



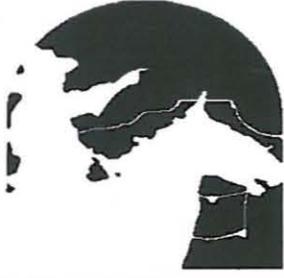
**CITY OF TRINIDAD
TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, August 12, 2014 at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

AGENDA

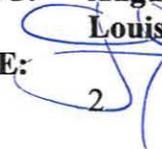
1. Petitions and Communications, Oral or Written
2. Discussion regarding training potentials for City boards, committees and commissions
3. Three-Mile Area Plan update
4. Discussion regarding non-profit funding for the 2015 fiscal year
5. Amendment to contract – Construction Documents of Hughes Lumber Company
6. Discussion regarding Notice of Probable Violation, Proposed Civil Penalty and Proposed Compliance Directive issued by the Public Utilities Commission
7. Addendum No. 2 to Black & Veatch Contract for the Engineering Design of the Water Treatment Plant Improvements
8. Discussion of other agenda items

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 12th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 2

3

SUBJECT: Three Mile Plan Update

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: No action required.

SUMMARY STATEMENT:

This is the annual update of the Three Mile Plan. Since there have been no annexations in the past year, the Three Mile Plan does not need to be updated.

EXPENDITURE REQUIRED: NA.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City of Trinidad approve the Three Mile Plan?

ALTERNATIVE: The City of Trinidad could decide to not approve the plan.

3



RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, UPDATING THE
CITY OF TRINIDAD THREE-MILE AREA PLAN

WHEREAS, in June, 2008, the Trinidad City Council adopted the City of Trinidad Three-Mile Area Plan, pursuant to C.R.S. 31-12-105(e) and Resolution No. 1332; and

WHEREAS, a review of the Three-Mile Area Plan is required to be conducted annually and updates made accordingly; and

WHEREAS, the City has updated its Three-Miles Area Plan annually as required; and

WHEREAS, Resolution No. 1417, adopted August 6, 2013, most recently updated the Three-Mile Area Plan as revised in 2012; and

WHEREAS, the 2014 annual review of the Three-Mile Area Plan concludes that no updates are required to the plan as revised in 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO:

1. The City of Trinidad hereby designates the City of Trinidad Three-Mile Area Plan, dated June, 2008, and all subsequent revisions to said plan, as the Major Street Plan for the City of Trinidad, in conformance with the provisions of Section 31-23-212 of the Colorado Revised Statutes.
2. The City Clerk is directed to file a certified copy of the Updated Three-Mile Area Plan as the City's Major Street Plan, with the Las Animas County Clerk & Recorder.

INTRODUCED, READ, AND ADOPTED THIS _____ DAY OF August, 2014.

JOSEPH A. REORDA, Mayor

ATTEST:

DONA VALENCICH, Acting City Clerk

RESOLUTION NO. 1332

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, ADOPTING THE
CITY OF TRINIDAD THREE-MILE AREA PLAN

WHEREAS, in 1987, the Colorado legislature made substantial changes to the state's annexation law. One of the more significant changes limited municipal annexations to no more than three miles beyond a current boundary line in any given year, except under special circumstances; and

WHEREAS, pursuant to C.R.S. 31-12-105(e), a requirement was placed on municipalities to adopt an annexation master plan for the three-mile area; and

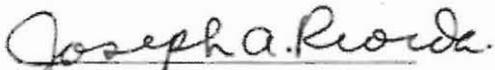
WHEREAS, City Council recognizes that failing to plan specifically for the physical growth of Trinidad can result in haphazard annexations that prove to be expensive to the City, Las Animas County, neighboring communities, and ultimately tax-payers; and

WHEREAS, the City of Trinidad, Colorado, further recognizes the need for a comprehensive three-mile plan to address long-range planning of potential areas subject to future annexation to adequately prepare for impacts associated with said annexation.

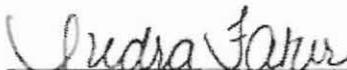
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO:

The City of Trinidad hereby adopts the City of Trinidad Three-Mile Area Plan, dated June, 2008. A review of the Three-Mile Area Plan will be conducted annually and updates will be made accordingly.

INTRODUCED, READ, AND ADOPTED this 17th day of June, 2008.


JOSEPH A. REORDA, Mayor

ATTEST:


AUDRA FATUR, City Clerk

City of Trinidad Three-Mile Area Plan

INTRODUCTION

The City of Trinidad Three-Mile Area Plan is prepared to comply with Section 3 1-12-105 (e) of the Colorado Revised Statutes, as follows:

“ .no annexation may take place which would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. Within said three mile area, the contiguity required. .may be achieved by annexing a platted street or alley, a public or private right-of way, a public or private transportation right-of-way or area, or a lake, reservoir, stream, or other natural or artificial waterway. Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually. Such three-mile limit may be exceeded if such limit would have the effect of dividing a parcel of property held in identical ownership if at least fifty percent of the property is within the three-mile limit. In such event, the entire property held in identical ownership may be annexed in any one year without regard to such mileage limitation. Such three-mile limit may also be exceeded for the annexation of an enterprise zone.

GENERAL DESCRIPTION

The location and extent of physical features, such as streams (waterways), lakes (waterfronts), open spaces (forested and agricultural), public ways (streets, bridges, aviation fields, etc.) within the Three-Mile Area are described on the above map. In addition, the character of these and other Three-Mile Area components (parks, playgrounds, squares, grounds, public utilities, terminals, etc.) are described and classified into the following three categories:

Transportation

Within the 3 mile area of Trinidad, streets are delineated as interstate highway, U.S. or State highway, and County road. Streets within the City of Trinidad are functionally classified as principal arterial, minor arterial, major collector, and local roads.

In general, CDOT is responsible for the maintenance and improvement of regional arterial roads and bridges, inclusive of interstate highways (I-25), U.S. highways (US 160, US 350), and State highways (SH 12, SH 239). Las Animas County is responsible for the maintenance and improvement of County roads and bridges. The City of Trinidad is responsible for the maintenance and improvement of approximately 78.3 miles of arterial, collector and local roads and bridges within its boundaries that are not otherwise maintained by either CDOT or Las Animas County.

One aviation field serves the region, yet is located outside the Three-Mile Plan Area. The Perry Stokes Airport, located 10 miles northeast of Trinidad off US 350, provides general aviation services, including hanger rental, tie downs, and fueling.

City of Trinidad Three-Mile Area Plan

The Burlington Northern Santa Fe (BNSF) railroad runs through the Three Mile Area, Burlington Northern Santa Fe provides freight rail service the region, and shares track rights with the Union Pacific Railroad. Passenger rail service is provided by Amtrak's Southwest Chief route.

Bus service is operated by the Texas, New Mexico, and Oklahoma transit service (TNM&O). TNM&O is a subsidiary of Greyhound Lines that primarily operates on the I25 corridor.

There are no existing or proposed subways in the Three-Mile Plan Area.

Utilities

The City of Trinidad provides treated water within its service areas, which includes approximately 550 customers outside the City limits and within the Three-Mile Plan Area. Although the City's water sources (North Lake and Monument Lake) and treatment facility are located outside of the Three-Mile Plan Area, a 5.0 million gallon water tank and the majority of the water distribution system are located within the incorporated limits of Trinidad.

The City of Trinidad also provides wastewater collection service within its service areas. The City of Trinidad Wastewater Treatment Plant is located on a 2.2 acre parcel north of the US 160 bypass and east of Interstate Highway 25.

The City of Trinidad owns and maintains approximately 70 miles of an electric distribution system, serving 5100 customer accounts within the Three-Mile Plan Area. Although it formerly generated its own power and still owns a power plant, the City purchases its power from the Arkansas River Power Authority. The City power plant is now used for emergency generation.

The City of Trinidad also owns and maintains a natural gas distribution system within the Three-Mile Plan Area. Natural gas is currently supplied by National Public Gas Company through a master meter located just east of the City limits.

Refuse service is provided by private contractors within the Three Mile Area and the landfill located on State Street. The landfill has an estimated life of 25 years. Recycling is available at Las Animas County Rehabilitation Center on Congress Drive and through a drop-off program offered by US Disposal.

Recreation

Trinidad State Recreation Area, the Las Animas County Fairgrounds, and the 300 acre Fishers Peak open space are located within the Three-Mile Plan Area. In addition, there are nine developed public parks (several with playgrounds) and two golf courses within the Trinidad city limits. The Trinidad Riverwalk provides a recreational trail within the Three Mile Area, with future expansion planned.

City of Trinidad Three-Mile Area Plan

PROPOSED LAND USE

The proposed land use for the Three-Mile Plan Area is classified into the following five categories:

Agricultural

The Agricultural land use category is intended to be consistent with the objectives of the Las Animas County Agriculture (A) zoning district. The Agricultural category is for the purpose of protecting productive agricultural lands and preserving the visual and cultural values associated with agricultural lifestyles within the Three-Mile Plan Area.

Ranchette

The Ranchette land use category is intended to be consistent with the objectives of the Las Animas County Ranchette (R) zoning districts. The Ranchette category is for the purpose of allowing rural residential development compatible with agricultural uses.

Rural Residential

The Rural Residential land use category is intended to be consistent with the objectives of the Las Animas County Rural Residential (RR) zoning district. The Rural Residential category is for the purpose of allowing low density residential development generally in those areas on the fringes of Trinidad which are more conducive to development because of the general availability of public services and facilities.

Urban Residential

The Urban Residential land use category is intended to be consistent with the objectives of the Las Animas County Urban Residential (U-R) zoning district. The Urban Residential category is for the purpose of allowing development in those areas immediately adjacent to Trinidad which are conducive to intense development because of the availability of utility systems.

Planned Unit Development

The Planned Unit Development land use category intended to be consistent with the objectives of the Las Animas County Planned Unit Development (PUD) zoning district. The Planned Unit Development land use category is for the purpose of encouraging creative planning. The overall density of a PUD may exceed the density specified in the zoning districts in which it is located, with variances from the normal zoning and subdivision requirements, such as those governing setbacks.

Upon annexation, the City of Trinidad reserves the municipal authority to zone land consistent with the City of Trinidad Comprehensive Plan, and the objectives of the Trinidad City Council and the annexing land owner/developer.

City of Trinidad Three-Mile Area Plan

POLICIES

TMAP-1

All annexations shall be in conformance with the provisions of Section 31-12 of the Colorado Revised Statutes. In particular, a community of interest shall exist between the City of Trinidad and any area proposed for annexation, with clear support by existing and/or potential City residents. The Three-Mile Area Plan shall be reviewed and updated annually, incorporating any municipal boundary adjustments and related three-mile area boundary adjustments as necessary.

TMAP-2

As required, a fiscal impact report shall be completed and submitted concurrent with a petition for annexation. Fiscal impacts associated with an annexation shall be adequately offset by a) increased tax base within the annexation area, b) increased tax base elsewhere within the City of Trinidad, and/or c) the overall economic benefit to the City of Trinidad.

TMAP-3

The Three-Mile Area Plan shall be filed with the Las Animas County Clerk as the Major Street Plan for the City of Trinidad, in conformance with the provisions of Section 31-23-212 of the Colorado Revised Statutes. All right-of-way for arterial, collector and local streets shall be dedicated in accordance with City of Trinidad subdivision regulations.

TMAP-4

The City of Trinidad shall maintain its capability to provide adequate levels of service. Annexation shall be required as a condition of connecting to the City of Trinidad water and/or sanitary sewer system. Lands needed for public purposes (parks, trails, fire stations, etc.) shall be dedicated to the City of Trinidad or other appropriate public entity. Direct costs of services and infrastructure associated with an annexation shall be borne by the petitioner. All improvements shall be constructed in accordance with City of Trinidad or other appropriate public entity design standards, with performance surety in place.

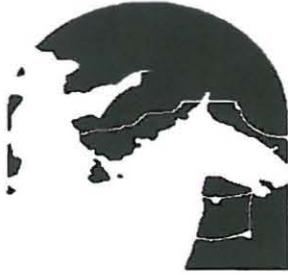
TMAP-5

All annexation shall be consistent with sound land use planning principles, furthering the purposes of managing growth, ensuring compatibility between urban and rural development patterns, containing urban form, and protecting environmental resources. The existing and/or proposed land use associated with annexation shall be in conformance with the City of Trinidad Comprehensive Plan. All development associated with annexation shall be in compliance with the City of Trinidad Municipal Code.

TMAP-6

Corridor Planning Areas (CPA's) shall be established for major entry corridors into Trinidad. CPA's shall correspond to the major gateways of Trinidad, including I-25, US Highway 160, and State Highway 12, where urban services are available or may become available. The City of Trinidad shall coordinate land use planning activities with Las Animas County in CPA's.

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CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 12, 2014
PREPARED BY: Audra Garrett, Acting City Manager
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Discussion regarding non-profit funding for the 2015 fiscal year

PRESENTER: Audra Garrett, Acting City Manager

RECOMMENDED CITY COUNCIL ACTION: No action required at this time, however staff would appreciate concurrence with the proposed approach or suggested alternatives.

SUMMARY STATEMENT: The City has funded non-profit entities for a number of years. Included in the 2014 budget was funding for specific entities who if not funded would have resulted in the City's need to provide the service itself or incur increased costs or both.

EXPENDITURE REQUIRED: This item is for discussion.

SOURCE OF FUNDS: N/A

POLICY ISSUE: Funding assistance for non-profits.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- For the 2014 budget year specific entities were funded as line items.
- The City issued payment to all of the line-itemed entities in the first quarter of the year.
- There was a line item, #9013, entitled Miscellaneous Donations, with \$6,850 budgeted.

Staff recommends:

- 1) Identify the same level of funding to each of the same entities in the 2015 draft budget as was done for the 2014 budget;
- 2) Do not solicit non-profit funding requests for the 2015 budget year at this time;
- 3) In the 2015 draft budget continue funding a Miscellaneous Donations line item for discretionary use as the need arises. For instance, the City had a request for \$2,000 from the Trinidad Community Foundation for the upcoming Rural Philanthropy Days. Funding to assist in the successful planning of that event was available for use.

4

MISCELLANEOUS
Budget Detail

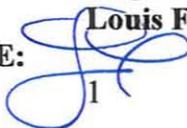
<u>4195</u>	<u>DESCRIPTION</u>	<u>2012</u> <u>ACTUAL</u>	<u>2013</u> <u>BUDGET</u>	<u>2013</u> <u>PROJECTED</u>	<u>2014</u> <u>BUDGET</u>
SHARED OPERATING EXPENSE					
3102	Health Ins Fees	\$ 6,584	\$ 3,000	\$ 6,900	\$ 7,000
3103	Recording Fees	3,253	3,000	3,600	4,000
3105	Treasurer's Fees	35,249	41,000	44,200	44,000
3301	Audit	9,781	10,000	10,200	10,200
3303	Payroll Services	20,825	20,000	20,000	20,000
3402	Outside Contract Services	26,042	22,500	25,000	15,000
4302	Building Maintenance	9,463	10,000	16,200	10,000
4331	Industrial Pk-St Lights	2,663	3,000	2,500	2,500
4401	Parking Lot Rental	951	1,500	1,700	1,700
5001	Advertising & Publications	10,651	10,000	4,000	4,000
5021	Postage	10,596	11,000	6,500	9,000
5025	Insurance - Prop & Liab	153,638	160,000	160,000	192,000
5029	Telephone	9,878	9,500	10,000	10,000
5032	Utilities-City Hall & Annex	26,378	13,000	13,000	13,000
5032	Utilities-Senior Citizen Center	-	14,000	14,000	14,000
6010	Copier	13,861	13,500	13,000	13,000
6012	Dues & Subscriptions	8,449	10,500	10,000	10,000
6016	Janitorial Supplies	9,986	10,500	10,000	10,000
6018	IT Supplies & SW Upgrades	5,059	7,500	6,100	7,000
6019	COG Annual Dues	13,000	13,000	13,000	13,000
6022	Office Supplies	10,068	8,500	7,000	6,500
6023	Other Operating Expense	14,230	17,000	5,000	7,500
6028	Safety Account	116	1,500	700	1,000
6029	Fourth Of July Block Parties	5,000	-	-	-
7202	Capital/Outlay/Equip	30,968	30,000	-	10,000
	Total Shared Operating Expense	436,689	443,500	402,600	434,400
TROLLEY OPERATIONS					
9201	Trolley Wages	10,390	15,000	7,000	15,000
9202	Trolley Maintenance	1,766	1,200	800	1,000
	Totally Trolley Operations	12,156	16,200	7,800	16,000

MISCELLANEOUS
Budget Detail

<u>4195</u>	<u>DESCRIPTION</u>	<u>2012</u> <u>ACTUAL</u>	<u>2013</u> <u>BUDGET</u>	<u>2013</u> <u>PROJECTED</u>	<u>2014</u> <u>BUDGET</u>
<u>LOCAL AGENCY SUPPORT</u>					
9001	AADA	6,970	6,970	7,000	7,000
9002	Chamber of Commerce	12,600	12,600	12,600	12,600
9003	CMC Referrals	24,000	24,000	26,000	26,000
9006	Econ Development	10,800	10,800	10,800	10,800
9008	Library Support	-	-	-	-
9010	Noah's Ark Animal Welfare	25,000	25,000	25,000	25,000
9012	Senior Citizens	19,350	19,350	19,400	19,400
<u>OTHER AGENCY DONATIONS</u>					
9013	Miscellaneous Donations	6,850	6,850	5,900	6,850
9013	Arts & Culture	4,500	4,500	4,500	4,500
8807	Youth Advisory Council	3,917	4,500	4,500	4,500
	Total Support & Donations	113,987	114,570	115,700	116,650
<u>RESERVE LIABILITY</u>					
9901	Accrued Vac/Sick/Leave	86,517	90,000	90,000	90,000
9901	Health Ins/HRA/Wellness	30,117	25,000	25,000	25,000
	Total Reserve Liability	116,634	115,000	115,000	115,000
	Total Expenditures	\$ 679,466	\$ 689,270	\$ 641,100	\$ 682,050



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 12th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: Contract Amendment for SHF Grant – Hughes Lumber Company
Construction Documents(2013-M1-032)

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should approve the contract amendment as presented.

SUMMARY STATEMENT:

The contract amendment is to extend the project deadline by one year, to 9/1/15.

EXPENDITURE REQUIRED: NA.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City of Trinidad approve the contract amendment?

ALTERNATIVE: The City of Trinidad could decide not to amend the contract.

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July 29, 2014

Mr. Louis Fineberg
Planning Director
City of Trinidad
135 North Animas Street
PO Box 880
Trinidad, CO 81082

RE: Project #2013-M1-032
Construction Documents of Hughes Lumber Company-Trinidad Lumber-O.L. Davis Lumber
Contract Period: 9/1/2012 to 9/1/2014

Dear Mr. Fineberg:

Enclosed are three (3) copies of the Amended Contract for the above project. Read the Amended Contract carefully and call if you have any questions. **Please review the enclosed instructions (green sheet) prior to signing the contracts.**

Return the original three (3) copies of the Amended Contract to our office as soon as possible, but no later than **August 20, 2014**. Amended Contracts received after this date will be void. Be certain that each original copy of the contract amendment contains the following:

1. Original signature(s) for each party
2. Date(s) below signatures have been entered
3. Name of the signer(s) printed
4. Title of the signer(s) printed

Blank lines on the signature page will result in contracts being sent back for completion. When the Amended Contract has been fully executed an original signature copy will be sent to you for your files.

If you would like technical information or assistance regarding your project, please contact your SHF Historic Preservation Specialist Estella Cole at (303) 866-2896. If you have administrative or contractual questions, please contact Grant Staff: Contracts Officer, Susan Frawley at (303) 866-3043 or Contract Specialist, Lindsay Orr at (303) 866-2887.

Sincerely,

A handwritten signature in cursive script that reads 'Susan Frawley'.

Susan Frawley
Contracts Officer

LO:

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Approval/Cover letter for amending contracts requesting signatures

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

CONTRACT AMENDMENT #2013-M1-032 A

THIS AMENDMENT, made this _____ day of _____, _____ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

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

The Parties entered into a contract dated August 29, 2012, (the "Original Contract"), for SHF Project #2013-M1-032, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The term of the contract is extended because the Contractor, through no fault of their own, is unable to complete the project as required within the specified contract period as a result of unforeseen delay; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number 13M1032, Contract Routing Number N/A Approved Waiver Form, dated August 29, 2012, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M1-032, dated August 29, 2012, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. Provision #4 of the original contract, CONTRACT EFFECTIVE DATE, the term of the contract is **EXTENDED** from September 1, 2014 (previously extended to) to September 1, 2015.
 - b. Provision #5 of the original contract, COMPENSATION AND METHOD OF PAYMENT, the List of Submittals are revised as reflected in the attached Revised Exhibit C.
4. The effective date of this amendment is upon approval of the State Controller or August 29, 2014, whichever is later.
5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment, and any of the provisions of the Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

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

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

City of Trinidad
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

*Signature of Authorized Officer

Date: _____

Department of Higher Education

Date

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Date: _____

WAIVER CONTRACT REVIEWER

Print Title of Authorized Officer

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

Revised September 26, 2013
\\chs-db\gifts\Document\24114440.doc
Approval/Contract Amendment/Time Extension Only

LIST OF SUBMITTALS

Project Reports		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables #1-3 below must be reviewed and approved before Advance payment is made.	Received 6/25/13	Advance payment of grant award \$9,562 – Paid.
b. Progress Report # 1	Received 12/19/12	Reviewed
c. Progress Report # 2	Received 12/19/12	Reviewed
d. Progress Report # 3	Received 2/26/13	Reviewed
e. 1st Interim Financial Report (Attachment 1). Deliverables #4-7 below must be reviewed and approved before 1st Interim payment is made.	April 15, 2013 **	Review & Approve. 1st Interim payment of grant award \$9,562.
f. Progress Report # 4	Received 4/29/13	Reviewed
g. Progress Report # 5	Received 7/1/13	Reviewed
h. Progress Report # 6	Received 9/3/13	Reviewed
i. Progress Report # 7	Received 11/14/13	Reviewed
j. 2nd Interim Financial Report (Attachment 1). Deliverable #8 below must be reviewed and approved before 2nd Interim payment is made.	November 15, 2013 **	Review & Approve. 2nd Interim payment of grant award \$9,562.
k. Progress Report # 8	Received 12/31/13	Reviewed
l. Progress Report # 9	Received 3/6/14	Reviewed
m. Progress Report # 10	Received 5/13/14	Reviewed
n. Progress Report # 11	September 1, 2014	Review*
o. Progress Report # 12	November 1, 2014	Review*
p. Progress Report # 13	January 1, 2015	Review*
q. Progress Report # 14	March 1, 2015	Review*

r. Progress Report # 15	May 1, 2015	Review*
s. Progress Report # 16	July 1, 2015	Review*
t. Final Financial Report (Attachment 1)	July 15, 2015	Review & Approve. Final payment of grant award \$3,189. ***

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit 1st Interim financial report when majority of advance has been expended and you are ready for the next payment.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on September 1, 2015. All deliverables due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables #1 – 3 must be reviewed and approved by SHF before project start.

<u>Project Deliverables</u>	<u>Society Response</u>
1. Consultant Resume: A&E Services	Reviewed and Approved
2. Subcontract Certification: A&E Services	Reviewed and Approved
3. Initial Consultation with SHF Historic Preservation Specialist	Held
4. Historical photographs/documentation of areas to be treated	Reviewed and Approved
5. Before/existing condition photos of areas affected by Scope of Work	Reviewed and Approved
6. Materials Testing Analysis and Results (paint, mortar, lead, asbestos)	Conditional Approval
6a. Materials Testing and Analyses – Mortar and Paint	Review/Comment and or Approve
7. Design Development Set	Conditional Approval
8. Interim Consultation with SHF Historic Preservation Specialist	Review/Comment and or Approve
9. Construction Documents/Plans & Specifications	Review/Comment and or Approve
10. Estimate of Probable Cost of Construction	Review/Comment and or Approve
11. Project Summary Report	Review/Comment and or Approve

H:\Contracts\2013\13M1032 Exhibit C_revised 7.24.14.docx



COUNCIL COMMUNICATION

6

CITY COUNCIL MEETING: August 12, 2014
PREPARED BY: Audra Garrett, Acting City Mngr
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Discussion regarding Notice of Probable Violation, Proposed Civil Penalty and Proposed Compliance Directive issued by the Public Utilities Commission

PRESENTER: Audra Garrett, Acting City Manager

RECOMMENDED CITY COUNCIL ACTION: None

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: \$63,420

SOURCE OF FUNDS: Gas Fund

POLICY ISSUE: The City is required to meet standards of the Colorado Public Utilities' Commission.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City underwent a COPUC inspection of our natural gas system the week of July 14, 2014.
- The COPUC Safety Inspector revealed probable violations.
- Several items need to be addressed and followed up on with the PUC.

6



Dora
Department of Regulatory Agencies

Public Utilities Commission

Joshua B. Epel, Chairman
Pamela J. Patton, Commissioner
Glenn A. Vaad, Commissioner
Doug Dean, Director

John W. Hickenlooper
Governor

Barbara J. Kelley
Executive Director

July 28, 2014

**Audra Garrett, Acting Town Manager
City of Trinidad
P.O. Box 800
Trinidad, CO 81082**

**NOTICE OF PROBABLE VIOLATION (NPV), PROPOSED CIVIL PENALTY, AND
PROPOSED COMPLIANCE DIRECTIVE: External Corrosion Control: Cathodic
Protection; AND Pressure Limiting and Regulating Stations: Inspection and Testing**

Ms. Garrett:

On July 14, 2014, a Colorado Public Utilities Commission (COPUC) Gas Pipeline Safety (GPS) Inspector reviewed the operation and maintenance procedures and records for the City of Trinidad Utilities' natural gas distribution pipeline system. The inspection revealed probable violations of the Public Utilities Commission pipeline safety regulations adopted under Title 49, Code of Federal Regulations, Part 192 (Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards).

The NPV is issued under COPUC Gas Pipeline Safety Rule 4 CCR 723-4-4934. This letter requires that you reply in writing no later than thirty (30) days from receipt of this notice.

The July 14, 2014 inspection revealed probable violations (PVs) of Part 192 regulations as follows

- 1. §192.463 External corrosion control: Cathodic protection AND §192.465 External corrosion control: Monitoring.**

§192.463 (a) Each cathodic protection system required by this subpart must provide a level of cathodic protection that complies with one or more of the applicable criteria contained in Appendix D of this part.

1560 Broadway, Suite 250, Denver, Colorado 80202 303-894-2000
TTY Users 711 (Relay Colorado) www.dora.state.co.us/puc Fax 303-894-2065
Permit and Insurance (Outside Denver) 1-800-888-0170 Transportation Fax 303-894-2071
Consumer Affairs 303-894-2070 Consumer Affairs (Outside Denver) 1-800-456-0858



§192.465 (a) - Each pipeline that is under cathodic protection must be tested at least once each calendar year, but with intervals not exceeding 15 months, to determine whether the cathodic protection meets the requirements of §192.463.

§192.465 (d) - Each operator shall take prompt remedial action to correct any deficiencies indicated by the monitoring.

Cathodic Protection (CP) records (spanning timeframes of the past 3 to 8 years) provided for GPS Inspector audit on 7/14/14 indicate that substantial portions of the system been out of compliance with Appendix D criteria (-850 mV) for the entirety of the review period. Thorough inspection of CP records was not possible due to missing or incomplete records. Records examined indicate that, of 306 documented CP test points, only 77 meet the -850 mV Appendix D requirement (25% compliance rate).

Additionally, the records do not indicate "prompt remedial action." Trinidad Utilities Staff indicated that they have approximately 300 magnesium anodes sitting on the shelf at the Gas Department Shop awaiting installation. There does not appear to be a scheduling or CP-system troubleshooting plan in place to administer anode installation.

A review of the City of Trinidad's annual reports (Form 7100.1-1) for 2009 – 2013 indicated that, of 103 total system leaks, 72 – or 70% – of all leaks were due to corrosion. In 2013, there were 3 hazardous leaks caused by corrosion. There is a strong indication that a lack of adequate CP is leading to decreased system integrity and is compromising public safety.

§192.739 Pressure limiting and regulating stations: Inspection and testing.

(a) Each pressure limiting station, relief device (except rupture discs), and Pressure regulating station and its equipment must be subjected at intervals not exceeding 15 months, but at least once each calendar year, to inspections and tests to determine that it is-

- (1) In good mechanical condition;**
- (2) Adequate from the standpoint of capacity and reliability of operation for the service in which it is employed;**
- (3) Except as provided in paragraph (b) of this section, set to control or relieve at the correct pressure consistent with the pressure limits of §192.201(a); and**
- (4) Properly installed and protected from dirt, liquids, or other conditions that might prevent proper operation.**

Regulator station records examined on 7/14/14 indicated that none of the regulator stations had been maintained since 2011. During the audit, Trinidad personnel performed a regulator station maintenance inspection directly across the street from the Gas Dept. Shop at 215 Linden (Regulator Station #9). During this inspection the "worker regulator" failed.

Proposed Civil Penalty:

Pursuant to §§ 40-2-115(2) and 40-7-117, C.R.S., and CCR 723-4-4936 of the COPUC Gas Pipeline Safety Rules, an operator who violates 49 U.S.C. §§ 60101, et seq.; the pipeline safety rules; or an order of the Commission shall be subject to a civil penalty not to exceed \$100,000 per violation. Each day of a continuing violation shall constitute a separate violation. In the case of a group or series of related violations, the aggregate amount of such penalties shall not exceed \$1,000,000.

The Chief of Pipeline Safety as reviewed the circumstances and supporting documentation involved in the above probable violations and has recommended that the City of Trinidad be prellminarily assessed a civil penalty using a uniform fine assessment method as follows:

- Penalty for inadequate system CP based upon test-point non-compliance with Appendix D criteria since last Standard Inspection (12/31/2011): **\$33,180**
- Penalty for failure to inspect regulator stations since last known date of compliance (01/01/2013): **\$30,240**
- **TOTAL CIVIL PENALTY ASSESSED = \$33,180 + \$30,240 = \$63,420**

Proposed Compliance Directive:

Prior to December 31, 2014, the City of Trinidad will develop and enact plans, schedules, and activities to address all of the above-listed violations, including:

- 1) Accurately identifying/mapping all steel sections/areas of the system and commencing an annual (1-year not to exceed 15 months) Instrument leak survey of these areas. Results of the annual leak survey will be submitted to the COPUC Gas Pipeline Safety section.
- 2) Identifying the operations individual(s) for the system meeting the requirements of SubPart I - Requirements for Corrosion Control, §192.453:
The corrosion control procedures required by §192.605(b)(2), including those for the design, installation, operation, and maintenance of cathodic protection systems, must be carried out by, or under the direction of, a person qualified in pipeline corrosion control methods.
- 3) Developing a long-term plan to mitigate and remediate existing system corrosion issues and preventing further system integrity degradation with respect to corrosion. This plan must be reviewed and approved by the COPUC Gas Pipeline Safety section prior to implementation.
- 4) Providing records of inspection and testing for all pressure limiting and regulating stations that clearly identify: Basic station schematics, inlet MAOP, outlet MAOP, station equipment type, designed equipment set points, set points as found, and set points as left.

- 5) Providing records of qualification for operations individual(s) performing testing activities required by (4) above.

Response Options:

Rule 4935 of the COPUC Gas Pipeline Safety rules requires that, when an NPV under Rule 4934 is served, the NPV will also contain a list of the response options available under Rule 4935. Within 30 after the receipt of the NPV, the City of Trinidad ("the operator") shall respond in one of the following ways:

- (I) The operator may pay the proposed civil penalty in full; or
- (II) The operator may submit an offer in compromise of the proposed civil penalty. The operator may make an offer in compromise by submitting a check or money order for the amount offered. The Chief will consider the offer in compromise in light of the criteria established in § 40-7-117(2), C.R.S., and of other relevant factors. If the offer in compromise is accepted by the Chief, the operator will be notified in writing that the acceptance is in full settlement of the proposed civil penalty. If an offer in compromise is rejected by the Chief, the check or money order will be returned to the operator with a written notification. Within ten days after receipt of a notice of rejection, the operator shall respond to the Chief in one or more of the ways provided in paragraph (a) of this rule; or
- (III) The operator may request the execution of a consent stipulation pursuant to rule 4939; or
- (IV) The operator may submit a written explanation, information, or other material in response to the allegations contained in the notice of probable violation; in objection to the proposed compliance directive; or in mitigation of the proposed civil penalty; or
- (V) The operator may request a hearing. If an operator requests a hearing, the Chief may amend the notice of probable violation at any time up to 30 days prior to the first day of hearing. After that time, a notice of probable violation may be amended only in accordance with the Commission's Rules Regulating Practice and Procedure.

The NPV requires that you reply in writing no later than thirty (30) calendar days from the receipt of this letter.

All areas of noncompliance should be corrected expeditiously and records maintained for COPUC GPS inspection. Areas of noncompliance that could lead to an imminent hazard to the public or property should be repaired immediately.

If you have any questions regarding this letter, please contact me or inspector Kevin Stilson at 303-894-2853 or by e-mail at Kevin.Stilson@state.co.us.

Very truly yours,

A handwritten signature in black ink that reads "Stephan Pott". The signature is written in a cursive style with a large, looped 'S' and a distinct 'Pott'.

Stephan Pott, PE
Chief, Gas Pipeline Safety

Cc: Mike Valentine, Utilities Director
City of Trinidad Gas Dept.
P.O. Box 800
Trinidad, CO 81082

Opunit File No. 062



Council Communication

City Council Work-Session Meeting: August 12, 2014

Prepared by: August 8, 2014

Dept. Head Signature: *Michael A. Veatch*

of Attachments: 1

SUBJECT: Black & Veatch Contract Addendum No 2 for the Engineering Design of the Water Treatment Plant Improvements

Presenter: Mike Valentine, Public Works/Utilities Director

Recommended City Council Action: Discussion and consideration on Addendum No. 2 to the Black & Veatch Contract for the engineering design.

Summary Statement: Black & Veatch has provided Addendum No. 2 identifying the tasks associated with the design and construction for the Base Electrical Improvements, Removal and Replacement of Filter Valves and Actuators, Bulk Sodium Hypochlorite (New Building), Replacement of the Existing Steel Tank(Phase 2) and Divide Existing Pond (Phase 3).

Expenditure Required: \$288,975

Source of Funds: Water Department Reserve Fund (included in capital outlay)

Policy Issue: Upgrades and maintenance at the Trinidad Water Treatment Plant are required to provide a reliable water supply and to meet required State standards for public health and safety.

Alternative: None

Background Information: In May 2013, City Council approved the expenditure of \$91,900 to Black & Veatch to conduct the Water Treatment Plant Improvements Design. The work was in response to a sanitary survey and inspection from the Colorado Department of Public Health and Environment at the WTP in 2011. During the inspection, CDPHE pointed out the need for the City to upgrade the WTP facility to include (1) refurbishing or abandoning the standing water tank, (2) modify and upgrade the chlorine disinfection system, (3) construct new filter backwash tank system, (4) replace existing filter bed backwash valves and actuators and WTP inlet and drain valves, and (5) design new residuals storage pond. At the November 26, 2013 Work-session, Kevin Meador, Project Engineer provided City Council a report on the findings and recommendations. In the presentation, Black & Veatch identified the necessary improvements and recommendations for 2013, 2014, 2015 and 2016. At this time, staff would like to proceed forward with the tasks identified in 2013 and 2014. The costs associated with the design for the RFQ for Contractors, Electrical Design, Backwash Valve

Specifications, Sedimentation Basin Pump Design, Valve Construction/Installation, and the Chlorine System Modification are \$268,460.00. The Black & Veatch engineering proposal was in response to a survey and inspection of the WTP conducted in 2011 by the Colorado Department of Public Health and Environment. At this time, city staff is working with Black & Veatch to complete the upgrades at the WTP facility to include (1) modify and upgrade the chlorine disinfection system, (2) construct new filter backwash tank system, and (4) replace existing filter bed backwash valves and actuators and WTP inlet and drain valves.



BLACK & VEATCH
Building a world of difference.

BLACK & VEATCH CORPORATION
6300 SOUTH SYRACUSE WAY, SUITE 300
CENTENNIAL, CO 80111 USA
+1 720-834-4255 | MEADORKJ@BV.COM

7 August 2014

City of Trinidad
135 North Animas
Trinidad, CO 81082

WTP Evaluation
B&V Project 180508
B&V File 11.1200

Attention: Mike Valentine

Subject: Engineering Contract Addendum 2

Dear Mike:

Enclosed for your review and approval is Addendum 2 to the Agreement for Professional Services between the City of Trinidad, Colorado and Black & Veatch for the Water Treatment Plant Improvements Phases 1 and 2. Addendum 2 includes Exhibit C Scope of Services and Exhibit C-1 Fee Estimate. The estimated fee is summarized as follows:

Task 350	Phase 1 Scope Refinements	\$ 62,667
Task 360	Phase 1 Bidding Phase Services	\$ 13,350
Task 370	Phase 1 Construction Phase Services	\$ 91,343
Task 400	Phase 2 Elevated Tank Design and Bidding Phase Services	\$ 70,122
Task 410	Phase 2 Construction Phase Services	<u>\$ 51,493</u>
	Total Addendum 2 Engineering Fee	\$288,975

For review purposes, we compared the updated fees with the original budgeted fees and have summarized the costs below:

Phase 1	\$268,460	Addendum 1 (Design of Phase 1 Improvements)
Phase 1	\$167,360	Addendum 2 (Bidding, CPS, and Design Scope Refinements)
Phase 2	\$121,615	Addendum 2 (Design, Bidding, and CPS)
Phase 3	<u>\$137,600</u>	Projected Addendum 3 (Design, Bidding, and CPS)
Total	\$695,035	(Original Budgeted Total \$730,000)

We are available at your convenience to discuss the scope of services and estimated fees. If you have any questions, please call me.

Very truly yours,

BLACK & VEATCH CORPORATION

Kevin J. Meador

Kevin J. Meador, P.E.
Project Manager

KJM
Enclosures

**ADDENDUM NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF TRINIDAD, COLORADO
AND
BLACK & VEATCH CORPORATION**

Pursuant to the terms and conditions of the Agreement for Professional Services (Agreement) between the City of Trinidad (CITY) and Black & Veatch Corporation (CONTRACTOR), dated May 21, 2013, this Addendum No. 2 is made and entered into effect this _____ day of _____ 2014. CITY and CONTRACTOR agree as follows:

ARTICLE 1.a – SERVICES: DELIVERABLES. Add the following to the end of Paragraph 1.a.

The City agrees to retain Contractor to provide the services (Scope of Work) for Addendum 2 as set forth in Exhibit C, attached hereto and incorporated herein by reference (the "Services"), and Contractor agrees to so serve.

ARTICLE 2 – COMPENSATION

2.a The total amount of payments for Services and Reimbursable Expenses, in accordance with Exhibit C, shall be changed from \$360,360 to \$649,335, representing an increase of \$288,975. The estimated fee for each task is as follows and attached as Exhibit C-1:

Task 350 Phase 1 Scope Refinements	\$62,667
Task 360 Phase 1 Bidding Phase Services	\$13,350
Task 370 Phase 1 Construction Phase Services	\$91,343
Task 400 Phase 2 Design and Bidding Phase Services (Elevated Tank)	\$70,122
Task 410 Phase 2 Construction Phase Service	\$51,493
Total	\$288,975

ARTICLE 4 – TERM AND TERMINATION

The Services for Addendum 2 shall be completed by June 1, 2015.

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum No. 2 as of the day and year first above written.

**CITY
CITY OF TRINIDAD, COLORADO**

**CONTRACTOR
BLACK & VEATCH CORPORATION**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT C
SCOPE OF SERVICES FOR ADDENDUM 2
ENGINEERING SERVICES AGREEMENT

Between
City of Trinidad ("City")
And
Black & Veatch Corporation ("Contractor")

Project Description

Contractor has prepared a preliminary design report (Report) that identified and evaluated alternatives and costs for upgrading existing facilities and systems at the Trinidad Water Treatment Plant (WTP) that is owned and operated by the City. The major existing facilities and systems that were evaluated were:

- Electrical
- Filter Valves and Actuators
- Disinfection
- Filter Backwash Water Supply
- Residuals Storage Pond(s)

The alternatives selected by the City for implementation of design and construction are as follows:

1. Base Electrical Improvements (Phase 1 Improvements)
 - a. The main components of the base electrical improvements are to install a new adequately sized electrical service for the WTP and to construct a new electrical room in an existing space on the upper floor of the WTP Building.
2. Removal and Replacement of Filter Valves and Actuators (Phase 1 Improvements)
 - a. Replace the existing valves and actuators with new valves and electric actuators on the filtered water effluent, master backwash, individual filter backwash, filter drain, and filter influent piping.
 - b. In addition to replacement of the filter valves and actuators, the existing 16-inch diameter backwash supply piping will be removed and replaced with 24-inch diameter piping.
3. Bulk Sodium Hypochlorite (New Building) (Phase 1 Improvements)
 - a. Replace the existing chlorine gas disinfection equipment with new sodium hypochlorite storage and feed facilities housed in a new building.
4. Replacement of the Existing Elevated Steel Tank (Phase 2 Improvements)
 - a. Construct a new elevated steel tank. Due to the structural condition and lead paint coating system on the existing tank, this alternative provides for replacement of the tank with a new, larger elevated storage tank in lieu of rehabilitating the existing tank.
5. Divide Existing Pond (Phase 3 Improvements)
 - a. Divide the existing pond into two cells. (Construction of a new pond was eliminated after addition of the sedimentation basin transfer pumps.)

The scope of services for the Base Electrical Improvements, the Removal and Replacement of the Filter Valves and Actuators, and for the new Bulk Sodium Hypochlorite System (Inside WTP) was completed under Addendum 1. The scope of services for the Divide Existing Pond will be provided under a future addendum(s).

Scope of Services

The scope of services for Addendum 2 includes the preparation of construction documents for the Replacement of the Existing Elevated Steel Tank as well as construction phase services for Phase 2, scope refinements design for Phase 1 improvements and bidding phase services for Phase 1. The scope of services for Addendum 2 is further described in the following paragraphs.

The scope of services for this addendum includes the following services:

1. Task 350 – Complete scope refinements for Phase 1 of the project.
2. Task 360 – Provide bidding phase services for Phase 1 of the project.
3. Task 370 – Provide construction phase services for Phase 1 of the project.
4. Task 400 – Prepare contract documents for replacement of the existing elevated backwash storage tank (Phase 2 of the project) and assist in bidding administration.
5. Task 410 – Provide construction phase services for Phase 2 of the project.

Task 350 – Complete Scope Refinements for Phase 1 of the Project

Objective: Incorporate Phase 1 scope refinements into the Phase 1 contract documents.

Subtasks:

1. Incorporate the following scope refinements, established during the Phase 1 design, for moving the sodium hypochlorite system from inside the WTP to outside in a new building.
 - a. Prepare drawings and specifications for new hypochlorite building
 - b. Perform design for a ventilation system for the building
 - c. Perform design for a sprinkler system for the building
 - d. Perform design for the eye wash/shower, floor drain, and water heater
 - e. Perform associated quality control reviews
 - f. Through a subconsultant, perform geotechnical borings and prepare a geotechnical report for the design of the building foundation.
2. Incorporate the following electrical scope refinements into the Phase 1 Construction Contract Documents.
 - a. Perform design for a new generator and relocation of the ATS outside next to the generator
 - b. Perform design for the electrical upgrades for the entire plant
 - c. Perform design for the I&C for the automated backwash and disinfection system

Task 360 – Provide Bidding Phase Services for Phase 1 of the Project

Objective: Provide bidding phase services for Phase 1 of the project.

Subtasks:

1. Attend pre-bid conference.
2. Answer questions from potential bidders.
3. Prepare one addendum.

4. Review bids and assist City in selection of bidder.
5. Assist City with selection of value-engineering ideas.

Task 370 – Provide Construction Phase Services for Phase 1 of the Project

Note: For this task, the term Engineer refers to Black & Veatch (noted as Contractor in remainder of Addendum) and the term contractor refers to the contractor constructing the project.

Objective: Engineer will perform the following services during the construction phase of Phase 1 of the project. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the contractor's work or the contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the contractor's work or for any failure of the contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the contractor furnishing and performing the work.

Specific services to be performed by Engineer are as follows

Subtasks:

1. Conduct the preconstruction conference. Elements of the conference include:
 - a. Agenda prepared by Engineer
 - b. Engineer prepare and distribute minutes
 - c. Discussion of contractor's tentative schedules
 - d. Procedures for transmittal and review of contractor's submittals
 - e. Processing applications for payment
 - f. Critical work sequencing
 - g. Change orders
 - h. Record documents
 - i. Contractor's responsibilities for safety and first aid
2. Perform construction administration (basis is 6 months construction duration).
3. Visit the construction site to observe progress of the work, and consult with the City and the contractor. A total of 10 meetings are included.
4. Project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with City and contractor. Eight site visits are included (total time is as depicted on the fee spreadsheet).
5. Requests for Information, Change Orders, and Claims. The level of effort included for the following services is as depicted on the fee spreadsheet. Any additional effort related to this task shall be considered as supplemental services.
 - a. Requests for Information. Interpret construction contract documents when requested by City or the contractor. Requests for clarification or information shall be in writing and copies of Engineer's response shall be distributed to City.
 - b. Change Orders. Review City or contractor requests for project changes (two change orders anticipated).
 - i. Review documentation
 - ii. Prepare any additional documentation required
 - iii. Administer the processing of change orders
 - iv. Review applications for extensions of construction time.
 - v. Evaluate the cost and scheduling
 - vi. Submit recommendations to City
 - vii. Assist City in negotiations with contractor to obtain a fair price for the work.

- c. Claims. Act on claims by City relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
- 6. Review and process the contractor's monthly payment requests, and forward to City if appropriate (six pay requests assumed).
- 7. Review drawings and other data submitted by the contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- 8. Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to City and the contractor.
- 9. Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed. Provide written recommendations to City concerning final payment, including a list of items, if any, to be completed prior to making such payment.
- 10. Upon completion of the project; revise the construction contract drawings to conform to the construction records. Submit to City in AUTOCAD Version 2012 format.

Task 400 – Prepare Contract Documents for Replacement of the Existing Elevated Backwash Storage Tank (Phase 2 of the Project) and Assist in Bidding Administration

Objective: Design and construct new elevated steel, multi-legged backwash storage tank. The contract documents will have an option to completely remove the existing elevated steel storage tank. The contract documents will be prepared as a single construction contract that will be bid competitively as a single project to the four on-call contractors previously selected.

Subtasks:

- 1. Through a subconsultant, perform geotechnical borings for the new tank foundation and prepare a geotechnical report.
- 2. Prepare 60% level construction documents (drawings and specifications). Update opinion of estimated construction cost.
 - a. Contract documents (drawings) will include:
 - i. General, Civil, and Mechanical Drawings – 9 (estimated)
 - ii. Structural – 1 (estimated)
 - iii. Electrical – 8 (estimated)
 - iv. I&C – 3 (estimated)
 - b. The new elevated steel, multi-legged backwash storage tank includes the following:
 - i. 160,000 gallon elevated steel, multi-legged backwash storage tank
 - ii. Single 24-inch inlet/outlet backwash pipe
 - iii. Single 8-inch inlet/outlet potable water supply pipe
 - iv. 24-inch buried backwash pipe from the tank to the WTP basement
 - v. 8-inch buried potable water supply pipe from the tank to the WTP basement
 - vi. Backwash magmeter flowmeter in the WTP basement (and associated I&C to connect to Master PLC)
 - vii. Pressure transmitter in the WTP basement used to measure tank level (and associated I&C to connect tank level to Master PLC)
 - viii. Optional demolition of the existing elevated tank and foundation
 - c. The following is not included with the elevated tank:
 - i. Cathodic protection of the new elevated tank

- ii. Lighting on the new elevated tank
- d. Contractor shall follow the Association for the Advancement of Cost Engineers International (AACEI) Recommended Practices #17R-97 and #18R-97 as the standard for completing OPCCs. Conceptual and Preliminary OPCCs will be as described in the recommended practice for "Class 5" or "Class 4"; Interim and Final opinions will be as described for "Class 3" or "Class 2." Classifications will be determined based on the guidelines in the recommended practice and the information available at each stage of completion. Contractor does not guarantee that proposals, bids, or actual Project construction costs will not vary from our OPCCs.
- 3. Submit 60% level construction documents to the City and conduct review workshop.
- 4. Prepare 90% level construction documents. B&V standard "front-end" contract documents will be used for the project with the documents prepared for Phase 1 as the template. The Phase 1 Division 1 specifications and technical specifications will also be used as a template as they are applicable. Update opinion of estimated construction cost.
- 5. Perform QC reviews.
- 6. Submit 90% level construction documents to City and conduct review meeting. Prepare bid ready contract documents incorporating City comments.
- 7. Provide permitting assistance to include:
 - a. Submittal to CDPHE for the elevated tank.
 - b. Meet with CDPHE to review elevated tank submittal.
 - c. Incorporate CDPHE comments on elevated tank.
- 8. Provide bidding phase assistance to include:
 - a. Attend pre-bid conference.
 - b. Answer questions from potential bidders.
 - c. Prepare one addendum.
 - d. Review bids and assist City in selection of bidder.

Task 410 – Provide Construction Phase Services for Phase 2 of the Project

Note: For this task, Engineer refers to Black & Veatch (noted as Contractor in remainder of Addendum) and contractor refers to the contractor constructing the project.

Objective: Engineer will perform services during the construction phase of Phase 2 of the project. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the contractor's work or the contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the contractor's work or for any failure of the contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the contractor furnishing and performing the work.

Specific services to be performed by Engineer are as follows

Subtasks:

- 1. Conduct the preconstruction conference. Elements of the conference include:
 - a. Agenda prepared by Engineer
 - b. Engineer prepare and distribute minutes
 - c. Discussion of contractor's tentative schedules
 - d. Procedures for transmittal and review of contractor's submittals
 - e. Processing applications for payment
 - f. Critical work sequencing

- g. Change orders
 - h. Record documents
 - i. Contractor's responsibilities for safety and first aid
2. Provide construction administration (basis is 4 months duration).
 3. Visit the construction site to observe progress of the work, and consult with the City and the contractor. A total of 5 meetings are included.
 4. Project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with City and contractor. Four site visits are included (total time is as depicted on the fee spreadsheet).
 5. Requests for Information, Change Orders, and Claims. The level of effort included for the following services is as depicted on the fee spreadsheet. Any additional effort related to this task shall be considered as supplemental services.
 - a. Requests for Information. Interpret construction contract documents when requested by City or the contractor. Requests for clarification or information shall be in writing and copies of Engineer's response shall be distributed to City.
 - b. Change Orders. Review City or contractor requests for project changes.
 - i. Review documentation
 - ii. Prepare any additional documentation required
 - iii. Administer the processing of change orders
 - iv. Review applications for extensions of construction time.
 - v. Evaluate the cost and scheduling
 - vi. Submit recommendations to City
 - vii. Assist City in negotiations with contractor to obtain a fair price for the work.
 - c. Claims. Act on claims by City relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
 6. Review and process the contractor's monthly payment requests, and forward to City if appropriate.
 7. Review drawings and other data submitted by the contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 8. Upon receiving contractor's notification of substantial completion, Engineer will review and document by inspection that the construction work is substantially complete and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to City and the contractor to the City.
 9. Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed. Provide written recommendations to City concerning final payment, including a list of items, if any, to be completed prior to making such payment.
 10. Upon completion of the project; revise the construction contract drawings to conform to the construction records. Submit to City in AUTOCAD Version 2012 format.

EXHIBIT C-1
City of Trinidad, Colorado
Water Treatment Plant Improvements
Addendum 2 - Phase 1 Bidding and CPS, Phase 2 Design, Bidding and CPS
Level of Effort and Fee Estimate

TASK	DESCRIPTION	Level of Effort												TOTAL HOURS	TOTAL LABOR	DIRECT PROJECT EXPENSE	TOTAL PROJECT COST
		PROJECT MANAGER	ENGINEERING MANAGER	CIVIL ENGINEER / SENIOR RESIDENT	WATER PROCESS ENGINEER	ARCHITECTURAL ENGINEER	STRUCTURAL ENGINEER	MECHANICAL / HVAC ENGINEER	ELECTRICAL ENGINEER	I&C ENGINEER	CAD GRAPHICS	PROJECT SUPPORT ASSISTANT	QUALITY CONTROL				
ENGINEERING																	
SUBTOTAL		168	496	88	22	26	164	130	200	106	188	178	18	1,724	265,172	21,304	288,975
360	Phase 1 Bidding Phase Services	22	30	12	2	0	0	0	4	0	0	2	0	72	\$12,798	\$552	\$13,350
	Attend pre-bid conference (May 22, 2014)	8	8	8										24	\$4,448	\$234	\$4,682
	Address questions from potential bidders		2	2										4	\$730	\$14	\$744
	Prepare Addendum No. 1	2	4	2								2		10	\$1,628	\$35	\$1,663
	Review bids and assist City in selection of bidder	4	8											12	\$2,164	\$42	\$2,206
	Conduct value engineering for low bidder	8	8		2				4					22	\$3,828	\$227	\$4,055
														0	\$0	\$0	\$0
370	Phase 1 Construction Phase Services	66	184	32	4	6	18	26	72	36	32	76	2	554	\$86,254	\$5,089	\$91,343
	Conduct pre-construction meeting		8											8	\$1,400	\$178	\$1,578
	hours month)	36												72	\$9,864	\$252	\$10,116
	Attend construction progress meetings (basis is 10 meetings)		80											80	\$14,000	\$1,780	\$15,780
	Perform construction site visits (basis is 8 visits)	16	16	16					16					64	\$11,296	\$1,424	\$12,720
	Answer RFI's and evaluate potential change orders (basis is 2)	2	4	4	2									12	\$2,142	\$42	\$2,184
	Review contractor pay requests (basis is 6 pay requests)	2	8											10	\$1,782	\$35	\$1,817
	Review submittals	2	32	4	2	4	16	24	48	32		32		196	\$29,218	\$686	\$29,904
	Attend substantial completion inspection, prepare punch list	8	12	8										28	\$5,148	\$248	\$5,396
	Attend final completion inspection		12											12	\$2,100	\$192	\$2,292
	Prepare conformed to construction record drawings		12			2	2	2	8	4	32	8	2	72	\$9,304	\$252	\$9,556
														0	\$0	\$0	\$0
400	Phase 2 Design and Bidding Phase Services (Elevated Tank)	32	130	4	8	0	48	0	18	24	80	56	12	412	\$60,730	\$9,392	\$70,122
	Perform Geotechnical borings and report for tank foundation						4							4	\$640	\$7,514	\$8,154
	Prepare 60 percent design and specifications. Update opinion of probable construction cost.		40				24		8	12	40	24		148	\$20,332	\$518	\$20,850
	Submit 60 percent design to City for review. Attend review meeting.	8	8											16	\$2,928	\$206	\$3,134
	Incorporate 60 percent comments and prepare 90 percent design and specifications. Update opinion of probable construction cost.		24				16		6	8	24	16		94	\$12,908	\$329	\$13,237
	Perform QC reviews.	2	4										12	18	\$3,362	\$63	\$3,425
	Submit 90 percent design to City for review. Attend review meeting.	8	8											16	\$2,928	\$206	\$3,134
	Incorporate City comments and prepare bid ready documents (drawings, technical specifications, opinion of probable construction cost).		12				4		4	4	12	12		48	\$6,296	\$168	\$6,464
	Permitting																
	Prepare submittal to CDPHE for elevated tank		8		4									12	\$2,000	\$42	\$2,042
	Meet with CDPHE to review elevated tank submittal	2	4		2									8	\$1,382	\$28	\$1,410
	Incorporate CDPHE comments on elevated tank.		4		2						4			10	\$1,420	\$35	\$1,455
	Bidding Phase																
	Attend pre-bid conference	8	8											16	\$2,928	\$206	\$3,134

TASK	DESCRIPTION	Level of Effort												TOTAL HOURS	TOTAL LABOR	DIRECT PROJECT EXPENSE	TOTAL PROJECT COST
		PROJECT MANAGER	ENGINEERING MANAGER	CIVIL ENGINEER / SENIOR RESIDENT	WATER PROCESS ENGINEER	ARCHITECTURAL ENGINEER	STRUCTURAL ENGINEER	MECHANICAL / HVAC ENGINEER	ELECTRICAL ENGINEER	I&C ENGINEER	CAD GRAPHICS	PROJECT SUPPORT ASSISTANT	QUALITY CONTROL				
	Answer questions from potential bidders		2	2										4	\$730	\$14	\$744
	Prepare Addendum No. 1	2	4	2									4	12	\$1,794	\$42	\$1,836
	Review bids and assist City in selection of bidder	2	4											6	\$1,082	\$21	\$1,103
410	Phase 2 Construction Phase Services	46	142	24	0	2	16	0	8	8	16	40	0	302	\$48,636	\$2,857	\$51,493
	Conduct pre-construction meeting		8											8	\$1,400	\$178	\$1,578
	Construction administration (basis is 4 months at 12 hours month)	24												48	\$6,576	\$168	\$6,744
	Attend construction progress meetings (basis is 5 meetings)		40											40	\$7,000	\$890	\$7,890
	Construction site visits (basis is 4 visits)	8	24	8										40	\$7,248	\$740	\$7,988
	Answer RFI's and evaluate potential change orders (basis is 2)	2	4	4										10	\$1,842	\$35	\$1,877
	Review contractor pay requests (basis is 4 pay requests)	2	6											8	\$1,432	\$28	\$1,460
	Review submittals	2	32	4		2	16		8	8			12	84	\$13,178	\$294	\$13,472
	Conduct substantial completion inspection, prepare punch list	8	12	8										28	\$5,148	\$248	\$5,396
	Conduct final completion inspection		8											8	\$1,400	\$178	\$1,578
	Prepare conformed to construction record drawings		8								16	4		28	\$3,412	\$98	\$3,510
350	Phase 1 Scope Refinements	2	10	16	8	18	22	104	98	38	60	4	4	384	\$56,754	\$5,913	\$62,667
	<u>Move Hypochlorite from Inside WTP to New Building</u>																
	Design for new building.	2	8	8	8	16	16		16		16	4		94	\$13,714	\$330	\$14,044
	Design for ventilation system for building.			2			2	28	12	8	4			56	\$8,520	\$196	\$8,716
	Design for sprinkler system for building.			2				28	4	4	4			42	\$6,300	\$147	\$6,447
	Design for eye wash/shower, floor drain, water heater.			2			2	40	4		4			52	\$7,720	\$182	\$7,902
	Perform QC reviews.		2	2		2		8	2	2			4	22	\$3,620	\$77	\$3,697
	Geotechnical Borings and Report for New Building						2							2	\$320	\$4,575	\$4,895
	<u>Electrical Refinements</u>																
	Design for new generator and relocation of ATS outside								20		4			24	\$3,420	\$84	\$3,504
	Electrical upgrades for entire plant								32		16			48	\$6,480	\$168	\$6,648
	I&C design for automated backwash and hypochlorite								8	24	12			44	\$6,660	\$154	\$6,814
	TOTALS	168	496	88	22	26	104	130	200	106	188	175	18	1,724	265,172	23,803	288,975
	HOURLY BILLING RATES	\$191	\$175	\$190	\$150	\$140	\$160	\$150	\$150	\$175	\$105	\$83	\$190				
	TOTAL LABOR (\$)	\$32,088	\$86,800	\$16,720	\$3,300	\$3,640	\$16,640	\$19,500	\$30,000	\$18,550	\$19,740	\$14,774	\$3,420		265,172		