TO: Mayor and Council
FROM: Tom Brennan
DEPARTMENT: Utilities
DATE: July 3, 2017
SUBJECT: IGA with Urban Drainage and Flood Control District for the Big Dry Creek Diversion Pipe

DESCRIPTION:
IGA with Urban Drainage and Flood Control District for the Big Dry Creek Diversion Pipe

RECOMMENDATION:
The Englewood Water and Sewer Board, at their June 6, 2017 meeting, recommended approval of an IGA with UDFCD to construct the diversion pipeline for the Big Dry Creek Diversion Project. The diversion pipeline is within the River Run Phase II Project currently under the UDFCD contract with Naranjo Civil Constructors.

PREVIOUS COUNCIL ACTION:
Englewood City Council, at their June 15, 2015 meeting, approved by motion the contract with McLaughlin Whitewater Design Group in the amount of $78,435.00 for preliminary design and permitting support for the Big Dry Creek Diversion Project. City Council approved a Bill for an Ordinance at their June 19, 2017 meeting.

SUMMARY:
Residents of Englewood have expressed their desire that we provide softer water for the consumptive use. The improved raw water quality at the City’s primary drinking water intake on the S. Platte River at Union Avenue will address the hardness of our treated water. Water quality, particularly hardness, in the Big Dry Creek is poor and creating treatment issues.

In 2013 the City reached a settlement with Denver Water to address our hardness issue. This settlement earmarked $600,000 for this effort. With funding, the City studied adding a softening process to the plant which would have not only capital costs to construct but yearly O & M costs. In the same time period staff found old plans detailing a diversion structure and pipe that intercepted the flows of Big Dry Creek and carried them around the Union Avenue intake. With this, staff initiated in March of 2015 the Big Dry Creek Diversion Project.

McLaughlin Whitewater was retained to perform preliminary design and permitting support. This effort produced the required permitting which included a US Army Corps of Engineers permit, Federal Emergency Management Agency permit, approval from the Colorado Water Conservation Board, a preliminary design of the diversion structure and a completed diversion pipeline design with a hydropower vault for generation of electricity for future path lighting. The diversion pipeline and hydropower vault construction is what the IGA will authorize. You will be
seeing a contract for the final design services for the diversion structure. Construction is scheduled for 2018.

ANALYSIS:
This diversion pipeline is under the concrete trail being constructed as part of Phase II of the River Run Project. This is the most economical location for the pipeline. The alternative if we do not include this work in the Phase II River Run Project is to construct the pipeline by boring which would require closing the new trail and removing several sections of the concrete trail to complete the construction.

UDFCD uses an alternative project delivery approach, called Project Partners. This approach utilizes pre-qualified contractors that must meet the best value selection process which consists of the following criteria:

- Capability of Contractor to Perform Work.
- Experience and Qualification of Proposed Construction Team.
- Understanding Risks and Identifying Mitigation.
- Value Engineering Approaches.
- Unit Costs of General Bid Items.

Naranjo Civil Constructors was selected for all three phases of the River Run Project. Their unit prices were assessed by UDFCD and found to be reasonable and competitive. The advantage of using Naranjo is they are a premier contractor for this type of work, their pricing is fair, and there will be a direct savings to the Big Dry Creek Project since mobilization costs have already been paid for with the River Run Phase II Project.

FINANCIAL IMPLICATIONS:
The full contract amount will be funded from the 2013 Denver Water settlement which stipulates that the funds be dedicated to alleviating water hardness. The Big Dry Creek Diversion pipeline and hydropower vault construction is estimated at $400,000.00.

ATTACHMENTS:
Minutes of the June 6, 2017 Water Board Meeting & Phone Vote
Ordinance
Exhibit A - Intergovernmental Agreement with UDFCD
ENGLEWOOD WATER AND SEWER BOARD

MINUTES

JUNE 6, 2017

1. CALL TO ORDER

The meeting was called to order at 5:12 p.m.

Members present: Wiggins, Yates, Roth, Johnson, Gillit

Members absent: Jefferson, Habenicht, Moore

The Board received the Minutes of the May 9, 2017 meeting.

Motion: To approve the May 9, 2017 Water & Sewer Board Minutes.

Moved: Ross Seconded: Roth

Abstain: Gillit Johnson

Motion passed unanimously.

2. NEW BUSINESS

A. ENGLEWOOD SENIOR LIVING CENTER – 3555 S. CLARKSON ST.
   VACATION OF EASEMENT AND DEDICATION OF EASEMENT

KRF 965 LLC purchased the building site at 3555 S. Clarkson St., the former Plaza Del Medico. They are proposing to sell to CA Senior Living Holdings, LLC to build a senior housing facility that will require reconfiguring the property for the most advantageous use of the site. DRF 965 LLC submitted a request to exchange the existing 20’ wide sewer easement and will be establishing a new 15’ wide easement which is the required width per City of Englewood Wastewater Collection System Specifications.
Exchanging the existing sewer easement with a vacation of easement and dedication of easement will be done at the sole expense and liability of the licensee, KRF 965 LLC

Motion: To recommend Council approval of the Vacation of Easement and Dedication of easement for KRF 965 LLC for the Englewood Senior Living Center at 3555 S. Clarkson St.

Moved; Gillit Seconded: Johnson

Motion passed unanimously.

B. BIG DRY CREEK DIVERSION PIPE

Residents of Englewood have expressed their desire that we provide softer water for their consumptive use. The improved raw water quality at the City’s primary drinking water intake on the S. Platte River at Union Avenue will address the hardness of our treated water. Water quality, particularly hardness, in the Big Dry Creek is poor creating treatment issues.

In 2013 the City reached a settlement with Denver Water to address our hardness issue. This settlement earmarked $600,000 for this effort. With this funding the City studied adding a softening process to the plant which would have not only capital costs to construct but yearly O & M costs. In the same time period staff found old plans detailing a diversion structure and pipe that intercepted the flows of Big Dry Creek and carried them around the Union Avenue intake. With this staff initiated in March of 2015 the Big Dry Creek Diversion Project. McLaughlin Whitewater was retained to perform preliminary design and permitting support. This effort produced the required permitting which included a US Army Corps of Engineers permit, Federal Emergency Management Agency permit, an easement from the Colorado Water Conservation Board, a preliminary design of the diversion structure and a completed diversion pipeline design. The diversion pipeline construction is what the IGA will authorize. Finally, the City filed a water rights application in December 2015 to allow the City to divert the Big Dry Creek water. You will be seeing a contract for the final design services for the diversion structure. Construction is scheduled for 2018.

This diversion pipeline is under the concrete trail being constructed as part of Phase II of the River Run Project. This is the most economical location for the pipeline. The alternative if we do not include this work in the Phase II River Run is to construct the pipeline by boring which would require closing the new trail and removing several sections of the concrete trail to complete the construction.

UDFCD uses an alternative project delivery approach, called Project Partners. This approach utilizes pre-qualified contractors that must meet the best value selection process which consists of the following criteria:

- Capability of Contractor to Perform work.
- Experience and Qualification of Proposed Construction Team.
- Understanding Risks and Identifying Mitigation.
- Value Engineering Approaches.
Naranjo Civil Constructors was selected for all three phases of the River Run Project. Their unit prices were assessed by UDFCD and found to be reasonable and competitive. The advantage of using Naranjo is they are a premier contractor for this type of work, their pricing is fair, and there will be a direct savings to the Big Dry Creek Project since mobilization costs have already been paid for with the River Run Phase II Project.

Motion: Recommend Council approval, by motion, of the contract with McLaughlin Whitewater Design Group in the amount of $78,435.00 for the preliminary design and permitting support for the Big Dry Creek Diversion Project.

Moved; Gillet Seconded: Yates

Motion passed unanimously.

C. BIG DRY CREEK DIVERSION & INTAKE – PROFESSIONAL FINAL DESIGN SERVICES

McLaughlin Whitewater completed the preliminary diversion design and permitting support in February, 2017 and this effort produced the required permits from the US Army Corps of Engineers, Federal Emergency Management Agency and approval from the Colorado Water Conservation Board.

McLaughlin’s scope of work will cover Final Design and Special Services – easement preparation, soils investigation and permitting. McLaughlin Whitewater will be teaming with ERO Resources for permitting, Ground Engineering for geotechnical and soils, RG McNutt for electrical, Close & Associates for structural and Aztec Survey for surveying and easement. Construction is proposed to begin in 2018.

Final design elements will include final design of the diversion structure on Big Dry Creek, the sluicing gate, intake vault and screen, the hydropower station and electrical system for site lighting.

Final Design Services is $53,000, Special Services is $27,000 and Construction Phase Services is $17,000 for a total of $97,000.00. Funding will be from the 2013 Denver Water settlement which stipulates that the funds be dedicated to alleviating water hardness.

Motion: Recommend Council approval, by motion, of the Professional Final Design Services Proposal for the Big Dry Creek Diversion Replacement – Diversion & Intake Phase to McLaughlin Whitewater Design Group in the amount of $97,000.00.

Moved Gillit Seconded: Yates.

Motion approved unanimously.
Councilman Gillit inquired about the Integral Report regarding Allen Plant alum residuals. Tom noted that the consultants will be presenting their official report at an upcoming Council Study Session.

The meeting adjourned at 5:35 p.m.

The next Water and Sewer Board meeting will be Tuesday, July 11, 2017 in the Community Development Conference Room.

Sincerely,

Cathy Burrage
Recording Secretary
Englewood Water and Sewer Board
PHONE VOTE
FOR
JUNE 6, 2017 WATER & SEWER BOARD MEETING

1. MINUTES OF THE JUNE 6, 2017 WATER & SEWER BOARD MEETING.

The Board received the Minutes of the June 6, 2017 Water & Sewer Board Meeting.

Motion: To approve the Minutes of the June 6, 2017 Water & Sewer Board Meeting.

Moved: Yates  Seconded  Wiggins

Ayes: Yates, Gillit, Wiggins, Ross, Johnson

Not reached: Jefferson, Habenicht, Moore

Motion carried.

The next Water & Sewer Board meeting will be held Tuesday, July 5, 2017 at 5:00 in the Community Development Conference Room.

Sincerely,

Cathy Burrage
Recording Secretary
Englewood Water and Sewer Board
BY AUTHORITY

ORDINANCE NO. ____ SERIES OF 2017
COUNCIL BILL NO. 42 INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) “AGREEMENT REGARDING CONSTRUCTION OF IMPROVEMENTS FOR BIG DRY CREEK DIVERSION PIPELINE” - AGREEMENT NO. 17-05.17
PROJECT NO. 100327, BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE CITY OF ENGLEWOOD.

WHEREAS, the citizens of the City of Englewood have expressed a desire for softer water for their consumptive use; and

WHEREAS, currently the City’s water intake is located downstream of where Big Dry Creek intersects with the South Platte River; and

WHEREAS, waters carried by Big Dry Creek directly impact the hardness and quality of the water the City diverts for consumptive use, and creates treatment issues at the Allen Filter Plant; and

WHEREAS, to mitigate these impacts, the City studied adding a softness process to address the hardness issue, which would have had capital costs as well as operating and maintenance costs over the life of the softness process; and

WHEREAS, during the study surrounding the softness process, decades old plans were discovered showing a diversion structure and pipe that would intercept the flows of Big Dry Creek and divert them around the City’s Union Avenue Intake; and

WHEREAS, in 2015 McLaughlin Whitewater was retained to perform a preliminary design and permitting process resulting in producing the required permits from the US Army Corps of Engineers, Federal Emergency Management Agency, and approval for the Colorado Water Conservation Board; and

WHEREAS, a preliminary design of the diversion structure and completed diversion pipeline design have been completed as well as a hydropower vault to provide for the generation of electricity for future bike path illumination; and

WHEREAS, Urban Drainage and Flood Control District (UDFCD) is already on site engaged in the construction of Phase II of the River Run project; and

WHEREAS, UDFCD has been using Naranjo Civil Constructors in all three phases of the River Run Project, due to their competitive pricing and the fact that they are a premier contractor for this type of diversion pipeline work; and
WHEREAS, the entire cost of the diversion will be $400,000.00 and will be fully funded by the 2013 Denver Water settlement which stipulates that the funds be used to alleviate water hardness; and

WHEREAS, the passage of this Ordinance authorizes an Intergovernmental Agreement for the Urban Drainage and Flood Control District to construct the Big Dry Creek Diversion Pipeline and hydropower vault construction.

WHEREAS, no Federal or State funds will be used in this project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement Regarding Construction Of Improvements for Big Dry Creek Diversion Pipeline - Agreement No. 17-05.17 Project No. 100327, between the Urban Drainage and Flood Control District and the City Of Englewood, attached hereto as Exhibit 1.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, the Intergovernmental Agreement Regarding Construction of Improvements for Big Dry Creek Diversion Pipeline, for and on behalf of the City Council of the City of Englewood, Colorado.

Section 3. There are no federal funds being used by Englewood on this project.

Introduced, read in full, and passed on first reading on the 19th day of June, 2017.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of June, 2017.

Published as a Bill for an Ordinance on the City’s official website beginning on the 21st day of June, 2017 for thirty (30) days.

Read by Title and passed on final reading on the 3rd day of July, 2017.

Published by Title in the City’s official newspaper as Ordinance No. ____, Series of 2017, on the 6th day of July, 2017.

Published by title on the City’s official website beginning on the 5th day of July, 2017 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

______________________________
Joe Jefferson, Mayor

ATTEST:

______________________________
Stephanie Carlile, Acting City Clerk
I, Stephanie Carlile, Acting City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by Title as Ordinance No. ___, Series of 2017.

______________________________
Stephanie Carlile
AGREEMENT REGARDING
CONSTRUCTION OF IMPROVEMENTS
FOR BIG DRY CREEK DIVERSION PIPELINE
CITY OF ENGLEWOOD

Agreement No. 17-05.17
Project No. 100327

THIS AGREEMENT, dated __________________________, by and between
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY
OF ENGLEWOOD (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of
1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have
heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES have identified a stormwater need and now desire to proceed with
construction of improvements for Big Dry Creek Diversion Pipeline (hereinafter called "PROJECT"); and

WHEREAS, the City Council of CITY has authorized, by appropriation or resolution, all of
PROJECT costs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto
agree as follows:

1. SCOPE OF AGREEMENT
   This Agreement defines the responsibilities and financial commitments of PARTIES with respect
to PROJECT.

2. SCOPE OF PROJECT
   PROJECT shall include construction by DISTRICT of the improvements as set forth in the final
design including vegetation establishment. Project limits are as shown on Exhibit A.

3. PUBLIC NECESSITY
   PARTIES agree that the work performed pursuant to this Agreement is necessary for the health,
safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit
to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS
   A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and
      be limited to the following:
         1. Construction of improvements;
         2. Contingencies mutually agreeable to PARTIES.
   B. It is understood that total PROJECT costs as defined above are not to exceed $400,000
      without amendment to this Agreement.
PROJECT costs for the various elements of the effort are estimated as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construction</td>
<td>$400,000</td>
</tr>
<tr>
<td>Total</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

C. Based on the flood control construction PROJECT costs, the maximum percent and dollar contribution by each party shall be:

<table>
<thead>
<tr>
<th>Percentage Share</th>
<th>Maximum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT 0.00%</td>
<td>$ -0-</td>
</tr>
<tr>
<td>CITY 100.00%</td>
<td>$400,000</td>
</tr>
<tr>
<td>TOTAL 100.00%</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

5. MANAGEMENT OF FINANCES
   CITY will pay 100% of the costs of the construction improvements. Cost shall not exceed maximum amount of approved funds without CITY approval.

6. FINAL DESIGN
   The design of PROJECT has been provided by CITY.

7. MANAGEMENT OF CONSTRUCTION
   A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
   B. Construction Management and Payment
      1. DISTRICT, with the concurrence of CITY, shall administer and coordinate the construction-related work as provided herein.
      2. DISTRICT, with concurrence of CITY, shall select and award construction contract(s).
      3. DISTRICT shall require the contractor to provide adequate liability insurance that includes CITY. The contractor shall be required to indemnify CITY. Copies of the insurance coverage shall be provided to CITY.
      4. DISTRICT, with assistance of CITY, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of CITY, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities...
and costs relative thereto. Copies of all inspection reports shall be furnished to COUNTY on a weekly basis.

5. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.

6. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.

7. DISTRICT, with concurrence of CITY, shall prepare and issue all written change or work orders to the contract documents.

8. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.

C. **Construction Change Orders.** In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

8. **MAINTENANCE**

PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

9. **TERM OF AGREEMENT**

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate after the final payment is made to the construction contractor.

10. **LIABILITY**

Each party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

11. **CONTRACTING OFFICERS AND NOTICES**

A. The contracting officer for CITY shall be the Director of Utilities, 1000 Englewood Parkway, Englewood, Colorado 80110.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or
mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or CITY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

12. AMENDMENTS
This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

13. SEVERABILITY
If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

14. APPLICABLE LAWS
This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where PROJECT is located.

15. ASSIGNABILITY
No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

16. BINDING EFFECT
The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

17. ENFORCEABILITY
PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

18. TERMINATION OF AGREEMENT
This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding
contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

19. **EMPLOYMENT STATUS**
This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

20. **PUBLIC RELATIONS**
It shall be at CITY’S sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist COUNTY as needed and appropriate.

21. **NO DISCRIMINATION IN EMPLOYMENT**
In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

22. **APPROPRIATIONS**
Notwithstanding any other term, condition, or provision herein, each and every obligation of CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of CITY and/or DISTRICT.

23. **NO THIRD PARTY BENEFICIARIES**
It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24. **ILLEGAL ALIENS**
PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq*. The following language shall be included in any contract for public services: "The contractor certifies, warrants, and agrees that the contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this
Agreement, through participation in the United States Department of Homeland Security and the Social Security Administration E-Verify Program or the Colorado Department of Labor and Employment (CDLE) program established pursuant to 8-17.5-102 (5)(c) C.R.S. The contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a subcontract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The contractor shall (a) not use the E-Verify Program or the CDLE program established pursuant to 8-17.5-102 (5)(c) C.R.S., to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) notify the subcontractor and DISTRICT within three days if the contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) comply with the reasonable request made in the course of an investigation, undertaken pursuant to 8-17.5-102 (5)(c) C.R.S., by the CDLE. If the contractor participates in the CDLE program, the contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, deliver to DISTRICT a written, notarized affirmation, affirming that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. If the contractor fails to comply with any requirement of this Section or 8-17.5-101 et seq. C.R.S, DISTRICT may terminate this Agreement for breach and, if so terminated, the contractor shall be liable for actual and consequential damages.

DISTRICT shall notify the Colorado Office of the Secretary of State if the contractor violates this Section and DISTRICT terminates this Agreement for such a breach. The contractor acknowledges that the CDLE may investigate whether the contractor is complying with this Section of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this Section.

25. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
B. The image of the signature of an authorized signer inserted onto PDF format documents. Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

By __________________________

Name  Ken A. MacKenzie

Title  Executive Director

CITY OF ENGLEWOOD

By __________________________

Name________________________

Title________________________

Checked By __________________________