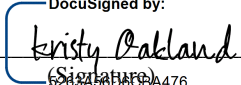
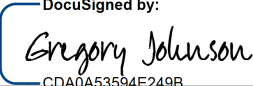
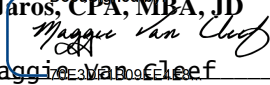


<p>Principal Representatives</p> <p>For the State:</p> <p>Kevin Reidy, Water Conservation Technical Specialist Department of Natural Resources Colorado Water Conservation Board 1313 Sherman St., Room 718, Denver, CO 80203 kevin.reidy@state.co.us 303-866-3441 x3252</p>	<p>For Borrower:</p> <p>Kirk Olds, Engineering and Project Management Manager Colorado Springs Utilities (CSU) 1521 S. Hancock Expressway Colorado Springs, CO 80947-1821 kolds@csu.org 719-668-3739</p>
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SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p>COLORADO SPRINGS UTILITIES (CSU)</p> <p>DocuSigned by:  62687458B059A476...</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: Principal Contracitng Agent</p> <p>Date: January 31, 2020 9:37 AM PST</p>	<p>STATE OF COLORADO</p> <p>Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p> <p>DocuSigned by:  CDA0A53594E249B...</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: Chief, water supply Planning Section</p> <p>Date: February 4, 2020 3:37 PM PST</p>
<p>2nd State or Grantee Signature if Needed</p> <p>By: _____</p> <p>(Signature)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LEGAL REVIEW</p> <p>Philip J. Weiser, Attorney General</p> <p>_____ N/A</p> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER</p> <p>Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  70E33099E1E6...</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: DNR Purchasing Director</p> <p>Date: February 15, 2020 5:15 PM PST</p> <p>Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in Exhibit B.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

- D. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the first page of this Grant Agreement.
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided by the Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- P. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any

obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. **Matching Funds.**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting

this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5D, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe

all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJJ, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees,

assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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COLORADO
Colorado Water
Conservation Board
Department of Natural Resources

Colorado Water Conservation Board

Water Plan Grant - Exhibit A

Statement Of Work

Date:	1/13/2020
Name of Grantee:	Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation (UTILITIES)
Name of Water Project:	Direct Potable Reuse (DPR) Demonstration
Funding Source:	CWCB Water Plan Grant, UTILITIES, Colorado School of Mines

Water Project Overview:

UTILITIES is conducting a Direct Potable Reuse (DPR) Demonstration project with the primary objective of educating our community, customers, staff, leadership and government officials on not only the viability but the potential financial, resiliency, and environmental benefits of DPR.

While UTILITIES does not believe DPR in Colorado Springs is imminent, we do believe it to be a likely component of our long-term strategy for efficient and cost-effective use of our reusable water supplies. This project will allow us to explore and better understand the potential benefits and constraints of DPR including but not limited to:

- Raw water quality for potable treatment
- Potable water quality
- Reduced conveyance pumping and associated energy consumption
- Reduced conveyance infrastructure
- Reduced transit losses
- Presence and removal of emerging contaminants of human health concern

The project will also allow UTILITIES to contribute to the long-term advancement of DPR research and technology by building a mobile, reusable asset that can be used by other entities and organizations to further investigate site/utility specific technical analysis and reuse benefits.

UTILITIES in partnership with Colorado School of Mines (Mines) and with the assistance of an engineering contractor, will build a mobile treatment unit to demonstrate proven technologies associated with DPR using secondary treated wastewater. The DPR unit will be capable of modifying process sequence based on source water quality.

**COLORADO**Colorado Water
Conservation Board

Department of Natural Resources

The mobile DPR treatment unit will be rated for 5-10 gallons per minute with a flexible treatment train that includes but may not be limited to the following unit processes:

- a. Ozone
- b. Biologically Active Filtration (BAF)
- c. Granular Activated Carbon
- d. Ultrafiltration
- e. Ultraviolet (UV)/Advanced Oxidation

Project Objectives:

Project goals include:

- Build a mutually beneficial relationship with Mines.
- Use as a sensory tool for DPR education and outreach to public, employee/leadership, and regulator/government groups.
- Create a local DPR “conversation” by hosting a beverage contest and participating in WateReuse Association’s 2020 Denver Symposium.
- Build on PureWater Colorado momentum to continue the advancement of DPR and associated technologies.
- Provide a resource for other entities investigating DPR viability for individual/regional water systems.

UTILITIES and Mines believe the mobile unit will benefit other entities interested in exploring DPR as a supply alternative. Anticipated benefits for other users are the ability to:

- Connect with Mines,
- Customize messaging for source and treatment specifics
- Focus operator training on processes for specific source water quality.

Tasks

Task 1 – General Project Management

Description of Task:



Tasks

Provide general oversight and coordination of tasks between all parties for the timely implementation and completion of the proposed DPR demonstration project.

Method/Procedure:

UTILITIES will be responsible for the overall project management of the DPR Demonstration. UTILITIES staff will manage the project in accordance with the applicable portions of its standardized project management practice as defined in UTILITIES Project Delivery Handbook (most current version), available upon request.

UTILITIES and Mines will be engaging a third-party engineer for design and operational support services for the mobile unit. The following excerpt from the Engineering Support Services Statement of Work (SOW) defines the engineer's project management task requirements:

The Contractor shall use knowledge, skills, tools, and techniques to meet or exceed the needs and expectations of UTILITIES for this project. The task shall include, but is not limited to:

General

- Prepare and submit a brief project plan and baseline schedule for review and approval by UTILITIES for Direct Potable Reuse Demonstration Engineering Design and Operations Support Services within fifteen (15) business days of Notice to Proceed (NTP). The baseline schedule shall meet the requirements set forth in Exhibit A - Attachment A3 Schedule Requirements.
- Provide monthly updates of project progress, schedule, and budget reports for services and activities. Provide monthly cash flow projection submittals for budgeting purposes. Projections must be re-forecast with each monthly submittal. Schedule reports shall be prepared in accordance with Exhibit A - Attachment A3 Schedule Requirements.
- Develop communication plan to coordinate and communicate with project team members.
- Prepare a project quality management plan detailing quality assurance (QA) and quality control (QC) processes and procedures to be used throughout the entire lifecycle of the project.
- Organize and facilitate an Initial Project Meeting/Kickoff with appropriate UTILITIES and CONTRACTOR representatives to review project requirements and establish roles and responsibilities for each project component.
- Submit all project deliverables, contract administration documents (invoices, amendments, meeting agendas, meeting minutes, etc.) and all project correspondence through UTILITIES' Project Management Software as a Service (PM SaaS) workflow management, document management, and reporting system (EADOC).



Tasks

- Prepare a comprehensive list of deliverables and submittals with scheduled submission dates.
- Organize and conduct deliverable review meetings as necessary to facilitate UTILITIES deliverable review and approval.
- Prepare monthly invoice in accordance with the agreement terms and conditions for the project.

Design

- Manage the tasks described in Attachment A2 – Engineering Services statement of work and coordinate with UTILITIES.
- Coordinate and facilitate review workshops at milestone deliverables.
- Prepare Project Health and Safety Plan. Provide job safety briefing and training, and ensure that CONTRACTOR's staff, subcontractors, and subconsultants are aware of on-site safety requirements.
- Coordinate, communicate via phone calls and email, and facilitate workshops as necessary with permitting agencies.

Deliverable:

The project shall include, but is not limited to, the deliverable items outlined below.

General

Electronic Files: Spatial data files must be compatible with ESRI ArcGIS standards for retrieval purposes. Map and drawing files shall be completed in AutoCAD Civil 3D V2014 or later with electronic copies provided in AutoCAD format in addition to searchable PDF files. All drawings files shall be modeled in 3D. Text and spreadsheet files shall be completed in Microsoft Word and Excel respectively, with electronic copies provided in Word/Excel format in addition to searchable PDF files. Input and output files for any engineering software used in the analysis must also be provided in addition to searchable PDF files of the results. All electronic files and project documents shall be submitted via UTILITIES PM SaaS system.

Project Plan and Schedule: Provide one (1) electronic copy submitted via UTILITIES PM SaaS system of the overall project plan and schedule including a work break down with corresponding dates and milestones and cash flow projections within thirty (30) calendar days of Notice to Proceed (NTP). Include all of the tasks and subtasks included in Exhibit A – Statement of Work Attachments A and B. Prepare a detailed Critical Path Method (CPM) schedule using Primavera P6 software for the project. The schedule shall specify the proposed start and finish dates along with total float for each activity for all phases of the work.

Monthly Status and Schedule Updates and Cash Flow Projections: Provide monthly updates of project progress, schedule, budget reports, and cash flow projections throughout the life of the



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Tasks

project. Provide one (1) electronic copy submitted via UTILITIES PM SaaS system on or before the 5th day of each month.

Project Quality Management Plan: At the beginning of the project, provide one (1) electronic copy submitted via UTILITIES PM SaaS system of the overall project quality management plan.

Project Health and Safety Plan: At the beginning of the project, provide one (1) electronic copy submitted via UTILITIES PM SaaS system of the overall project health and safety plan for field activities.

Meeting Agendas and Minutes: Meetings must be scheduled at least two (2) weeks in advance to ensure availability of required UTILITIES personnel and appropriate meeting space. Meetings will be held at Leon Young Service Center (LYSC). Organize and facilitate meetings with appropriate UTILITIES and CONTRACTOR representatives. Provide draft agenda via UTILITIES PM SaaS system to project distribution list at least two (2) days prior to scheduled meetings. Provide sufficient physical copies of meeting agenda at meeting for anticipated attendees. Submit electronic copy of minutes in UTILITIES PM SaaS system to all attendees within five (5) days of meeting.

List of Deliverables: At the beginning of the project, provide one (1) electronic copy submitted via UTILITIES PM SaaS system of the deliverable list. Provide monthly updates in electronic format throughout the life of the project.

Invoices and Payment Applications: Submit monthly payment applications on or before the 5th day of each month. Provide two (2) physical copies and one (1) electronic copy submitted via UTILITIES PM SaaS system.

Tasks

Task 2 – Design

Description of Task:



Tasks

Design of a complete mobile direct potable reuse demonstration scale treatment unit using a flexible treatment train that includes but may not be limited to ozone, biologically active filtration, ultrafiltration, granular activated carbon, and UV/advanced oxidation as well as all connecting piping, instrumentation and controls and architectural/access features to facilitate public education and interaction objectives.

Method/Procedure:

UTILITIES and Mines will collaborate with a third-party engineer to design the mobile unit. UTILITIES and MINES will be responsible for developing design criteria and the review and approval of the engineer's design. Additionally, UTILITIES and Mines will support obtaining all necessary approvals from Authorities Having Jurisdiction (AHJs). The following excerpt from the Engineering Support Services Statement of Work (SOW) defines the third-party engineer's design task requirements:

The Contractor shall use knowledge, skills, tools, and techniques to meet or exceed the needs and expectations of UTILITIES for this project. The task shall include, but is not limited to:

Site Reconnaissance

Perform site reconnaissance visits as necessary to become familiar with materials, equipment and enclosure provided by MINES as in-kind contribution to the project for incorporation into the final design of the mobile unit.

Basis of Design Technical Memorandum and Design Development (50% Submittal)

The Basis of Design Technical Memorandum involves advancing the concepts developed by the UTILITIES and MINES team and includes but is not limited to the activities and tasks listed below:

- Treatment process design criteria
 - Capacity (5-10 gpm)
 - Influent characterization
 - Finished water criteria and requirements
 - Flexible treatment train configuration
 - Mass Balance
 - Detention times
 - Loading rates
- Equipment evaluation and selection
 - Validation of suitability of equipment and material supply from MINES
 - When possible allow for multiple suppliers/manufacturers
 - Operational requirements defined
- Mobile Unit Enclosure Evaluation



Tasks

- Evaluate proposed cargo container enclosure with respect to meeting requirements for housing equipment and meeting demonstration education and interaction objectives
 - Prepare conceptual markups of the potential configuration of openings to accommodate demonstration interaction, and equipment to discuss during meetings
- Material and corrosion analysis
- Architectural code analysis
- NFPA Hazard analysis (e.g. NFPA 820, etc.)
- Life Safety Code analysis
- Structural design criteria
 - Loading (static and dynamic)
 - Criteria needed to safely move and secure treatment equipment/materials within the mobile unit (if applicable)
- Mechanical design criteria
- Plumbing and Fire Protection design criteria (if applicable)
- HVAC design criteria (if applicable)
 - Cooling
 - Heating
 - Plumbing
- Electrical design criteria
 - Service load requirements
 - Power supply panel requirements
 - Control panel requirements
- Instrumentation and control design criteria
 - Control strategies
 - Network architecture
 - Hardware
 - Software
 - Instruments
 - Programmable logic controllers (PLCs)
 - Variable speed drives
- Hydraulic analysis
- Commissioning and Start-Up recommendations and requirements based on the combination of equipment and material supply from MINES in-kind contributions and competitive procurement purchases
- 50% drawing information that includes but is not limited to the following:
 - General
 - Cover sheet/Index
 - General notes
 - Hydraulic grade line
 - Process flow diagram
 - Architectural
 - Notes, symbols and abbreviations
 - Design criteria
 - Plans (75%)
 - Sections (50%)



Tasks

- Elevations (50%)
- Standard details
- Project specific details (major)
- Modification plans (major) (50% complete)
- Modification details (major)
- Structural
 - Notes, symbols and abbreviations
 - Design criteria
 - Plans (75%)
 - Sections (50%)
 - Elevations (50%)
 - Standard details
 - Project specific details (major)
 - Modification plans (major) (50% complete)
 - Modification details (major)
- Mechanical
 - Notes, symbols and abbreviations
 - Major equipment list (90%)
 - Pipe Schedule (75%)
 - Valve Schedule (75%)
 - Plans (75%)
 - Sections (75%)
 - Standard details
 - Project specific details (major)
- Plumbing (if applicable)
 - Notes, symbols, and abbreviations
 - Plans (30%)
 - Major sections
 - Standard details
- HVAC (if applicable)
 - Notes, symbols, and abbreviations
 - Design criteria
 - Plans (30%)
 - Major sections
 - Standard details
 - Modification plans (major) (30% complete)
 - Modification details (major)
- Electrical
 - Notes, symbols, and abbreviations
 - Plans (50%)
 - Major sections/elevations
 - One line diagrams (75%)
 - Modification plans (major) (50% complete)
 - Modification details (major)
- Instrumentation
 - Notes, symbols and abbreviations



Tasks

- Process and Instrumentation Diagrams (75%)
- System architecture (75%)
- AACE Class 3 materials and equipment cost estimate
- Specifications table of contents (CSI 2004 format)
- Design Data Documentation that includes design calculations for unit process equipment, tank, and pipe sizing. The Design Data Documentation shall include relevant equipment cut sheets and vendor/manufacturer communications regarding equipment sizing and project application.
- QA/QC documentation

Final Design Documents (100% Submittal)

The Contract Document Submittal statement of work involves advancing the design from a 90% detailed design to a 100% detailed design and includes but is not limited to the activities and tasks listed below:

- Finalize all relevant technical specifications: Piping, Mechanical, Coatings, Process Equipment, Electrical, Special Equipment, Instrumentation and Controls, etc.
- Finalize all drawings
- Finalize Design Data Documentation
- Updated AACE Class 2 Estimate (materials and equipment only)
- Finalize Commissioning and Start-Up Requirements and Specifications
- QA/QC documentation

Regulatory Compliance and Agency Approval

The Regulatory Compliance and Agency Approval statement of work involves assisting UTILITIES with acquiring approval for all the necessary permits, which includes but is not limited to the activities and tasks listed below:

- Coordinate and participate in meetings as necessary with the state, county, and other regulatory agencies regarding permit pre-submittals and submittal reviews.
- Prepare technical submittals required to obtain 100% design approvals from the following agencies:
 - Colorado Department of Public Health and Environment (CDPHE)
 - Colorado Department of Transportation (CDOT)
 - Colorado Springs Fire Department
 - Pikes Peak Regional Building Department (PPRBD)
 - Other Governmental and Quasi-Governmental Jurisdictions with Regulatory Approval Authority.
- Prepare technical submittals, as required by approving agencies, to obtain approval of design changes made during construction initiated RFI's, change order, field orders, or other construction management documentation.

Deliverable:



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The project shall include, but is not limited to, the deliverables outlined below. CONTRACTOR shall provide:

Design

Basis of Design Workshop: Provide one (1) electronic copy via UTILITIES PM SaaS system of the workshop presentation and summary.

Basis of Design Technical Memorandum and Design Development Submittal Draft: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Basis of Design Technical Memorandum.

Basis of Design Technical Memorandum and Design Development Submittal QA/QC

Documentation: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Basis of Design Report QA/QC Documentation.

Basis of Design Technical Memorandum and Design Development Submittal Final: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Basis of Design Technical Memorandum.

Final Design Submittal: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Final Design Submittal.

Final Design Submittal QA/QC Documentation: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Final Design Submittal QA/QC Documentation.

Tasks

Task 3 – Construction

Description of Task:

Construction of a complete mobile direct potable reuse demonstration scale treatment unit using a flexible treatment train that includes but may not be limited to ozone, biologically active filtration, ultrafiltration, granular activated carbon, and UV/advanced oxidation as well as all connecting piping, instrumentation and controls and architectural/access features to facilitate public education and interaction objectives.

Method/Procedure:


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Tasks

UTILITIES and Mines will collaborate to construct the mobile unit in conformance with the 100% design documents prepared by the third-party engineer. At the discretion of UTILITIES and Mines, construction may include any of the following individual or combination of construction delivery methods:

- Third party general contractor
- MINES self-performed construction work
- MINES in-kind material and equipment contributions
- Utilities self-performed construction work
- Utilities in-kind material and equipment contributions
- Third party material and equipment providers
- Third party sub-contractors

The following excerpt from the Engineering Support Services Statement of Work (SOW) defines the third-party engineer's construction task requirements:

The Contractor shall use knowledge, skills, tools, and techniques to meet or exceed the needs and expectations of UTILITIES for this project. The task shall include, but is not limited to:

Office Construction Engineering Services

- Construction and Operations Phase office services including:
 - Construction documentation management through UTILITIES Project Management Software as a Service (PM SaaS) workflow management, document management, and reporting system (EADOC).
 - Shop drawing and submittal review
 - Design clarification preparation
 - RFI review and response (from UTILITIES and Mines)

Field Inspection and Testing

- Construction Phase field inspection and testing services shall ensure conformance with the design documents including but not limited to:
 - Enclosure access modifications
 - Equipment and piping installation
 - Preparing inspection and testing reports
 - Commissioning and start-up witness testing including:
 - Mechanical equipment testing and inspection
 - Installation inspection
 - Field/installed performance testing
 - Electrical equipment inspection and testing
 - Instrumentation and control system testing

Deliverable:

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Construction

Electronic Files: Spatial data files must be compatible with ESRI ArcGIS standards for retrieval purposes. Map and drawing files shall be completed in AutoCAD Civil 3D V2014 or later with electronic copies provided in AutoCAD format in addition to searchable PDF files. Text and spreadsheet files shall be completed in Microsoft Word and Excel respectively, with electronic copies provided in Word/Excel format in addition to searchable PDF files. Input and output files for any engineering software used in the analysis must also be provided in addition to searchable PDF files of the results.

Vendor Shop Drawing and Submittals: Provide one (1) electronic copy via UTILITIES PM SaaS System.

Requests for Information: Provide one (1) electronic copy via UTILITIES PM SaaS system.

Design Clarifications: Provide one (1) electronic copy via UTILITIES PM SaaS system.

Materials and Equipment Testing Reports: Provide one (1) electronic copy via UTILITIES PM SaaS system.

Field Inspection Reports: Provide one (1) electronic copy via UTILITIES PM SaaS system.

As-built Record Drawings: Provide individual and combined 3D As-built Record Drawings of the project. Provide one (1) electronic copy in PDF format, and one (1) electronic copy in AutoCAD Civil 3D format via UTILITIES PM SaaS system.

Tasks

Task 4 – Operation

Description of Task:

Commissioning start-up, and operations of the mobile direct potable reuse unit for the planned operating period (July 2020 – September 2020).



Tasks

Method/Procedure:

UTILITIES and Mines will collaborate to provide the successful commissioning, start-up and operations of the mobile unit with support from a third-party engineer.

The following sections provide further detail for the operational tasks and activities including proposed responsibilities:

Demonstration Site Set up and Administration – UTILITIES will provide the site for the proposed Colorado Springs demonstration operational period from July – September 2020. Site provisions will include denitrified secondary effluent for the mobile unit influent as well as appropriate mobile unit effluent management including provision of limited quantities for beverage production. Provisions will also include UTILITIES standard site security and appropriate access controls.

Mobile Unit Operations – UTILITIES will provide staff to operate the mobile demonstration unit for the planned operating period in Colorado Springs from July – September of 2020 with technical support from a contract engineering consulting firm and Mines.

Sampling and Analysis – UTILITIES staff will prepare an overall project Sampling and Analysis Plan to inform and document compliance as well as performance evaluation sampling and analysis requirements for the project. UTILITIES will provide staff, equipment, and laboratory analysis for all Colorado Department of Public Health and Environment (CDPHE) required operating period compliance sampling and analysis.

UTILITIES will provide staff, equipment and laboratory analysis for evaluating and investigating demonstration unit performance during commissioning and start-up activities and throughout the operational period as coordinated and agreed to with Mines.

Mobile Unit Decommissioning – Upon completion of the planned demonstration period, UTILITIES will decommission (shut down, drain and clean) the mobile unit and prepare it for transport to a storage and maintenance location.

The following excerpt from the Engineering Support Services Statement of Work (SOW) defines the third-party engineer's operation task requirements:

Commissioning and Start-up

- Prepare a *Commissioning and Start-up (C&S) Plan* that includes the following elements:
 - Commissioning plan that includes all Components, Devices, and Equipment specified in Final Design. The commissioning plan shall define and sequence any installation and functional testing required for each Device, Component, and piece of Equipment as specified in Final Design.
 - Start-up plan that includes the following:
 - Pre-start-up activities including but not limited to:
 - Start-Up Sequence Review
 - Temporary Testing Arrangement Finalization
 - Start-up testing including but not limited to:
 - System Testing with Water, No Treatment



Tasks

- Control Loop Tuning
- Start-Up
- Global Control Testing
- Performance testing including but not limited to:
 - Performance tests that cannot be performed during the commissioning work element
 - Process performance tests to prove mobile unit performance
- Detailed schedule of commissioning and start-up activities that includes durations, and sequencing requirements with the following activities identified:
 - Manufacturer's services (purchased equipment only)
 - Certificates of Proper Installation (purchased equipment only)
 - Operator training
 - Submission of Operation and Maintenance Manual (purchased equipment only)
 - Installation testing (as specified in Final Design)
 - Functional testing (as specified in Final Design)
 - Pre-Start-Up activities
 - Start-Up testing
 - Performance testing (as specified in Final Design)
 - Operational testing (as specified in Final Design)
- Testing and witness forms required to properly document the performance of required tests demonstrating individual unit functionality and performance to complete system functionality and performance.
- Testing plan with test logs and forms for each Component, Device, Equipment, Subsystem and each System when specified. Include testing of alarms, interlocks, control circuits, capacities, speeds, flows, pressures, vibrations, sound levels, and other parameters.
 - Hazardous Materials Management Plan (HMMP) – plan for how any commissioning and start-up and/or long term operations hazardous materials will be managed to comply with regulatory, code, and UTILITIES safety requirements
 - Hazardous Materials Inventory Statement (HMIS) – a list of any commissioning and start-up and/or long term operations hazardous materials that will be used on site
 - Any waste generated from the demonstration will be handled appropriately.
- Provision of training and informational resources necessary for operations staff to operate the mobile unit.

Operations Period Engineering Support

Provide engineering support to troubleshoot operational challenges and optimize operations for the UTILITIES planned demonstration period from July 2020 – September 2020.

Deliverable:



Tasks

UTILITIES:

- Sampling and Analysis Plan
- Demonstration Summary Report

Third-Party Engineer:

- Start-up and Commissioning Plan: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Start-up and Commissioning Plan.
- Operator Training Material: Provide one (1) electronic copy via UTILITIES PM SaaS system of the Operator Training Material

Tasks

Task 5 – Outreach

Description of Task:

Performing multiple outreach initiatives during the planned operating period (July 2020 – September 2020) and post operation as deemed beneficial. Outreach initiatives will encompass programs for the public (including school programs), government officials, and industry personnel engagement.

Method/Procedure:

It is expected that UTILITIES and Mines will collaborate to develop and provide a successful DPR outreach program, however UTILITIES will assume primary responsibility for this task.

Communications and Public Relations – UTILITIES staff will be responsible for developing and distributing all project communications and promotional materials (written and oral, traditional and social media, and advertising)

Education and Outreach Events – UTILITIES will be responsible for planning and executing all proposed outreach events including but not limited to:

- Public tours
- Private tours (government, City, and UTILITIES officials)
- Educational institution tours
- Community events “DPR booth”
- Beverage production contest(s)
- Beverage tasting event(s)



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Tasks

- Project presentation at water industry symposiums/conferences/workshops

Deliverable:

UTILITIES:

- Promotional materials
- Survey results
- Number of individuals reached (actual and/or estimated)

Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

Reporting Requirements

Progress Reports: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.


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Reporting Requirements

Final Report: At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to CWCB in hard copy and electronic format as part of the project documentation.

Performance Measures

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.



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Performance Measures

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

EXHIBIT B, SAMPLE OPTION LETTER**(TO BE SIGNED, IF APPLICABLE, ONLY UPON SUBSTANTIAL COMPELTION OF PROJECT)**

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter #
Borrower	Original Contract Numbers
Current Contract Maximum Amount	Option Letter Contract Numbers
	Current Contract Expiration Date

1. OPTIONS:

- A. Option to decrease total Contract amount and revise Contract expiration date upon CWCB *Notice of Project Substantial Completion*.

2. REQUIRED PROVISIONS:

- A. The amount of the current Loan Contract Amount is decreased by (\$ amount of change) from \$_____ to \$_____ in consideration of substantial completion of the Project. The Total Loan Amount is hereby modified accordingly.
- B. This change does not include a change to the annual payment and interest rate.
- C. This Option Letter and supporting documentation shall become part of and be incorporated into this Contract for the total duration of the Loan Contract.
- D. This Option Letter shall include the written Notice of Project Substantial Completion.
- E. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or an authorized delegate.

<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Natural Resources Colorado Water Conservation Board Dan Gibbs, Executive Director</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p align="center">(Signature)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Option Effective Date: _____</p>
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Colorado Water Conservation Board**Water Plan Grant - Exhibit C****Budget and Schedule****Prepared Date: January 13, 2020****Name of Applicant: Colorado Springs Utilities****Name of Water Project: Direct Potable Reuse (DPR) Demonstration****Project Start Date: February 1, 2020****Project End Date: February 1, 2025**

Task No.	Task Description	Task Start Date	Task End Date	Grant Funding Request	Match Funding	Total
1	General Project Management	2/1/2020	2/1/2025	\$ -	\$ 107,184	\$ 107,184
2	Design	2/1/2020	2/1/2025	\$ 100,000	\$ 35,738	\$ 135,738
3	Construction	2/1/2020	2/1/2025	\$ 150,000	\$ 129,600	\$ 279,600
4	Operation	2/1/2020	2/1/2025	\$ 25,000	\$ 75,716	\$ 100,716
5	Outreach	2/1/2020	2/1/2025	\$ 75,000	\$ 137,136	\$ 212,136
Total				\$350,000	\$485,374	\$835,374