND NO CENTS (\$7,000,000.00). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Town beyond those specifically required by this Agreement. Any services performed beyond those in this Agreement are performed at Town's risk and without authorization under this Agreement.

Section 3. **Service Charges and Tap Fees:**

3.1 The Town shall process and discharge all wastewater from operation of the Park (the "Wastewater Services"). The City shall pay Town a service charge in exchange

for the Wastewater Services (“Service Charge”). The Service Charge shall be paid monthly during the Term and calculated pursuant to Sections 3.2 and 3.6 below.

3.2 The monthly Service Charge during the Term shall equal the rate paid by In-Town Customers, which as of the commencement date hereof is \$35.00 per month per City Tap. The City agrees to pay an increased Service Charge, and the Town agrees to decrease the Service Charge, equal to the same percentage increase or decrease, if any, that is uniformly charged or reduced to all In-Town Customers connected to the Town’s wastewater system during subsequent calendar years. In-Town Customers means users of the Town’s wastewater system within the corporate limits of the Town. The Town shall provide notice to the City of revisions to these rates no later than July 1 of each year.

3.3 In the event the City elects, or is required by governmental order, to suspend or significantly reduce either the number of events at the Amphitheatre or the maximum capacity of individual events, the Parties agree to negotiate in good faith a reduction in the monthly Service Charge during the duration of the suspension or reduction.

3.4 The Parties agree state or federal wastewater regulatory standards may be altered during the term of this Agreement. These alterations may necessitate the Town to make changes to processes, equipment, operations, water quality parameters, sampling and monitored parameters, as well as service fee charges associated with such required alterations. The City agrees to pay such adjusted service charges, so long as the same are uniformly applied to all customers connected to the Town’s wastewater system.

3.5 Changes to the Town’s fee schedule that support calculation of the Service Charge shall not be applied to the City until January 1 of the year following adoption of the revised fee.

3.6 Invoices for fees set forth in this Agreement shall be submitted to the City. The City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

3.7 The Parties recognize that the City has previously purchased one hundred forty-eight (148) single tap equivalents from the Town for processing and discharge of wastewater from the Park. Notwithstanding the fact that this Agreement supersedes the 2004 IGA, the City shall continue to own the 148 taps from and after the date of this Agreement. To accommodate wastewater flow and quality, the Town hereby conveys to the City, at no charge, an additional ninety-eight (98) single tap equivalents, for a total of 246 taps (collectively, the “City Taps”). To the extent the operations of the City require additional taps, the City shall purchase the same as set forth in section 7.4.

3.8 The City agrees that wastewater treated and discharged by Town pursuant to this Agreement shall consist of standard wastewater from operation of the Park, such as from toilets, sinks, and related to kitchen/food service operation within the Park.

Section 4. **City Wastewater Facilities:** The City has constructed or acquired detention, transmission, connections and metering facilities on City property necessary to connect to the Town's existing wastewater system as the same are depicted on **Exhibit A**, attached hereto and incorporated herein by this reference (collectively the "City Wastewater Facilities"). The Parties shall have the following operation, maintenance, repair, and replacement obligations regarding the City Wastewater Facilities:

4.1. Maintenance and Operation:

4.1.1. Upstream of the Comminutors. The City shall maintain and operate, at its sole cost and expense, the City Wastewater Facilities upstream of the comminutors, in good working order, at City's sole cost and expense.

4.1.2. Comminutors and Downstream of the Comminutors. The Town shall maintain and operate, at Town's sole cost and expense, the City Wastewater Facilities beginning with, and including the comminutors located on City's property, and all downstream wastewater infrastructure, but not limited to pumps, manholes, flow meters, and sample meters, in good condition and working order.

4.2. Repair and Replacement.

4.2.1. Upstream of the Comminutors. The City shall repair and replace, at its sole cost and expense, the City Wastewater Facilities upstream of the comminutors, as is necessary for the City Wastewater Facilities to operate in good working order.

4.2.2. Downstream of the Comminutors. The Town shall repair and replace, at its sole cost and expense, the City's Wastewater Facilities beginning with, and including, the comminutors located on City's property, and all downstream wastewater infrastructure, as is necessary for the City Wastewater Facilities to operate in good working order.

4.2.2.1 Notwithstanding the foregoing, such repairs and replacements not resulting from the Town's negligence, or not in connection with any failure by Town to properly maintain and operate the City Wastewater Facilities in accordance with this Agreement, shall be performed by the Town at the City's sole cost and expense.

4.2.3. Notice of Repairs/Replacement; City's option for self-help. Prior to any work that is the Town's responsibility pursuant to Section 4.2.2.1, the Town shall secure written approval from City's Executive Director or designee for such repair/replacement prior to incurring any such costs, and shall with respect to any repair or replacement, routine or otherwise, secure and/or perform all work at the lowest responsible cost. After receipt of the Town's notice, the City may, at its sole discretion, elect to procure and complete such repairs/replacements/maintenance itself rather than rely on the Town's estimate.

4.2 The City shall submit to the Town, prior to any future construction, its plans for modifications to the City Wastewater Facilities and Town shall be entitled to review such plans to the extent such modifications materially affect the Town's wastewater facilities. The City and the Town shall work together in good faith to coordinate material improvements to the City Wastewater Facilities.

4.3 The Town shall be provided such reasonable access to the City Wastewater Facilities as may be reasonably required by the Town to operate the City Wastewater Facilities and to ensure the City Wastewater Facilities are being repaired and maintained in accordance with this Agreement, provided any such access does not unreasonably interfere with the City's operation of the Park.

4.4 City shall retain, and Town shall utilize, the equalization basin and tank located in the lower South 1 parking lot of the Park, as needed and in coordination with the City, when providing the Wastewater Services in connection with this Agreement.

Section 5. **Wastewater Treatment:** The Town shall utilize the City Wastewater Facilities, and any replacement equipment provided by City in connection with processing the Park's wastewater discharge. The Town shall conduct no treatment of wastewater on City property. Notwithstanding anything contained in this Agreement to the contrary, the City shall not be responsible for treatment and/or pre-treatment of any discharge from the Park.

Section 6. **Reserved:**

Section 7. **Metered Use:**

7.1 The City acquired, pursuant to the 2016 IGA, a meter and water quality sampler to measure the flow of wastewater from the Park into the Town's wastewater collection and treatment system ("Meter" and "Sampler") and to correlate water quality testing to such flow as described in Section 12. The Town shall continuously maintain a record of hourly and daily flows utilizing the Meter and shall furnish such information to City on a monthly basis during the Term and also upon City's written request.

7.2 The Town shall maintain the Meter and Sampler, at Town's sole cost and expense, in good working order at all times. In the event that the Meter is out of service or the Town is unable to determine an accurate flow measurement, flow values will be discussed by City and Town and the parties shall work together in good faith to identify a calculated flow based on comparable Park activity during that calendar year. In the event the Sampler is out of service; the Town may elect to collect a number of grab samples to supplement the water quality testing data.

7.3 The City shall have reasonable access to the Meter and Sampler for purposes of reading and inspection.

7.4 The Parties agree to review the wastewater flows and concentration of effluent from the Park on an annual basis, prior to December 31 of each calendar year. The

City agrees to purchase additional taps (in excess of the 246 City Taps described in Section 3.6) after the end of the calendar year in which monitoring of such flows and effluent concentrations demonstrate that the Park's wastewater flows or water quality parameters exceed the SFE allocations set forth in the table below. These additional taps shall be purchased on or before April 1 of the succeeding calendar year unless action is required by City's governing body in which event City shall seek to amend this Agreement in the ordinary course. The Parties agree the requirement for the City to purchase additional taps will be determined by evaluating the average values from the peak concert season (five highest months) in respect to discharged flow, BOD, and other water quality parameters.

- By way of example, if in a future calendar year, the average of the five highest months of sampling data resulted in a daily contribution of 200 lbs./day. This result would be an exceedance of the City's 246 SFE allotment of 184.5 lbs./day ($246 \text{ SFE} \times 0.75 \text{ lbs./day/SFE} = 184.5 \text{ lbs./day}$). The City would then be required to purchase 21 additional taps ($15.5 \text{ lbs./day exceedance} / 0.75 \text{ lbs./day/SFE} = 21 \text{ Taps}$) to address the excess BOD.

Example Allocations Based on 30 Day Month

RRA SFE's	246	Per SFE Allocation
Monthly Max Flow	2.2 MG	(300 gpd/SFE)
Monthly Max BOD	5535 lbs	(0.75 lbs/day/SFE)
Monthly Max TSS	5535 lbs	(0.75 lbs/day/SFE)
Monthly Max TP	133 lbs	(0.018 lbs/day/SFE)

Section 8 **Discharge, Disposal:** The parties agree that if the Town is unable to accept all of the Park's sewage and wastewater pursuant to this Agreement for any reason, the Town will provide for disposal of the City's sewage and wastewater from the Park by some other means at Town's sole cost and expense, or, if the Town is unable or unwilling to do so, the Town shall reimburse the City for the actual cost of treatment and disposal for wastewater and sewage not accepted by the Town pursuant to this Agreement.

Section 9. **Mutual Cooperation:** The City agrees to cooperate with the Town should the Town make application for modification of its clean water plan as it may affect the Town's wastewater treatment facility, or modification of the discharge permit for the Town's wastewater treatment facility, so long as such cooperation does not involve any cost to the City or adversely impact the City's interests.

Section 10. **Regulatory Changes:** The City agrees that third-party governmental regulatory changes may necessitate changes to the standards and requirements of operation or discharge from the Town's wastewater treatment facility necessitating changes to the pretreatment requirements of connectors to the Town's system. The City agrees to comply with such requirements as may be uniformly applied to all users of the Town's wastewater treatment system.

Section 11. **Discharge Authorized:** The City and Town agree without any further action or permit that the City may discharge to the Town's wastewater treatment system, and the Town shall treat all wastewater flows from the Park.

11.1 The Town shall have the right to reasonably inspect the City Wastewater Facilities and related equipment upon request, and without unreasonable delay, to perform maintenance and repairs as specifically required of Town pursuant to this Agreement.

11.2 The City shall have the right to reasonably inspect any wastewater facilities and equipment utilized in connection with this Agreement and not located on City's property upon request to Town, without unreasonable delay.

11.3 Compliance with the conditions of this Agreement shall not relieve the City or Town of responsibility for compliance with all applicable federal and state laws.

Section 12. **Testing:**

12.1 The Town shall immediately notify the City of any unusual or unexpected test results concerning the City's wastewater from the Park (+/- 20% deviation from the test results from comparable period in the prior calendar year. By way of example only, a reporting obligation would exist if May 2021 results exceed May 2020 results by +/- 20%). Further, the Town shall report to the City on a monthly basis all sample and test results, including but not limited to flow rates, total volume per day and effluent quality results.

12.2 The Town shall maintain all sample and test records for a period of five (5) years, and these records shall be made available to the City for its inspection upon forty-eight (48) hours' notice and request during normal business hours. The form of sample and test research record is attached as **Exhibit B**.

12.3 Sampling shall be conducted utilizing the on-site sampler acquired by the City in the 2016 IGA, or any replacement equipment acquired by the City, and shall comply with applicable federal and state law and regulations.

Section 13. **Plant Upgrades:** Should the Town upgrade its wastewater treatment plant or equipment during the term of this Agreement, for example, by the construction of the WWTP Dewatering Improvements, the Town agrees that it shall only charge the City the same rate as other users of the Town's wastewater system on a pro-rated, per tap equivalent basis. The Town shall notify City of any cost associated with such improvements at least thirty (30) days before any such improvements are initiated and Town shall utilize best efforts to undertake any such upgrades for a reasonable cost after competitive procurement.

Section 14. **Odor Control:** Town and City agree to monitor odor levels in connection with wastewater generated by the Park, and, if necessary, will mutually explore potential mitigation measures to address same. Any such mitigation efforts on City property will be undertaken at City's cost and must be mutually agreed upon by the Parties.

Section 15. **Examination of Records and Audits:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Town's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Town shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Town to make disclosures in violation of state or federal privacy laws. Town shall at all times comply with D.R.M.C. 20-276.

Section 16. **Payment of Prevailing Wages for any Improvements:**

16.1 With respect only to activities performed by the Town or its subcontractors pursuant to this Agreement and not otherwise, the Town shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Town shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. By executing this Agreement, the Town covenants and affirms that the Town is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work for such persons. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit C** and incorporated herein by reference.

16.2 The Town shall pay every Covered Worker, as defined in § 20-76(a) DRMC, a living wage as provided in § 20-76, DRMC.

16.3 In accordance with § 20-76(b) and (d), DRMC, the following mandatory provisions are included:

- (a) The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.
- (b) The Town or its Subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under DRMC Section 49-171 et seq., or on the date of the

written purchase order for contracts let by informal procedure under DRMC Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the Town or Subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Town or Subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Town and Subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

- (c) The Town and its Subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that the Town and Subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- (d) The Town shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Town and all Subcontractors working under the Town.
- (e) If the Town or any Subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Town until the Town furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- (f) The Town shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Town or Subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.
- (g) The copy of the payroll record shall be accompanied by a sworn statement of the Town that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Town or Subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work pursuant to the contract, either by the Town or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

- (h) If any Covered Worker employed by the Town or any Subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Town, suspend or terminate the Town's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Town and any sureties shall be liable to the City for any costs occasioned the City thereby.

Section 17. **Governing Law; Venue:** This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, and the applicable provisions of the Charter and Municipal Code of the Town of Morrison. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Jefferson County, as the Party initiating the legal action may choose.

Section 18. **No Third-Party Beneficiaries:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Town; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person. It is the express intention of the Parties that any person or entity other than the City and the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 19. **Claims:** In the event of any claim, demand, suit, or action by any third person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party.

Section 21. **Notices:** All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by appropriate facsimile or electronic transmission (receipt verified) or by certified mail, return receipt requested, to the following:

Town of Morrison: Town Manager
Town of Morrison
321 Colorado Hwy. 8
Morrison, CO 80465

With a copy to: Town Attorney
Town of Morrison
321 Colorado Hwy. 8
Morrison, CO 80465

To City: Executive Director
Denver Arts & Venues

City and County of Denver
1345 Champa Street
Denver, CO 80204

With a copy to: Office of the City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, CO 80202

And to: Venue Director, Red Rocks Amphitheatre
Denver Arts and Venues
City and County of Denver
4600 Humboldt Street
Denver, CO 80216

The number of persons or addresses set forth above may be changed at any time by written notice in the manner provided herein.

Section 22. **Subject to Appropriation:** It is understood and agreed that any payment obligation of either the City or the Town hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council or the Morrison Board of Trustees, as appropriate, for the purpose of this Agreement and paid into the treasury of the City or the Town, as appropriate. The parties each acknowledge that: (i) neither party does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City or the Town.

Section 23. **Immigration:**

23.1 The Town certifies that:

- (a) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
- (b) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- (d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while

performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (e) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- (f) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

Section 24. **Non Discrimination:** In connection with the performance of work under the Agreement, neither the Town nor the City may refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Town shall insert the foregoing provision in all subcontracts.

Section 25. **Enforcement:** The Parties agree this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and attorney fees as may be available according to the laws and statutes of the state of Colorado; provided however, other than as described in Section 23, the Parties hereby release any claims for incidental, consequential, economic or punitive damages. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions of this Agreement, and that any failure to comply which results in any recoverable damages shall not cause the termination of any rights or obligations under this Agreement.

Section 26. **Entire Agreement; Amendments:** This Agreement, including the exhibits which are hereby incorporated by this reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and under consideration for one another. This Agreement may be amended only by mutual agreement of the Parties in a written amendment to this Agreement.

Section 27. **Joint Venture:** This Agreement is not intended, nor shall this Agreement be construed, to establish or constitute a joint venture between the Parties.

Section 28. **Assignment:** No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.

Section 29. **Severability:** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless remain in effect; provided however, the Parties shall after such a determination is made, enter into good faith negotiations and proceed to draft terms or conditions in an effort to legally achieve the original intent and purposes of the Parties in this Agreement.

Section 30. **Headings for Convenience:** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the proper scope or intent of any provision of this Agreement.

Section 31. **Authority:** Each party represents and warrants that it has taken all actions that are necessary or that are required by applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The persons executing this agreement on behalf of each Party warrants that she or he have full authorization to execute this Agreement.

Section 32. **Insurance:** Each Party may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken pursuant to this Agreement. The cost of any such insurance shall be borne exclusively by the Party obtaining such insurance and each Party shall determine what coverage, if any, is required.

Section 33. **Colorado Governmental Immunity Act:** The Parties agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*

Section 34. **No Construction Against Drafting Party:** The Town and the City acknowledge that each of them and their respective counsel have been provided sufficient opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

Section 35. **Execution of Agreement:** This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of City and Town.

Section 36. **Use, Possession or Sale of Alcohol or Drugs:** While performing services on City-owned property, Town shall cooperate and comply with the provisions of City's Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

Section 37. **Electronic Signatures:** The Town consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement,

may be signed electronically by the City in the manner specified by the City, or by the Town in the manner specified by the Town. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: THTRS-202262385-00
Contractor Name: TOWN OF MORRISON

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

THTRS-202262385-00
TOWN OF MORRISON

By:

DocuSigned by:

Sean K. Forey

35A4747CD0C5469...

Name:

Sean K. Forey

(please print)

Title:

Mayor

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

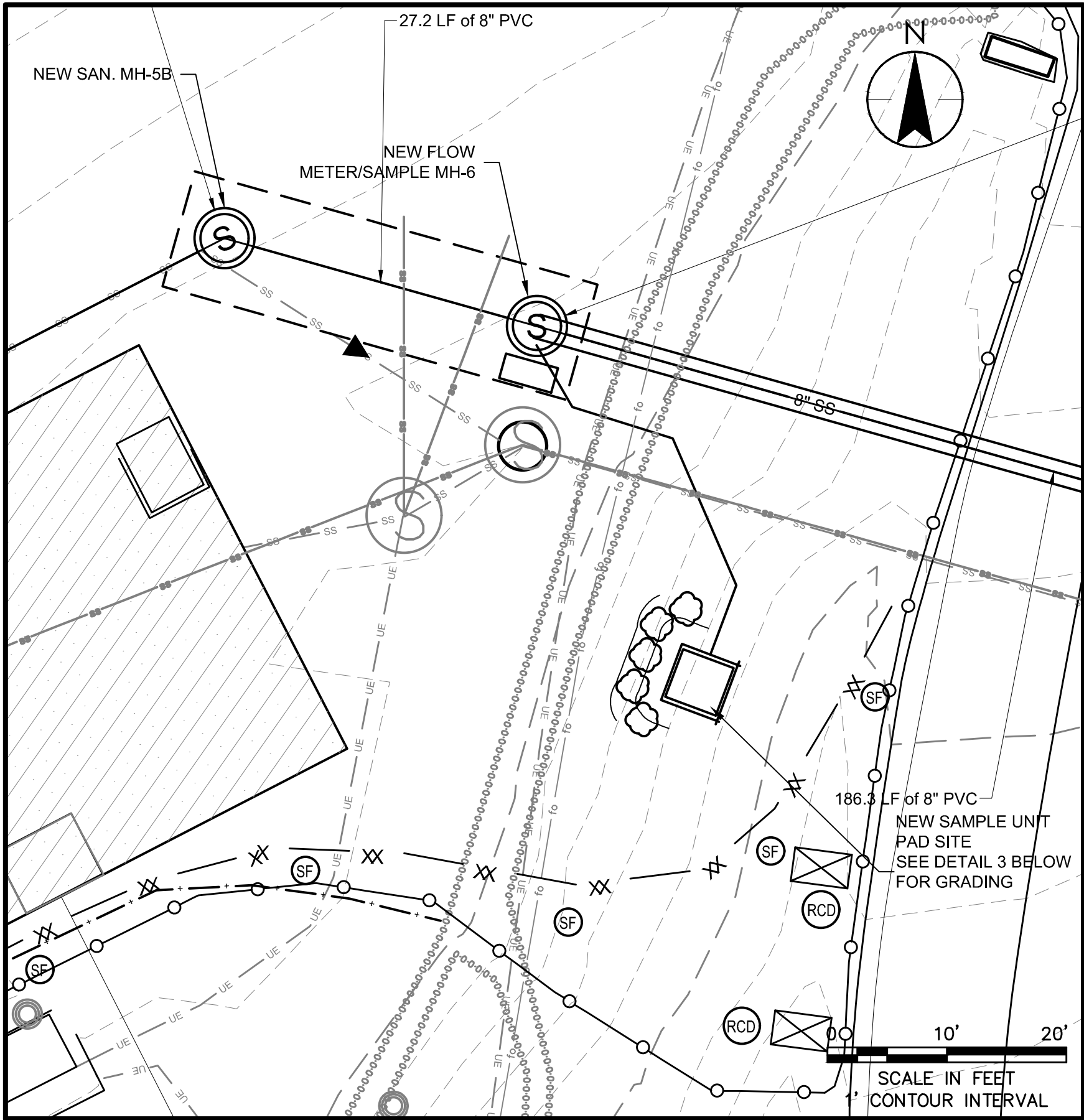
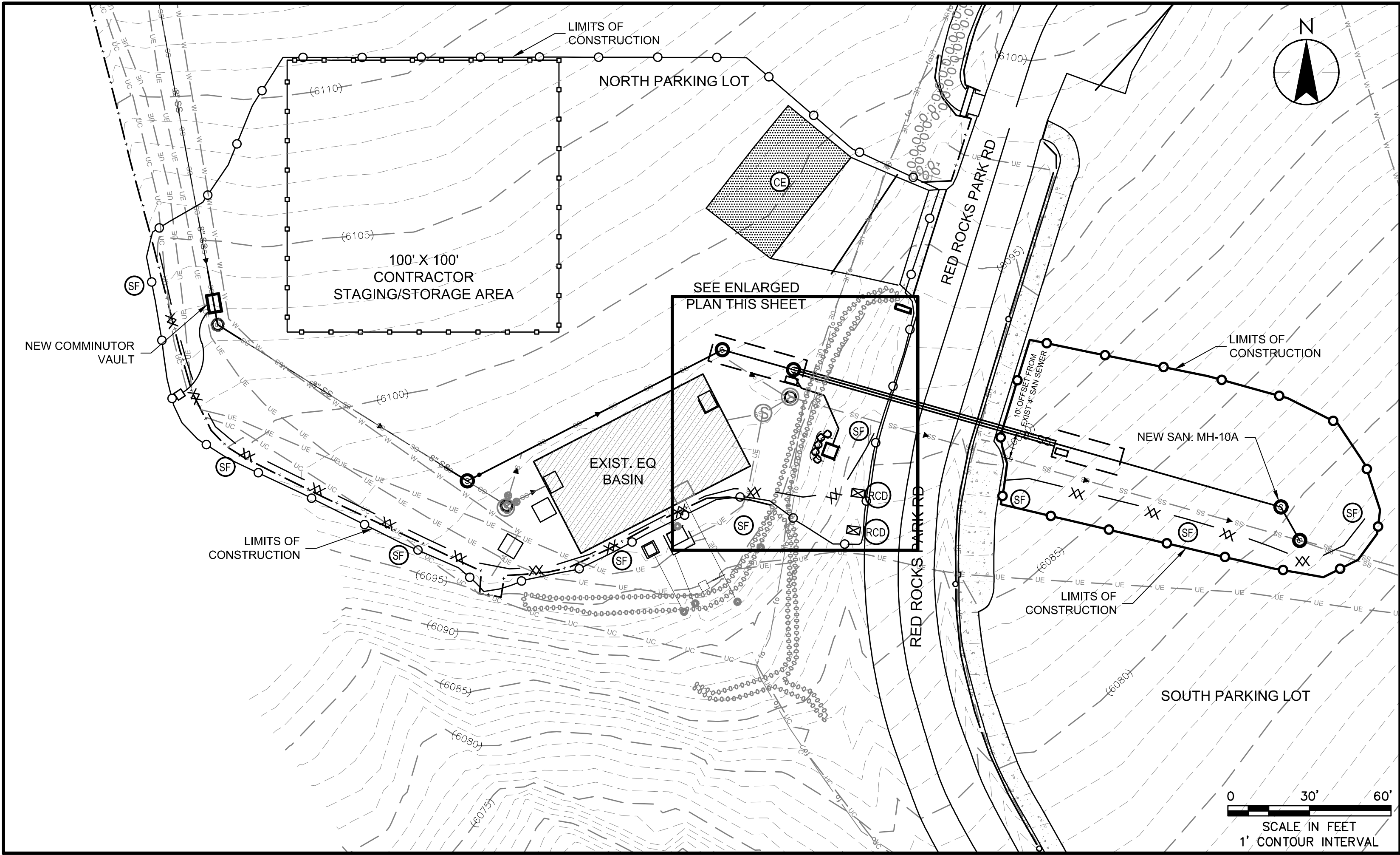
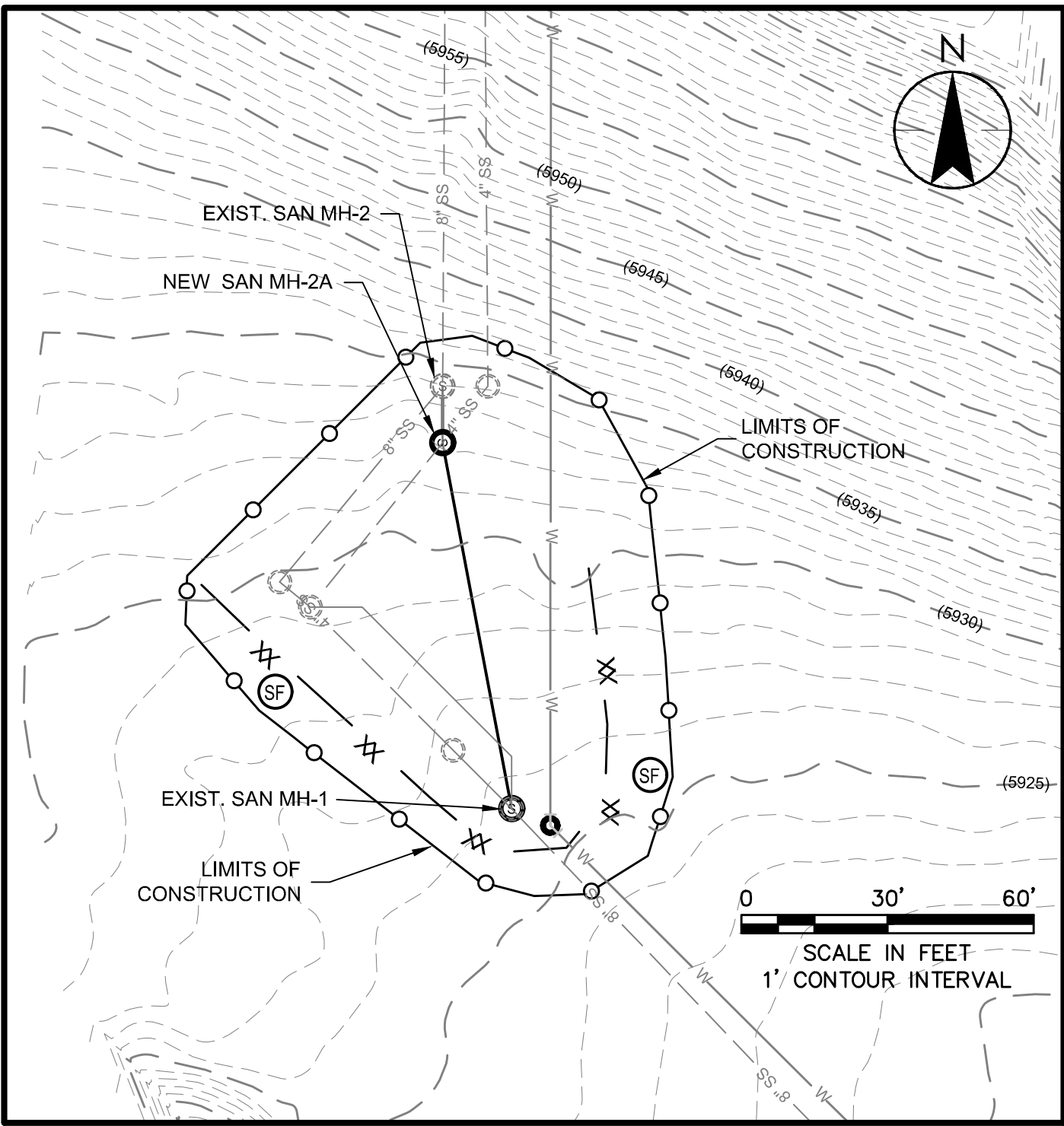
Morrison Wastewater Agreement

Exhibit A – City Wastewater Facilities

Aerial Site Plan of location of City Wastewater Facilities at Red Rocks as described on the following pages



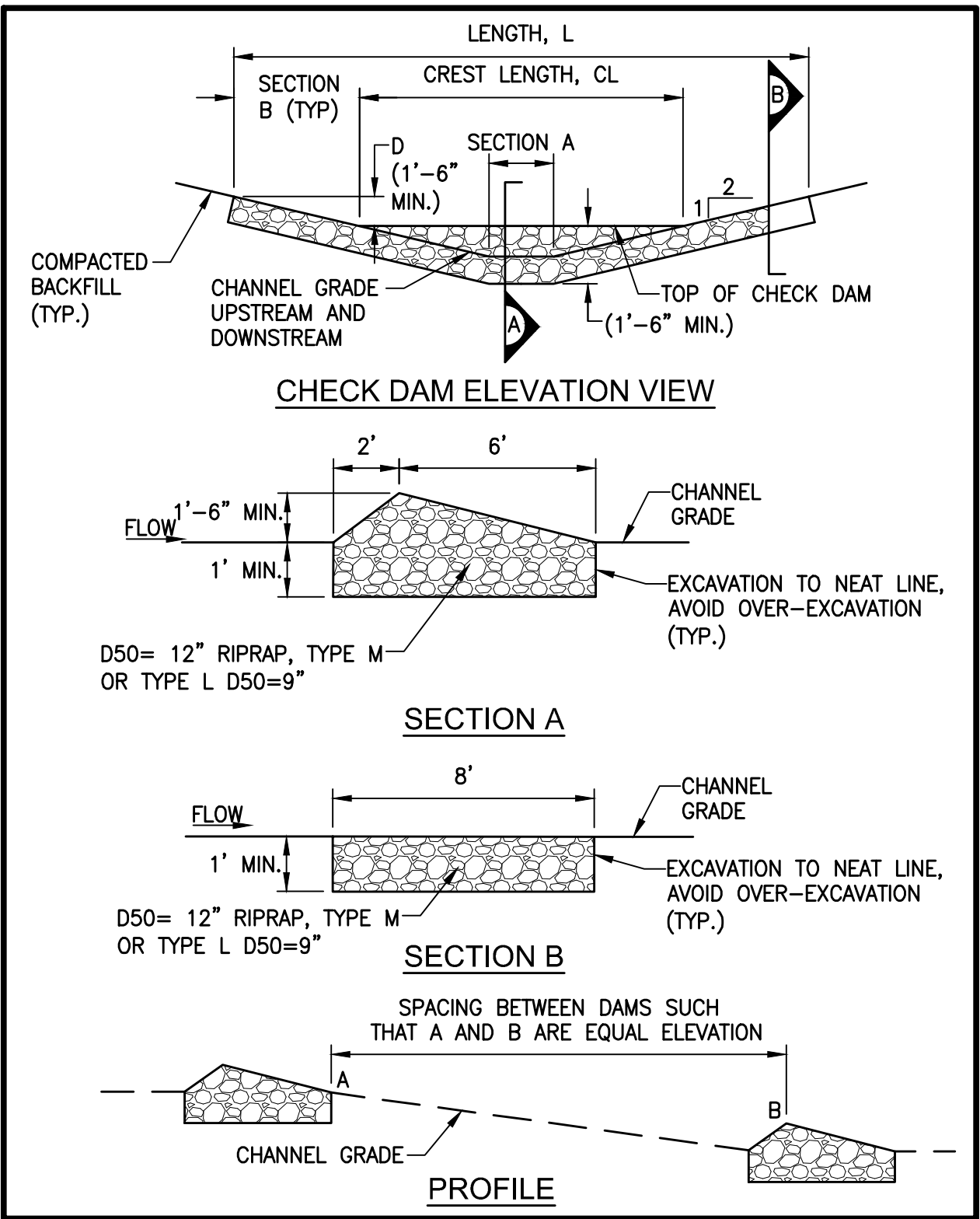
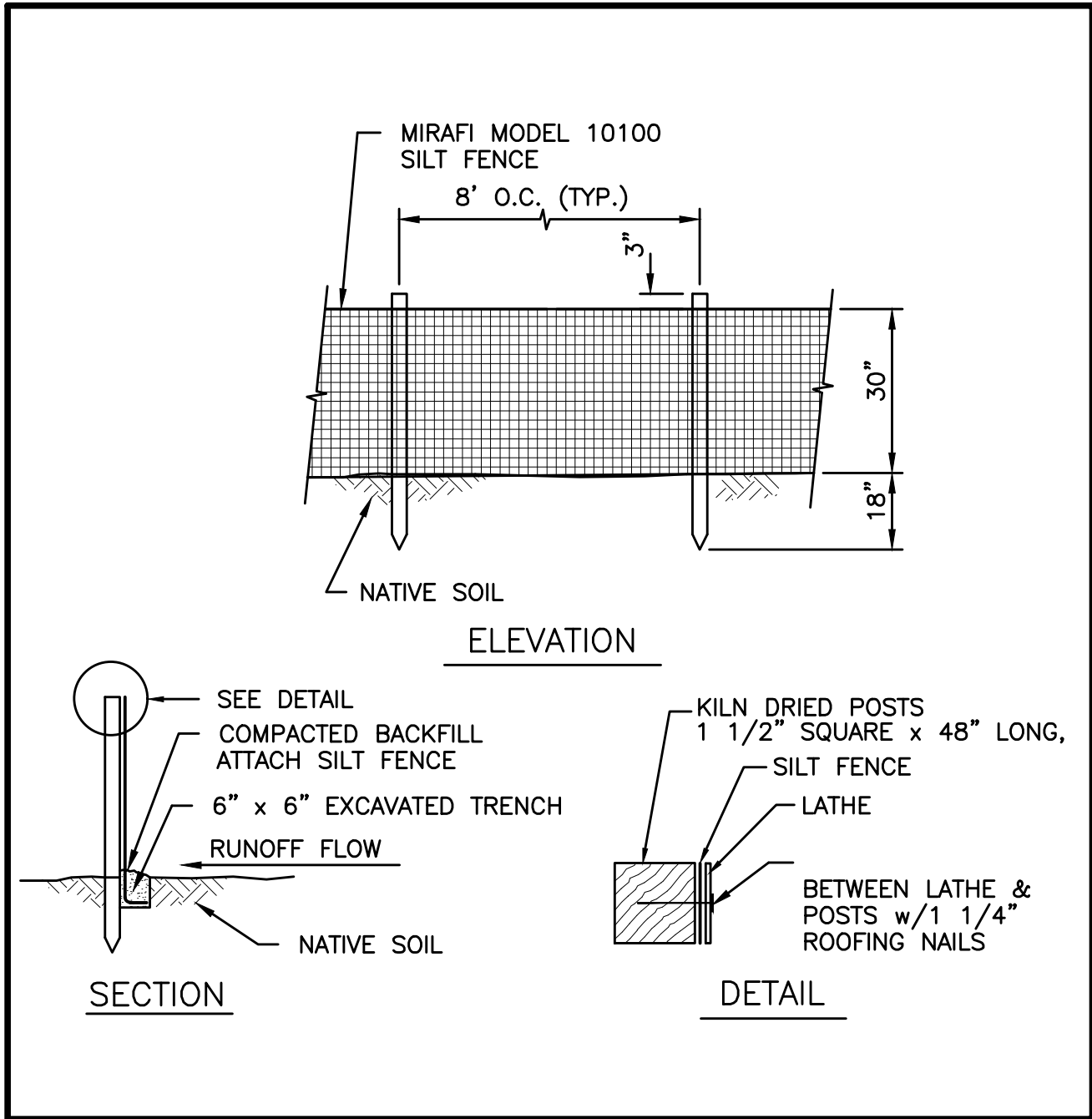
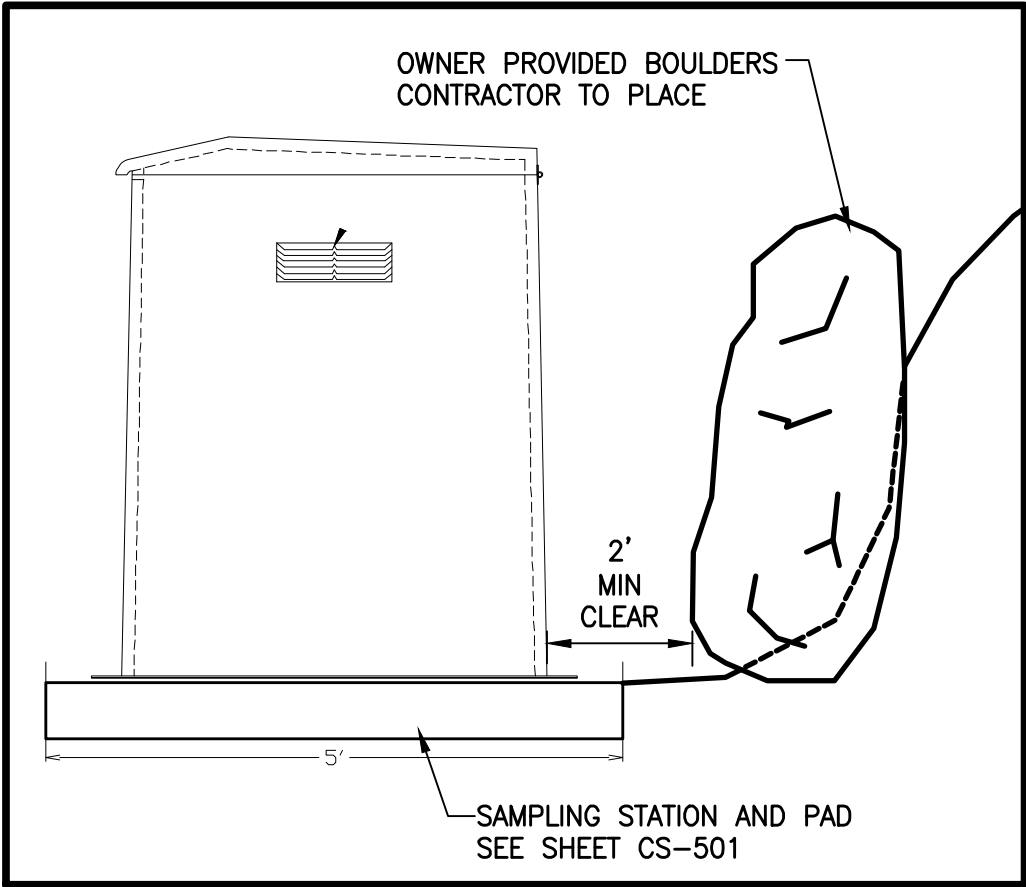
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2020/06/30 10:41 AM by: hcoover, SJA



EROSION CONTROL LEGEND

- SF — XX — SILT FENCE
CE — CONSTRUCTION ENTRANCE
RCD — ROCK CHECK DAM
— LIMITS OF CONSTRUCTION

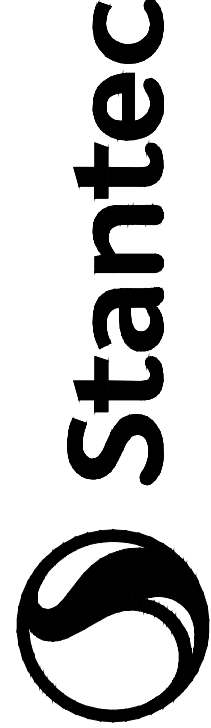
NOTE: CONTRACTOR TO PROVIDE SECURITY FENCE FOR STAGING/STORAGE AREA. THE AREA SHOWN IS APPROXIMATE AND SHALL BE COORDINATED WITH OWNER TO DETERMINE FINAL SIZE AND LOCATION.



1 DETAIL
SILT FENCE (SF)
N.T.S.

2 DETAIL
ROCK CHECK DAM (RCD)
N.T.S.

3 DETAIL
SAMPLE STATION GRADING
N.T.S.



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Revision	By	App'd	Date
0	RECORD DRAWINGS	S.L.H.	2006.17
1	RECORD DRAWINGS	S.J.E.	2006.17
2	RECORD DRAWINGS	A.S.	2006.17
3	RECORD DRAWINGS	18.12.03	20.06.17

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Client/Project
TOWN OF MORRISON

Permit-Seal

WASTEWATER SYSTEM IMPROVEMENTS
RED ROCKS EQUALIZATION BASIN IMPROVEMENTS

OFFICE
Title
GRADING, EROSION AND SEDIMENT CONTROL PLAN

Project Number: 205305149
File Name: 05149-CS-102-RR_EROS-RECORD.dwg

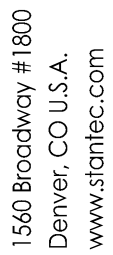
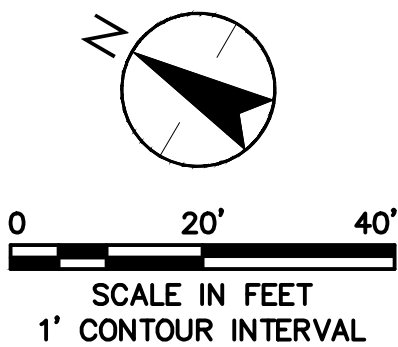
S.L.H. S.J.E. A.S. 18.12.03
Dwn. Chkd. Dsgn. 20.06.17

Drawing No. CS-102

Revision Sheet

0

6 of 28



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WASTEWATER SYSTEM IMPROVEMENTS

OFFICE	Title
	WASTEWATER COLLECTION SYSTEM PLAN AND PROFILE
	COMMUNUTOR VAULT

Permit-Seal

Project Number: 205305149

File Name: 05149-CS-200-RR_SAN_PLN_PROF-RECORD.dwg

Drawing No. CS-200

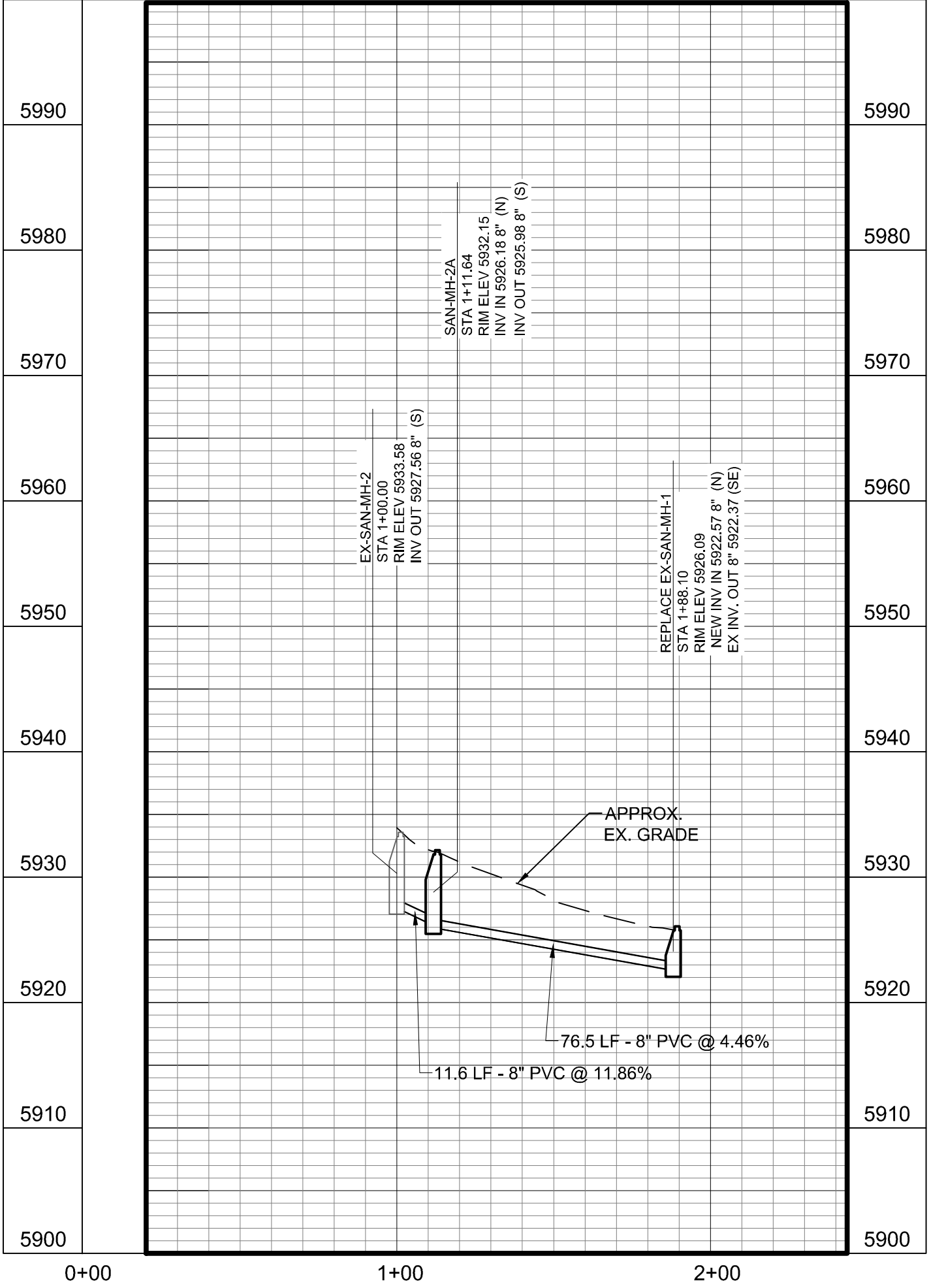
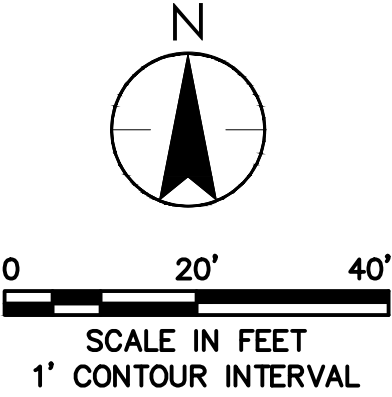
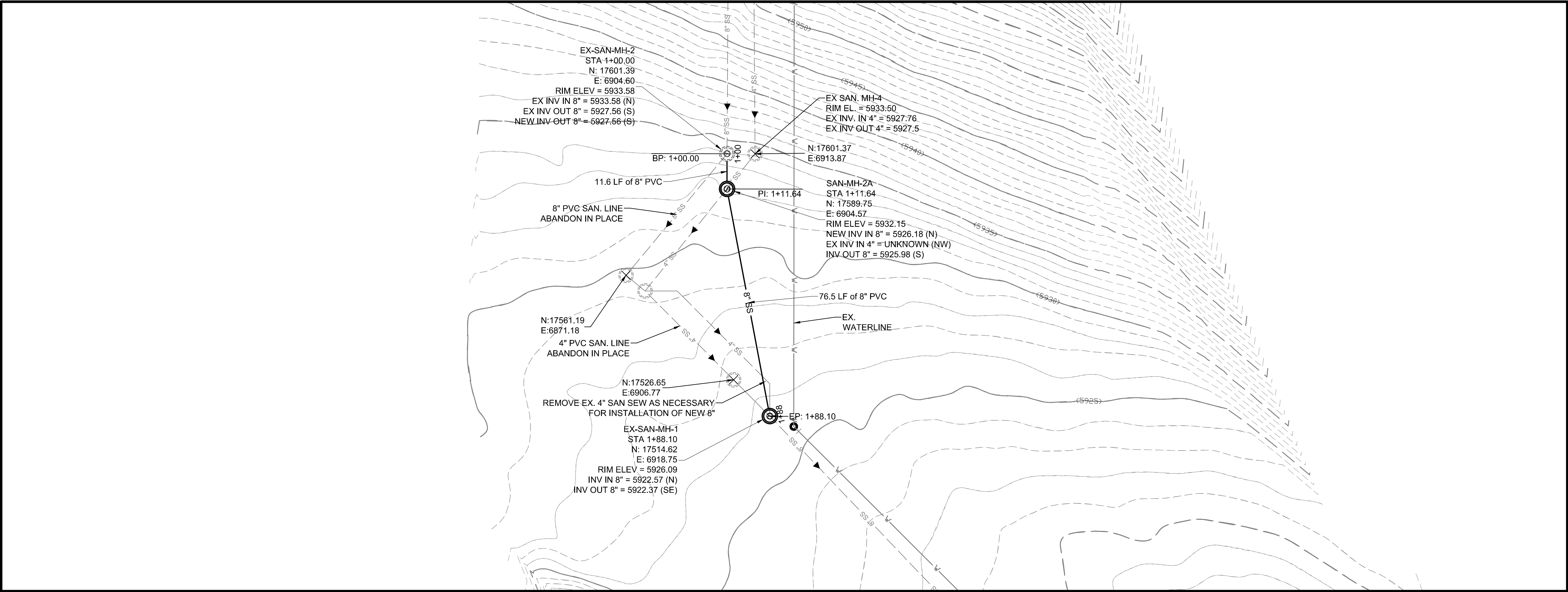
Revision Sheet

Revision Sheet

0

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2020/06/29 11:00 AM by: hcoover, JJA



GENERAL NOTES:

- ORIGINAL CONSTRUCTION ENCOUNTERED SOME SOLID ROCK AT THE BOTTOM OF THE EXCAVATION FROM EX MH-2 TO THE SOUTHWEST. CONTRACTOR TO INCLUDE ALLOWANCE IN BID FOR POTENTIAL ROCK MITIGATION IN THIS AREA.
- TREES IN THE AREA OF CONSTRUCTION ARE TO REMAIN. SEE TREE PROTECTION DETAIL ON DRAWING CS-503
- SITE RESTORATION INCLUDES LAYING OF SEED MIX ON THIS SHEET
- INCLUDE 4x WOLVERINE MANHOLE ODOR INSERT #MNL FOR EX MH-2, MH-2A, AND 2 MH LOCATION TBD. INCLUDE DARCO H2S GRANULATED ACTIVATED CARBON MEDIA PER MANUFACTURER RECOMMENDATIONS.
- SEE SHEET CS-502 FOR ODOR CONTROL INFORMATION

Red Rocks Seed Mix

Common Name	Scientific Name	PLS Full		PLS	
		Seed Rate	%	lbs./Acre	
Blue grama	<i>Bouteloua gracilis</i>	30	30	3.75	
Green needlegrass	<i>Nassella viridula</i>	15	10	4.58	
Big bluestem	<i>Andropogon gerardii</i>	0.6	20	2.5	
Sideoats Grama	<i>Bouteloua curtipendula</i>	9	20	7.5	
Western Wheatgrass	<i>Pascopyrum (Agropyron) smithii</i>	16	20	1.67	
		100		20	

Drill Seeded Rate: 9.63 PLS#/Acre
Broadcast Rate: 19.26 PLS#/Acre
Small Areas Rate: 38.52 PLS#/Acre

Revision	By	S.L.H.	S.J.E.	Appd.	Y/M/D
0	RECORD DRAWINGS				2024.17

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Client/Project
TOWN OF MORRISON

WASTEWATER SYSTEM IMPROVEMENTS
RED ROCKS EQUALIZATION BASIN IMPROVEMENTS

OFFICE

Title
WASTEWATER COLLECTION SYSTEM PLAN AND PROFILE
SOUTH SIDE ALIGNMENT

Permit-Seal

Project Number: 205305149
File Name: 05149-CS-202-RR_SAN_PLN_PROF-RECORD.dwg

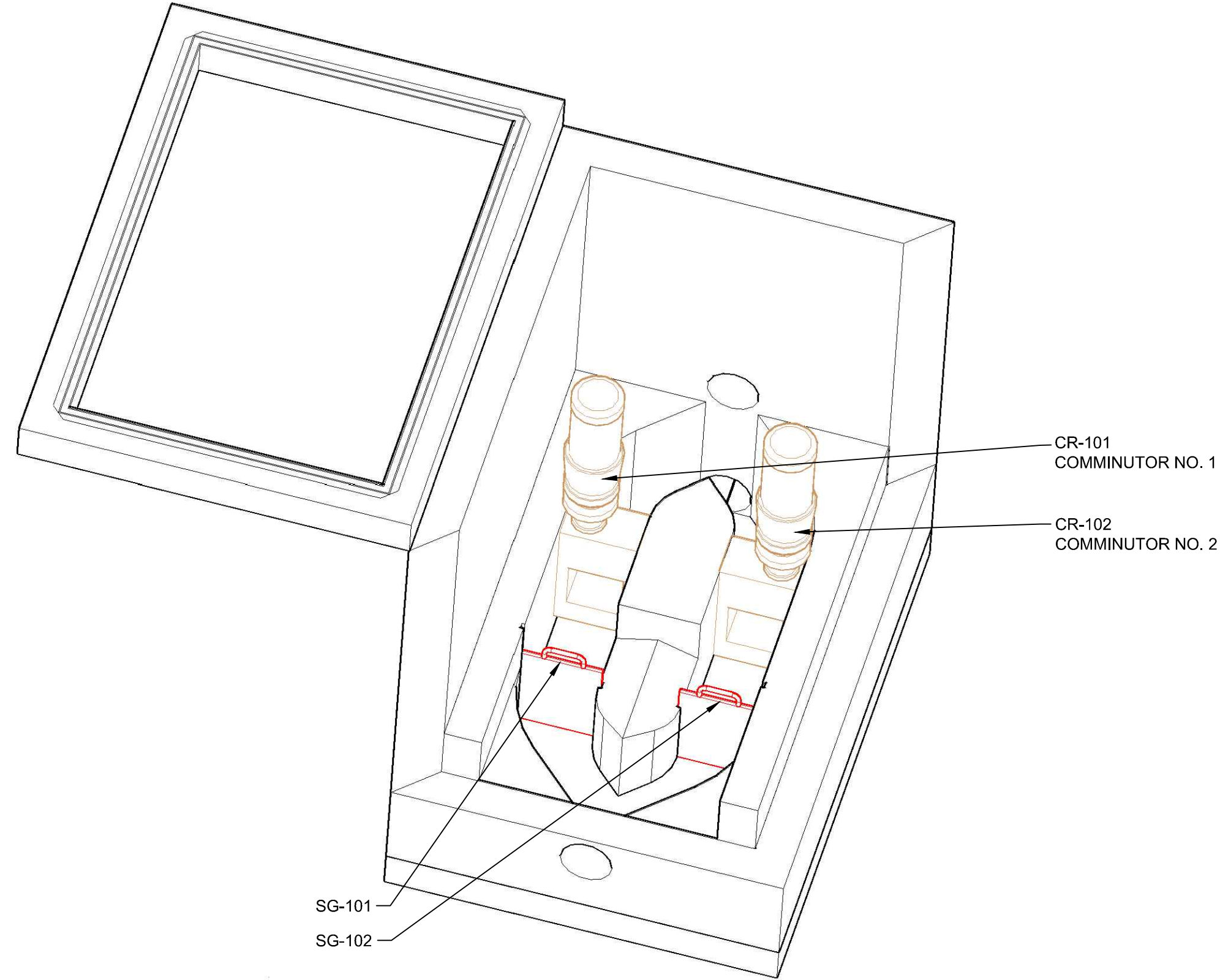
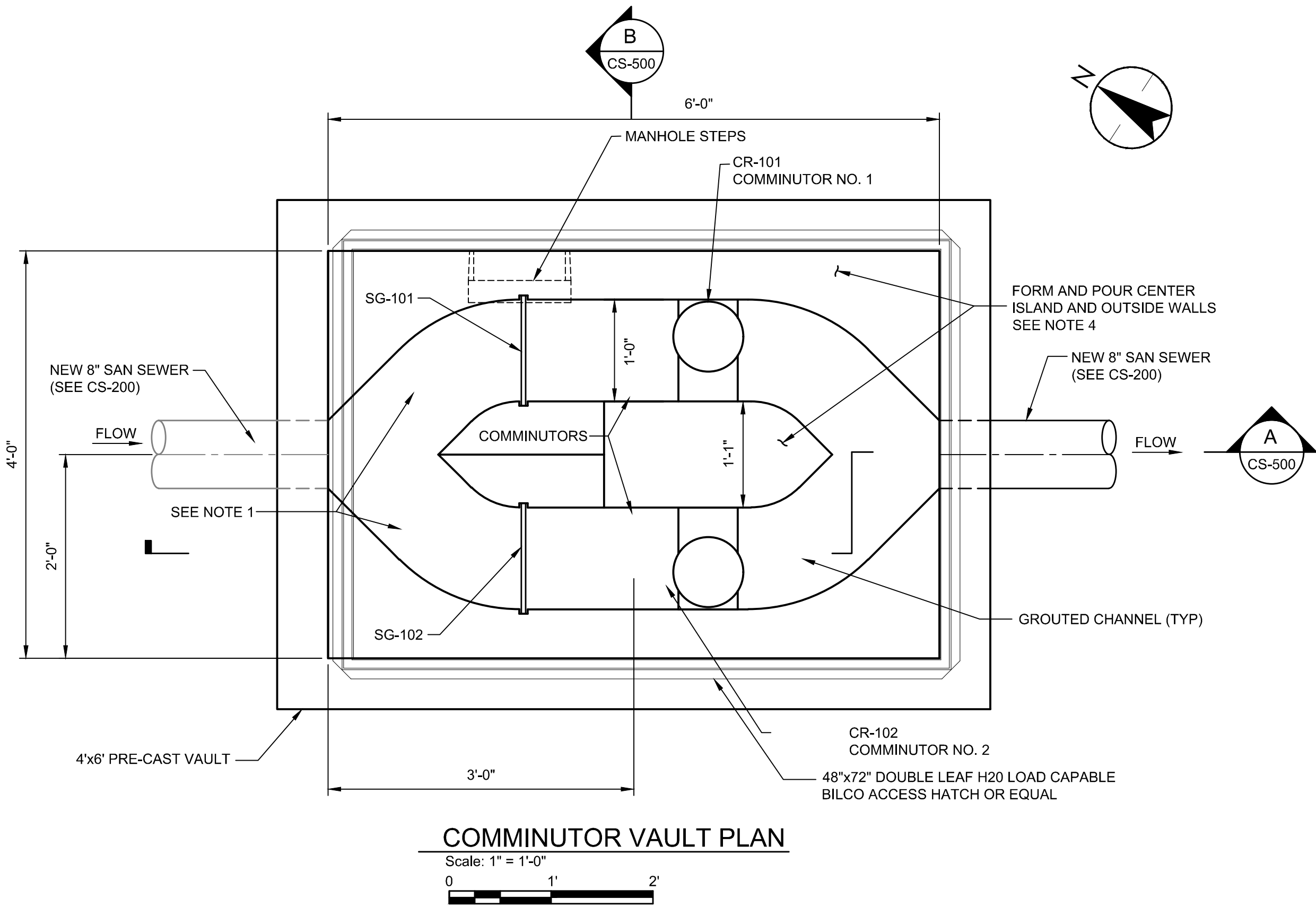
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Dwn.	Chkd.	Dsgn.	20.06.17

Drawing No. CS-202

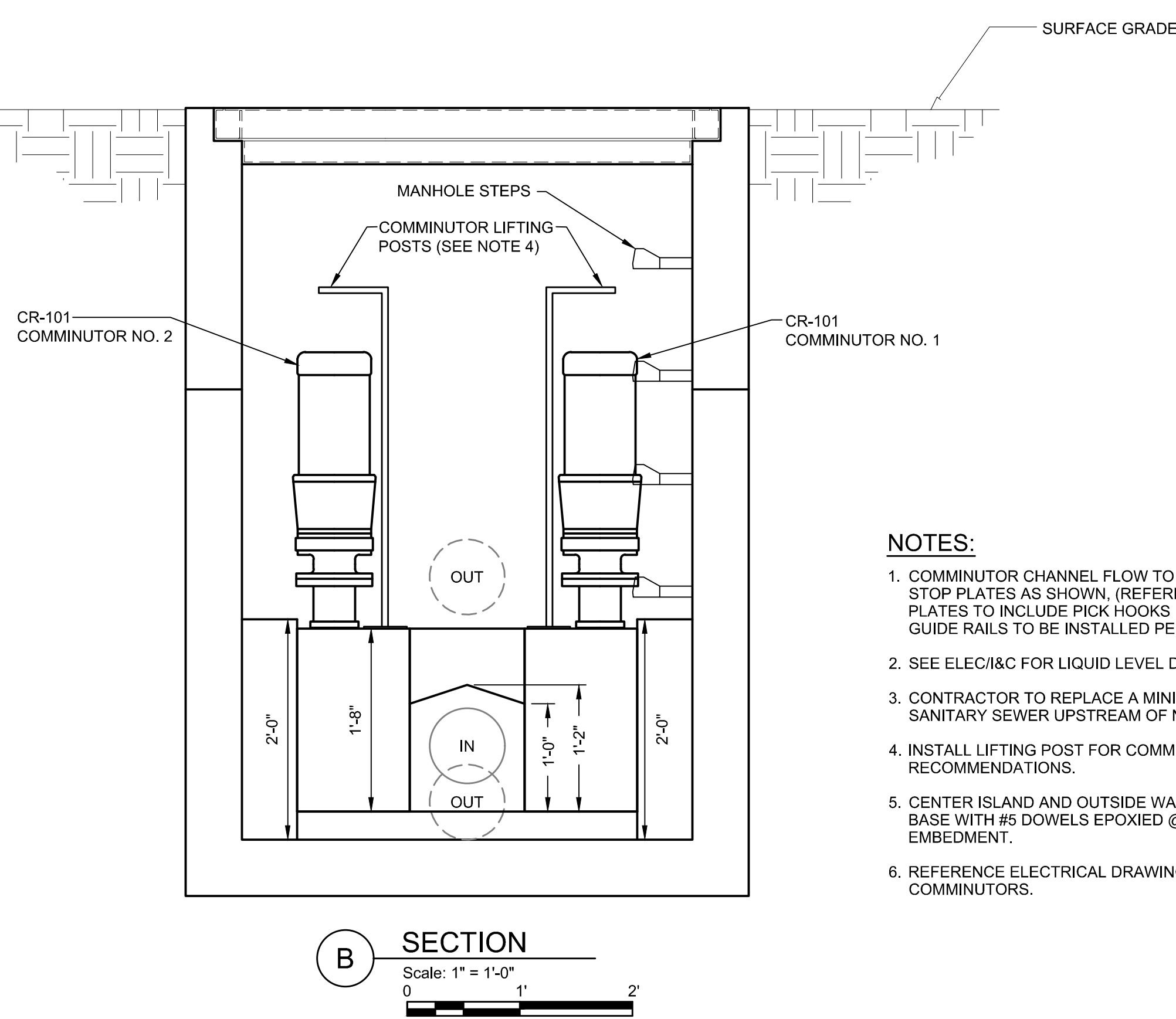
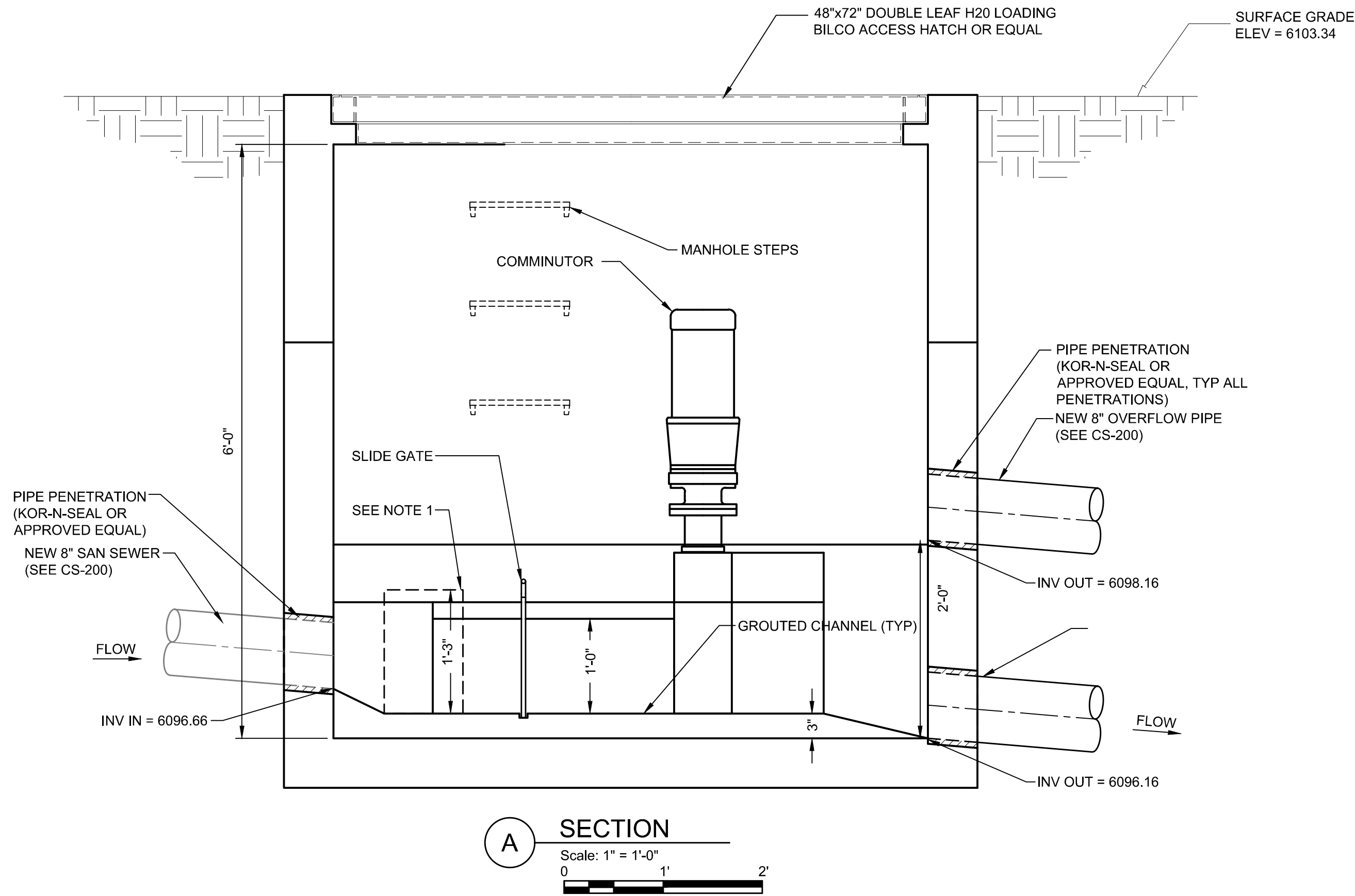
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2020/06/30 10:48 AM by: hcoover, jlu



ISOMETRIC VIEW



NOTES:

- COMMINUTOR CHANNEL FLOW TO BE CONTROLLED WITH 12" X 15" S.S. STOP PLATES AS SHOWN. (REFERENCE SPECIFICATIONS). STOP PLATES TO INCLUDE PICK HOOKS FOR REMOVAL. STOP PLATES AND GUIDE RAILS TO BE INSTALLED PER MFG'S. RECOMMENDATIONS.
- SEE ELEC/I&C FOR LIQUID LEVEL DETECTION SYSTEM IN CHANNELS.
- CONTRACTOR TO REPLACE A MINIMUM OF ONE STICK OF EXISTING 8" SANITARY SEWER UPSTREAM OF NEW VAULT (~10 LF)
- INSTALL LIFTING POST FOR COMMINUTORS PER MANUFACTURER RECOMMENDATIONS.
- CENTER ISLAND AND OUTSIDE WALL TO BE CONNECTED TO PRE-CAST BASE WITH #5 DOWELS EPOXIED @ 8" O.C. WITH 6" MINIMUM EMBEDMENT.
- REFERENCE ELECTRICAL DRAWINGS FOR POWER CONNECTIONS TO COMMINUTORS.

Revision	By	Appd.	Y/M/D
0	RECORD DRAWINGS	S.J.E.	2006.17

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Client/Project
TOWN OF MORRISON

Permit-Seal

WASTEWATER SYSTEM IMPROVEMENTS
RED ROCKS EQUALIZATION BASIN IMPROVEMENTS

OFFICE
Title
COMMINUTOR VAULT PLAN
SECTIONS AND ISOMETRIC

Project Number: 205305149

File Name: 05149-CS-500-RR_VAULT-RECORD.dwg

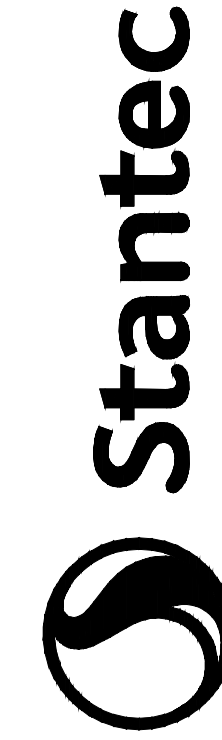
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Dwn.	Chkd.	Dsgn.	20.06.17

Drawing No. CS-500

Revision Sheet

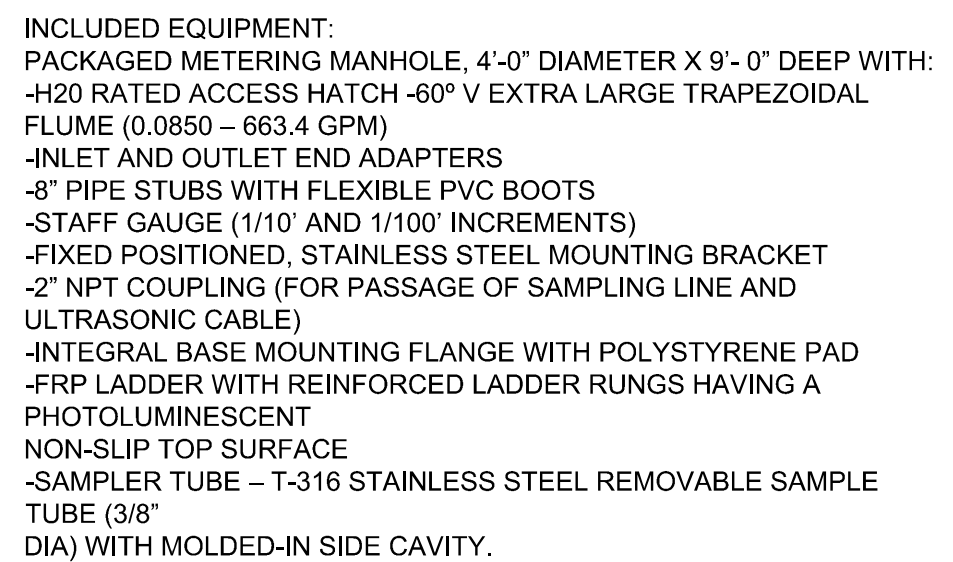
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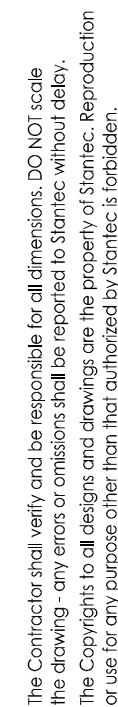
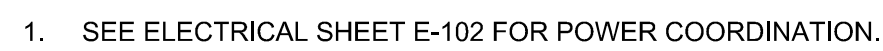
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1. REFRIGERATED SAMPLE STATION TO BE TELEDYNE ISCO MODEL 5800 OR APPROVED EQUAL.
2. ENCLOSURE TO BE TRACOM MODEL 200-095 ENCLOSURE OR EQUAL.

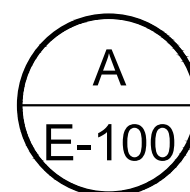
11 of 28



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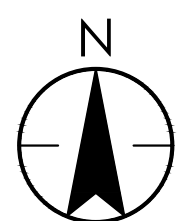
12 of 28



SCALE: 1" = 20'

RECORD DRAWINGS

DATE: 06-17-2020



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5105 DTC Parkway Suite 420 | Greenwood Village, Colorado 80111 | 720.481.3290
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OFFICE	Title	OVERALL ELECTRICAL SITE
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Permit-Seal

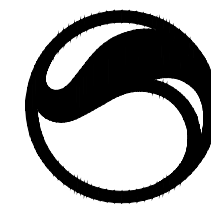
Project Number: 205305149

File Name

HS	AW	AW	
Dwn.	Chkd.	Dsgn.	20.06.17

Drawing No. E-100

Revision Sheet



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1. (E) AND/OR DASHED LINES INDICATE EXISTING EQUIPMENT, (R) AND/OR DASHED LINES INDICATE RELOCATED EQUIPMENT, (N) AND/OR SOLID LINES INDICATE NEW EQUIPMENT UNLESS NOTED OTHERWISE.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL 1-800-227-2600 FOR LOCATES PRIOR TO DIGGING. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL NON-UTILITY UNDERGROUND ITEMS.
3. THE MAXIMUM NUMBER OF CONDUIT BENDS SHALL NOT BE GREATER THAN 270 DEGREES BETWEEN PULLING STRUCTURES. THIS INCLUDES THE AGGREGATE OF ALL HORIZONTAL AND VERTICAL CHANGES.
4. ALL CONDUIT, INNERDUCT, PULLBOXES AND VAULTS SHALL BE LABELED PER THE SPECIFICATIONS.
5. EACH CONDUIT AND INNERDUCT SHALL BE PROVIDED WITH A 1250 LBS. PULL ROPE.
6. COORDINATE LOCATION OF BELOW-GRADE CONDUITS, DUCT BANKS, ETC. WITH CIVIL ENGINEER AND OTHER TRADES PRIOR TO ROUGH-IN.
7. ALL RECEPTABLES WITH WEATHER PROOF DESIGNATION SHALL BE PROVIDED WITH 'WHILE IN USE' COVERS.
8. PROVIDE #10 CU CONDUCTORS IN 3/4" CONDUIT MINIMUM, UNLESS NOTED OTHERWISE, FOR ALL SITE LIGHTING AND SITE RECEPTACLE CIRCUITS.
7. CONTRACTOR SHALL FIELD VERIFY EXISTING CIRCUITS FEEDING EXISTING EQUIPMENT PRIOR TO SITE DEMOLITION PHASE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CIRCUIT INTEGRITY FOR ALL EXISTING EQUIPMENT TO REMAIN.
8. REPAIR AND REPLACE ALL LANDSCAPING AND SITEWORK DISTURBED BY EXCAVATION INCLUDING BUT NOT LIMITED TO IRRIGATION LINES, LAWSNS, PLANTING, ETC.

- | | |
|---|--|
| ① | POWER TO NEW COMMUNOTOR VAULT SHALL BE FED FROM (E) ELECTRIC EQUIPMENT VAULT PANEL - LP-1. (A) |
| ② | NEW COMMUNOTOR EQUIPMENT ALARM PANELS SHALL BE LOCATED AT (E) LIGHT POLE. SEE CIVIL FOR FINAL LOCATION. |
| ③ | EXISTING FLOW METER UNIT/CABINET WITH PV/SOLAR PANEL TO REMAIN. |
| ④ | THE CONTRACTOR SHALL PROVIDE AND INSTALL A NEMA 3R, STEEL CABINET WITH HINGED FULL SIZE LOCKING DOORS TO HOUSE ALL EQUIPMENT SHOWN ON DETAIL C-102 COMMUNOTOR CONTROL PANEL CABINET. SHALL BE SUFFICIENTLY SIZED TO HOUSE; DISCONNECTS CR-101 AND CR-102, VCP-100, RTN-100 AND ASSOCIATED EQUIPMENT. EQUIPMENT CLEARANCE REQUIREMENTS SHALL BE MET WHEN CABINET DOORS ARE OPEN. PLEASE INCLUDE CUSTOM PAINT COLOR, COLOR TO BE SPECIFIED BY OWNER. |

RECORD DRAWINGS

DATE: 06-17-2020

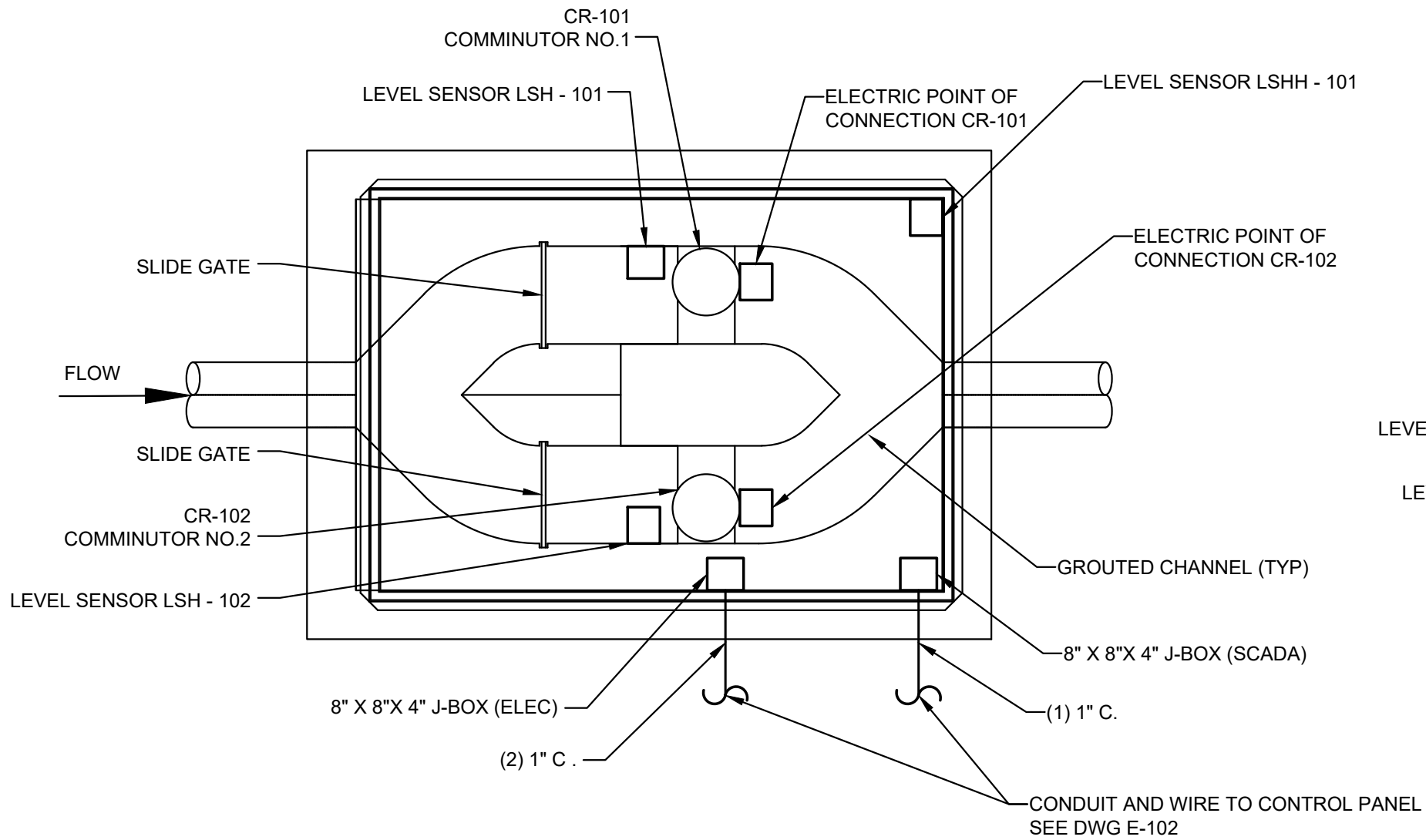


Client/Project	Title
TOWN OF MORRISON	SITE POWER AND CONTROL PLAN
WASTEWATER SYSTEM IMPROVEMENTS RED ROCKS EQUALIZATION BASIN IMPROVEMENTS	
OFFICE	

Revision Sheet

DETAIL NOTES:

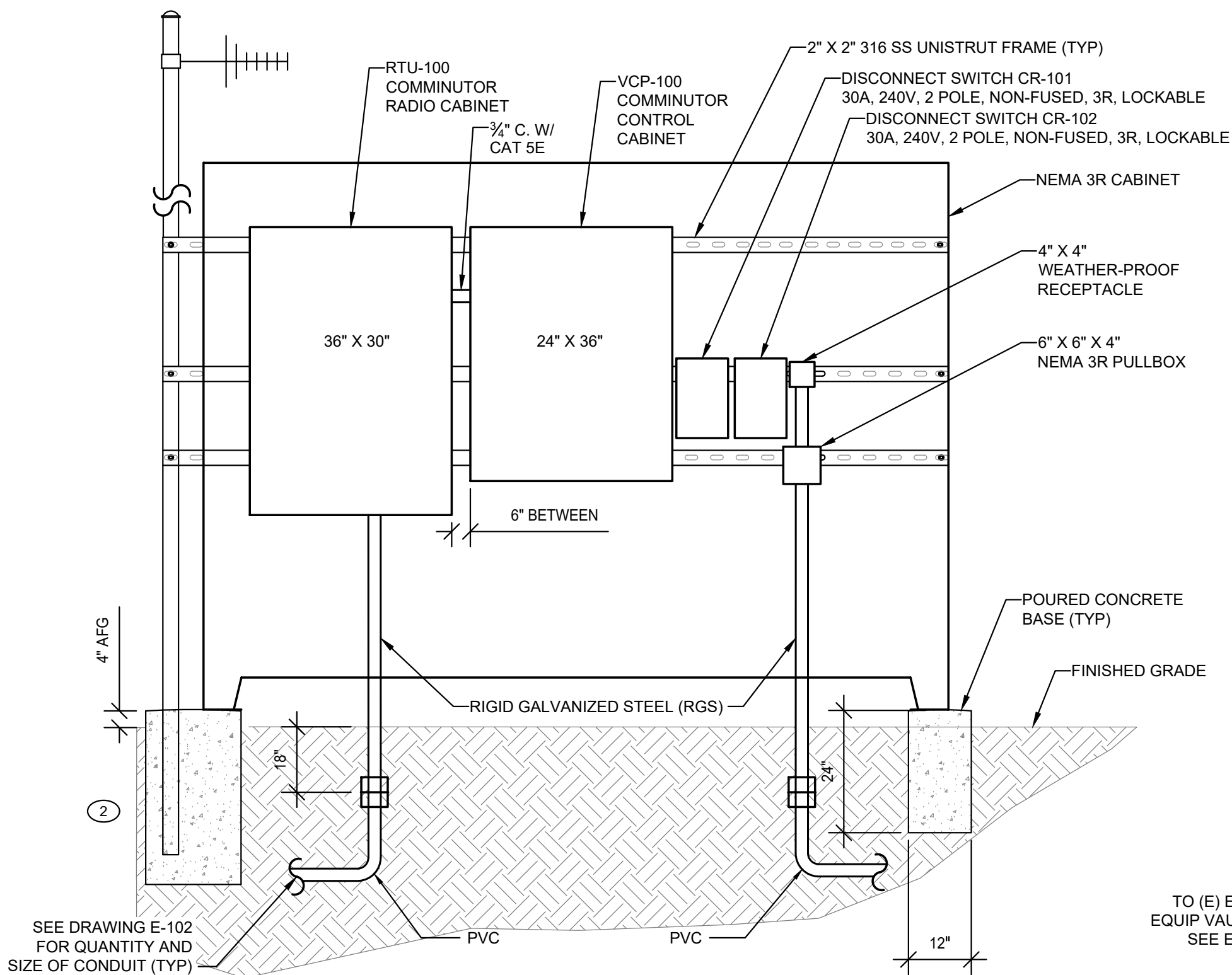
- ALL ELECTRICAL AND EQUIPMENT WITHIN VAULT MUST COMPLY WITH NEC ARTICLE 500.
- PROVIDE LIQUID-TIGHT FLEXIBLE METAL CONDUIT CONNECTION TO MOTORS AND SENSORS. PROVIDE SUFFICIENT SLACK TO ALLOW MOTOR TO BE REMOVED WHILE CONNECTED.



PLAN VIEW

A COMMUNOTOR VAULT
E-103 SCALE: NTS

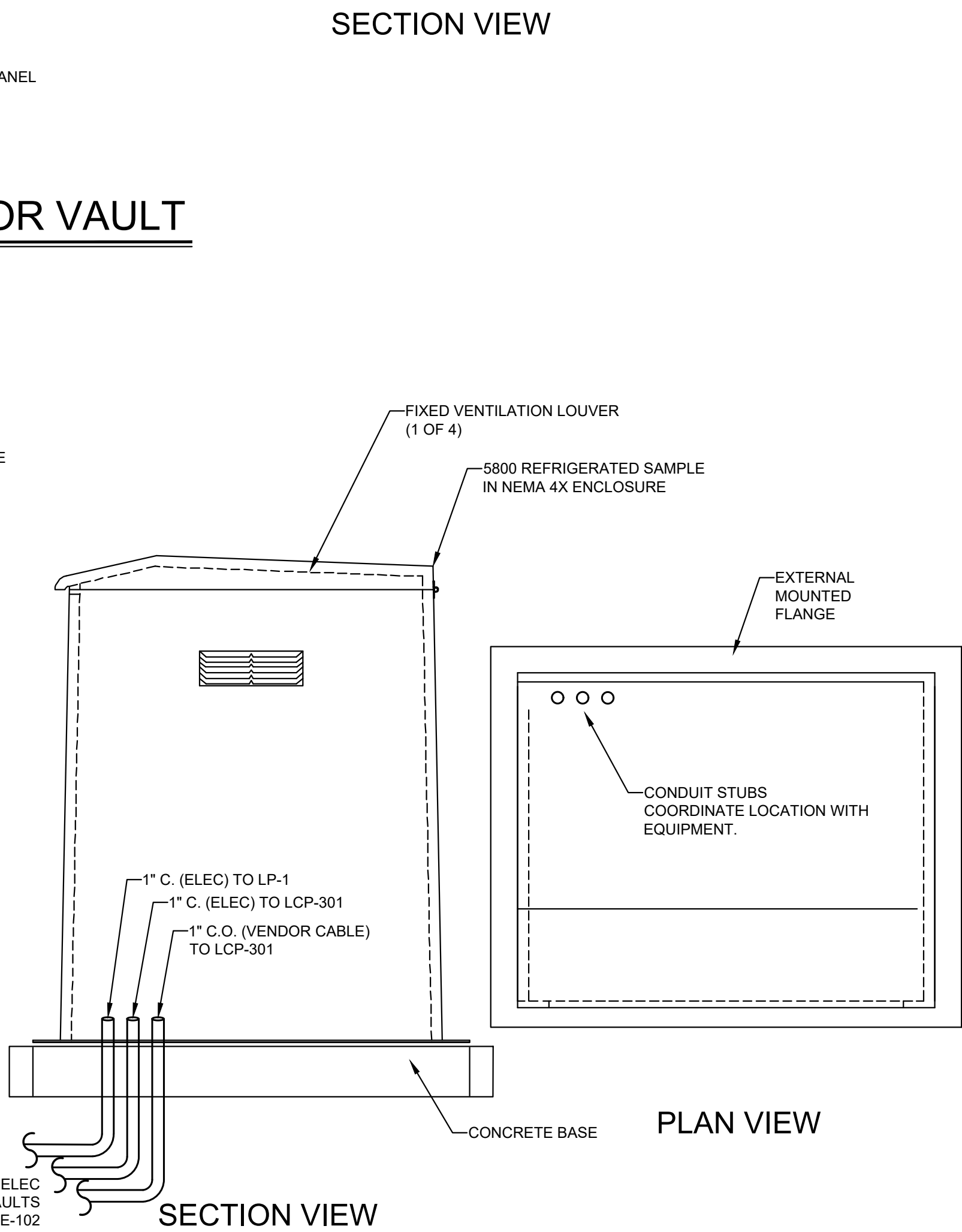
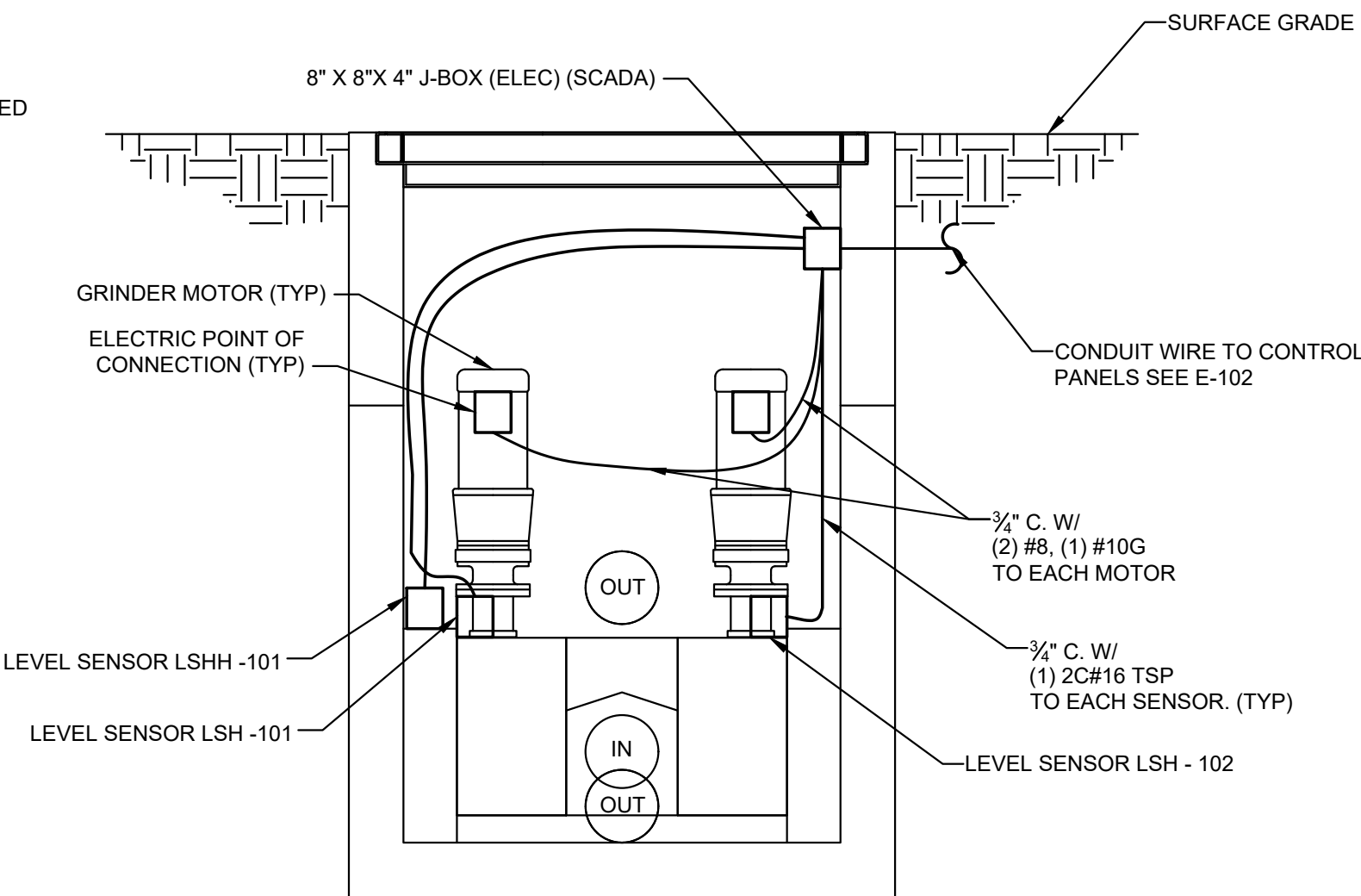
SECTION VIEW



B COMMUNOTOR CONTROL AND RADIO CABINET RACK
E-103 SCALE: AS SHOWN

DETAIL NOTES:

- SEE RTU ANTENNA WITH GROUNDING SYSTEM DETAIL ON DRAWING GI-8
- POURED CONCRETE ANCHOR BASE. DIAMETER AND DEPTH AS DETERMINED BY VENDOR TO MEET WORE & LOAD REQUIREMENTS.



C REFRIGERATED SAMPLER STATION
E-103 SCALE: NTS

30-Apr-19				PANEL: (E)LP-1 (A)				LOCATION: EQ BASIN - VAULT			
TYPEDESCRIPTION		LOAD	BKR	CIR	A	B	CIR	BKR	LOAD	DESCRIPTION	TYPE
M	EQ PUMP (5HP)	3220	100/2	1	5095		2	35/2	1875	LS1 POLE LIGHTS	L
M	X	3220	X	3		5095	4	X	1875	X	L
R	GFCI RECPT	360	20	5	407		6	20	47	EXHAUST FAN (1/20HP)	M
M	SUMP(3/4HP)	1587	20	7		1587	8	20		SPARE	
L	LS2 POLE LIGHTS	2500	40/2	9	2860		10	20	360	NORTH RECPTS	R
L	X	2500	X	11		2860	12	20	360	SOUTH RECPTS	R
R	TANK & RECPT/BU LIFT PUMP	180	20	13	780		14	20	600	PESTRIAN LIGHTS	L
	SPARE		50/2	15		0	16	20/2		SURGE PROTECT. DEVICE	M
	SPARE		X	17	0		18	X		X	M
L	LED POLE SOUTH	72	20	19		2572	20	35/2	2500	LS1 POLE LIGHTS	L
L	LIGHTING CONTROL	72	20	21	2572		22	X	2500	X	L
	SPARE		20	23		3220	24	20/2	3220	MUFFIN MONST COMP (5HP)	M
	SPARE		20	25	3220		26	X	3220	X	M
	SPARE		50/2	27		1200	28	20/2	1200	COMMUNOTOR CONTROL	M
	SPARE		X	29	1200		30	X	1200	X	M
M	MOTOR HEATER	500	20	31		1000	32	20	500	COMMUNOTOR CONTROL	M
L	LS2 POLE LIGHTS	2500	40/2	33	4375		34	40/2	1875	LS2 POLE LIGHTS	L
L	X	2500	X	35		4375	36	X	1875	X	L
M	SUPPLY FAN (2HP)	1380	15/2	37	3255		38	30/2	1875	LS1 POLE LIGHTS	L
M	X	1380	X	39		3255	40	X	1875	X	L
	SPACE			41	0		42			SPACE	

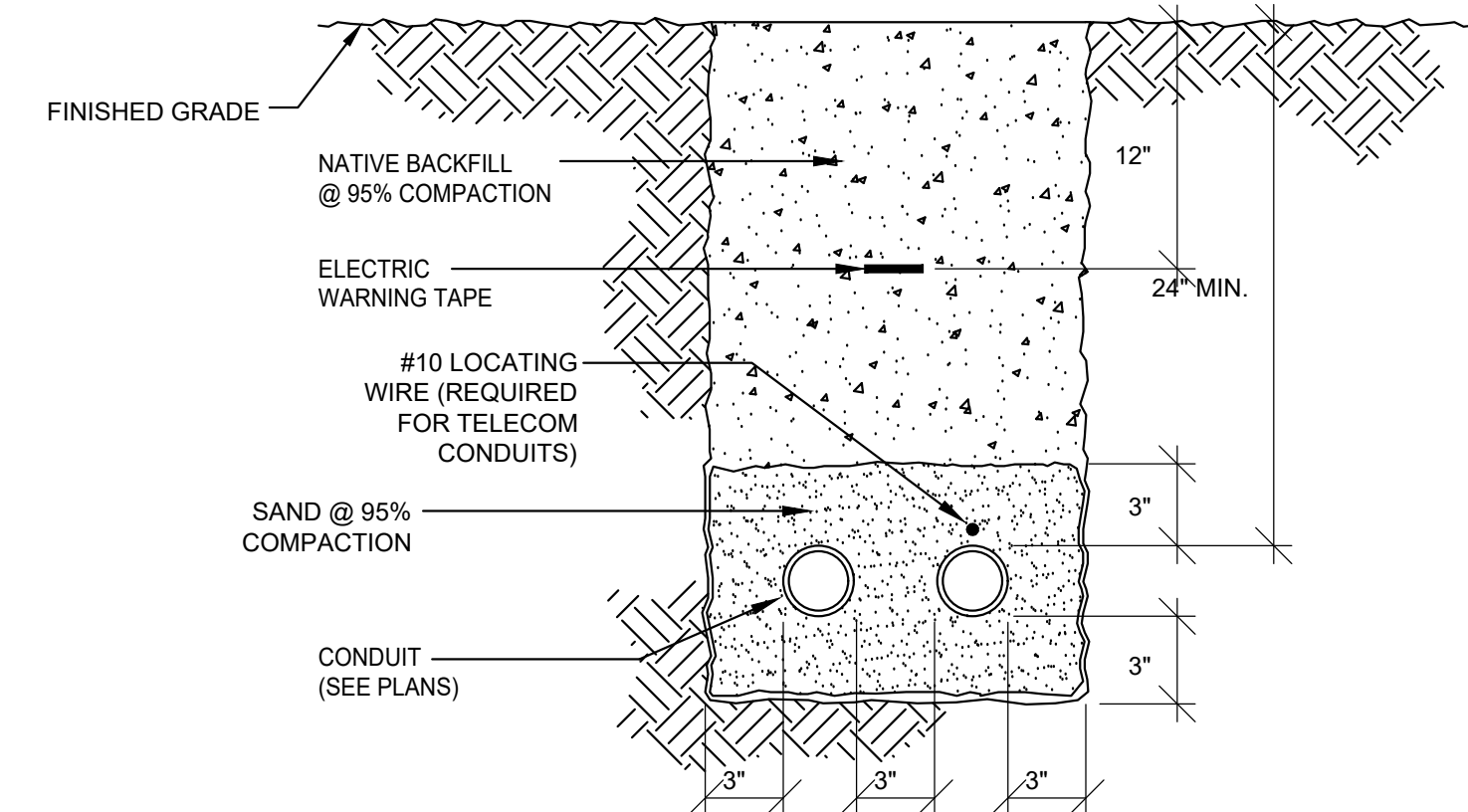
COPPER BUS SIZE:	400	GROUND:	23764	25164	STANDARD	NOTES:
VOLTAGE:	240	MOUNTING:			SURFACE	BOLD INDICATES EQUIPMENT TO BE REMOVED
PHASE:	1	ENCLOSURE:			NEMA 1	
WIRE:	3	# OF 1-POLE CIRCUITS	42			
LUGS:	MLO	CONNECTED KVA:		48.9		
BREAKER AIC RATING:	400	CONNECTED AMPS:		203.9		
NEUTRAL:	100%	NET KVA:		48.9		
FEEDER OCPD SIZE:	400	NET AMPS:		203.9		

- EXISTING EQUIPMENT CIRCUITS TO BE REMOVED AND CIRCUIT BREAKERS

30-Apr-19				PANEL: (N) LP-1 (A)				LOCATION: EQ BASIN - VAULT			
TYPE/DESCRIPTION		LOAD	BKR	CIR	A	B	CIR	BKR	LOAD	DESCRIPTION	TYPE
M1	EQ PUMP (5HP)	3220	100/2	1	5095		2	35/2	1875	LS1 POLE LIGHTS	L
M1	X	3220	X	3		5095		4	X	1875	X
R	GFCI RECPT	360	20	5	407		6	20	47	EXHAUST FAN (1/20HP)	M
M	SUMP(3/4HP)	1587	20	7		1587		8	20	SPARE	
L	LS2 POLE LIGHTS	2500	40/2	9	2860		10	20	360	NORTH RECPTS	R
L	X	2500	X	11		2860		12	20	360	SOUTH RECPTS
R	TANK & RECPT/BU LIFT PUMP	180	20	13	780		14	20	600	PEDESTRIAN LIGHTS	R
	SPARE		50/2	15		0		16	20/2	SURGE PROTECT. DEVICE	M
	SPARE		X	17	0			18	X	X	M
L	LED POLE SOUTH	72	20	19		2572		20	35/2	2500	LS1 POLE LIGHTS
L	LIGHTING CONTROL	72	20	21	2572		22	X	2500	X	L
E	RADIO CABINET RTU-100	500	20	23		500		24	20/2	SPARE	
	SPARE		20	25	0			26	X	X	
M	MUFFIN MONSTER(*1)	1955	60/2	27		1955		28		SPACE	
M	CONTROL PANEL	1955	X	29	3155		30	20	1200	SAMPLING STATION	E
M	MOTOR HEATER	500	20	31		680		32	20	180	REC COMMUNOTOR
L	LS2 POLE LIGHTS	2500	40/2	33	4375		34	40/2	1875	LS2 POLE LIGHTS	R
L	X	2500	X	35		4375		36	X	1875	X
M	SUPPLY FAN (2HP)	1380	15/2	37	3255		38	30/2	1875	LS1 POLE LIGHTS	L
M	X	1380	X	39		3255		40	X	1875	X
	SPACE			41	0		42			SPACE	

COPPER BUS SIZE:	400	GROUND:	22499	22879	STANDARD	NOTES:
VOLTAGE:	240	MOUNTING:			SURFACE	(*1) NON-COINCIDENTAL LOAD
PHASE:	1	ENCLOSURE:			NEMA 1	(2)3HP MUFFIN MONSTERS ONLY
WIRE:	3	# OF 1-POLE CIRCUITS	42			ONE TO OPERATE AT A TIME
LUGS:	MCB	CONNECTED KVA:		45.4		
BREAKER AIC RATING:	400	CONNECTED AMPS:		189.1		
NEUTRAL:	100%	NET KVA:		47.0		
FEEDER OCPD SIZE:	400	NET AMPS:		195.8		

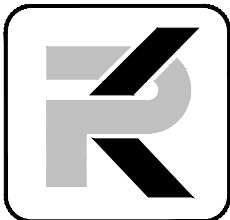
- INSTALL NEW CIRCUIT BREAKER. BREAKER SHALL MATCH PANEL MANUFACTURER AND AIC RATING.



D TYPICAL 2 CONDUIT TRENCH DETAIL
E-103 SCALE: AS SHOWN

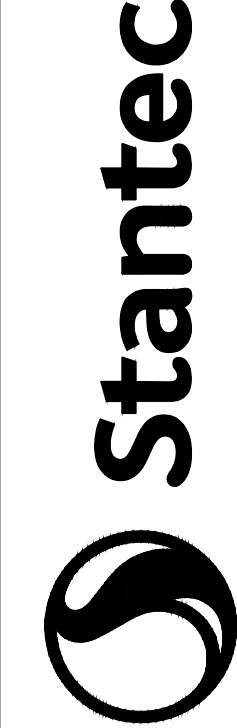
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RECORD DRAWINGS
DATE: 06-17-2020



PK Electrical, Inc.
Engineering · Design · Consulting

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5105 DTC Parkway Suite 420 | Greenwood Village, Colorado 80111 | 720.481.3290
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0	RECORD DRAWINGS	20.06.17	Y1AMMOD
0	Revision	S.J.E.	Appd
0	Revision	S.L.H.	By

Record Disclaimer
These drawings have been prepared based on information provided by Aslan Construction with a construction completion date of 06-2019. Stantec has not verified the accuracy of the information provided and shall not be responsible for any errors or omissions which may be incorporated herein as a result.

Client/Project
TOWN OF MORRISON
WASTEWATER SYSTEM IMPROVEMENTS
RED ROCKS EQUALIZATION BASIN IMPROVEMENTS
OFFICE
Title
GENERAL ELECTRICAL DETAILS & SCHEDULES

Permit-Seal

Project Number: 205305149
File Name:

HS	AW	AW
Dwn	Chkd	Dsgn

Drawing No. E-103

Revision Sheet

Morrison Wastewater Agreement – Exhibit B, Sample and Test Records

Red Rocks Composite
Sample 2021

	DATE	NH3	BOD	TSS	PHOS	O&G	Flow
JAN	1/12/2021	48.93	594	958	9.72	38	
	1/26/2021	25.7	680	412	5.95	10	meter out
		37.315	637	685	7.835	24	
FEB	2/8/2021	50.74	780	669	9.37	91	
	2/22/2021	54.28	208	541	4.26	12	meter out
	Average	52.51	494	605	6.815	51.5	
MAR	3/8/2021	57.83	633	1094	14.08	41	
	sampler out						80,937
	Average	57.83	633	1094	14.08	41	
APRIL	4/5/2021	59.31	166	203	6.33	15	
	4/19/2021	20.26	180	244	4.18	5	304,172
	Average	39.785	173	223.5	5.255	10	
MAY	5/25/2021	57.83	546	371	8.46	7	
	sampler out						618,225
	Average	57.83	546	371	8.46	7	
JUN	6/7/2021	22.08	714	297	3.18	14	
	6/21/2021	58.4	456	448	7.45	7	825,599
	Average	40.24	585	372.5	5.315	10.5	
JULY	7/5/2021	71.33	696	445	9.49	23	
	7/19/2021	83.2	621	978	12.8	7	1,074,575
	Average	77.265	658.5	711.5	11.145	15	
AUG	8/2/2021	60.63	765	606	11.19	115	
	8/17/2021	115.32	661	1782	14.59	9	1,079,349
	Average	87.975	713	1194	12.89	62	
SEP	9/6/2021	72.82	643	552	8.05	5	
	9/20/2021	69.52	507	588	9.23	16	1,108,391
	Average	71.17	575	570	8.64	10.5	
OCT	10/11/2021	46.29	843	426	14.3	16	
	10/26/2021	44.32	592	335	6.96	5	1,152,520
	Average	45.305	717.5	380.5	10.63	10.5	
NOV	11/9/2021	62.03	522	482	6	65	
							376,056 power lost
	11/23/2021	26.77	456	246	4.75	17	
	Average	44.4	489	364	5.375	41	
DEC	12/8/2021	31.47	439	274	5.87	5	
	12/21/2021	38.22	336	264	6.13	10	96,904
	Average	34.845	387.5	269	6	7.5	

Exhibit B - cont.

**Analytical Results****TASK NO: 220215091****Report To:** Fritz Fouts

Company: Town of Morrison
321 Hwy 8
Morrison CO 80465

Bill To: Accounts Payable

Company: Town of Morrison
321 Hwy 8
Morrison CO 80465

Task No.: 220215091
Client PO:
Client Project: Town of Morrison WWTP

Date Received: 2/15/22
Date Reported: 2/24/22
Matrix: Wastewater

Customer Sample ID Morrison WWTP Red Rocks Sampler**Sample Date/Time:** 2/15/22 7:15 AM**Lab Number:** 220215091-01

Test	Result	Method	RL	Date Analyzed	QC Batch ID	Analyzed By
Ammonia Nitrogen	34.84 mg/L	SM 4500-NH3-G	0.03 mg/L	2/18/22	QC55135	AKF
Biochemical Oxygen Demand	372 mg/L	SM 5210-B	2 mg/L	2/21/22	QC55063	ISG
Phosphorus - Total	7.60 mg/L	EPA 365.1	0.05 mg/L	2/22/22	QC55187	TAB
Total Suspended Solids	387 mg/L	SM 2540-D	5 mg/L	2/16/22	QC55068	ISG

Abbreviations/ References:

RL = Reporting Limit = Minimum Level

mg/L = Milligrams Per Liter or PPM

ug/L = Micrograms Per Liter or PPB

mpn/100 mls = Most Probable Number Index/ 100 mls

Date Analyzed = Date Test Completed

(d) RPD acceptable due to low duplicate and sample concentrations.

(s) Spike amount low relative to the sample amount.

ND = Not Detected at Reporting Limit.

10411 Heinz Way / Commerce City, CO 80640 / 303-659-2313**Mailing Address: P.O. Box 507 / Brighton, CO 80601-0507****Page 1 of 4**

220215091

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Exhibit B - cont.

**Analytical Results****TASK NO: 220215091****Report To:** Fritz Fouts**Company:** Town of Morrison

321 Hwy 8

Morrison CO 80465

Bill To: Accounts Payable**Company:** Town of Morrison

321 Hwy 8

Morrison CO 80465

Task No.: 220215091**Client PO:****Client Project:** Town of Morrison WWTP**Date Received:** 2/15/22**Date Reported:** 2/24/22**Matrix:** Wastewater**Customer Sample ID** Morrison WWTP Red Rocks Grinder Vault**Sample Date/Time:** 2/15/22 12:30 PM**Lab Number:** 220215091-02

Test	Result	Method	RL	Date Analyzed	QC Batch ID	Analyzed By
Oil & Grease	7 mg/L	EPA 1664 (A)	5 mg/L	2/18/22	QC55072	AKF

Abbreviations/ References:

RL = Reporting Limit = Minimum Level

mg/L = Milligrams Per Liter or PPM

ug/L = Micrograms Per Liter or PPB

mpn/100 mls = Most Probable Number Index/ 100 mls

Date Analyzed = Date Test Completed

(d) RPD acceptable due to low duplicate and sample concentrations.

(s) Spike amount low relative to the sample amount.

ND = Not Detected at Reporting Limit.

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220215091

2 / 3

Exhibit B - cont.



Analytical QC Summary

TASK NO: 220215091

Report To: Fritz Fouts
Company: Town of Morrison

Receive Date: 2/15/22
Project Name: Town of Morrison WWTP

Test	QC Batch ID	QC Type	Result	Method
Ammonia Nitrogen	QC55135	Method Blank	ND	SM 4500-NH3-G
Biochemical Oxygen Demand	QC55063	Blank	ND	SM 5210-B
Oil & Grease	QC55072	Blank	ND	EPA 1664 (A)
Phosphorus - Total	QC55187	Blank	ND	EPA 365.1
Total Suspended Solids	QC55068	Blank	ND	SM 2540-D

Test	QC Batch ID	QC Type	Limits	% Rec	RPD	Method
Ammonia Nitrogen	QC55135	Duplicate	0 - 20	-	1.4	SM 4500-NH3-G
		LCS	90 - 110	107.8	-	
		MS	75 - 125	98.4	-	
Biochemical Oxygen Demand	QC55063	Duplicate	0 - 20	-	3.2	SM 5210-B
		LCS	83 - 119	88.5	-	
Oil & Grease	QC55072	LCS	78 - 114	82.8	-	EPA 1664 (A)
		MS	75 - 125	86.4	-	
Phosphorus - Total	QC55187	Duplicate	0 - 20	-	6.0	EPA 365.1
		LCS	90 - 110	90.3	-	
		MS	75 - 125	92.8	-	
Total Suspended Solids	QC55068	Duplicate	0 - 20	-	8.1	SM 2540-D
		LCS	90 - 110	100.5	-	

All analyses were performed in accordance with approved methods under the latest revision to 40 CFR Part 136 unless otherwise identified. Based on my inquiry of the person or persons directly responsible for analyzing the wastewater samples and generating the report (s), the analyses, report, and information submitted are, to the best of my knowledge and belief, true, accurate, and complete.

DATA APPROVED FOR RELEASE BY

Abbreviations/ References:

RL = Reporting Limit = Minimum Level
mg/L = Milligrams Per Liter or PPM
ug/L = Micrograms Per Liter or PPB
mpn/100 mls = Most Probable Number Index/ 100 mls
Date Analyzed = Date Test Completed

(d) RPD acceptable due to low duplicate and sample concentrations.
(s) Spike amount low relative to the sample amount.
ND = Not Detected at Reporting Limit.

10411 Heinz Way / Commerce City, CO 80640 / 303-659-2313
Mailing Address: P.O. Box 507 / Brighton, CO 80601-0507

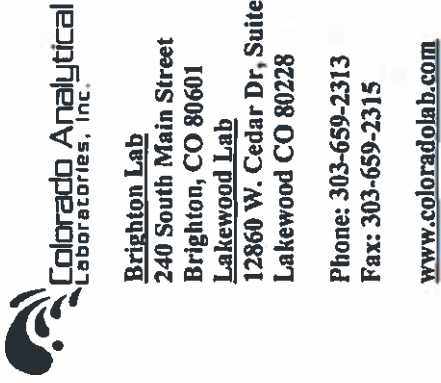
Page 3 of 4

220215091
3/3

Exhibit B - cont.

Chain of Custody Form

Report To Information		Bill To Information (If different from report to)		Project Name
Company Name: <u>Town Of Morrison</u>		Company Name: _____		<u>Town Of Morrison</u>
Contact Name: <u>Fritz Fouts</u>		Contact Name: _____		
Address: <u>321 Hwy 8</u>		Address: _____		Task Number (Lab Use Only)
City <u>Morrison</u> State <u>CO</u> Zip <u>80465</u>		City _____ State _____ Zip _____		CAL Task 220215091
Phone: <u>720-587-5801</u> Fax: _____		Phone: _____ Fax: _____		NAB
Email: <u>ffouts@town.morrison.co.us</u>		Email: _____		Disposal Date (Lab Use Only)
Sample Collector: <u>Gk</u>		PO No.: _____		



Sample Matrix (Select One Only)		No. of Containers	Grab or (Check One Only) Composite	BOD/TSS	AMMONIA	PHOSPHORUS	Oil/Grease	Seals Present Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Waste Water <input checked="" type="checkbox"/>	Soil <input type="checkbox"/>							Plant Tissue <input type="checkbox"/>	Temp. °C/Fee
Date	Time	Sample ID							
2/15/22	0715	Red Rocks Sampler	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2/15/22	1230	Red Rocks Grinder Vault	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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EXHIBIT C
PREVAILING WAGE SCHEDULE



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 3
Publication Date: 02/25/2022
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 8 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20220002 02/25/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld 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>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$15.00 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 2022.</p>
<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>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$11.25 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 2022.</p>

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

ASBE0028-001 07/01/2019

Rates	Fringes
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Asbestos Workers/Insulator
(Includes application of
all insulating materials,
protective coverings,
coatings and finishings to
all types of mechanical

systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON AND WELD COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 31.43 9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 25.88 10.34

ELEC0012-004 09/01/2021

PUEBLO COUNTY

Rates	Fringes
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ELECTRICIAN

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

ELEC0068-001 06/01/2021ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.75	17.27

ELEC0111-001 09/01/2021

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.14	24.25%+\$7.05
Line Equipment Operator.....	\$ 37.39	24.25%+\$7.05
Lineman and Welder.....	\$ 51.92	24.25%+\$7.05

ELEC0113-002 06/01/2021

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.15	16.87

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35

Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

IRON0024-003 12/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	24.59
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 06/01/2020

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 43.63	16.67

PLUM0058-002 07/01/2021

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0058-008 07/01/2021

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

 PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

PLUM0208-004 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 39.10	13.77

SHEE0009-002 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 36.45	20.15

TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21

Painters:

Brush, Roller & Spray.....\$ 15.81	3.26
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Power equipment operators:

Backhoe.....\$ 16.36	2.48
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Front End Loader.....\$ 17.24	3.23
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Skid Loader.....\$ 15.37	4.41
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.87	\$2.92
Laborer (Flagger)		\$15.87	\$3.80
Laborer (Landscape)		\$15.87	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.