

# STATE OF COLORADO

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## Colorado Water Conservation Board Department of Natural Resources

1580 Logan Street, Suite 600  
Denver, Colorado 80203  
Phone: (303) 866-3441  
Fax: (303) 894-2578  
[www.cwcb.state.co.us](http://www.cwcb.state.co.us)



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John W. Hickenlooper  
Governor

Mike King  
DNR Executive Director

Jennifer L. Gimbel  
CWCB Director

March 5, 2013

Bancroft-Clover Water and Sanitation District  
Kelton Heights Water and Sanitation District  
Attn: Ms. Rhonda Hale, Office Manager  
900 South Wadsworth Blvd.  
Lakewood, CO 80226-4398

Subject: Loan Contract No. C153361  
Feasibility Report Contract No. C153312  
Loan Compliance Confirmation

Dear Ms. Hale:

Attached for your records are the original documents relative to the agreement between the Kelton Heights Water and Sanitation District, which was assigned to Bancroft-Clover Water and Sanitation District, (District), and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153361, dated August 15, 1981, as amended and assigned. The documents have been stamped "PAID IN FULL" denoting that the terms of the agreement have been satisfied in full by the District.

Attached is the original Quit Claim Deed recorded December 26, 2012, which transfers the collateral back to the District. The original Bill of Sale recorded May 11, 1987, is also included for your records.

Also attached is Feasibility Report Contract No. C153312, dated August 15, 1979, which has been stamped "PAID IN FULL" denoting that the terms of the agreement have been satisfied in full by the District.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext. 3205. If we can be of any further assistance to you in the future, please let us know.

Very truly yours,

A handwritten signature in blue ink, appearing to read "S. S. Biondo". The signature is fluid and cursive, with a large, stylized "B" and a long horizontal stroke at the end.

S. S. Biondo  
Finance Manager  
Finance Section

Attachments

cc: CWCB Files



R \$11.00

D \$0.00

QUIT

2012138467

12/26/2012 12:11:29 PM 1 Page(s)

Jefferson County, Colorado

RC

**QUIT CLAIM DEED**

The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 721, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to the Bancroft-Clover Water and Sanitation District ("Grantee"), whose address is 900 South Wadsworth Blvd, Lakewood, Colorado, 80226-4398, County of Jefferson, State of Colorado, the following property, to wit:

All of the State of Colorado, Colorado Water Conservation Board's rights and interest in the property recorded in the Deed dated May 4, 1987 and recorded May 11, 1987, recording number 87061752, Jefferson County, Colorado.

Executed this 20 day of December 2012.

GRANTOR:

STATE OF COLORADO

John W. Hickenlooper, Governor  
Acting by and through the  
Department of Natural Resources,  
Colorado Water Conservation Board

By Kirk Russell 12/19/12  
Kirk Russell, Finance Section Chief, CWCB

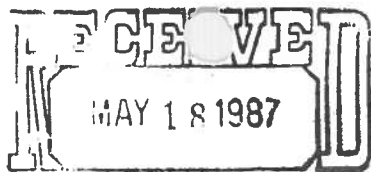
STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 19 day of December 2012, by Kirk Russell, Finance Section Chief, CWCB of the Colorado Water Conservation Board, on behalf of the State of Colorado. Witness my hand and official seal.

P. Mason  
Notary Public

My commission expires JULY 17, 2015.

P. MASON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034023618  
MY COMMISSION EXPIRES JULY 17, 2015



COLORADO WATER  
CONSERVATION BOARD BILL OF SALE

RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO  
RECEPTION NO. 87061752  
05/11/87 14:30 15.00

1-5

KNOW ALL MEN BY THESE PRESENTS, that the BANCROFT-CLOVER WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter referred to as "Seller", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in hand paid by the STATE OF COLORADO for the use and benefit of the Department of Natural Resources (Colorado Water Conservation Board), whose address is 721 Centennial Building, 1313 Sherman Street, Denver, Colorado, 80203, hereinafter referred to as "Buyer", by these presents, does hereby remise, release, sell, convey and QUITCLAIM unto the Buyer, its successors and assigns, the following personal property:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns, under such terms and conditions as are set forth in that certain Contract between Buyer and the Kelton Heights Water and Sanitation District dated August 15, 1981 and assigned to Seller on October 1, 1985.

IN WITNESS WHEREOF, Seller has hereunto set its hand this 4th day of May, 1987.



U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C. 20250

TO: [illegible]  
FROM: [illegible]  
SUBJECT: [illegible]  
[illegible text follows]



[illegible text follows]

BANCROFT-CLOVER WATER AND  
SANITATION DISTRICT

By: *Fred W. Weishaupl, Jr.*  
President

2

Attest:

By: *Donald E. Bland*  
Secretary

State of Colorado )  
 ) ss.  
County of Jefferson )

The foregoing instrument was acknowledged before  
me this 4th day of May, 1987, by Fred W. Weishaupl, Jr.  
President and Donald E. Bland as Secretary of the  
Bancroft-Clover Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: July 20, 1987

My address is : 900 S. Wadsworth Blvd.

Lakewood, CO 80226

*Heleen L. Whitney*  
Notary

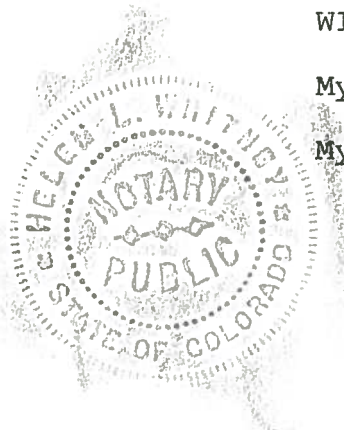




EXHIBIT A

Page 1 of 3

3

- a. 2,689 + feet of asbestos cement 6-inch pipe with all appurtenances located (a) on South Harlan Street between Mississippi Avenue and one-third block north of West Kentucky Avenue, and (b) on West Kentucky Avenue between South Harlan Street and South Fenton Street.
- b. 5,255 + feet of asbestos cement 8-inch pipe with all appurtenances located (a) on Mississippi Avenue between South Harlan Street and South Chase Street, (b) on South Eaton Street between Mississippi Avenue and a 10-foot easement about one block north of Mississippi Avenue, (c) on South Ames Street between Shirley Place and a 10-foot easement about one block north of Mississippi Avenue, (d) on South Chase Street between a 10-foot easement about one block north of Mississippi Avenue and West Kentucky Avenue, (e) on South Depew Street between West Kentucky Avenue and West Ohio Avenue, and (f) on West Kentucky Avenue between South Fenton Street and South Depew Street.
- c. 2,744 + feet of asbestos cement 12-inch pipe, with all appurtenances located (a) on Mississippi Avenue between South Chase Street and South Ames Street, (b) on South Chase Street between Mississippi Avenue and a 10-foot easement about one block north of Mississippi Avenue, and (c) on West Ohio Avenue between South Depew Street and South Sheridan Boulevard.
- d. Fifteen fire hydrants located within the project area.
- e. One 8-inch compound water meter.
- f. 120 + service and tap connections with + 4200 feet of three quarter inch copper pipe and + 120 meters and meter pits.

All of the above are shown on the following pages 2 and 3.



1. The first section of the report describes the location of the site and the surrounding area. It includes a map of the site and the surrounding area, showing the location of the site relative to the surrounding area.

2. The second section of the report describes the results of the field work. It includes a description of the site and the surrounding area, and a description of the results of the field work. It includes a description of the site and the surrounding area, and a description of the results of the field work.

3. The third section of the report describes the results of the laboratory work. It includes a description of the site and the surrounding area, and a description of the results of the laboratory work. It includes a description of the site and the surrounding area, and a description of the results of the laboratory work.

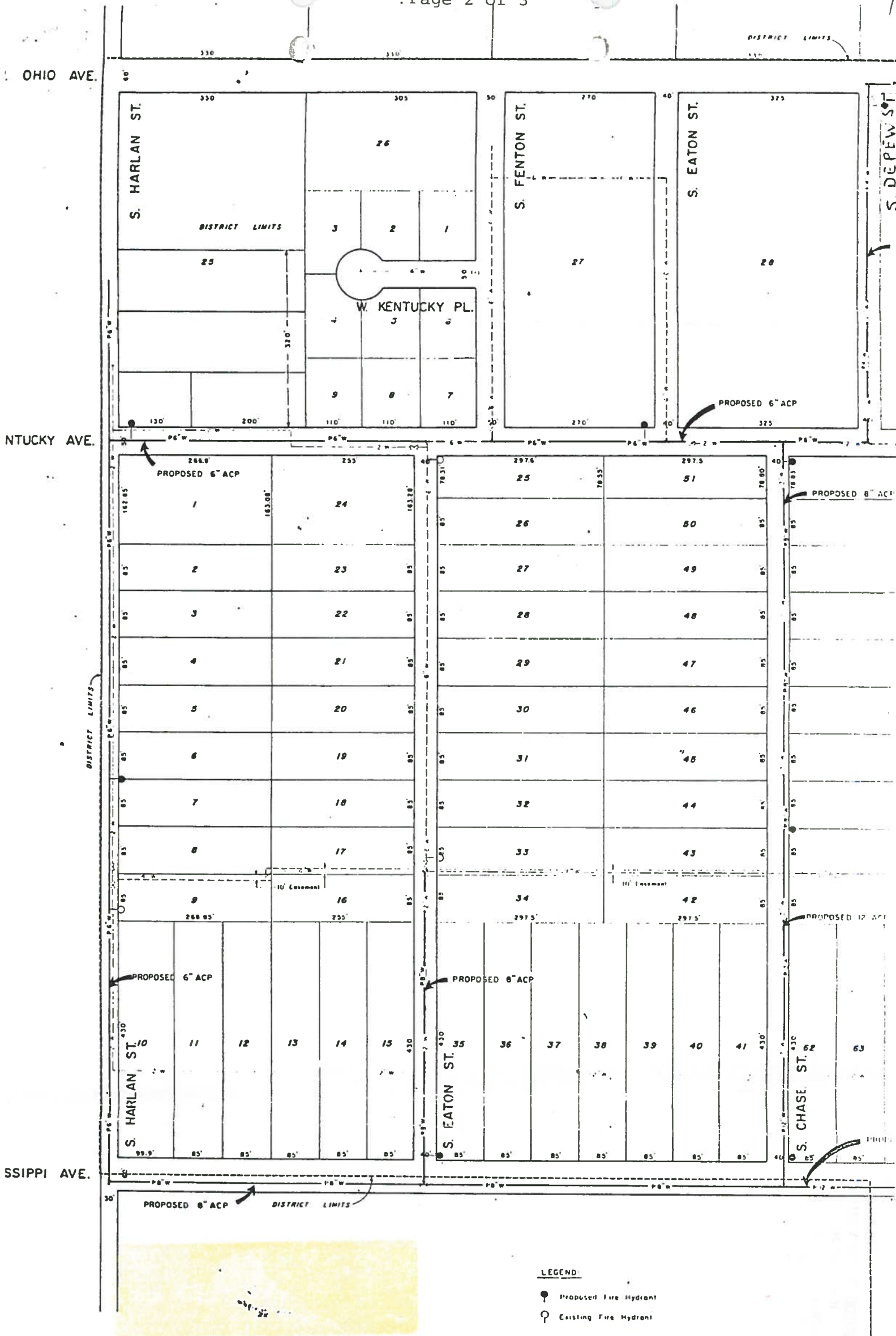
4. The fourth section of the report describes the results of the analysis. It includes a description of the site and the surrounding area, and a description of the results of the analysis. It includes a description of the site and the surrounding area, and a description of the results of the analysis.

5. The fifth section of the report describes the results of the interpretation. It includes a description of the site and the surrounding area, and a description of the results of the interpretation. It includes a description of the site and the surrounding area, and a description of the results of the interpretation.

6. The sixth section of the report describes the results of the conclusions. It includes a description of the site and the surrounding area, and a description of the results of the conclusions. It includes a description of the site and the surrounding area, and a description of the results of the conclusions.

7. The seventh section of the report describes the results of the recommendations. It includes a description of the site and the surrounding area, and a description of the results of the recommendations. It includes a description of the site and the surrounding area, and a description of the results of the recommendations.

4

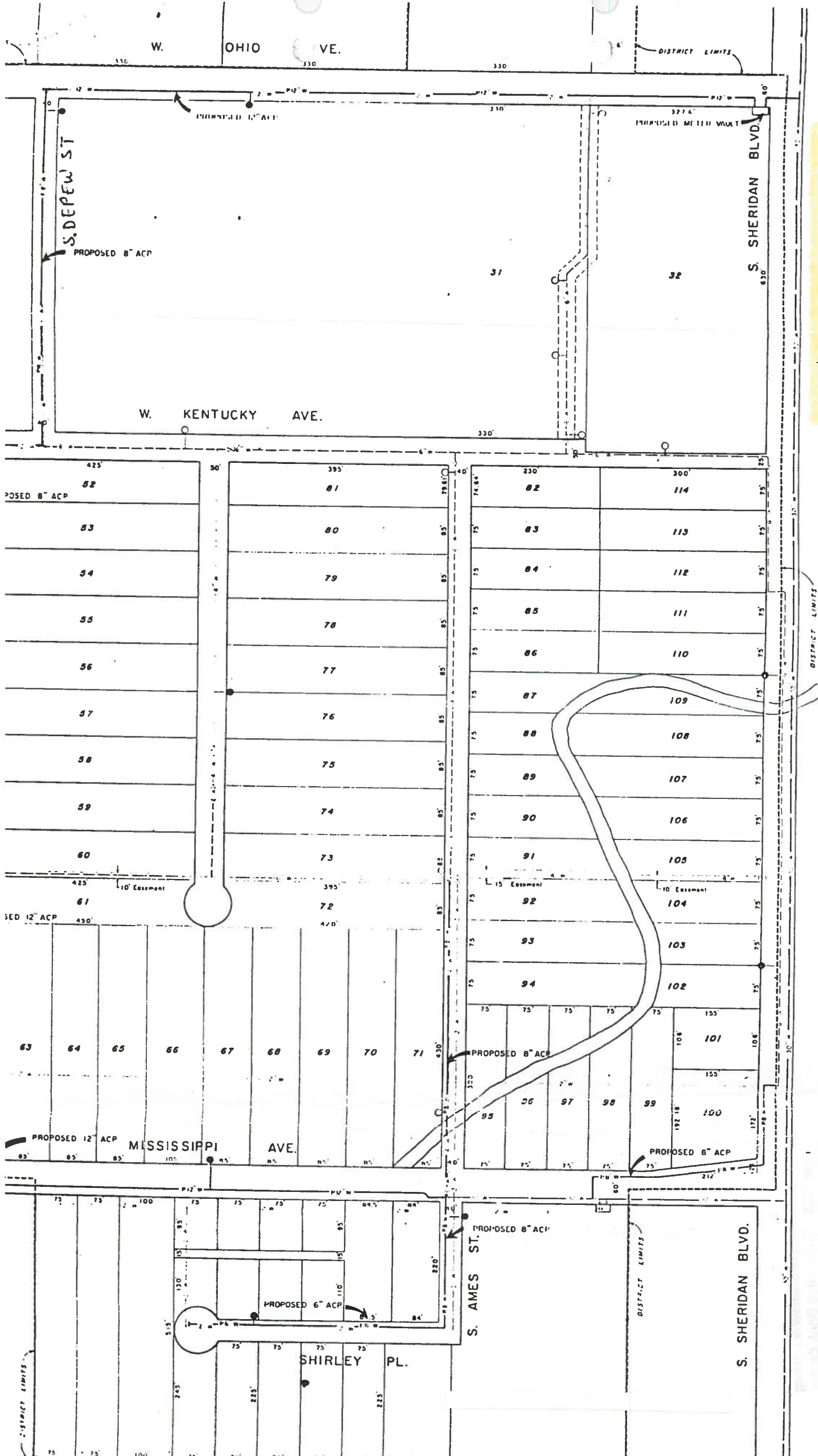


KELTON HEIGHTS WATER DISTRICT



Cullins, Kramer, Grimshaw & Haring  
Suite 3800, One United Bank Center  
1700 Lincoln Street  
Denver, Colorado 80203

5



Calkins, Kramer, Grimshaw & Harring  
Suite 3800, One United Bank Center  
1700 Lincoln Street  
Denver, Colorado 80203

13

DEPARTMENT OR AGENCY NUMBER
34-64-00
CONTRACT ROUTING NUMBER
86/27

SECOND AMENDMENT  
PROJECT  
CONTRACT

No encumbrance

Ac 86/1020  
1021

THIS CONTRACT, made this 1st day of October 1985, by and between the State of Colorado for the use and benefit of the Department of '1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and '2 the Kelton Heights Water and Sanitation District, 900 S. Wadsworth Blvd. Lakewood, CO 80227, hereinafter referred to as the contractor,

WHEREAS, 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 in Fund Number 4008, G/L Account Number 5306X, Contract Encumbrance Number C153361; and ABL Account Number 13060, Org. Unit 77-77-777,

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

WHEREAS, the State and the Contractor did on September 15, 1983, agree to amend the original August 15, 1981, contract, which contract amendment changed the terms applicable to the Contractor's installment payments; and

WHEREAS, the Contractor is entering, contemporaneously with this second contract amendment, into an agreement to assign to the Bancroft-Clover Water and Sanitation District (Bancroft-Clover) all of its duties and rights under the original August 15, 1981, contract, as amended, except those specified in paragraph A.12. thereof, which paragraph required the Contractor to make annual payments to the State of ~~Twenty-Two Thousand Two Hundred Sixty-Five Dollars and Ninety Cents (\$22,265.90)~~ for a total of Thirty-Nine (39) years; and

WHEREAS, the Contractor is entering, contemporaneously with this contract, into an indenture of trust with the Denver National Bank, which indenture provides that the Denver National Bank, as trustee, will, on August 15, 1985, and every year thereafter through the year 2012, pay to the State the amount owed as hereinafter set forth in paragraph A.12. of the contract as hereby amended; and

WHEREAS, the parties agree that it would be mutually beneficial to amend again paragraph A.12. of the contract so that full repayment of the amount the Contractor owes the State shall be made in thirty (30) years rather than the forty (40) years previously provided in the contract, which amended repayment schedule will require twenty-seven (27) annual payments through the year 2012 in the amount of Twenty-Two Thousand Two Hundred Sixty-Five Dollars and Ninety Cents (\$22,265.90) and repayment of the entire remaining principal on November 30, 2012, of One Hundred Five Thousand Forty-One Dollars and Twenty-Five Cents (\$105,041.25), instead of the thirty-nine (39) annual payments of Twenty-Two Thousand Two Hundred Sixty-Five Dollars and Ninety Cents (\$22,265.90) as required in the contract previously;

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

1. The Contractor, in consideration for the State's promises herein set forth, promises to indemnify, save and hold harmless and defend the State, and all of its employees and agents, acting officially or otherwise, from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of and injuries to, or death of all persons whatsoever, which may occur, or is sustained in connection with the performance of this contract, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.



2. The original August 15, 1981, contract and the September 15, 1983, first amendment thereto between the parties, copies of which are attached hereto and made a part hereof as if fully set forth herein and are identified for reference as Exhibit A and Exhibit B, respectively, hereinafter collectively referred to as "the contract," shall remain in full force and effect except as modified and amended herein.

3. Pursuant to paragraph D. of the contract, the State hereby consents to the Contractor's assignment of all of its rights and duties under the contract, with the exception of those duties contained in paragraph A.12. to Bancroft-Clover. A copy of said assignment is attached hereto and made a part hereof as if fully set forth herein and is identified for reference as Exhibit C.

4. The State also hereby consents to the trust indenture entered between the Contractor and the Denver National Bank, as trustee, a copy of which is attached hereto and made a part hereof as if fully set forth herein and which is identified for reference as Exhibit D.

5. Paragraph A.12. of the contract is further amended to read as follows:

**PAID  
IN FULL**  
12. Purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of Seven Hundred Seventy-Three Thousand Six Hundred Thirty Seven Dollars and Ninety-One Cents (\$773,637.91), payable in twenty-seven (27) annual installments of Twenty-Two Thousand Two Hundred Sixty-Five Dollars and Ninety Cents (\$22,265.90) due and payable on August 15, 1986, and yearly thereafter. Furthermore, on November 30, 2012, the Contractor shall tender the entire principal sum remaining of One Hundred Five Thousand Forty-One Dollars and Twenty-Five Cents (\$105,041.25). The said installment payments, as well as the final payment of principal, shall be made payable to the Colorado Water Conservation Board at the offices of said board in Denver, Colorado.

6. All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

a. For the State

J. William McDonald, Director  
Colorado Water Conservation Board  
721 State Centennial Building  
1313 Sherman Street  
Denver, CO 80203  
Attn: Nick Ioannides

b. For the Contractor

Elmer Schuster, President  
and Chairman  
Kelton Heights Water and  
Sanitation District  
900 So. Wadsworth Blvd.  
Lakewood, CO 80227

## SPECIAL PROVISIONS

## CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

## FUND AVAILABILITY

2. 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.

## BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before entering the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with 38-26-106 CRS, as amended.

## MINIMUM WAGE

4. Except as otherwise provided by law, if this contract is in excess of one hundred fifty thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public works (except highways, highway bridges, underpasses and highway structures of all kinds or contracts for any purpose to which the state department of highways or the chief engineer is a party) within the geographical limits of the State, the rate of wages for all laborers and mechanics employed by the contractor or any subcontractor on the building or other public works covered under the contract shall not be less than the prevailing rate of wages for work of a similar nature in the county, city and county, or municipality of the State in which the building or other public works is located. The prevailing rate of wages and the resolution of any disputes resulting therefrom shall be as prescribed by 8-16-101 CRS, as amended.

## DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.



(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

### COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

### GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et. seq. (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

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

STATE OF COLORADO  
RICHARD D. LAMM, GOVERNOR

(Full Legal Name) \_\_\_\_\_

By \_\_\_\_\_  
\*5 EXECUTIVE DIRECTOR.

Contractor By: \_\_\_\_\_

DEPARTMENT  
OF \_\_\_\_\_

Position (Title) \_\_\_\_\_

\_\_\_\_\_  
Social Security Number or Federal I.D. Number

(If Corporation:)

Attest: (Seal)

By \_\_\_\_\_  
Secretary

APPROVALS

ATTORNEY GENERAL

CONTROLLER

By \_\_\_\_\_

By \_\_\_\_\_

APPROVALS

DUANE WOODARD, ATTORNEY GENERAL  
STATE OF COLORADO

By -----

(Name)

First Assistant Attorney General  
General Legal Services Section

JAMES A. STROUP, CONTROLLER  
STATE OF COLORADO

By -----

(Name)

(Title)

**PAID  
IN FULL**

AG Alpha No. NR WC IJUI  
AG File No. CNR8503638/AA

Page 5 of 6 pages

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

KELTON HEIGHTS WATER  
AND SANITATION DISTRICT

By Elmer A. Schuster  
ELMER SCHUSTER  
President and Chairman  
Federal I.D. No. 840907040

STATE OF COLORADO  
RICHARD LAMM, GOVERNOR

By David H. Getches  
DAVID H. GETCHES  
Executive Director  
Department of Natural Resources

APPROVALS:

DENVER NATIONAL BANK,  
AS TRUSTEE FOR KELTON HEIGHTS  
WATER AND SANITATION DISTRICT

By Harold J. Ladwig  
HAROLD J. LADWIG  
Trust Officer  
STEPHEN A. KING  
Vice President & Trust Officer

and

By Gloria Schofield  
(Name) GLORIA SCHOFIELD  
Trust Officer Vice President & Trust Officer

BAN CROFT CLOVER WATER  
AND SANITATION DISTRICT

By Donald E. Blood  
(Name)  
President

COLORADO WATER CONSERVATION BOARD

By David W. Wach  
W. WILLIAM McDONALD  
Director

**PAID  
IN FULL**

Ac 84/1015

DEPARTMENT OR AGENCY NUMBER
34 04-00
CONTRACT ROUTING NUMBER
84251

Reduction in Encumbrance

From: \$449,000.00

To: \$441,306.60

*5 to decrease*CONTRACT  
AMENDMENT

THIS CONTRACT, made this 15th day of September 1983, by and between the State of Colorado for the use and benefit of the Department of 1 Natural Resources (Colorado Water Conservation Board),

hereinafter referred to as the State, and 2 the Kelton Heights Water and Sanitation District, 900 S. Wadsworth Blvd., Lakewood, CO 80227,

hereinafter referred to as the contractor,

WHEREAS, 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 in Fund Number 4008, G/L Account Number 5306X, Contract Encumbrance Number C153361, and ABL Account Number 13060, Org. Unit 77-77-777,

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

WHEREAS, the State and the Contractor did on August 15, 1981, enter into a contract for State participation in the construction of the Kelton Heights water supply project for the benefit of the members of the Kelton Heights Water and Sanitation District in Jefferson County, Colorado, which contract is attached hereto as Exhibit A and is hereby incorporated herein; and

WHEREAS, the Contractor has completed the required project with less money than what was originally anticipated; and

WHEREAS, the Contractor has made one yearly payment of Twenty-Two Thousand Eight Hundred Eighty-Five Dollars and Fifty-Six Cents (\$22,885.56).

NOW THEREFORE in consideration of the mutual and dependent covenants herein contained, it is agreed by the parties hereto as follows:

1. The terms and provisions of paragraph A.12., C.1., and I. of that certain contract dated August 15, 1981, attached hereto as Exhibit A and incorporated herein by reference, shall no longer be effective. All other terms and provisions of that certain contract dated August 15, 1981, shall remain in full force and effect.

2. Paragraph A.12. is amended to read as follows:

12. Purchase from the State all of the State's right, title and interest in said project and any facilities thereof at a total purchase price of Eight Hundred Sixty-Eight Thousand Three Hundred Seventy Dollars and Twenty-One Cents (\$868,370.21) payable in Thirty-Nine (39) annual installments of Twenty-Two Thousand Two Hundred Sixty-Five Dollars and Ninety Cents (\$22,265.90) each, which first installment shall be due and payable on August 15, 1984, and yearly thereafter until the entire principal sum shall have been paid. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado.

3. Paragraph C.1. is amended to read as follows:

C. The State agrees that it shall:

1. Make available to the Contractor for the purpose of this contract not to exceed the sum of Four Hundred Forty-One Thousand Three Hundred Six Dollars and Sixty Cents (\$441,306.60). Said Four Hundred Forty-One Thousand Three Hundred Six Dollars and Sixty Cents (\$441,306.60) shall be made available to the Contractor in accordance with the following terms and conditions:



- a. Beginning with the monthly period commencing August 15, 1981, and for every month thereafter until said project has been completed, the Contractor shall prepare with the assistance of the consulting engineer referred to in paragraph A.1. above an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.
- b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Contractor the amount of the monthly estimate or such portion thereof as has been approved by the State.
- c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State.

4. Paragraph I. is amended to read as follows:

I. Upon completion of the payment of the full purchase price to the State in the sum of Eight Hundred Sixty-Eight Thousand Three Hundred Seventy Dollars and Twenty-One Cents (\$868,370.21) as set forth in paragraph A.12. of this contract, the State agrees to convey to the Contractor all the State's right, title, and interest in and to the project by deed or other proper conveyance.

**CONTROLLER'S APPROVAL**

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

**FUND AVAILABILITY**

2. 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.

**BOND REQUIREMENT**

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

**MINIMUM WAGE**

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

**DISCRIMINATION AND AFFIRMATIVE ACTION**

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

#### COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

#### GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

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

KELTON HEIGHTS WATER  
AND SANITATION DISTRICT

Contractor Charles F. Smith

Position President

84-0907040

Federal I. D. Number

STATE OF COLORADO  
RICHARD D. LAMM, GOVERNOR

By [Signature]  
EXECUTIVE DIRECTOR, DAVID H. GETCHES

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By [Signature]  
WILLIAM McDONALD, DIRECTOR

APPROVALS

CONTROLLER

JAMES A. STROUP

ATTORNEY GENERAL

DUANE WOODARD

By

A. H. JEWELL, JR.

First Assistant Attorney General  
General Legal Services

By



DEPARTMENT OR AGENCY NUMBER
-04-00
CONTRACT ROUTING NUMBER
7743

\$449,000

## CONTRACT

THIS CONTRACT, made this 15th day of August 1981, by and between the State of Colorado for the use and benefit of the Department of '1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and '2 Kelton Heights Water and Sanitation District, 900 South Wadsworth Boulevard, Lakewood, Colorado 80227, hereinafter referred to as the contractor,

WHEREAS, 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 in Fund Number 4008, G/L Account Number 5306X, Contract Encumbrance Number C15336; and

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

WHEREAS, '3 pursuant to the provisions of 37-60-119, Colorado Revised Statutes 1973, as amended, the State is authorized to construct certain water projects for the benefit of the people of the State; and

WHEREAS, the Contractor is a water district in the State of Colorado and wishes to improve its present water system, hereinafter called the project, for the members of the Kelton Heights Water District in Jefferson County, Colorado, at an estimated cost of Four Hundred Fifty Thousand Dollars (\$450,000); and

WHEREAS, a feasibility investigation of said project was conducted and it was found that such a project is economically feasible; and

WHEREAS, the State has agreed to construct said project and to sell the same to the Contractor upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and

WHEREAS, pursuant to Senate Bill No.67, Fifty-Second General Assembly of the State of Colorado, duly enacted into law, the Colorado Water Conservation Board has been authorized to expend a sum not to exceed Four Hundred Fifty-Three Thousand Dollars (\$453,000) for construction of the project;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the parties hereto as follows:

A. The Contractor agrees that it shall:

1. Employ an engineering firm to prepare project plans and specifications for the proposed project. Both the engineering firm and the project plans and specifications shall be approved by the State.

2. Sub-contract the construction of said project to a responsible and capable firm, said project to be completed within two (2) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all sub-contracts before they become effective. The above-mentioned time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.



3. Require all Sub-contractors to indemnify the State and the Contractor against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of any subcontract or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. Require all Sub-contractors to maintain liability insurance in at least the following amounts:

- a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).
- b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

Said liability insurance shall name the Contractor and the State as co-insureds. No payments shall be made under this contract unless a copy of a certificate of said liability insurance has been filed with the Colorado Water Conservation Board.

5. Convey or cause title to be conveyed by deed or other proper conveyance to the Colorado Water Conservation Board, Department of Natural Resources, State of Colorado, the following portions of the proposed project facilities within thirty (30) days of their completion:

- a. 2,689  $\pm$  feet of asbestos cement 6-inch pipe with all appurtenances located (a) on South Harlan Street between Mississippi Avenue and one-third block north of West Kentucky Avenue, and (b) on West Kentucky Avenue between South Harlan Street and South Fenton Street.
- b. 5,255  $\pm$  feet of asbestos cement 8-inch pipe with all appurtenances located (a) on Mississippi Avenue between South Harlan Street and South Chase Street, (b) on South Eaton Street between Mississippi Avenue and a 10-foot easement about one block north of Mississippi Avenue, (c) on South Ames Street between Shirley Place and a 10-foot easement about one block north of Mississippi Avenue, (d) on South Chase Street between a 10-foot easement about one block north of Mississippi Avenue and West Kentucky Avenue, (e) on South Depew Street between West Kentucky Avenue and West Ohio Avenue, and (f) on West Kentucky Avenue between South Fenton Street and South Depew Street.
- c. 2,744  $\pm$  feet of asbestos cement 12-inch pipe, with all appurtenances located (a) on Mississippi Avenue between South Chase Street and South Ames Street, (b) on South Chase Street between Mississippi Avenue and a 10-foot easement about one block north of Mississippi Avenue, and (c) on West Ohio Avenue between South Depew Street and South Sheridan Boulevard.
- d. Fifteen fire hydrants located within the project area.
- e. One 8-inch compound water meter.
- f. 120  $\pm$  service and tap connections with  $\pm$  4200 feet of three quarter inch copper pipe and  $\pm$  120 meters and meter pits.

All of the above are shown in Appendix A.

6. Permit periodic inspection of construction by authorized representatives of the State during and after construction.

7. Without expense to the State, manage, operate, and maintain the project system continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance. The Contractor shall maintain general liability insurance covering its management, operation, and maintenance of the project system until it has completed purchase of the project system from the State in at least the following amounts:

a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).

b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

Said liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the Colorado Water Conservation Board prior to the start of the operation of the project system.

8. Make the services of said project available within its capacity to all persons in the Contractor's service area without discrimination as to race, color, religion, or natural origin at reasonable charges including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, formally adopted by the Contractor through its board of directors, as may be modified from time to time by the Contractor. The initial rate schedule must be approved by the State. Thereafter, the Contractor may, subject to the approval of the State, make such modifications to the rate schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory.

9. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair services, obsolescence reserves, and debt reserves.

10. Expand the system from time to time to meet reasonable growth or service requirements in the area within its jurisdiction.

11. Provide the State with such periodic reports as it may require and permit periodic inspections of its operations and accounts by a designated representative of the State.

12. Purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of Nine Hundred Fifteen Thousand Four Hundred Twenty-Two Dollars and Forty Cents (\$915,422.40) payable in Forty (40) annual installments of Twenty-Two Thousand Eight Hundred Eighty-Five Dollars and Fifty-Six Cents (\$22,885.56) each, which first installment shall be due and payable on August 15, 1983, and yearly thereafter until the entire principal sum shall have been paid. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado.

13. Obtain and maintain general hazard insurance on the project system in an amount not less than the amount owing to the State for purchase of the project system until the Contractor has purchased the project system. The State shall be the sole insured of this policy. The purchase price payable to the State shall be reduced in the amount of any payments made to the State under this insurance coverage; if only a portion of the purchase price is paid to the State under this policy, the number of installment payments shall remain unchanged, however the amount of each payment shall be reduced.

14. Comply with Construction Fund Program Procedures attached hereto as Schedule A.

B. Upon default in the payments herein set forth to be made by the Contractor, or in the performance of any covenant or agreement contained herein, the State, at its option, may (a) declare the entire principal amount then outstanding immediately due and payable; (b) for the account of the Contractor incur and pay reasonable expenses for repair, maintenance, and operation of the system herein described and such expenses as may be necessary to cure the cause of default; and/or (c) take possession of the system, repair, maintain, and operate or lease it. The provisions of this contract may be enforced by the State at its option without regard to prior waivers by it of previous defaults by the Contractor, through judicial proceedings to require specific performance of this contract or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of this contract and the laws and regulations under which this contract is made.

C. The State agrees that it shall:

1. Make available to the Contractor for the purpose of this contract not to exceed the sum of Four Hundred Forty-Nine Thousand Dollars (\$449,000). Said Four Hundred Forty-Nine Thousand Dollars (\$449,000) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing August 15, 1981, and for every month thereafter until said project has been completed, the Contractor shall prepare with the assistance of the consulting engineer referred to in paragraph A.1. above an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Contractor the amount of the monthly estimate or such portion thereof as has been approved by the State.

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State.

2. Provide the Contractor with such technical assistance as the State deems appropriate in planning, constructing, and operating the project and in coordinating the project with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

D. This contract is not assignable by the Contractor except with written approval of the State.

E. The parties to this contract intend that the relationship between them contemplated by this contract is that of employer-independent contractor. No agent, employee, or servant of the contractor shall be or shall be deemed to be an employee, agent, or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Sub-contractors during the performance of this contract.

F. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws that have been or may hereafter be established.

G. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the state fiscal rules.

H. In its sole discretion, the State may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Contractor's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purposes of this contract or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

I. Upon completion of the payment of the full purchase price to the State in the sum of Nine Hundred Fifteen Thousand Four Hundred Twenty-Two Dollars and Forty Cents (\$915,422.40) as set forth in paragraph A.12. of this contract, the State agrees to convey to the Contractor all of the State's right, title, and interest in and to the project by deed or other proper conveyance.

J. The Colorado Water Conservation Board, its agents and employees, is hereby designated as the agent of the State for the purpose of this contract.



**CONTROLLER'S APPROVAL**

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

**FUND AVAILABILITY**

2. 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.

**BOND REQUIREMENT**

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

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5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

#### COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

#### GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

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

KELTON HEIGHTS WATER  
AND SANITATION DISTRICT

Contractor

Position

EMPLOYER I. D. NUMBER  
84-0748050

By J. D. MacFARLANE  
ATTORNEY GENERAL

By

ANAL JEWELL JR.  
Assistant Solicitor General  
General Legal Services

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By

Robert D. Stull  
EXECUTIVE DIRECTOR, D. MONTE PASCOE  
DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By

J. William McDonald  
J. WILLIAM McDONALD, DIRECTOR

APPROVALS

By R. GARRETT MITCHELL  
CONTROLLER

By

## SCHEDULE A

### COLORADO WATER CONSERVATION BOARD CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.
2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.
3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).
4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.
5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).
6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.
7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.
8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.
9. Final inspection and acceptance of as-built project by Board staff.
10. Submittal of as-built drawings to Board staff for approval and filing.

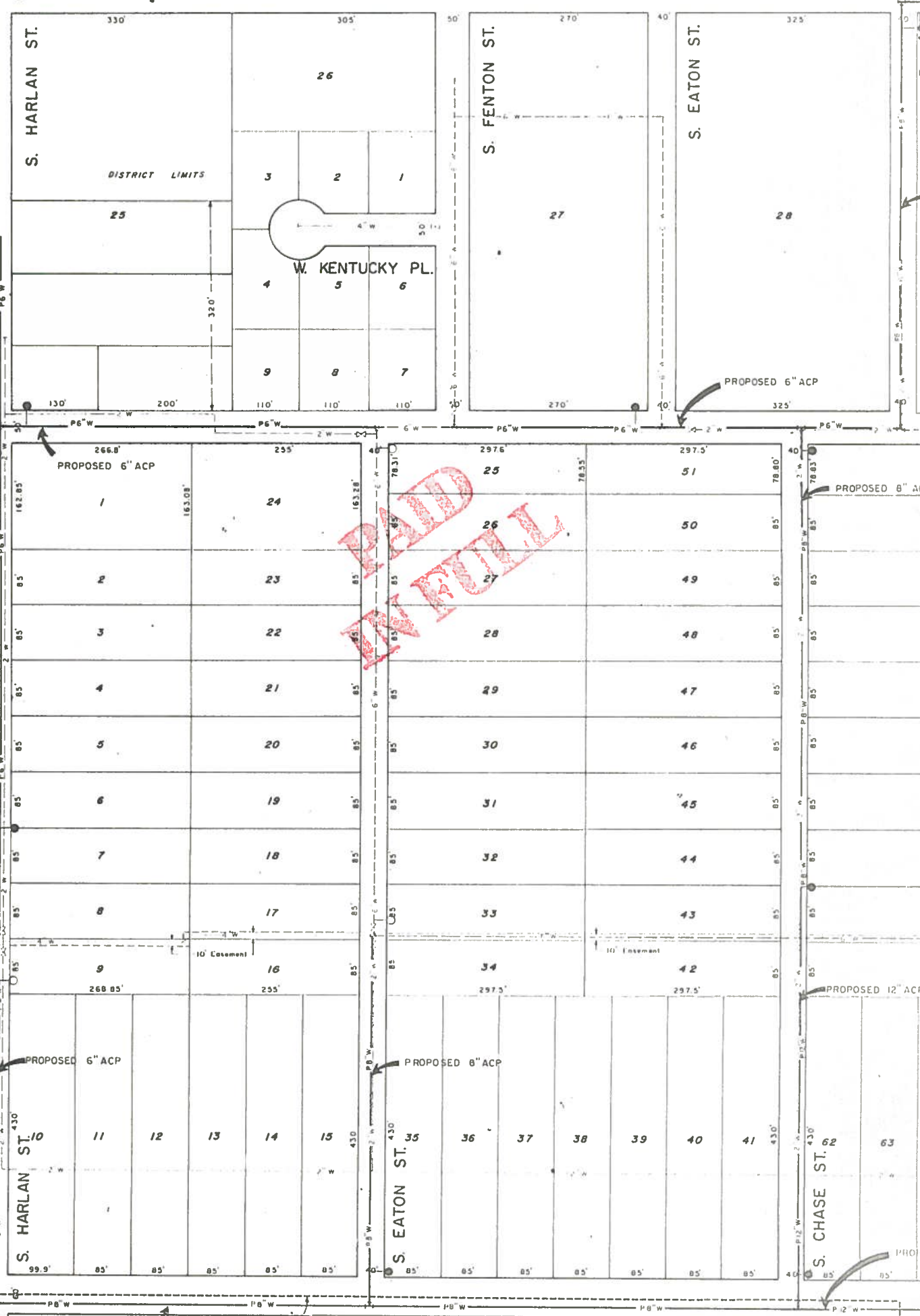


W. OHIO AVE.

KENTUCKY AVE.

MISSISSIPPI AVE.

DISTRICT LIMITS



LEGEND

- Proposed Fire Hydrant
- Existing Fire Hydrant

KELTON HEIGHTS WATER DISTRICT



SCALE: 1" = 100'

APPENDIX A-1





## EXHIBIT C

## WATER LINE EXTENSION AGREEMENT

AGENCY 34-

CONTROL #

GL #

04-01-8  
86128  
5206x

2400

THIS AGREEMENT made and entered into this 12th day of April, 1982, by and between the KELTON HEIGHTS WATER AND SANITATION DISTRICT, a quasi-municipal corporation, operating and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as "District", and the SOUTH SHERIDAN BAPTIST CHURCH, hereinafter called "Customer."

## WITNESSETH:

WHEREAS, Customer is the owner of property within the boundaries of the District which is proposed to be served by facilities constructed pursuant to this Agreement; and

WHEREAS, Customer wishes to have water facilities constructed to serve said property and to connect the facilities to the water system of the District; and

WHEREAS, Customer's unique demands for water pressure for fire flow require the District to oversize adjacent water main lines and to make an additional connection to the distribution conduit in South Sheridan Boulevard; and

WHEREAS, the District has obtained a loan from the Colorado Water Conservation Board to upgrade the water system of the District, and

WHEREAS, District is not required to enlarge or extend its facilities beyond those necessary to provide standard service to residential and commercial properties currently existing and all such enlargements or extensions are undertaken in the discretion of the District in exercising its proprietary function and in the interest of the public health, safety and welfare;

NOW, THEREFORE, in consideration of the premises, the mutual advantages accruing to the parties herein and in consideration of the performance of the covenants agreed to

be performed by the parties hereto, it is mutually understood " and agreed as follows, to-wit:

1. Facilities. The facilities which are the subject of this Agreement are: 2

A. Meter vault and a 12-inch feeder main, including bore, on South Sheridan Boulevard, plus 375 feet of 12-inch main on West Ohio Avenue.

B. 12-inch main on West Ohio Avenue from South Depew Street to a 6-inch main extended south into Customer's property.

C. 8-inch main on South Depew Street and 8-inch main on West Kentucky Avenue from South Depew Street to South Chase Street.

D. 12-inch mains on South Chase Street and West Mississippi Avenue.

2. With regard to the facilities, the District agrees:

A. To construct the facilities which have been designed and oversized to provide the required fire flow to Customer;

B. To obtain the Denver Water Department's approval of the plan(s) and the specification(s) prior to construction;

C. To construct the facilities in compliance with the approved plans and specifications.

D. To permit the connection of Customer to the facilities upon completion and upon payment of the District's then current water tap fee so long as Customer is current in its payments to the District pursuant to Paragraph 4 herein and upon compliance with the rules and regulations of the District.

3. Operation and Maintenance of Facilities. District shall have full responsibility for operation and maintenance of the facilities and any costs incurred in

connection therewith. Customer shall have no ownership interest in the facilities.

4. Payment. Payment for the facilities shall be made as follows:

3

A. Customer shall pay the District for the District's actual costs to construct the facilities. Actual costs shall include engineering fees for design, construction and inspection. Attorney fees for the preparation of this agreement shall also be included.

B. Customer shall pay the District the above costs, less the credit, as an addition to its bi-monthly service charge over a 40-year period, amount to bear interest at the rate of 4% per annum on the unpaid principal balance.

C. There shall be no penalty for pre-payment.

D. It is estimated at this time that the cost of the facilities will be \$92,420.62, as set forth in Exhibit "A", attached hereto and made a part hereof by this reference. This cost shall be adjusted following the completion of the facilities to reflect actual cost. If the Customer's share of the construction costs of the facilities exceeds the \$92,420.62 estimated, Customer shall immediately pay the excess to the District. If Customer's share is less than the \$92,420.62 estimated, the difference shall be treated as a pre-payment of the principal.

E. The District shall credit the Customer, against these costs, the cost of an 8-inch water meter previously purchased by Customer, that credit being \$4,795.00, and the District shall also credit the amount of \$25,000.00 received by the District as prepayment.

5. Enforcement of Contract. Customer and District acknowledge and agree that the payments to be made by Customer to District hereunder are incurred to provide service to the property and are in addition to and a part of

the water fees, rates, tolls and charges of the District and that the District may enforce payment of said charges in any manner by which the District is authorized by law to collect water fees, rates, tolls and charges, including the disconnection of service or the filing of a lien. Customer and the District acknowledge and agree that these charges are due and owing to the District even though under the loan agreement between the District and the Colorado Water Conservation Board the title to and ownership of the facilities remains with the Colorado Water Conservation Board until the loan has been repaid in full. In addition, Customer and District acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either party.

6. Covenant Running with the Land. Customer and the District agree that this Agreement shall be recorded and shall be a covenant running with the land benefitted which the parties agree is that land owned by Customer and described in Exhibit "B", attached hereto and made a part hereof by this reference.

7. Survival of Obligations. The provisions of this Agreement shall be deemed to survive any transfer of the facilities and shall be binding upon the successors, transferees and assigns of the parties.

IN WITNESS WHEREOF, the parties hereby have caused their names and seals to be affixed the day and year first above written.

CUSTOMER:  
SOUTH SHERIDAN BAPTIST CHURCH

ATTEST:

Frank L. Smith

By: Edward J. L. L. L.



STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss.

The foregoing instrument was acknowledged before me  
this 12<sup>th</sup> day of April, 1982, by Edward J. Nelson  
as Pastor and by Sharon L. Still as Church  
Clerk of the South Sheridan Baptist Church.

Witness my hand and official seal:

My commission expires: July 24, 1984

My address is:

5250 West Kentucky  
Lakewood  
Colorado 80226

Marilyn L. Dancy  
Notary Public

KELTON HEIGHTS WATER AND  
SANITATION DISTRICT

ATTEST:

Wayne E. Brunsilius  
Secretary

By: Charles W. Smith  
President

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss.

The foregoing instrument was acknowledged before me  
this 12 day of April, 1982, by Charles Smith as  
President and Wayne Brunsilius as Secretary of the Kelton  
Heights Water and Sanitation District, a quasi-municipal  
corporation of the State of Colorado.

Witness my hand and official seal:

My commission expires: 7-20-83

My address is:

6595 W. Ohio

Edward J. Nelson  
Notary Public

## ASSIGNMENT

This Assignment is made and entered into this 1 day of October, 1985 by and between the KELTON HEIGHTS WATER AND SANITATION DISTRICT (hereafter "Kelton"), and the BANCROFT-CLOVER WATER AND SANITATION DISTRICT (hereafter "Bancroft-Clover"), and is consented to by the STATE OF COLORADO, for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (hereafter "the State").

WHEREAS, Kelton and the State have entered into that certain Contract dated August 15, 1981, together with an Amendment dated September 15, 1983 and an amendment dated October 1, 1985 (the "Contract"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Kelton has petitioned the District Court in and for the County of Jefferson and State of Colorado for permission to dissolve the District upon the condition that the property presently within Kelton be included into Bancroft-Clover; and

WHEREAS, through a Trust Agreement with the Denver National Bank as Trustee, Kelton has established a financing plan which will provide sufficient funds for Kelton to perform the obligations called for by Section A, Paragraph 12 of the Contract; and

WHEREAS, Kelton wishes to delegate specified duties and assign specified rights which arise under the Contract to Bancroft-Clover and, in consideration of the inclusion of the property presently within Kelton into Bancroft-Clover, Bancroft-Clover wishes to accept such rights and duties.

EXHIBIT C

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of Agreement. Except as otherwise provided by this Assignment, Kelton hereby assigns transfers, and conveys to Bancroft-Clover all of Kelton's right, title and interest in and to the Contract.
2. Assumption of Duties. Except as otherwise provided by Paragraph 3 of this Assignment, Bancroft-Clover hereby accepts the Contract and assumes, accepts, covenants and agrees to perform and be bound by the duties, obligations, and responsibilities of Kelton under the Contract.
3. Kelton to Remain Liable. Kelton and Bancroft-Clover specifically agree that the duties, obligations and responsibilities of Kelton to repay the State pursuant to Paragraph A.12 of the Contract are not subject to the terms of this Assignment and that Kelton shall remain solely obligated to perform all such duties, obligations and responsibilities and to indemnify the State for any failure to do so, under Paragraph 1 of the Second Amendment to the Contract. Kelton specifically agrees and covenants to pay the total remaining purchase price of \$773,637.91, payable in 27 annual installments of \$22,265.90, with a final payment of the remaining principal sum of \$105,041.25 on November 30, 2012 until the entire obligation has been satisfied. Kelton shall remain solely obligated to the State for performance of the duties, obligations, and responsibilities called for under said paragraph. The State hereby agrees to look solely to Kelton for performance of said duties, obligations and responsibilities.



4. State Representations. The State acknowledges that Kelton has fully performed those duties, obligations and responsibilities in Section A, Paragraphs 1 through 5 and 14, and those duties, obligations and responsibilities contained in paragraphs 3 through 6 of the Special Provisions.
5. Kelton's Representations. Kelton acknowledges that the State has fully performed those duties, obligations and responsibilities contained in Section C of the Contract.
6. Novation. The State releases and extinguishes its right to look to Kelton for performance of those duties, obligations, and responsibilities contained in the Contract with the exception of those which are specified in Section A, paragraph 12 of the Contract, and agrees to look solely to Bancroft-Clover for the performance of the duties, obligations and responsibilities contained in the remainder of the Contract.
7. Warranties by Kelton. Kelton hereby covenants with and warrants to Bancroft-Clover that:
- a) At the time of the execution of this Assignment, Kelton is the lawful owner of interest in and to the Contract.
  - b) Kelton has not previously assigned, transferred or conveyed any of its right, title or interest in or to the Contract.
  - c) Kelton will not hereafter attempt to further assign, transfer or convey any of its right,

assign, transfer or convey any of its right,  
title or interest in or to the Contract to any  
other person or entity.

d) Kelton will not attempt to modify, amend, terminate,  
or waive any of the terms or conditions of the  
Contract.

e) Kelton is not in default under the terms of the  
Contract.

8. Reassignment. By its consent to this Assignment, the  
State shall not be deemed to have waived its rights  
under Section D of the Contract to approve any future  
assignments, if any.

9. Amendment. This Assignment may not be amended except  
in writing with consent of all the parties hereto.

10. Governing Law. This Assignment shall be governed by  
the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their  
hands this 15<sup>th</sup> day of October, 1985.

STATE OF COLORADO  
Richard D. Lamm, Governor

  
By: \_\_\_\_\_  
Executive Director,  
Department of Natural Resources

COLORADO WATER CONSERVATION BOARD

  
By: William McDonald, Director

Approvals:

DUANE WOODARD A.H. JEWELL, JR.  
Attorney General Asst. Assistant Attorney General  
General Legal Services

Controller

**JAMES A. STROUP**

ATTEST:

KELTON HEIGHTS WATER AND  
SANITATION DISTRICT

Kenneth Lowrey  
Secretary

Elmer A. Achurst  
President

ATTEST:

BANCROFT-CLOVER WATER AND  
SANITATION DISTRICT

EQ Fortier  
Secretary

Donald C Bland  
President

STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Assignment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by \_\_\_\_\_ as Executive Director of the Colorado Department of Natural Resources, and \_\_\_\_\_, as Director of the Colorado Water Conservation Board, and was approved by \_\_\_\_\_ as Attorney General of the State of Colorado and \_\_\_\_\_ as Controller of the State of Colorado.

Witness my hand and official seal.

[S E A L]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF Jefferson ) ss.

The foregoing Assignment was acknowledged before me this 16 day of September, 1985, by Emor Schuster as President of the Kelton Heights Water and Sanitation District and attested to by Kenneth Lowrey as Secretary of the Kelton Heights Water and Sanitation District.

Witness my hand and official sea.

[S E A L]

**PAID  
IN FULL**

Martha B Taylor  
Notary Public

My Commission Expires:  
10-8-86

STATE OF COLORADO )  
COUNTY OF Jefferson ) ss.

The foregoing Assignment was acknowledged before me this 18 day of September, 1985, by Donald E Bland as President of the Bancroft-Clover Water and Sanitation District and attested to by E. A. Fortner as Secretary of the Bancroft-Clover Water and Sanitation District.

Witness my hand and official seal.

[S E A L]

Martha B Taylor  
Notary Public

My Commission Expires:  
10-8-86

AC 80-10

DEPT.	MENT OR AGENCY NUMBER
	34-04-00
CONTRACT ROUTING NUMBER	
6296	

\$4,000.00

## CONTRACT

THIS CONTRACT, made this 15th day of August 1979, by and between the State of Colorado for the use and benefit of the Department of '1 Natural Resources (Colorado Water Conservation Board) hereinafter referred to as the State, and '2 Kelton Heights Water District, 900 So. Wadsworth Blvd., Lakewood, Colorado 80227 hereinafter referred to as the contractor,

WHEREAS, 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 in Fund Number 4008, G/L Account Number 5231X Contract Encumbrance Number C/53312, and

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

WHEREAS, <sup>3</sup>pursuant to the provisions of 37-60-119, Colorado Revised Statutes 1973, as amended, the Colorado Water Conservation Board is authorized to construct certain water projects for the benefit of the people of the State of Colorado; and

WHEREAS, the Kelton Heights Water District has made application to the Colorado Water Conservation Board for the construction of a water project for the purpose of improving the municipal water supply of the District; and

WHEREAS, the Contractor is a water district within the State of Colorado;

NOW THEREFORE, it is hereby agreed that

1. The Contractor agrees to have a feasibility report prepared and directed to the problem of improving the municipal water in the Water District in accordance with a proposal for project feasibility report prepared by the consulting firm of Camp Dresser & McKee, Inc., Writer's Tower, Suite 1100, 1660 So. Albion Street, Denver, Colorado 80222, and approved by the Colorado Water Conservation Board, received July 20, 1979, which proposal is attached hereto as Appendix A and made a part of this contract.

2. Ten (10) copies of the final report called for in this contract shall be furnished to the State not later than September 30, 1979, unless such time is extended by mutual agreement of the parties hereto.

3. As compensation for the services of the Contractor, the State agrees to pay the Contractor the sum of Four Thousand Dollars (\$4,000) in the manner following:

a. Sixty percent (60%), to wit, Two Thousand Four Hundred Dollars (\$2,400) of the total amount due in two (2) monthly installments of One Thousand Two Hundred Dollars (\$1,200) each, commencing on August 30, 1979.

b. The remaining forty percent (40%), to wit, One Thousand Six Hundred Dollars (\$1,600) within thirty (30) days following receipt and acceptance of the written report specified in paragraph 2 of this contract.

4. The total cost of services to be rendered by the Contractor is Eight Thousand Dollars (\$8,000), to be funded as follows:

a. Colorado Water Conservation Board	\$4,000
b. Kelton Heights Water District	\$4,000



In no event shall any payment in excess of Four Thousand Dollars (\$4,000) be the liability of the Colorado Water Conservation Board.

5. This contract is personal in nature and assignment of performance by the Contractor to another is prohibited unless prior approval in writing is granted by the State.

6. The Contractor is an independent Contractor and as such is not entitled to any benefits of the State personnel system.

PAID  
IN FULL

**CONTROLLER'S APPROVAL**

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

**FUND AVAILABILITY**

2. 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.

**BOND REQUIREMENT**

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

**MINIMUM WAGE**

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

**DISCRIMINATION AND AFFIRMATIVE ACTION**

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

#### COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

#### GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

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

KELTON HEIGHTS WATER DISTRICT

Contractor, by Karl R. Hoeprich  
Position Vice President

84-0748050

Employer I. D. Number

STATE OF COLORADO  
RICHARD D. LAMM, GOVERNOR

By Robert D. Stull  
EXECUTIVE DIRECTOR, HARRIS D. SHERMAN  
DEPARTMENT  
OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By Laren D. Morrill  
APPROVALS LAREN D. MORRILL, ACTING DIRECTOR

ATTORNEY GENERAL D. MacFARLANE

By DAN S. WHITEMORE  
CONTROLLER

By A. R. JEWELL, JR.  
Assistant Solicitor General  
General Legal Services