

EIAF 9330 - Town of Lyons - Longs Peak Water &amp; Sewer Line

**EXHIBIT B – SCOPE OF PROJECT (SOP)****1. PURPOSE**

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

**2. DESCRIPTION OF THE PROJECT(S) AND WORK**

**2.1. Project Description.** The Project consists of installation of a section of new water and sewer lines in the Town of Lyons.

**2.2. Work Description.** The Town of Lyons (Grantee) will hire a qualified contractor to replace water and sewer lines and install stormwater drainage along Longs Peak Drive in Lyons. Work includes replacing the existing undersized water and sewer lines, and completing a water line loop in the system. Installation includes approximately 1,400 linear feet of 6-inch water main, approximately 1,400 linear feet of 8-inch PVC sanitary sewer line, approximately 28 water and sewer service connections, four (4) gate valves, approximately eleven (11) sewer manholes and approximately 30 linear feet of stormwater pipe. Five hundred linear feet of curb and gutter and 4-foot sidewalk will be installed and asphalt will be replaced to a 6-inch depth along the affected street. Grantee will own and maintain all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: labor and materials for the installation of the lines and related components, stormwater drainage improvements, site preparation and required testing and inspection. Costs for engineering, the bid process, permitting and legal fees, curb/gutter/sidewalk installation and asphalt work shall be the sole responsibility of the Grantee.

**3. DEFINITIONS****3.1. Project Budget Lines.**

**3.1.1.** “Construction/Improvement of Public Utilities” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

**3.2.** “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

**4.1. Outcome.** The final outcome of this Grant is completed installation of new water and sewer lines, which create a looped water system, providing reliable service for the area.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in Lyons, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<b><u>Milestone/Performance Measure/Grantee will:</u></b>	<b><u>By:</u></b>
Put Project out to bid.	Within 90 days after the Effective Date of this Grant Award Letter.

## EIAF 9330 - Town of Lyons - Longs Peak Water &amp; Sewer Line

Award and finalize subcontract(s).	Within 30 days after bid opening.
Provide DOLA with digital pictures of the Project.	With Quarterly Status Reports.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	June 29, 2023

**4.4. Budget Line Adjustments.**

**4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

**4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

**4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 <sup>st</sup> (Jan-Mar)	2021	April 30, 2021	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2021	July 30, 2021	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2021	October 30, 2021	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2022	July 30, 2022	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2022	October 30, 2022	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2022	January 30, 2023	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2023	April 30, 2023	Yes	Yes

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

EIAF 9330 - Town of Lyons - Longs Peak Water &amp; Sewer Line

**5. PERSONNEL**

**5.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Jill Johnson, Finance Director, (jjohnson@townoflyons.com)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.2. Other Key Personnel. NONE.** Such key personnel shall be updated through the process in §5.3.

**5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

**5.4. DLG Regional Manager:** **Chris La May, (970) 679-4501, (chris.la.may@state.co.us)**

**5.5. DLG Regional Assistant:** **Robert Thompson, (970) 290-2381, (robert.thompson@state.co.us)**

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

**6.1. Matching/Other Funds.** Grantee shall provide **at least 61%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit B**.

**6.2. Budget**

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Construction/Improvement of Public Utilities	\$1,155,000	\$450,000	\$705,000	Grantee
<b>Total</b>		<b>\$1,155,000</b>	<b>\$450,000</b>	<b>\$705,000</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$427,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$22,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$450,000</b>	

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

EIAF 9330 - Town of Lyons - Longs Peak Water & Sewer Line

## 8. ADMINISTRATIVE REQUIREMENTS

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by

EIAF 9330 - Town of Lyons - Longs Peak Water & Sewer Line

Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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