



BOARD OF TRUSTEES
June 22, 2021
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals that attend the meeting in person and have not been fully vaccinated will be required to wear a face covering while in attendance.

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to euckerkk@wellingtoncolorado.gov. The email must be received by 4:00 p.m. Tuesday June 22, 2021. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom details below are for online viewing and listening only.

<https://zoom.us/j/93555405750?pwd=eENXdUNHazlIRytkMkhCYnVaT0QzUT09>

Passcode: 196640

Webinar ID: 935 5540 5750

Or One tap mobile :

US: +12532158782,,93555405750# or +13462487799,,93555405750#

Or Telephone:

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment
2. Presentation
 - a. Comprehensive Plan - Second Draft Presentation

- Presentation: Cody Bird, Planning Director

C. CONSENT AGENDA

1. Minutes of the May 18, 2021 Special Meeting and of the June 8, 2021 Regular Meeting

D. ACTION ITEMS

1. Wastewater Treatment Plant Expansion: CMAR Contract Agreement for Phase 1 Preconstruction Services

- Presentation: Dave Myer, Engineer

2. Resolution No. 17-2021 - A Resolution Granting Extension of Approval of Conditional Annexation of Country Lane Acres

- Presentation: Cody Bird, Planning Director

E. OTHER BOARDS

1. American Legion Wellington Post 176 - Special Event Permit Application

- Presentation: Krystal Eucker, Town Clerk

2. Loaf 'N Jug - Renewal Application

- Presentation: Krystal Eucker, Town Clerk

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
4. Board Reports

G. EXECUTIVE SESSION

1. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. – regarding negotiations with North Poudre Irrigation Company

H. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

Board of Trustees Meeting

Date: June 22, 2021
Submitted By: Cody Bird, Planning Director
Subject: Comprehensive Plan - Second Draft Presentation

- **Presentation: Cody Bird, Planning Director**

EXECUTIVE SUMMARY

The Comprehensive Plan is an advisory document adopted by the Town and is used to guide decision-making and the physical development of the community. The Comprehensive Plan is long range in nature, and is intended to provide a 20-year or longer vision of how the Town may grow and change. The plan helps to guide policies and provide recommendations for future actions involving land development and land preservation to achieve the Town's vision.

The Town began an update to the Comprehensive Plan starting in 2020. Since that time, the public has provided input and guidance to shape the plan through stakeholder meetings, questionnaires, online "quick polls," public meetings, a town hall meeting, personal communications and more. The first draft of the plan was presented to the public on March 9, 2021 and public comments were accepted using an online platform where comments could be made directly on the plan. To date, more than 2,000 comments from nearly 200 individuals have guided the formation of the plan and its recommendations.

The Town is pleased to present the second draft of the Comprehensive Plan. The second draft with revisions shown in blue is attached with this report and can be accessed on the Town's website. Hard copies will be available for review at Town Hall and at the Library.

The Town's Planning Commission is responsible for adoption and any updates to the Comprehensive Plan. A public hearing to consider the second draft of the Comprehensive Plan is scheduled for the July 12, 2021 Planning Commission meeting. Individuals desiring to hear and comment are encouraged to attend the Planning Commission public hearing on July 12, 2021 at the Leeper Center, 3800 Wilson Ave. at 6:30pm. Written comments may also be submitted using an online form available on the Comprehensive Plan page of the Town's website.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Comprehensive Plan - Second Draft (revisions tracked)

COMPREHENSIVE PLAN 2021

PUBLIC DRAFT #2 (WITH TRACKED CHANGES)
JUNE 18, 2021



PLAN WELL
VISION FOR TOMORROW
SOLUTIONS FOR TODAY

SPECIAL THANKS TO...

Mayor and Board of Trustees

Mayor

Troy Hamman

Board of Trustees

Ashley Macdonald

John Jerome

Jon Gaiter

Rebekka Kinney

Tim Whitehouse

Wyatt Knutson

Planning Commission

Barry Friedrichs

Bert McCaffrey

Eric Sartor

Linda Knaack

Rebekka Kinney

Tim Whitehouse

Troy Hamman

Community Members

THANK YOU TO THE COMMUNITY MEMBERS THAT PARTICIPATED IN THIS PLANNING PROCESS. YOUR INPUT AND DIRECTION WAS INVALUABLE TO THE CREATION OF THIS PLAN.

Town Staff

Cody Bird, Planning Director

Elizabeth Young Winne, Planner

Mahalia Henschel, Communications

Steering Committee

Dan Sattler

Gary Green

Jon Gaiter

Linda Knaack

Rebekka Kinney

Tracey Jensen

Consultants

Logan Simpson

Felsburg Holt & Ullevig

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This color font denotes additions since previous draft.

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Each section includes: Existing Conditions; Accomplishments Since the Last Plan; Key Challenges and Opportunities; Community Voices; and Goals and Strategies.	A: Glossary of Terms
Community Cohesion	B: Phase 1 Engagement Summary*
Vibrant & Historic Downtown	C: Phase 2 Engagement Summary*
Thriving Economy	D: Phase 3 Engagement Summary* (to be added)

Reliable & Resilient Public Services (Facilities and Programs)	*Engagement Summaries are available on the Town of Wellington website.
Reliable & Resilient Public Services (Transportation)	



Photo Credit: Logan Simpson, 2019.

PLAN AT-A-GLANCE

Overview

This Comprehensive Plan (the Plan) update anticipates and accommodates future growth within the Town’s Growth Management Area (GMA) that encompasses 14,527.3 acres. The GMA represents the area beyond Town limits that could reasonably be annexed—at the request of property owners and as long as infrastructure can be efficiently provided by the Town. The Plan update also accommodates previously identified needs to diversify housing types, improve infrastructure, strengthen employment opportunities, and increase the tax base for the long-term quality of life of the Wellington community.

The Plan was developed over three phases, from January 2020 to April 2021. All phases included public events to involve the community in the process. Due to the COVID pandemic, in-person engagement was limited, however, the community came together in an impressive show of engagement online. Well over 1,500 community comments were received through questionnaire and quick poll responses and comments on the public draft; as well as through meetings with stakeholders, the Steering Committee, the Planning Commission, and the Board of Trustees. Community input served to substantiate existing policies and inform new ones, and, ultimately, helped direct strategic actions. More importantly, it gave the Wellington community an opportunity to shape policies and programs.

The community-driven nature of comprehensive planning results in broad perspectives shared by community members. Since comprehensive plans are limited in scope and must follow statutory guidelines, not all perspectives always make it into the final planning document. However, this Plan acknowledges that all voices were heard and considered in the development of this document. For example, following the one-month public review period of the Plan Draft, various elements in the document were updated to address the concerns voiced by the community. Some of the changes included: enhancing details about community engagement and demographics; stressing the need to balance regulations with a supportive business environment; and updating the Future Land Use Map and categories. An important addition was to make clear the Town's intention for 'purposeful growth,' thoughtful and well-planned increases in density and intensity that honor and protect our town character and values. Purposeful growth ensures that our Town's footprint is contained, preserves valuable surrounding farmland and open space, promotes efficiencies in infrastructure provision and maintenance, offers adequate facilities, and advances a thriving economy that makes the town self-sufficient.

The following illustrations represent a summary of the engagement process and results, as well as snapshots of the future land use and implementation plans. For detailed information on each of these pieces, please refer to their respective chapters.

infographics updated to reflect phase 3 engagement

A Community-Driven Process



61 IN-PERSON
STAKEHOLDER INTERVIEWS



11 STEERING COMMITTEE AND
4 PLANNING COMMISSION
MEETINGS



660
QUESTIONNAIRE AND QUICK
POLL RESPONSES



4 BOARD OF TRUSTEES
PRESENTATIONS AND
1 TOWN HALL (30 ATTENDEES)



110+
SOCIAL MEDIA
PARTICIPATION (LIKES,
COMMENTS, SHARES, ETC)
ON TOWN PLATFORMS



1,008
COMMENTS ON THE PUBLIC
DRAFT & GOOGLE FORM
(FROM ABOUT 120 INDIVIDUALS)

DISTILLED THEMES



COMMUNITY CHARACTER



PROSPEROUS LOCAL
ECONOMY



VIBRANT DOWNTOWN



COMMUNITY SPACES &
EVENTS



TREASURED OUTDOOR
RECREATION & OPEN SPACES



RELIABLE & RESILIENT PUBLIC
SERVICES

The Plan's Foundation

The distilled themes were used to develop the preliminary Community Vision and Themes which were then finalized over various iterations with the community. These Community Vision and Themes are the Plan's foundation. From the Goals and Strategies to the Future Land Use Map, all sections were developed with these foundational elements in mind. As Wellington continues to grow, it is important that Town leaders, residents, businesses owners, and local and regional partners refer to the Community Vision and Themes to ensure that their conversations and actions contribute to advancing quality of life for the Wellington community.

COMMUNITY VISION

Our friendly and supportive community welcomes you with a smile. Together, we take pride in celebrating and protecting our town character and values while welcoming productive-forward-thinking ideas that enhance our quality of life. Our dreams take root and blossom in Wellington.

COMMUNITY THEMES

**COMMUNITY COHESION
PRIDE**

Wellington focuses on We take pride in our community by providing safe and attractive neighborhoods oriented around parks, trails, amenities, and public spaces, and by offering options for our community to shop, gather, and celebrate. Wellington is a place we are proud to call Home!

**THRIVING ECONOMY**

Wellington promotes an environment attractive to businesses Our thriving business environment supports existing and new enterprises that offer needed services and local employment opportunities, contributing to our community's values self-sufficiency and quality of life.

**VIBRANT & HISTORIC
DOWNTOWN**

Wellington preserves We promote Downtown's vibrancy and history by preserving its distinctive charm, supporting its local flair, and enhancing its atmosphere and amenities for all community members celebrate residents and visitors to create memorable experiences in the heart of our Town.

**RELIABLE & RESILIENT
PUBLIC SERVICES**

Wellington strives to provide an outstanding level of public services that offer proactive infrastructure improvement and maintenance, contributing to the community's sustainability and resilience. We ensure our public services are reliable and resilient by purposefully guiding growth while improving and maintaining infrastructure and services in a proactive and fiscally responsible manner.

Using the Community Vision and Pillars as a foundation for the Plan, the community-informed opportunities were turned into 18 Goals and 115 Strategies (see next page) to guide the future of Wellington over the next 20 years. As Wellington continues to grow, it is important that residents, businesses owners, and governmental and non-governmental groups, among others, refer to these guiding elements to ensure that their conversations and actions contribute to enhancing the health and wellbeing of the Wellington community.

Implementation

ALL NEW

Over the next pages, color-coded tables, categorized by the four community Themes, illustrate the strategic actions and implementation elements to purposefully guide Wellington's growth. Since implementation can take time, Town leaders and staff must reassess and prioritize strategic items annually. Implementation measures may be adjusted over time based on availability of new or improved information, changing circumstances, resource availability, and anticipated effectiveness, so long as they remain consistent with the intent of the Comprehensive Plan.

**COMMUNITY COHESION**
WE TAKE PRIDE IN OUR COMMUNITY BY PROVIDING SAFE AND ATTRACTIVE NEIGHBORHOODS ORIENTED AROUND PARKS, TRAILS, AMENITIES, AND PUBLIC SPACES; AND BY OFFERING OPTIONS FOR OUR COMMUNITY TO SHOP, GATHER, AND CELEBRATE.

COMMUNITY PRIDE (CP) GOALS & STRATEGIES	TYPE	PRIORITY	TIMELINE	LEADER (PARTNER)	ANTICIPATED COST
CP GOAL 1. MAINTAIN AND ENHANCE THE COMMUNITY'S CHARACTER AND CULTURE.					
CP 1.1. Develop and upgrade gateways (per Future Land Use Map) and establish appropriate and recognizable signage to bring attention to the Town.	Capital Project	Low	Longer term		
CP 1.2. Update code to allow for mixed-use and convertible streets that support a variety of uses including local festivals and events.	Just one table shown for now for layout purposes. The Final Draft will include all tables in the Plan-at-a-Glance. For now, to see all tables, please refer to the Implementation Chapter.		term		
CP 1.3. Identify, define, and protect natural areas, and other public spaces that create wildlife are natural areas, and other public spaces.			term		
CP 1.4. Ensure design guide to celebrate and preserve character throughout Town, making each neighborhood unique.			term		
CP 1.5. Continue to ensure that all projects made by the Town are in accordance with fundamental private property rights.			ngoing		
CP 1.6. Evaluate service capacity and facility needs for the library and senior center.		Study	Low	Longer term	
CP 1.7. Collaborate with event organizers and local businesses to support them in following ADA guidelines to ensure spaces and events are accessible to people with disabilities.	Program	High	Ongoing		
CP 1.8. Collaborate with event organizers to develop a community corps of volunteers that support Town events. Alongside this effort, develop a code of conduct for keeping Wellington Well -encouraging community members to take pride in taking care of public amenities.	Program	Medium	Ongoing		

Future Land Use Map

The Future Land Use Map illustrates desired growth patterns by identifying the characteristics and location of land use within the Town. The future land use plan should be used to guide zoning changes at the request of the landowners as development and redevelopment occurs. These evolving land uses will likely not occur within the life span of this planning document. However, having a map for knowing where and how to direct growth ensures the Wellington grows efficiently with balanced infrastructure capacity, and purposefully to honor the Town's character and values.

PURPOSEFUL GROWTH

...thoughtful and well-planned increases in density and intensity that honor and protect our town character and values. Purposeful growth ensures that our Town's footprint is contained, preserves valuable surrounding farmland and open space, promotes efficiencies in infrastructure provision and maintenance, offers adequate facilities, and advances a thriving economy that makes the town self-sufficient.

ALL NEW

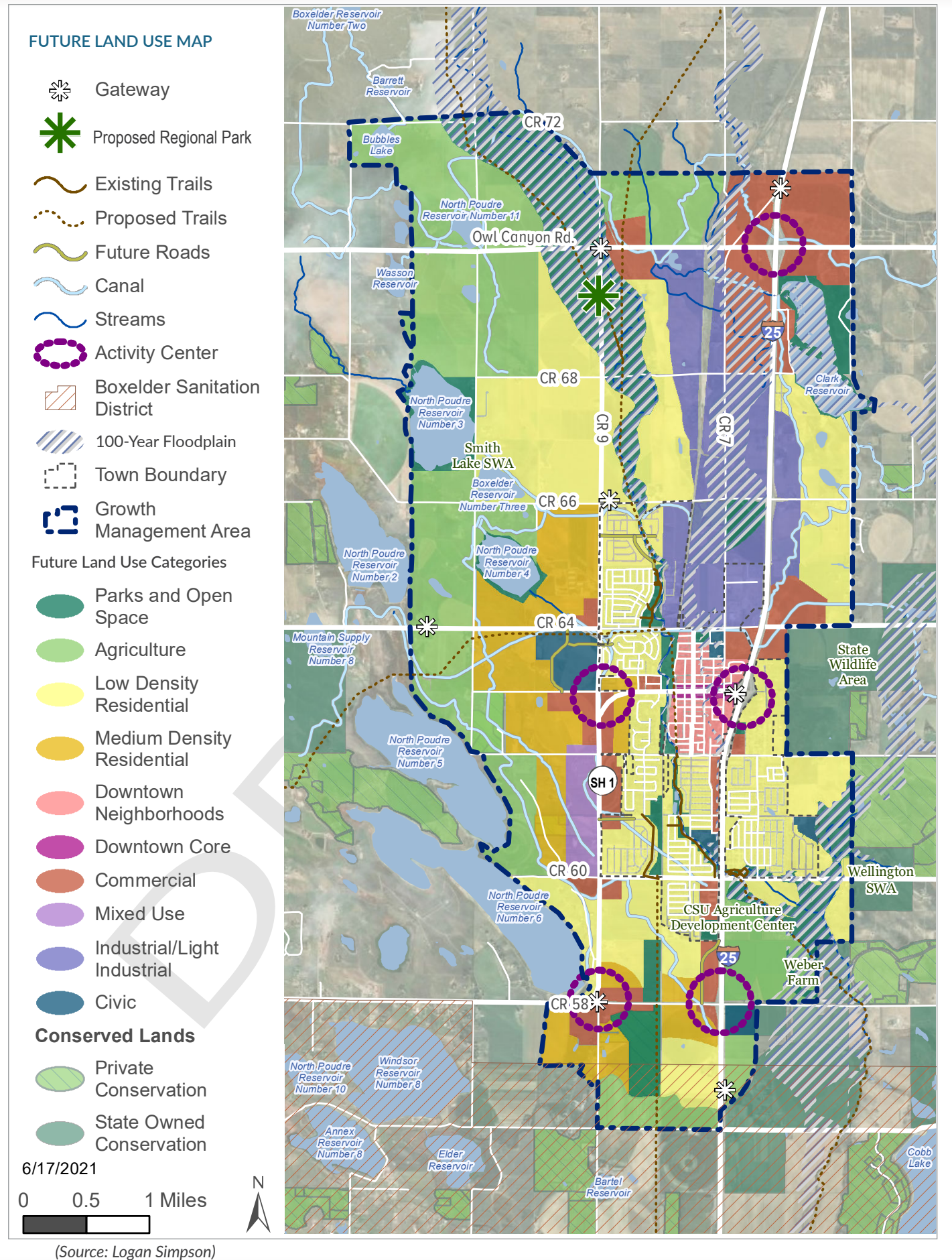




Photo Credit: Shannon Helvie with Eagle-I Media.

INTRODUCTION

INTRODUCTION

Why the Plan Update?

Since the development of the 2014 Plan, the Town of Wellington has grown from 6,800 to 10,000 9,950 residents today (Colorado Department of Local Affairs (DOLA), 2019Town of Wellington Staff estimate). This significant growth—a 476% increase—translates into increased demand for services. With new developments currently under construction and additional plans for future annexations, development pressures make it necessary to review the impacts of Town growth on public infrastructure, economic development, land uses, and community character.

This Comprehensive Plan (the Plan) update anticipates and accommodates future growth within the Town’s Growth Management Area (GMA) that encompasses 14,527 acres. The GMA represents the area beyond Town limits that can reasonably be expected to annex (at the request of property owners) as growth continues. (For more information on the GMA, please refer to the Future Land Use Chapter). The Plan update also accommodates previously identified needs

to diversify housing types, improve infrastructure, strengthen employment opportunities, and increase the tax base for the long-term health and wellbeing of the Wellington community.

Additionally, the development, adoption, and update of comprehensive plans is mandated through Colorado Revised Statutes (C.R.S. 31-23-206). Plans are to be used as long-range guiding documents that provide the framework for policy to implement regulatory tools like zoning, subdivision regulations, annexations, and updates to Town codes and standards. Colorado state statute also stipulates that plans must remain relevant, adapting to changing conditions and unanticipated events.

While Colorado’s law identifies comprehensive plans as advisory only, zoning and land use regulations shall be developed in accordance with this Comprehensive Plan. Proposed land use changes are reviewed for compliance with the Future Land Use map and goals in this Plan.



Who is this Plan for?

This Plan is designed to guide decision-making for Town leaders and to help community members understand future development and redevelopment considerations for Wellington from now into the next 20 years. The Plan is designed for:

- Residents or potential buyers interested in the location of new streets, parks, trails, or community facilities and services; or how neighboring lands might develop.
- Business, property owners, or prospective developers interested in land use recommendations or development policies for their property.
- Adjacent jurisdictions interested in growth management and collaboration with the Town.
- Planning Commission, Board of Trustees, and Town staff to make decisions regarding:
 - Development applications
 - Provision and extension of community services and infrastructure
 - Regional coordination efforts with other jurisdictions and agencies

How was the Plan Developed?

The Plan was developed in three phases, from January 2020 to March June 2021. As illustrated in the Project Timeline below, all phases included public events to involve the community in the process. Due to the COVID pandemic, in-person engagement was limited, however, the community came together in an impressive show of engagement online.

ENGAGEMENT SUMMARIES

For a detailed summary of the engagement methods and results, please see the Appendix for the Engagement Summaries for Phases 1-3.

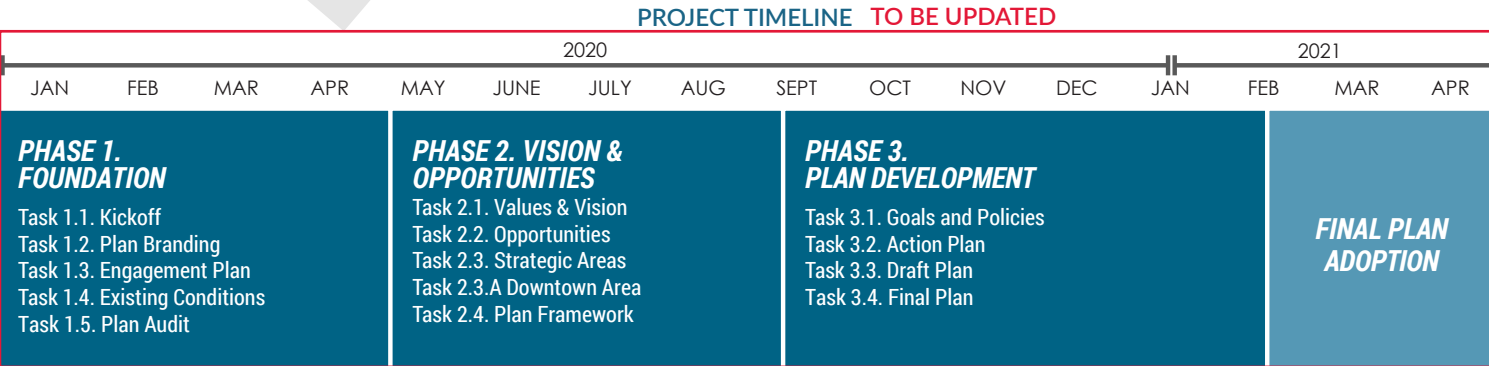
Well over 700 1,500 community comments (were received through stakeholder—meetings questionnaire and quick poll responses, comments on the public draft, and meetings with stakeholders, the Steering Committee, the Planning Commission, and the Board of Trustees. Community input served to substantiate existing policies and inform new ones, and, ultimately, helped prioritize and direct strategic actions. More importantly, it gave Town residents an opportunity to have policies and programs shaped by them and for them.

The 61 stakeholders interviewed generally represented a variety of residents, business owners, land owners, school principals, and community groups (i.e., faith-based groups, Women of Wellington, Parks Advisory Board, etc.).

Outreach efforts were made possible thanks to contributions from key Town staff who offered their support with day-to-day coordination, particularly as they navigated a heightened digital reality with the onset of the COVID-19 pandemic.

Town staff supported the distribution of communication materials on the project’s website and on the Town’s social media platforms. They also assisted in facilitating meetings, interviews, and presentations, and in distributing other tangible materials like posters, coasters, and information cards throughout the community.

Another group that played an instrumental role in supporting the development of the Plan, was the Steering Committee (SC) who ensured that every step of the process was consistent with the



character of the community. The SC were active participants throughout the planning process; providing invaluable feedback, weighing-in on decisions, collaborating with other groups, and reviewing the final Plan.

STEERING COMMITTEE MEMBERS	
NAME	ASSOCIATION
Tracey D. Jensen	Business Owner; Main Street Program Board member
Rebekka Kinney	Planning Commission Member; Town Trustee
Linda Knaack	Planning Commission Member; Business Owner
Jon Gaiter	Town Trustee
Gary Green	Wellington Fire Protection District Chief; Wellington Main Street Program Board Member; and Larimer County Planning Commission Member
Dan Sattler	Business Owner; Former Town Trustee

The Planning Commission and the Board of Trustees also had multiple opportunities to contribute to the planning process at different stages throughout the development of the Plan.

Hearing all voices

The community-driven nature of comprehensive planning results in broad perspectives shared by community members. Since Comprehensive Plans are limited in scope and must follow statutory guidelines, not all perspectives always make it into the final planning document. However, this Plan acknowledges that efforts were made to consider all perspectives shared during the planning effort. Up until the last engagement phase (the Public Review period) the Community Vision and Themes as well as other sections were updated to address public concerns. Some of the changes included: enhancing details about community engagement and demographics; stressing the need to balance regulations with a supportive business environment; and updating the Future Land Use Map and categories. An important addition was to make clear the Town's intention for 'purposeful growth,' that is based on thoughtful and well-planned increases in density and intensity that honor and protect our town character and values. Purposeful growth ensures that our Town's footprint is contained,

preserves valuable surrounding farmland and open space, promotes efficiencies in infrastructure provision and maintenance, offers adequate facilities, and advances a thriving economy that makes the town self-sufficient.

PLANNING IN UNCERTAIN TIMES

The Town of Wellington had set out to update its Comprehensive Plan to respond to significant population growth and increased service demands from the past decade. However, 2020 brought unseen changes and demands as the world responded to the COVID-19 pandemic. While this Plan update made every effort to incorporate the Wellington's community needs and desires and to consider industry trends, much uncertainty remains on the long term impacts of the pandemic. For this reason, it is more important than ever to ensure that this Plan is audited annually and considered for an reviewed and updated every five years. Modifications may occur in interim years whenever major policy changes occur that would impact the accuracy and direction of the elements in this Plan.

Local Planning Efforts

This Plan is the continuation of planning efforts the Town of Wellington has been taking since the development of its first Comprehensive Plan and Land Use Code, and their respective updates. Some planning accomplishments to date that should be celebrated include:

- Establishment of the Boxelder Stormwater Authority
- Attracted initial commercial services: dental, medical, and veterinary clinic; food and beverage
- Built the Boxelder Business Park
- Constructed # miles of trails
- Supported the establishment of the Downtown Main Street Program
- Established a Planning Department and an Economic Development Department
- Developed and supported multiple studies:
 - Market Analysis and Opportunity Assessment, 2019
 - Retail Leakage and Surplus Analysis, 2019
 - Municipal Water Efficiency Plan, 2018
 - Parks and Trails Master Plan, 2015
 - Centennial Park Concept Design, 2015
 - Economic Strategic Plan, 2015

Regional Efforts & Coordination

This Plan is also connected to other regional planning efforts. Coordination between plans and/or bylaws is important and could include the development and refinement of other plans. The plans of Larimer County, the Upper Front Range Transportation Planning Region and the North Front Range Metropolitan Planning Organization, and adjacent municipalities, and communities like Fort Collins, Waverly, and Buckeye, among others, should be considered to achieve the desired future for the larger North Front Range region. Coordination with regional entities may focus on regional transportation, land use compatibility, open space and wildlife protection, hazard mitigation, resource conservation, provision of water and sewer, and education and economic development, to mention a few.

Foundation for the 2021 Wellington Plan

Initial outreach efforts sought to capture the community's shared values (Page 3), from which a series of ideas were distilled to develop the below preliminary Community Vision and Themes. Finalizing these foundational components took a series of iterations with contributions from the steering committee, Town leadership, and the overall community.

Community Vision: Our friendly and supportive community welcomes you with a smile. Together, we take pride in celebrating and protecting our town character and values while welcoming productive ideas that enhance our quality of life. Our dreams take root and blossom in Wellington.

Community Themes:

Community Cohesion: We take pride in our community by providing safe and attractive neighborhoods oriented around parks, trails, amenities, and public spaces, and by offering options for our community to shop, gather, and celebrate.

Vibrant & Historic Downtown: We promote Downtown's vibrancy and history by preserving its distinctive charm, supporting its local flair, and enhancing its atmosphere and amenities for residents and visitors to create memorable experiences in the heart of our Town.

Thriving Economy: Our thriving business environment supports existing and new enterprises that offer needed services and local employment opportunities, contributing to our community's self-sufficiency and quality of life.

Reliable and Resilient Public Services: We ensure our public services are reliable and resilient by purposefully guiding growth while improving and maintaining infrastructure and services in a proactive and fiscally responsible manner.

Below is an illustration of how these community-driven components served as the foundation for the Plan, informing the different chapters, including the development of the goals, strategies, as well as the future land use and implementation plans.





Photo Credit: Brian Graves, Graven Images, 2019.



COMMUNITY COHESION

NOTE: Formatting is off to show tracked changes.

COMMUNITY COHESION

(HOUSING, PARKS & RECREATION, AND COMMUNITY EVENTS)

WHERE WE COME FROM

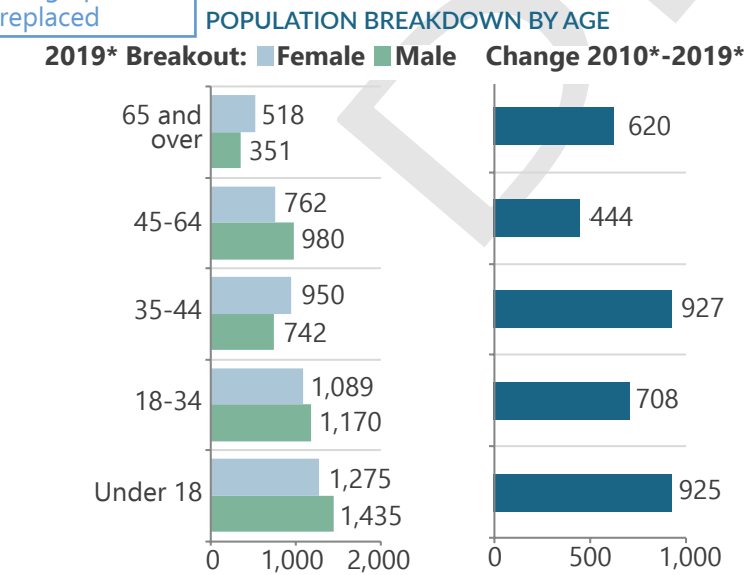
Existing Conditions

Population Demographics

Total population in the Town of Wellington is **estimated at about 10,000** (Colorado Department of Local Affairs (DOLA), 2019). **This is 4,000 more residents, 67% more, since 2010.** Using DOLA's population estimates from 2010-2019 that reveal a population growth rate of 6.85, it can be projected that Wellington population could reach 21,000 by 2030 and 41,000 by 2040. **[Projection now in Future Land Use Chapter].** During this time, as shown on the population breakdown below, the majority of population growth occurred in the under-18 and 35-44 (American Community Survey (ACS) 5-Year Estimate, 2019). This concentration, alongside a median age 32.6 years, confirms Wellington's reputation as a family friendly community.

Despite rapid population growth, the demographics of Wellington remained relatively constant from 2000 to 2019. The high number of children under 19 yrs old (30%) and people aged 25 to 44 (38%), as well as the relatively young median age (32.6 yrs) confirm Wellington's reputation as a family friendly community. Attention should be given to ensure amenities (e.g. safe

infographic replaced



(Source: ACS 5-year estimates used. 2019 represents average characteristics from 2015-2019; 2010 represents 2006-2010.

and active travel to school, recreation facilities, etc.) are designed and maintained to support the healthy development of Wellington children and youth, and to offer the youth attractive opportunities to remain in town once they graduate from

Wellington is an increasingly diverse community with 85% of Wellington residents identifying as White, about 11% as Hispanic, 1% as Black or African American, and about 3% as other ethnicities including American Indian, Asian, Native Hawaiian, or others. (ACS 5-Year Estimate, 2019).

Race and ethnicity demographics for Wellington show that over 84% of residents identify as White and approximately 16% as Hispanic/Latinx (ACS, 2019). Latinx refers to a gender-neutral term for Latino/Latina. Wellington Hispanic/Latinx representation is larger than Larimer County (11%), although lower than Colorado State (21%). Despite Wellington's Hispanic/Latinx community ability to speak English well or very well (ACS, 2019), this group is not represented in Town affairs, such as boards and commissions.

Education demographics for Wellington show that 97% of residents have a high school degree and, that of those over 25 years old, 35% have a bachelor's degree or higher (ACS 5-Year Estimate, 2019).

Housing Stock

Of the 3,244 homes in the Town, over 61% have been built since the year 2000, making Wellington's housing stock fairly new (ACS 5-Year Estimate, 2019). Most of these homes (93%) are single-family homes, and median number of rooms for all homes is 6.1, offering enough bedrooms for the 2.9 people per household.

Home Ownership and Renters

When compared with peer communities, while Wellington's \$91,566 median household income (the income cut-off where half of the households earn more, and half earn less) is the second lowest on the list, its home prices are the most favorable. This has allowed 93% of Wellington residents to become home owners. Despite this advantage, a significant percentage of Wellington households are considered cost-burdened.

This table was updated to compare the same peer communities as in other sections, instead of only between Larimer County and Colorado.

MEDIAN HOUSEHOLD INCOME (MHHI) AND MEDIAN HOME VALUES (MHV) COMPARISON

PEER COMMUNITY	MHHI	MHV	VACANCY RATE
Wellington	\$91,566	\$358,000	Add
Berthoud	\$78,393	\$451,000	Add
Mead	\$103,393	\$458,000	Add
Timnath	\$138,576	\$525,000	Add
Windsor	\$99,732	\$445,000	Add

(MMHI Source: ACS 5-Year Estimate, 2019; MHV Source: Zillow, 2019)

With median household incomes (the income cutoff where half of the households earn more, and half earn less) and median home values more favorable than in nearby Fort Collins or Larimer County overall, 89% of Wellington households proudly call themselves homeowners. Despite this advantage, a significant percentage of Wellington households are cost-burdened.

Cost-burdened Households

These are Cost-burdened households are those who pay more than 30% of their gross income on basic required housing expenses. (US Housing and Urban Development Department). In Wellington, 22% of owners and 17% of renters are cost-burdened (ACS 5-year estimate, 2019). These are households who pay more than 30% of their gross income on basic required housing expenses. Some of these cost-burdened households benefit from the Wellington Housing Authority that subsidizes 28 family units and 14 senior units. However, other households that may experience difficulty finding housing to fit their lifestyle but do

not qualify for housing subsidies are Wellington's valued workforce.

Workforce Housing

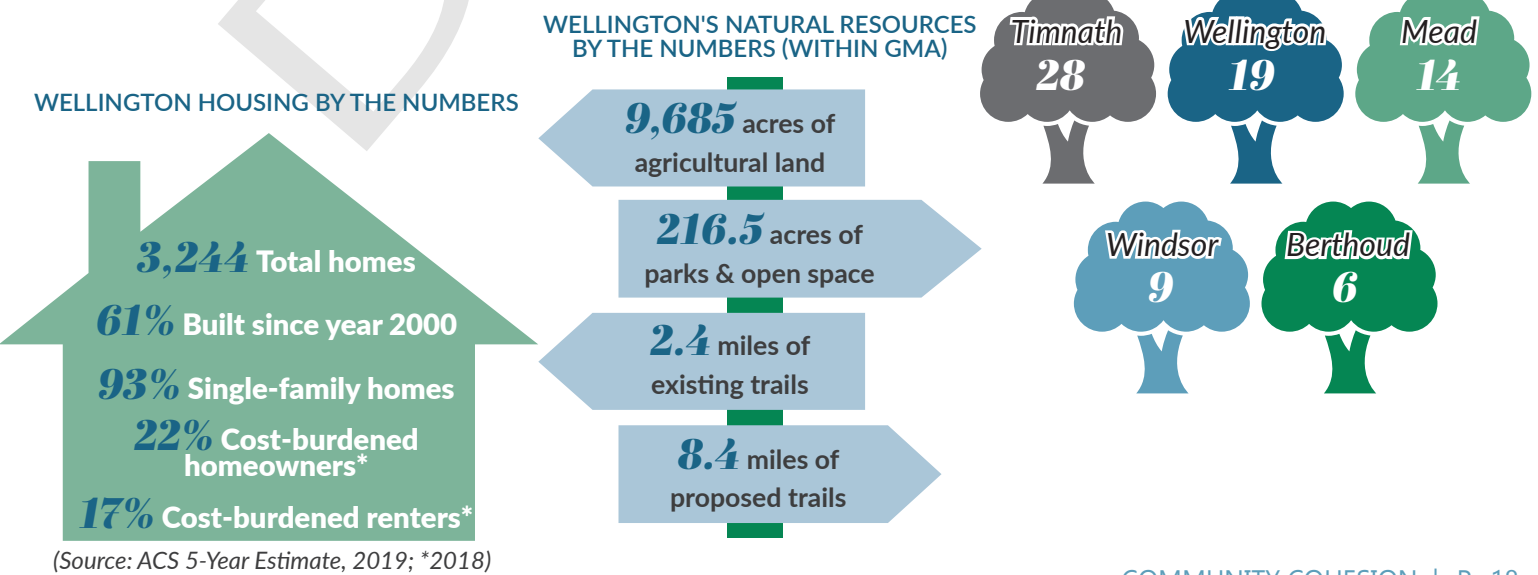
Workforce housing provides for professions such as police officers, firefighters, teachers, health care workers, retail clerks, and the like. Normally, most individuals in these professions are middle income workers who contribute greatly to communities. As Wellington continues to grow, efforts should be made to ensure the local workforce is able to find homes that fit their lifestyle and needs.

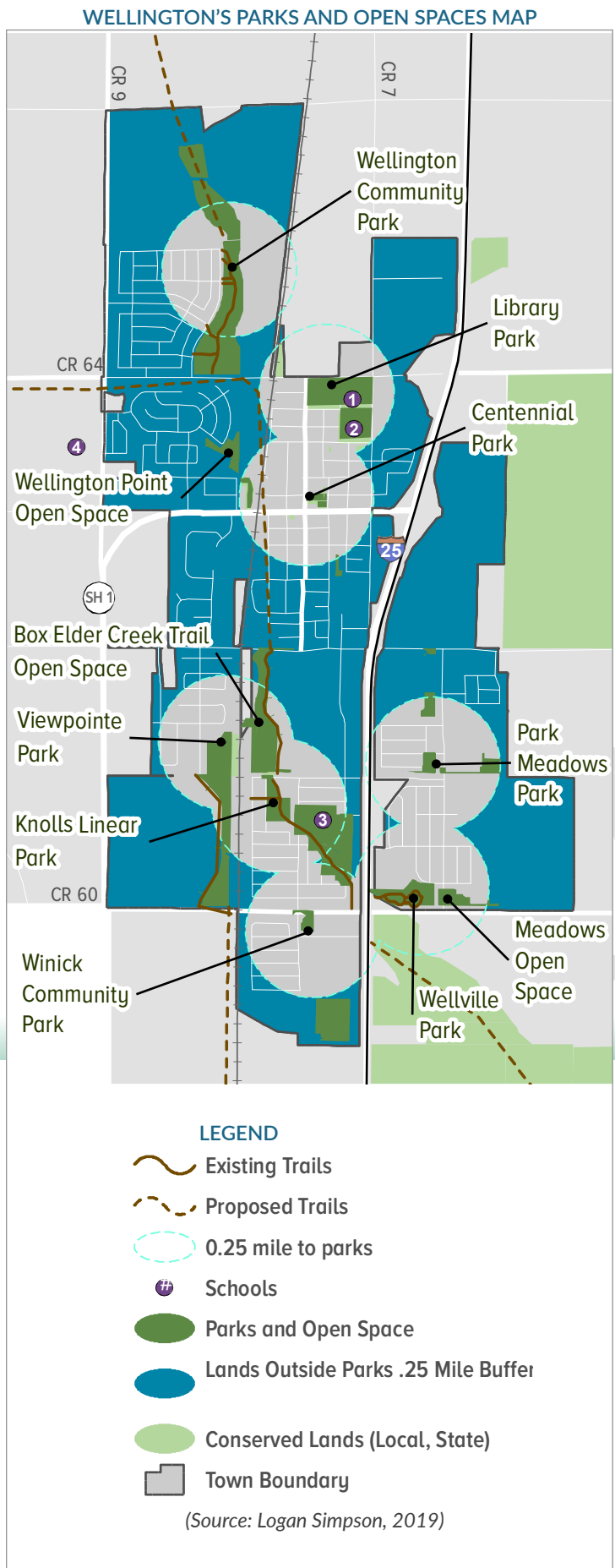
Natural Resources

Wellington is surrounded by relatively flat land comprised primarily of active agricultural land, much of which is under conservation easements. These easements preserve both productive agricultural land and wildlife habitats. With approximately 1,275 acres of agricultural land within Town limits and 9,685 acres in the GMA (USDA Cropscape, 2018), many species depend on the food and shelter found in these areas. Other benefits of these conservation easements is that they act as community separators—an area of undeveloped land between two municipalities created to permanently conserve the integrity of the two jurisdictions.

Wellington Parks & Open Spaces

Wellington's eight parks and three open spaces within its GMA add up to 216.5 acres. The community is thankful to the Parks Advisory Board (PAB) for their advocacy in maintaining and improving Wellington's





parks and open space. As shown on the Wellington's Parks and Open Spaces Map (left next page) most not all residents are within a 0.25 mile radius of a park or open space. However, when visiting parks, some residents are not able to easily access these valued spaces due to poor sidewalk connectivity or road barriers (e.g., highway traffic, train tracks, insufficient underpasses, etc.) and lack of ADA infrastructure. In addition to local parks, Wellington is flanked by large swaths of conserved agricultural land to the east.

Joint Use Facilities

To augment Wellington's existing Park and Recreation programs such as flag football, volleyball, dodgeball and basketball, the Town and the school system have an agreement to share some facilities and maximize the operations and maintenance costs. Less formal but greatly beneficial partnerships also exist with the Wellington Community Church to share use of their recreational facilities.

Other Nearby Recreation Areas

Wellington residents and visitors also benefit from other recreational areas not far from Town. Just 10 minutes northwest of Town, Smith Lake State Wildlife Area offers wildlife viewing, hiking, and some hunting.

Other popular day-use open spaces located approximately 20 miles north of Wellington are Soapstone Prairie Natural Area and the adjoining Red Mountain Open Space. These areas are well known in the Wellington community and throughout the region for their expansive multi-use trail network, beautiful scenery, and as a place to see wild bison.

QUESTIONNAIRE INSIGHTS: AREAS THE TOWN CAN WORK ON TO IMPROVE OUR QUALITY OF LIFE



101 total responses. Respondents selected all that applied. Percentage indicates the number of times that each option was selected.

WELLINGTON COMMUNITY EVENTS

EVENT	MONTH
Easter Egg Hunt	March/April
0.5K Fun Run	April
Wellington Brewfest	June
Farmers Market	June-October
4th of July Festivities	July
Well-O-Rama Music Fest	August
Fishing Derby	September
Denim and Diamonds Gala	October
October Fest	October
Main Street Trick-or-Treat	October
Holiday Parade	December
Christmas Tree Lighting	December

Trails

Today, Wellington has 1.9 miles of mostly paved trail within Town boundaries and 2.4 miles of existing and 8.4 miles of proposed trails within the GMA. Enhancing trail connectivity across Town and particularly east to west connections were a common response in the community input received throughout the planning process.

More specific information about trails can be found in Transportation Section of the Reliable & Resilient Public Services Theme, pages 39-54.

Community Events

Wellington events are a big source of pride for the community, and are enjoyed by locals and visitors alike. The Town's Community Activities Commission and many local organizations like the Chamber of Commerce, the Main Street Program, churches, and the community at large, all help organize many well attended events. As shown on the table above, these events largely take place during the summer and fall.

Accomplishments Since the Last Plan

Housing developments have remained strong in Wellington over the past several years, with over 1,500 homes built from 2014 to 2020.

In terms of Parks and Recreation, the Parks Advisory Board (PAB) was established in 2014 to advise the Board of Trustees on Parks facilities and programming. The PAB got to work right away to support the Town with an update to the Wellington Parks and Trails Master Plan (originally adopted in

2008). Updated in 2015, the master plan guides the Town's efforts in planning and development of existing and future parks and trails. Other tangible and proud accomplishment in 2015 were the construction of the Wellington Community Park, a 30-acre park with many recreation amenities; and the establishment of a Parks Fund, to support park development and maintenance.

With regards to community events, thanks to the support and dedication of local organizations, local events keep getting better and bigger year after year. Even in a year as unusual as 2020—due to the pandemic context—local organizations found creative ways to organize community activities and even start a new community event: the Main Street Halloween trick-or-treat event.

Key Challenges & Opportunities

While single-family homes continue to be popular in Wellington, they do not fit all community members, like older adults or empty nesters looking to downsize, newlyweds or workforce looking for a starter home, or individuals looking for a small unit.

As homes continue to be built (or retrofitted), efforts should be made to adjust regulations to allow/encourage a diversity of housing types and sizes, and prevent the restriction of certain types of housing units and development. diversify them in terms of size, design, and pricing. Some tools may include homes to meet accessibility, sustainability, and attainability standards as well as sharing information on readily available resources (e.g., tax credits, grants, etc.).

As shown in the questionnaire insights (see graphic on page 31), improvements to community facilities and parks, trails, and open space are a strong aspiration for the community. Efforts should be made to align housing developments with improvements to these treasured community assets and to ensure a safe and connected system of trails and sidewalks that is accessible to all irrespective of age or ability.

Another opportunity for the Town is to identify land uses suitable for hosting encourage the creation of winter events to ensure a consistent provision of events across all seasons; and to ensure all events and community facilities follow ADA guidelines for accessibility.

Community voices have not changed. However, they were left out of this draft to provide space for tracked changes.



COMMUNITY COHESION

We take pride in our community by providing safe and attractive neighborhoods oriented around parks, trails, amenities, and public spaces, and by offering options for our community to shop, gather, and celebrate.

WHERE WE'RE HEADED

Community Cohesion (CC) Goals & Strategies

CC GOAL 1 | MAINTAIN AND ENHANCE THE COMMUNITY'S CHARACTER AND CULTURE.

CC 1.1. Develop and upgrade gateways (per Future Land Use Map) and establish appropriate and recognizable signage to bring attention to the Town.

CC 1.2. Update the Land Use Code to allow for flexible spaces and convertible streets that support a wide range of uses including local festivals and events.

~~Identify, define, and promote more land uses that creates wildlife areas, public reservoirs, natural areas, and other passive recreational opportunities. [Deleted since this was already considered in the creation of the FLUM]~~

CC 1.3. Create design guidelines that celebrate and preserve distinct features throughout Town, making each area/neighborhood unique.

CC 1.4. Continue to ensure that land use decisions made by the Town are in accordance with fundamental private property rights.

CC 1.5. Evaluate service capacity and facility needs for the library and senior center.

CC 1.6. Collaborate with event organizers and local businesses to support them in following ADA guidelines to ensure spaces and events are accessible.

CC 1.7. Collaborate with event organizers to develop a community corps of volunteers that support Town events. Alongside this effort, develop a code of conduct for keeping Wellington well—encouraging community members to take pride in taking care of public amenities.

CC GOAL 2 | ENSURE THAT EXISTING AND FUTURE RESIDENTIAL DEVELOPMENTS CONTRIBUTE TO ENHANCING QUALITY OF LIFE.

CC 2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first time home-buyers, lower income earners, and people with disabilities, among others.

CC 2.2. Support Housing Catalyst the Wellington Housing Authority in their mission to provide affordable housing.

CC 2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while ensuring homes are both affordable and cost comparable.

CC 2.4. Update off-site improvement requirements to include separation buffers yards for bicyclist and pedestrian safety and comfort as well as adequate connections between destinations and directional signage.

CC 2.5. Ensure adequate park, trail, and open spaces are added to land use mix as the population grows.

CC 2.6. Identify partners and resources to build a campaign to promote air quality in and around Wellington to ensure air quality is maintained as Wellington and the North Front Range continues to grow. ~~focusing first on identifying primary sources of air pollution and strategies to mitigate these.~~

CC GOAL 3 | ENHANCE, MAINTAIN, AND INCREASE RECREATIONAL SPACES AND NATURAL AMENITIES SO THEY CAN BE ENJOYED BY ALL AGES AND ABILITIES.

CC 3.1. Update the 2015 Parks and Trails Master Plan to develop a visionary network of accessible and connected trails and parks. amenities.

CC 3.2. Develop criteria to create and update the level of service standards for parks and open spaces to ensure public spaces are safe, illuminated, accessible, and clean.

~~Explore funding opportunities to support the development and maintenance of parks. [Covered in Public Services Strategy ...]~~

CC 3.3. Identify locations for larger, regional parks.

CC 3.4. Collaborate with CSU's Agricultural Sciences Department and Wellington's Parks Advisory Board (PAB) to incorporate thematic opportunities for environmental and historical education in the design of recreational areas and trails (e.g., markers that identify species, farms, and the historical significance of land).

CC 3.5. Promote the involvement of community members of different backgrounds, ages, and abilities in designing outdoor public spaces that can be enjoyed by all.

CC 3.6. Assess the need and timing for a recreational facility that can offer more opportunities for recreation.

CC 3.7. Collaborate with Colorado Parks & Wildlife to increase year-round access to nearby natural areas—including NPIC reservoir #4 as a possible recreational area—and ensuring ways to waive user fees or keep to a minimum.

CC 3.8. Work with the community, Parks and Recreation Department, and the Parks Advisory Board to identify a location for and build a new wheel park for the use of skateboards, roller blades, bicycles, wheelchairs, etc.

CC GOAL 4 | ENSURE RESIDENTS AND VISITORS ARE AND FEEL SAFE.

CC 4.1. Provide responsive, local law enforcement at the level and in the areas necessary to ensure public safety.

CC 4.2. Identify a funding source for anticipated future law enforcement needs necessitated by growth.

CC 4.3. Identify and implement Crime Prevention through Environmental Design (CPTED) strategies in key Town areas.

CC 4.4. Collaborate with the community to ensure the provision of community spaces to host after school programs and recreational opportunities for the area youth.

CC GOAL 5 | ENCOURAGE DEVELOPMENT PROJECTS AND THE COMMUNITY TO EMBRACE AND SUPPORT AGRICULTURAL HERITAGE AND HEALTHY FOOD NETWORKS.

CC 5.1. Update the Land Use Code zoning and subdivision regulations to encourage development to have inclusion of agricultural elements and themes (e.g., orchards, community gardens, repurposing agricultural structures, etc.) into the design of development. their design.

CC 5.2. Collaborate with new and existing neighborhoods, the school district, and other community partners to implement agricultural elements and themes in neighborhoods and facilities.

CC 5.3. Establish relationships and collaborate with local agricultural producers, community partners and the business community in order to create new opportunities to connect local residents with local agricultural products (e.g., small scale farming operations, Community Supported Agriculture, and small vegetable stands) and to develop an Agricultural Day to raise awareness of and build pride for local agriculture.

~~Assess the need for a Transfer of Development Rights program to preserve active agricultural land in perpetuity. [Covered in Public Services Strategy 2.7]~~



Photo Credit: Brian Graves, Graven Images, 2018.



VIBRANT & HISTORIC DOWNTOWN

VIBRANT & HISTORIC DOWNTOWN

WHERE WE COME FROM

Existing Conditions

As seen on the Downtown's Current Land Uses Map below, the Downtown is characterized by single story commercial development consisting primarily of restaurants, retail, and service establishments. There is also a cluster of civic/public uses, such as Town Hall and the Planning and Building Department, located at the eastern edge of Downtown; as well as some single-family homes on both the east and west ends of Downtown. One last but important land use for Downtown is Centennial Park.

In recent years, vacancy and rental rates Downtown have increased and many buildings have begun to fall into disrepair, prompting Wellington to conduct a Downtown assessment and spurring the development of the Main Streets Program non-profit in 2014. The assessment report, which included stakeholder interviews, called for the area's revitalization, including developing design guidelines, attracting additional restaurant and retail businesses, and improving the pedestrian experience.

Community feedback during the Comprehensive Plan Update also revealed a desire for continued improvements to the Downtown. During the Plan's visioning phase, when the community was asked what they saw as opportunities to make Wellington a more **reliable sustainable** and inviting town to live, work, and play, their top choice (58% of 102 responses) was to "have safe, pleasant,

and accessible streets and spaces in Downtown." The community voiced many more desires for Downtown (see community voices at bottom right of next page).

Given the Downtown's characteristic as a key activity center for the Town, many residents and visitors alike are drawn to the heart of town on a daily basis. Hence, safe and convenient connections for multiple modes of transportation (i.e., motorized and non-motorized) are essential to provide good connections within Downtown and transitions to surrounding areas.

Other transportation-specific existing conditions and opportunities for Downtown can be found in Transportation Section of the Reliable & Resilient Public Services Theme, pages 39-54.

Accomplishments Since the Last Plan

In 2014, at the same time that the previous Plan was being adopted, the Wellington Main Streets Program was created to steer Downtown improvements. In 2017, the Program **became the first Main Streets community in Colorado to achieve** Designated Status through the Department of Local Affairs (DOLA) **and in 2020 it became a Graduate Program.** **since 2013:** As stated in their mission, the goal of the Main Streets Program "is a group of passionate citizens who champion community collaboration to enhance and promote downtown Wellington." **is to "promote, enhance, and develop Downtown Wellington for the benefit of its inhabitants, businesses, and visitors."** **The map below depicts the Main Streets Program boundaries, which**

include the Downtown area, but also expand beyond the Downtown area north and south.

Thanks to the Main Streets Program's leadership and the contributions of other community groups, the Downtown has benefited from various streetscape improvements like planters, murals, festivals, bicycle parking, benches, and most recently, and most recently, **enhanced pedestrian crossings to improve access and safety across SH-1 in the Downtown. two signs for pedestrian crossing along Cleveland Ave. the portion of SH-1 that is at the hear of Wellington, from Wellington Blvd. to Pheasant Run Ln.**

In addition to beautifying Wellington's Downtown, the Main Streets Program builds pride and togetherness for the Wellington community. This characteristic became more evident with the onset of the COVID pandemic, when the Program found ways to bring in color and hope to the community by planting hundreds of flowers along 6th Street and Cleveland Ave., and by organizing a window decorating contest. The Town of Wellington, businesses owners, and the overall community also stepped in to help and keep spirits high as they swiftly responded and adapted to the safety guidelines outlined by the Center for Disease Control.

Another accomplishment **since the last Plan that is** worth highlighting **was is** the 2015 creation of a concept design for Centennial Park. The document's recommendations (below) are still relevant today as echoed in the community input received during the development of the 2021 Comprehensive Plan:

- Design is adaptable over time.
- Increased signage and open space will enhance the visibility of the park.
- Nature-based play will be interactive and educational for children.
- The park will connect to Downtown businesses.

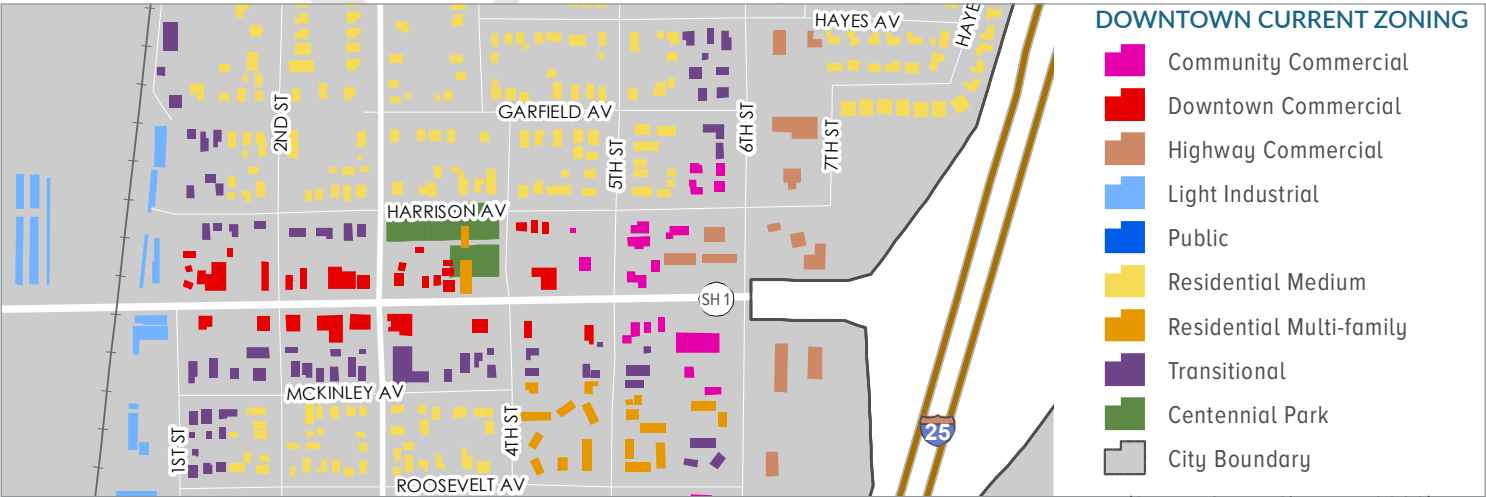
Key Challenges & Opportunities

While the community recognizes and appreciates Downtown improvements to date, they see the Downtown as a key opportunity area for the Town. Downtown challenges and opportunities kept coming up throughout the Plan's different outreach events, including in conversations with stakeholders and the Steering Committee.

Based on community's input, a Map of Downtown Opportunities (see next page) was developed to illustrate some of the locational opportunities for Downtown. In addition to these, **other a** key challenges and opportunities **are: is** to balance staying small and unique, while building a vibrant Downtown with a thriving economy; **ensuring that new developments and retrofits complement the historic character of Downtown; and enhancing Centennial Park to be the focal point of Town.**

THE FUTURE OF CENTENNIAL PARK AS ENVISIONED BY THE PARKS ADVISORY BOARD

Centennial Park should provide a pavilion or stage for events and performances; include power and utilities accessible restrooms for events; consider a tree replacement program; integrate active recreation at appropriate location(s) within the park; relocate skate park and basketball court; consider expanding park if/when private parcels become available for acquisition; and integrate functional playgrounds and art throughout the park.



(Source: Logan Simpson, 2020)

COMMUNITY VOICES

"...We need consistent sidewalks off the streets immediately around Downtown. I would like to see more trash cans and dog poop bag dispensers here too."

"My son is in a power wheelchair, accessible sidewalks and especially accessible businesses would be a HUGE help. All businesses should be wheelchair accessible."

"Update or tear down old, ugly buildings. They are not indicative of a prospering, well kept, welcoming town. Enforce codes (weed control, parking in the red, low hanging trees, etc.)."

"Flashing lights by the new crosswalk signs."

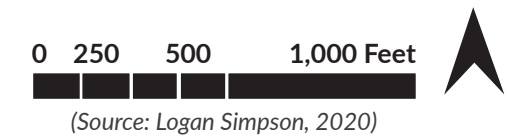
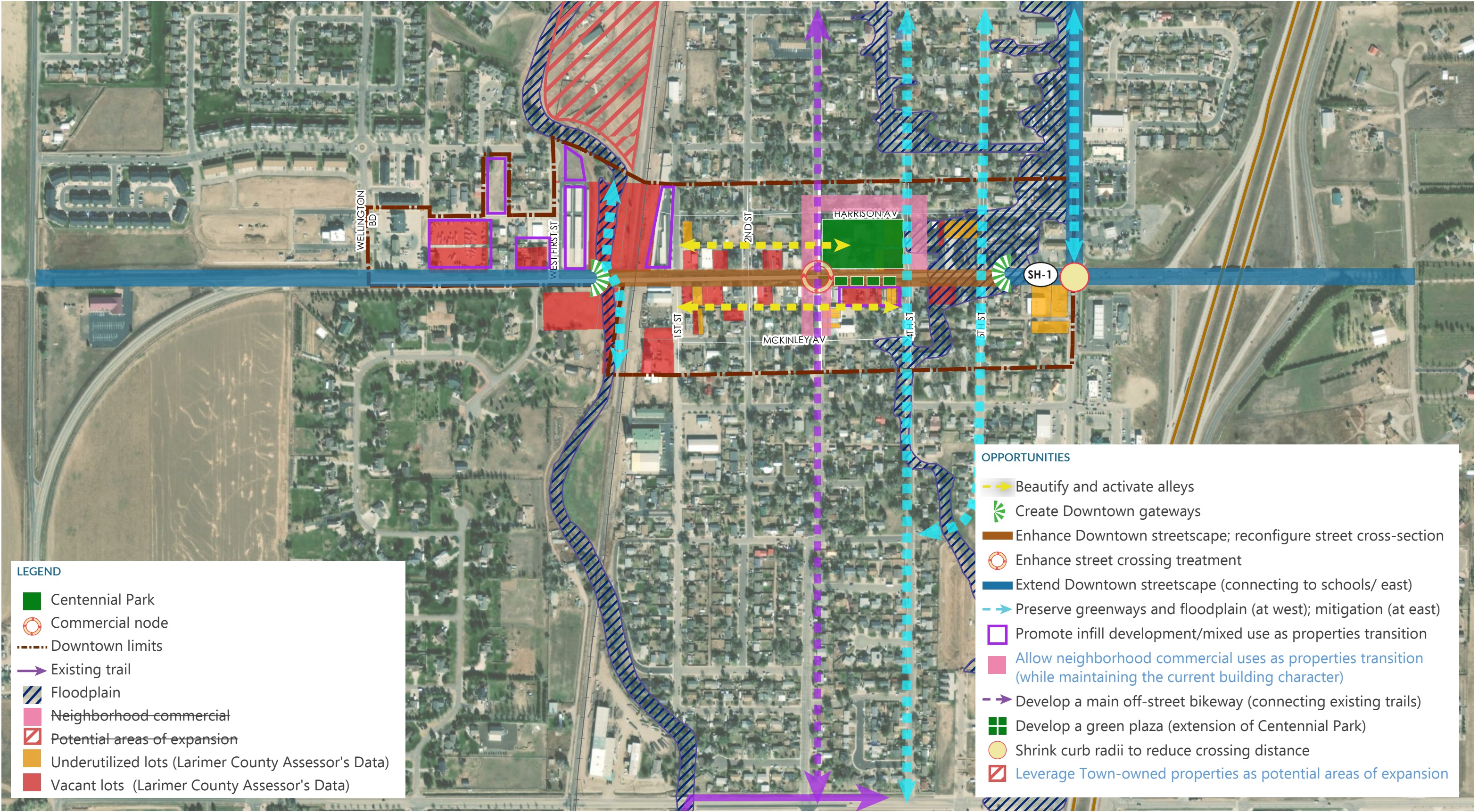
"Our Downtown should expand out and south on SH-1."

"Assess impacts of power being one-phase in Downtown"

"... Accommodate for rain runoff during heavy rain events to help businesses Downtown from flooding."

Allow and promote for "a little bit later closing time for the businesses. More of a chance to pull more people in for more cash flow for the businesses..."

"Maintain Centennial Park as an open space."





VIBRANT & HISTORIC DOWNTOWN

We promote Downtown's vibrancy and history by preserving its distinctive charm, supporting its local flair, and enhancing its atmosphere and amenities for residents and visitors to create memorable experiences in the heart of our Town.



WHERE WE'RE HEADED

Vibrant & Historic Downtown (DT) Goals & Strategies

DT GOAL 1 | IMPROVE THE APPEARANCE AND VITALITY OF DOWNTOWN TO ACHIEVE AND SUPPORT AN ECONOMIC, SOCIAL, AND CULTURAL CENTER FOR THE TOWN.

- DT 1.1. Undertake and implement a Downtown Master Plan ~~that considers~~ Centennial Park.
- DT 1.2. Develop Downtown Design Guidelines to reflect ~~current~~ community values and needs (e.g., enhanced streetscape, connectivity, gathering places, and accessibility, among others); to promote the preservation, renovation, and adaptive reuse of historic structures; and to provide clear regulatory guidance for decision-making.
- DT 1.3. ~~Apply and/or~~ Support applications for appropriate grants/funding from the National Trust for Historic Preservation.
- DT 1.4. Assess ~~feasibility to and~~ implement programs and incentives to address preservation and rehabilitation of historic buildings and landmarks at time of development review.
- DT 1.5. Plan for improvement and development of parks and greenspace to increase social gathering places.
- DT 1.6. Explore the redevelopment of Centennial Park as a ~~type of 'Civic Center Park,' giving the Town's a~~ central meeting place for community wide events and activities and ensuring the involvement from a variety of Town stakeholders including the Main Street Program, Wellington Chamber of Commerce, Farmer's Market, Downtown Residents, Downtown Businesses and Daycares, Boys & Girls Club, and others.
- DT 1.7. ~~Assess the feasibility of~~ Explore leveraging the Town-owned properties (e.g., along the west side of the train tracks) to enhance trail connections and contribute to the expansion of public spaces (adaptable plaza or space for pop-up events, food trucks, etc.).
- DT 1.8. Enhance alleys (with art, seating, plantings, pathways, lights, paving, etc.) to contribute to improving community/social gathering spaces in Downtown. ~~Identify opportunities for the community to be a part of beautification efforts.~~
- DT 1.9. Continue the support of a variety of public art within Downtown.
- DT 1.10. Expand Downtown to include Harrison Ave. and McKinley Ave. as well as connecting side streets for buildings within this area to be allowed to convert to a low impact commercial use (e.g., lawyer's office or chiropractic clinic), at the owner's request without altering the look of the building.
- DT 1.11. ~~Plan for development of~~ Develop a plan to further designate pedestrian and bicycle connections within and to Downtown.
- DT 1.12. Ensure Downtown streetscapes support ADA requirements, offering safe and accessible options for all people. ~~non-motorized travellers.~~

(More transportation-specific goals and strategies for the Downtown are in on pages 53-54, the Transportation Section in the Reliable & Resilient Public Services Theme)

DT GOAL 2 | ALIGN DOWNTOWN AND ECONOMIC DEVELOPMENT EFFORTS TO ENSURE A THRIVING FERTILE BUSINESS ENVIRONMENT THAT SUPPORTS EXISTING AND NEW BUSINESSES.

- DT 2.1. Identify funding resources and work with banks to provide low interest loans to assist property owners in updating buildings to meet current code standards.
- DT 2.2. Identify vacant and underutilized properties and work with the owners to accomplish the Downtown vision and goals. Alongside this effort, assess incentives for infill and compact development in Downtown and surrounding neighborhoods.
- DT 2.3. ~~Ensure updates to the Land Use Code zoning and subdivision regulations honor and complement the existing historic character while allowing mixed use building types in and adjacent to the Downtown Core. to encourage mixed-use structures and higher density housing types in and adjacent to the Downtown Area.~~
- DT 2.4. Collaborate with economic development efforts to identify and actively pursue boutique lodging businesses for Downtown.
- DT 2.5. Ensure utilities like high speed internet, water/wastewater expansion, adequate electricity capacity, and other essential needs are available for businesses to establish and maintain operations in Downtown.
- DT 2.6. Amend parking standards for Downtown to improve vitality and economic support of businesses.
- DT 2.7. Increase access to and signage for public restrooms to encourage through traffic to stop Downtown.

DT GOAL 3 | MITIGATE FLOODPLAIN IMPACTS TO DOWNTOWN PROPERTIES AND AMENITIES.

- DT 3.1. Ensure Downtown stormwater infrastructure improvements as well as development and redevelopment projects are consistent with the upcoming Stormwater Master Plan.
~~Assess code updates and create guidelines for use of green infrastructure (storm water parks, rain gardens, etc.)~~ [Covered in Reliable & Resilient Public Services (Facilities & Programs) Strategy 1.8]
- DT 3.2. Evaluate reconfiguring street and parking standards along SH-1 (Cleveland Ave.) to incorporate plantings and drainage improvements.



Photo Credit: Logan Simpson, 2019



THRIVING ECONOMY

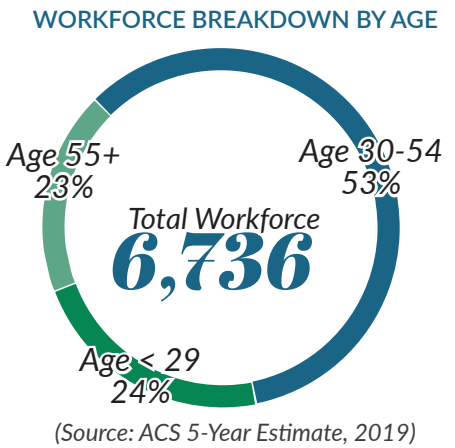
THRIVING ECONOMY

WHERE WE COME FROM

Existing Conditions

Employment Demographics

Wellington has a total workforce of 6,736 people, of which 53% are between the ages of 30 and 54, 24% are under the age of 29, and 23% are 55 or older (ACS 5-Year Estimate, 2019).



Income Indicators

When compared to peer communities (see table below), despite having similar education attainment and a higher average number of people per household, Wellington's median household income of \$91,566 and median per capita income of \$33,349 fall lower on the list.

Major Employment Industries

The education, health care, and social assistance industries employ the largest percentage (22%) of the Wellington workforce. This number is expected to rise with the building of the new middle and high school anticipated to be completed by the fall of 2022.

Means of Travel to Work

Driving alone in a personal vehicle is by far the most common means for Wellington residents to travel to work—80% of all commuters drive alone to their jobs, 12% carpool in personal vehicles, 4% work from home, and another 4% use alternative modes for commuting (ACS 5-Year estimate, 2019). This, however, is not strictly indicative of travel preferences but possibly on the limited infrastructure (e.g., safe and connected trails and sidewalks) and *i-non*existent public transportation options that would make it possible for people to choose *other alternative* modes of transportation to get to local and regional destinations.

Inflow and Outflow of Primary Job Holders

A primary job is the highest paying job for an individual worker, this includes one job per worker and may be in the public or private sector.

Wellington has 4,595 individuals holding a primary job. Of these, 770 live outside of Wellington and commute into Town for work, 3,608 live in Town and commute elsewhere for work, and only 217 live and work in Town (see infographic below). Those commuting elsewhere for work have an average commute time of 26 minutes each way.

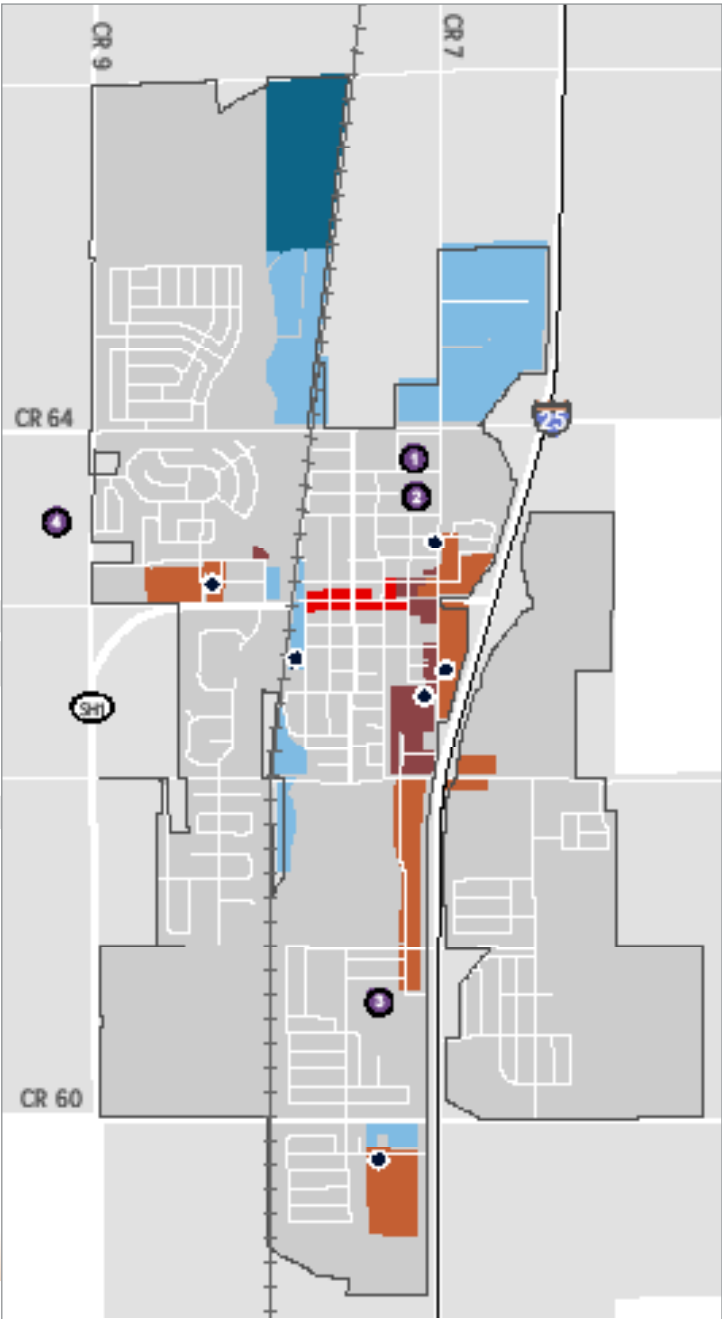
Local Businesses

Wellington has 681 local businesses that provide jobs to 987 people (US Census Survey of Business Owners, 2012).

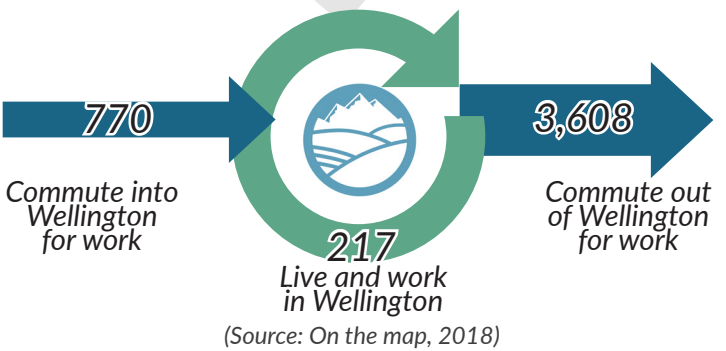
Commercial Land Uses

As shown in the Commercial Land Uses Map (right), there are three categories of commercial use in Wellington: Downtown, Highway, and Community. These uses are clustered into three primary areas: the Downtown area, the west side of I-25, and a small area south of CR 60. Wellington also has industrial and light industrial areas mostly located along the railroad. As illustrated in the map, the only commercial development east of I-25 is the small patch of Highway Commercial near the underpass. This means that the residents of east Wellington do not have goods and services at a convenient distance; motorized travel is inconvenient with just one interchange to cross the highway and non-motorized travel is limited with just one underpass.

WELLINGTON'S COMMERCIAL LAND USES MAP



WELLINGTON INFLOW AND OUTFLOW COUNT (PRIMARY JOBS)



PEER COMMUNITIES INCOME INDICATORS

PEER COMMUNITY	MEDIAN HOUSEHOLD INCOME	PER CAPITA INCOME	BACHELORS DEGREE OR HIGHER	AVERAGE PEOPLE/HOUSEHOLD
Wellington	\$91,566	\$33,349	35%	2.9
Berthoud	\$78,393	\$36,530	32%	2.5
Mead	\$103,393	\$40,050	35%	2.9
Timnath	\$138,576	\$45,857	36%	3.1
Windsor	\$99,732	\$43,965	32%	2.8

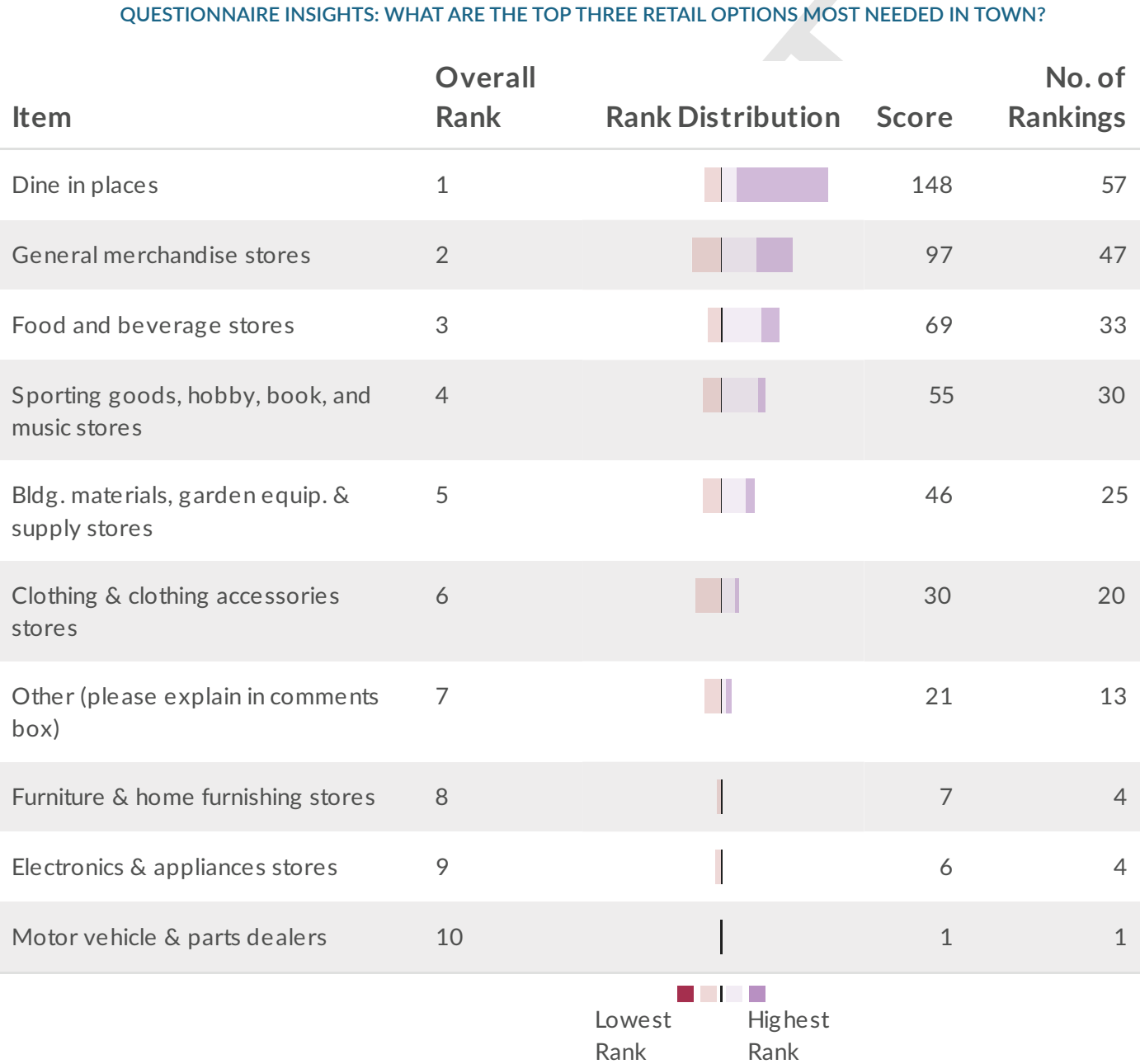
(Source: ACS 5-Year Estimate, 2019)

Accomplishments Since the Last Plan

Since 2014, the Town has welcomed and supported the establishment of # local businesses ranging from ___ to ___.

The establishment of an Economic Development Department in 2019 has largely contributed to the Town's commitment to diversify, grow, and strengthen Wellington's economy. With a mission to expand the primary employment base and grow retail and service opportunities for residents and

businesses, the department had a productive first year developing resources to promote Wellington as an ideal place to invest in. The department worked alongside the Wellington Area Chamber of Commerce and the Main Street Program to support existing and aspiring businesses owners with networking opportunities and information sharing, overall contributing to "connecting business with opportunity."



Key Challenges & Opportunities

Currently, over 90% of the employed residents in Wellington commute for work. When commuters are traveling to other cities for work, they are likely spending money on groceries and goods before returning home to Wellington. A Retail Leakage Market Analysis completed for the Town in 2019 indicated that Wellington has a potential of over \$2 million in annual retail sales the general retail and merchandise leakage is approximately \$48 million (Buxton Report, 2019). In order to maintain a vibrant economy that increases services and jobs for residents and tax revenue for the Town, Wellington must continue to identify additional business opportunities. Some ideas suggested in the Market analysis include businesses that will enhance recreation, entertainment, lodging, and basic needs (e.g., grocery store), among others. Also, insights (left) from a questionnaire done as part of this Plan Update revealed the community's preference for the top three retail options. Further community input also suggested opportunities for additional health care and other social assistance industries like childcare, for instance.

In terms of job creation, as the Town works to increase and diversify jobs, efforts should be made to promote the creation of skilled jobs as well as opportunity for small and home business innovation. Just as important, attention should be given to ensure opportunities (e.g., entry level jobs, among others) are in place for the youth to remain in Town once they graduate from high school.

As shown on the Commercial Land Uses Map (page 46), Wellington's land uses for economic activity are mainly on the west side of the I-25 corridor, leaving east Wellington residents without convenient access to goods or services.

Lastly, the land occupied by residential areas (1,146 acres) reveals some imbalances when compared to commercial areas (278 acres). The following table provides a more detailed comparison of residential to commercial ratios based on parcels tagged with a land use. As Wellington continues to grow, it would be useful to guide development towards a desired ratio—a mix of development that supports around 1 job per household or more is typically desired.

PEER COMMUNITIES RATIO OF RESIDENTIAL TO COMMERCIAL ACRES (INCORPORATED AREAS, 2020)

PEER COMMUNITY	RESIDENTIAL ACRES	COMMERCIAL ACRES	RATIO OF RES. TO COMM. ACRES
Wellington	1,146	278	4.0:1
Berthoud	1,441	330	4.4:1
Mead	1,246	116	10:1
Timnath	1,232	475	2.6:1
Windsor	6,354	2,181	3.1:1

(Source: ESRI, 2020)

COMMUNITY VOICES

- "More businesses on the east side. We feel left out of many opportunities."
- "...more retail options so that residents don't have to go to Fort Collins for purchases."
- "A couple [commercial] buildings large enough to have more seating for sit down family-style restaurants..."
- "How about a food truck parking area inviting different ethnic styles and flavors?"
- "Stop butting residential up against I-25, which would make good business locations and visibility."

- Install underground utilities to catalyze commercial development.
- "My son is in a power wheelchair, accessible sidewalks and especially accessible businesses would be a HUGE help. All businesses should be wheelchair accessible."
- "...no place for semi-truck to park (and give us their business)"
- Have commercial areas that are "visually appealing with significant landscaping... Shaded seating areas. Art/sculptures sprinkled throughout would be nice."



THRIVING ECONOMY

Our thriving business environment supports existing and new enterprises that offer needed services and local employment opportunities, contributing to our community's self-sufficiency and quality of life.



WHERE WE'RE HEADED

Thriving Economy (TE) Goals & Strategies

TE GOAL 1 | DIVERSIFY THE TOWN'S ECONOMIC BASE

- TE 1.1. Ensure land uses and supporting infrastructure and utilities are available to provide opportunities for needed services (grocery store, [pharmacy drug store](#), assisted living, and similar identified service providers) and home businesses to establish their businesses in Wellington.
- TE 1.2. Leverage activity centers (illustrated in the Future Land Use Map) to promote land uses that would capture traffic to and from nearby destinations to draw visitors to our local businesses.
- TE 1.3. Collaborate with Economic Development efforts to ensure land uses are available for:
 - Hosting regional sports competitions to build pride among local youth and attract sports tourism.
 - Businesses that can build on regional recreation such as [year-round indoor entertainment](#), sporting goods store, and bicycle shops.
 - Businesses such as hotels and restaurants to locate along the I-25 Corridor and Owl Canyon Road.
 - [A food commissary that supports food trucks and food startups.](#)
- TE 1.4. Leverage the BNSF railroad spur north of Town to attract key businesses to the area.
- TE 1.5. Evaluate a lodging tax to support local tourism and recreation programs and facilities.
- TE 1.6. Encourage appropriately integrated lodging options throughout Town, including bed and breakfasts, motels, [and hotels, and others.](#)

TE GOAL 2 | BALANCE COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL LAND USES TO ENSURE A VARIETY OF CONVENIENT AMENITIES AND APPROPRIATE INFRASTRUCTURE.

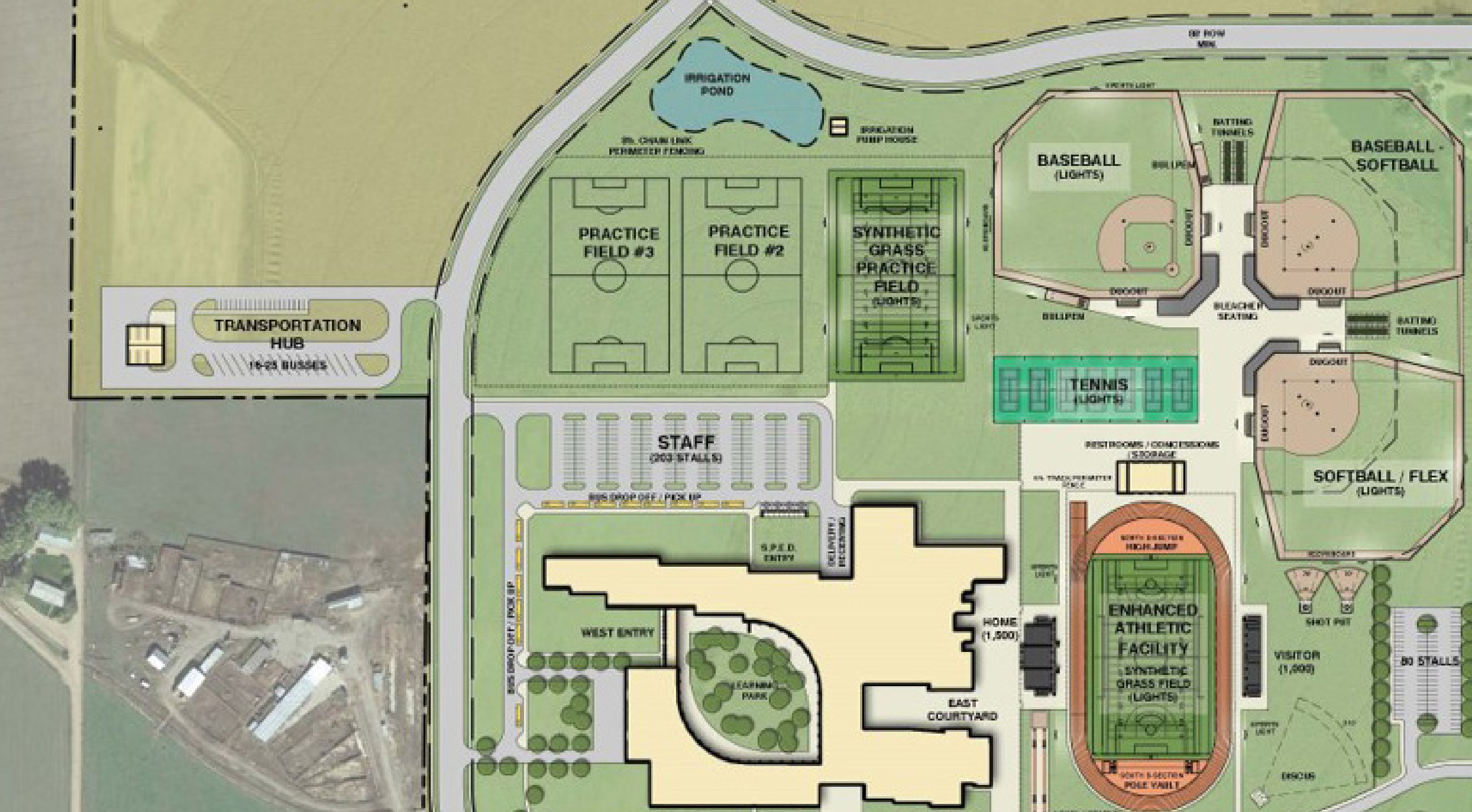
- TE 2.1. Regularly assess the need to update development impact fees that align with community needs and regional best practices to enhance amenities and appropriately cover infrastructure costs.
- TE 2.2. Ensure land use standards accommodate a variety of businesses so small local businesses, big box, and chain stores have available options.
- TE 2.3. Promote architecture and design aesthetics that [are consistent with honor](#) the Town's rural, [historic](#), and agricultural heritage.
- TE 2.4. [Work with CDOT to](#) assess the opportunity of having a Rest Area/Travel Plaza designated for use during closure of I-25 to relieve the congestion of semi-trucks on community streets/parking areas during inclement weather.
- ~~Old 2.5 Ensure appropriate ordinances are in place for the potential introduction of marijuana dispensaries.~~
- TE 2.5. Ensure new industrial developments are consistent with the Infrastructure and Water Efficiency Plans.

TE GOAL 3 | PROMOTE AGRITOURISM AS A KEY SECTOR FOR WELLINGTON'S ECONOMY.

- TE 3.1. Provide agritourism as an allowed use in appropriate zone districts.
- TE 3.2. Highlight and align economic development programs and tools to include opportunities for local agricultural, tourism, and recreation industries. This effort should also include working with local groups to develop, establish, and maintain a repository of available resources for interested parties to engage in agritourism activities.
- TE 3.3. [Encourage urban](#) ~~Allow small-scale~~ farming.
- TE 3.4. [Promote the creation of a](#) ~~Create~~ farmer's market or work with County to expand farmer's market to Wellington.
- TE 3.5. Collaborate with existing regional efforts that support and encourage agritourism.

TE GOAL 4 | DEVELOP A SUPPORTIVE BUSINESS ENVIRONMENT THAT AIDS IN CREATING A THRIVING LOCAL ECONOMY.

- TE 4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.
- TE 4.2. Identify and address municipal and administrative barriers to business development.
- TE 4.3. Communicate with existing businesses to understand needs and plans for expansion and retention within the community.
- TE 4.4. Ensure appropriate land uses are available for the establishment of local organizations like non-profits, places of worship, and cultural facilities like museums, among others.
- TE 4.5. Assess feasibility of financing and funding options such as tax increment financing, site acquisition and preparation, revolving loan funds, and tenant improvement assistance to incentivize businesses and job creation.
- TE 4.6. Increase coordination for tourist-oriented development signage (blue signs on CDOT roads) that promote local businesses and reduce the need for very large signage.



Wellington Middle-High School Site Plan (Final design may vary from this Site Plan)
Photo Credit: Poudre School District, 2020

RELIABLE & RESILIENT PUBLIC SERVICES (FACILITIES & PROGRAMS)

WHERE WE COME FROM

This chapter is divided into two sections: facilities and programs, and transportation.

Existing Conditions

Schools

Wellington is part of the Poudre School District (PSD) which services much of Larimer County. Currently, Wellington has two elementary schools, Eyestone and Rice, and the Wellington Middle School. High school students are bussed from Wellington to Fort Collins. However, the Wellington Middle-High School (Site Plan on pages 36-37), a 252,652 247,500 square foot facility that will serve 1,5200 students, is scheduled to open in the fall of 2022. PSD intends to repurpose the current Wellington Middle School (likely into an intermediate school) once the new school is completed.

Fire Protection District

Established in 1905, the Wellington Fire Protection District (WFPD) covers 288 square miles. In addition to fire protection, the WFPD provides hazardous materials response, Wildland Fire and Urban Interface services, and emergency medical response services.

Law Enforcement

Larimer County Sheriff Office Dispatch provides the Town of Wellington with law enforcement services. Local patrol services include a sergeant, a corporal, a desk deputy and 7 5 patrol deputies. When needed, additional deputies respond from other districts in the County. Additional law enforcement services are provided to the Town from all other divisions of the Sheriff's Office.

Wilson Leeper Community Center

Wellington's only community center is home to the Town's public library, a senior resource center, and board room for the Board of Trustees. The center

maximizes its space by having flexible rooms that can accommodate a variety of community events.

Natural Hazards Mitigation

Wellington's boundary abuts lands with the 100-year floodplains of Boxelder Creek and Indian Creek on the southeastern edge and Coal Creek on the northeastern edge. Development and main transportation routes in these areas may be at risk of flooding during major flooding events. For this reason, Town ordinances, in compliance with the Federal Emergency Management Agency (FEMA) standards, require any development in the floodplain to provide documented elevations that place structures above the 1% (100-year) base flood elevation.

Droughts are another common hazard in Wellington and the State of Colorado and greatly impact water-intensive sectors such as agriculture, municipal water supplies, recreation, tourism, and wildfire protection. With new water supplies solely relying on precipitation (i.e., rain and snow) and with a semiarid climate, droughts affect all counties in Colorado (National Drought Mitigation Center, 2018). Historical data from the National Drought Mitigation Center indicates that Larimer County has been one of the counties most impacted by droughts, reporting 82 drought impacts since 1935.

To mitigate floods, droughts, and other natural hazards, the Town of Wellington participates in preparedness planning with Larimer County and uses its Hazard Mitigation Plan. The County also operates an Emergency Operations Center, from which coordinated efforts and responses are executed to support all municipalities.

Water Supply

According the 2018 Municipal Water Efficiency Plan, Wellington supplies 2,375 acre-feet per year (AFY) of water via two main sources: The North Poudre Irrigation Company for up to 2,000 acre-feet of raw water per year, and three municipal wells

augmented under the Cache la Poudre Water User Association Plan. The Town also uses a series of wells for non-potable irrigation of outdoor spaces.

WATER SUPPLY VS. DEMAND

The Municipal Water Efficiency Plan estimates that based on the 1,091 AFY of water demanded for all uses in 2017, the current water supply is sufficient to allow the Town to grow to approximately 15,000 residents, provided new developments provide water for their outdoor uses. However, given that population projections estimate reaching 20,000 people in less than 10 years (ACS, 2019), the Town is working to improve water infrastructure and promote more efficient water use.

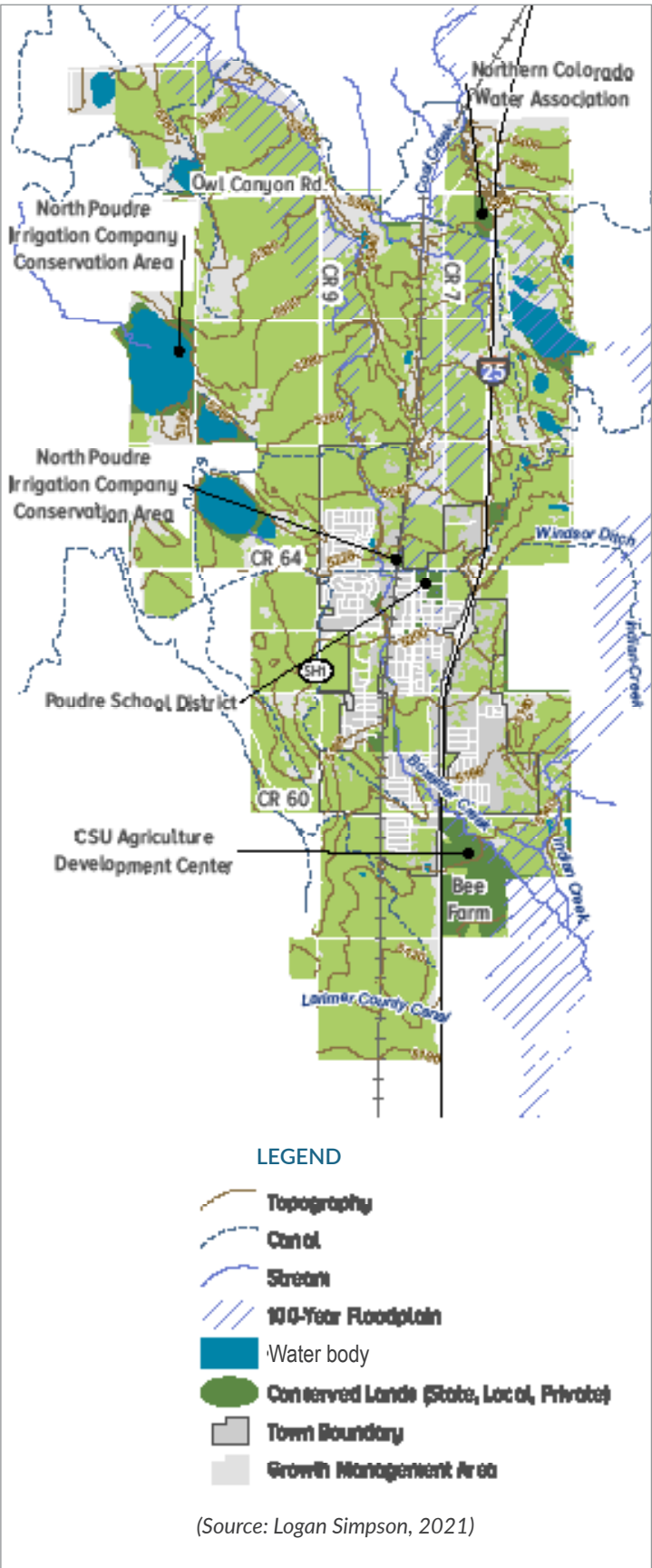
Water & Wastewater Infrastructure

The Town has a combination of four water treatment plant processes, two treated water storage tanks and a water distribution system. The water treatment plants processes have a current combined capacity of approximately 2.91 million gallons per day (MGD). The main conventional plant has a rated capacity of 2.0 MGD and the microfiltration plant also located at the main conventional plant is rated for 0.36 MGD. The Nanofiltration plant is rated for 0.4 MGD and the reverse osmosis (RO) plant is producing 0.15 MGD. At the time of developing this Comprehensive Plan, the Town is in the process of designing and constructing an expansion of the main conventional plant to increase the capacity of the conventional plant to 4.22 MGD. With other remaining treatment processes, the Town's total water treatment capacity is expected to nearly double.

The Town also has a wastewater treatment plant with a current treatment capacity of 0.9 MGD. At the time of this plan adoption, the Town is in the process of designing and constructing an expansion of wastewater treatment plant to a total treatment capacity of 1.8 MGD.

Both the water and wastewater treatment plant expansions are expected to be completed and operational in 2024. When both plants are fully operational, the facilities are expected to be capable of meeting the water and wastewater treatment

WELLINGTON'S NATURAL HAZARDS & FIRE PROTECTION DISTRICT MAP



needs for a population of approximately 24,000 residents. As the Town's growth begins to near the expected treatment capacity, consideration should be given to additional expansions of the water and wastewater treatment plants. Phased expansions should be evaluated for timing of design and construction, as well as careful consideration of funding options.

~~The Town has two water treatment plants, three municipal wells, two treated water storage tanks, and a water distribution system. According to the 2018 Municipal Water Efficiency Plan, the water treatment plants currently have a combined capacity of 7 million gallons per day (MGD). The Town also has a wastewater treatment plant with a current capacity of 0.45 MGD and with plans to expand to 1.2 MGD in the next few years.~~

WASTEWATER COLLECTION SYSTEM MASTER PLAN

The Town is currently in the process of creating a Wastewater Collection System Master Plan. This effort includes updating the Town's wastewater service area boundaries to include the area the Town reasonably expects to serve within a 20-year planning horizon. The Town has identified its expected 20-year growth management area (GMA) and 20-year service area boundary to include areas south of CR 58. Portions of the Town's identified GMA and service area boundary are currently also identified in the Boxelder Sanitation District service area. The Town will need to request a change to the Town's service area boundary to include these areas and coordinate with Boxelder Sanitation District to update a 2001 intergovernmental agreement (IGA) identifying a cooperative service area. Continued coordination with Boxelder Sanitation District will be necessary as infrastructure extensions are designed for the cooperative service area and development needs change in the future.

Stormwater *

Stormwater is managed by the Boxelder Basin Regional Stormwater Authority (BBSA) created in August 2008 by Larimer County, the City of Fort Collins and the Town of Wellington via an intergovernmental agreement. The BBSA is responsible for the implementation of regional improvements of the adopted BBSA Master Plan.

*Infographics removed from this 'tacked changes' draft to allow showing old/new text.

As identified by the community, Wellington's stormwater management focus areas should be Downtown and the I-25 underpass, as both are amenities and frequently flood with rain and melting snow.

Insights (below) from 59 questionnaire participants revealed a preference for stormwater parks—a type of green infrastructure—to be incorporated into the overall landscape design as a desired approach to manage stormwater throughout the Town. Note: Respondents selected all that applied. Percentage indicates the number of times that each option was selected.

GREEN INFRASTRUCTURE, STORMWATER, AND WATER QUALITY AND SUPPLY

Green infrastructure is a cost-effective, resilient technique used to manage stormwater. This technique leverages rain and the absorption features of many places like parks, open space, trails, and even rights of ways and personal yards to capture, clean, and store rain as it falls. Green infrastructure helps reduce floods, cut water purification costs, and restore water supplies, all in all, saving residents and the Town money and providing them with purposeful public amenities.

Waste Management Diversion

Currently, Wellington benefits from a transfer station that is owned and operated by Larimer County. The station accepts household trash only. No large items, appliances, or hazardous wastes are accepted. The County has plans for a new landfill north of Wellington (near the Rawhide Energy Station) that would predominantly accept trash from the Central Transfer Station.

Internet & Broadband *

According to Broadbandnow.com, Wellington's broadband coverage of 79% and average download speed of 53 megabytes per second (mbps), are comparable with peer communities (below). ~~The Town has eight Internet providers* with Viasat (formerly Exede) and HughesNet being the most common.~~ Despite Internet growth, however, a surprising 21% of residents are limited to one Internet service choice.

In Wellington, like in all of Colorado, Internet attainability is linked to affordability. According to

the same source, Colorado is struggling to keep up with the rest of the U.S., only 3% of the state's residents have access to a standalone Internet plan under \$60 per month.

Accomplishments Since the Last Plan

With the support of a FEMA pre-disaster mitigation grant, the Town and Larimer County collaborated to complete the Coal Creek flood mitigation project ~~(in date?)~~ which was on the Top 10 list of flood-prone watersheds in Colorado (www.FEMA.gov). Thanks to this project, approximately 200 homes, dozens of businesses, and two schools within the Coal Creek floodplain ~~have increased protection measures in place. are now protected.~~

To ensure appropriate water provision, the Town completed a Water Efficiency Plan (2018). The plan sets the road map for needed services and programs to meet an annual treated water demand of 1,683 acre-feet by 2027—a 54% increase from water demand in 2017. This State-approved Plan also qualifies Wellington for funding support to develop water supply and delivery projects.

A separate Wastewater System Master Plan is currently underway, and its progress will need to be incorporated into the Water Efficiency Plan and the Comprehensive Plan. Additionally, the Town is in the process of updating its landscape and irrigation standards to assess how to best implement advanced metering infrastructure, improve raw water rates, and change fee structures.

Key Challenges & Opportunities

COMMUNITY VOICES

These comments were distilled from conversations with stakeholders and responses to questionnaires.

- Improve communication of Town services.
- Construct a new Town Hall.
- Develop an emergency preparedness plan.
- Maximize rainfall use, i.e., by using grey water and rain barrels for non-potable gardening.
- Reduce outdoor irrigation demand and update landscape and irrigation standards.

With continuously increasing development pressures, the Town has an opportunity to enhance conservation of open space and farmlands for environmental and social benefits (i.e., to protect wildlife species and to increase passive recreation opportunities) and to maintain the agricultural character of the Town. Additionally, open space and farmlands, like other permeable spaces across Town, can be leveraged as green infrastructure to help mitigate floods and droughts—both of which impact water quality and supply.

While the Town is already working to address water supply challenges, efforts should be maintained to ensure consistent water provision and quality at reasonable rates for the community. Part of the water provision effort includes ~~identifying opportunities, policies and incentives for the community to improve water use practices. working with the community to improve water use practices.~~

Other opportunities revealed through community feedback are: improving internet access and reliability; developing a Wellington-specific emergency preparedness plan or guidelines to address most-likely emergency management scenarios; and enhancing communications to keep the community informed about Town projects and services, and give them more opportunities to participate in civic affairs. ~~One group that should be strategically targeted for this latter opportunity is the Hispanic/Latinx community who despite making up 16% of the Wellington community (ACS, 2019), are not represented in Town affairs. Also, while data on the number of disabled residents is not available, efforts should be made to have them represented in Town commissions to ensure a more accessible Town for all.~~

- Address water rights and water supply issues.
- Assess and mitigate concerns about drinking water (smell, taste, and color).
- Upsize and repair water mains throughout Town.
- Improve internet access and reliability.
- Identify strategies to extend public works' services in the southern and northwest sections of the GMA.



RELIABLE & RESILIENT PUBLIC SERVICES

We ensure our public services are reliable and resilient by purposefully guiding growth while improving and maintaining infrastructure and services in a proactive and fiscally responsible manner.

WHERE WE'RE HEADED

Reliable & Resilient Public Services Facilities and Programs (FP) Goals & Strategies

FP GOAL 1 | ENSURE A MAINTAINED LEVEL OF SERVICE AND EFFICIENT EXTENSION OF SERVICES WITHIN THE GMA.

- FP 1.1.** In partnership with Public Works, collaborate on an infrastructure master plan and planning documents to proactively guide and evaluate Town growth and limitations.
- FP 1.2.** Ensure the expansion and upgrades of utilities, infrastructure, and amenities are consistent with Town Plans (e.g., Water Efficiency, Stormwater Management, Emergency Preparedness, Infrastructure Plan, and this Comprehensive Plan) and that key projects are included in the five-year Capital Improvements Plan.
- FP 1.3.** Develop a monitoring and reporting system across all Town departments to ensure efficient upgrades and extensions of utilities and services (water, sewer, stormwater, streets, sidewalks, parks) and private service providers (cable, Internet, phone, recycling) that meet a fair rate structure.
- FP 1.4.** Develop an ADA and community informed project checklist for the review, maintenance, and update of streets and public spaces and ensure assess the need for priority projects are to be included in the Town's Capital Improvements Plan.
- FP 1.5.** ~~Provide or encourage installation of~~ Coordinate with entities to assess options for improving and diversifying private broadband and/or other high performance networks to encourage professional and technical companies to locate in Wellington and to offer improved services to residents and schools.
- FP 1.6.** Identify criteria to ensure an appropriate level of service reaches all residents within Town limits and promote the efficient and logical extension of infrastructure services within the Town's GMA boundary (focusing first on the SH-1 corridor and CR 58 southern and northwest sections of the GMA).
- FP 1.7.** Monitor development and growth in relationship to water supply and wastewater facility capacity.
- FP 1.8.** Ensure the Town's Landscape and Irrigation Standards assess options and locations for green stormwater infrastructure that address water runoff and supply and contribute to a more attractive and resilient urban environment. Alongside this effort, ensure guidelines are provided for residents who want to contribute to this effort (e.g., via rain gardens, permeable pavements, planter boxes, etc.).
- FP 1.9.** Identify and define natural hazards and sensitive areas and recommended setbacks or mitigation to more appropriately incorporate these areas into planning efforts (e.g., hazard mitigation, environmental conservation, recreation and access) and to reference them in development reviews.
- FP 1.10.** Assess opportunities and partners to develop a Wellington-specific emergency preparedness plan or guidelines to address most-likely scenarios for identified threats.
- FP 1.11.** Formalize Intergovernmental Agreements with Larimer County, nearby municipalities, and utility providers to enhance and streamline joint land use planning, utilities delivery, revenue

sharing, and growth boundaries among other considerations.

FP 1.12. Identify appropriate leadership to partner and build influence at the County and State levels to ensure Wellington's needs are considered and respected.

FP 1.13. Implement the Wastewater Collection System Master Plan, including consideration of service area boundaries in the southern portion of the GMA and coordination with Boxelder Sanitation District to evaluate efficient extension of infrastructure between wastewater utility service providers.

FP GOAL 2 | ENSURE NEW DEVELOPMENTS CONTRIBUTE TO ESSENTIAL COMMUNITY SERVICES AND INFRASTRUCTURE. INCLUDING BUT NOT LIMITED TO THE INTEGRATION OF SCHOOLS, STREETS, SEWER, TRAILS, PARKS, AND OPEN SPACE NETWORKS.

FP 2.1. Develop and promote comprehensive and predictable guidelines for developers to easily follow processes, access resources, and comply with Town requests and priorities as they complete development reviews.

FP 2.2. Require new utilities and existing overhead utilities to be underground for major development projects and support conversion of existing overhead utilities to transition to underground.

FP 2.3. Require new development to demonstrate how they will connect to and improve the existing networks for active transportation, vehicular traffic, open space and parks, and essential infrastructure for water, and wastewater, and stormwater.

FP 2.4. Assess community desire to update land use and building codes that would require (or incentivize) development to meet updated quality, sustainability, accessibility, and infrastructure standards. (e.g., universal design, green and solar infrastructure, radon mitigation, etc.).

FP 2.5. Host regular meetings with school, fire, and parks and recreation department districts to collaborate on upgrades to existing facilities and on securing locations for new facilities.

FP 2.6. Review and update impact fees for all developments on a regular basis (identify time

frame) so these developer paid fees contribute to parks and active transportation network enhancements, among other community benefits.

FP 2.7. Assess opportunities (e.g., conservation easements, Transfer of Development Rights, etc.) for conservation of open space and farmlands for environmental benefits and to maintain the open and agricultural character of the Town: so landowners don't feel pressured to have to sell their land to a developer and can continue to have a working farm or open land.

FP GOAL 3 | ENHANCE TOWN HALL FACILITIES AND SERVICES.

~~Pursue more regional, state, and federal grant opportunities and seek grant writing assistance to capitalize on funding opportunities. [moved to 3.6]~~

FP 3.1. Continue assessing the feasibility of a new Town Hall that unifies all Town services and creates a civic hub.

FP 3.2. Collaborate with local and regional schools to create a civic leadership curriculum and internship opportunities for individuals of all ages to learn about and contribute to Town affairs. Alongside this effort, develop a community corps of volunteers that support Town events. [moved to Community Pride Strategy 1.8.]

FP 3.3. ~~Ensure more diversity of voices in Town Boards and Commissions, for instance from Hispanics/Latinx and people with disabilities. Advertise and promote opportunities for Boards and Commissions' positions with the community at large.~~

FP 3.4. Share planning-related information and resources in the Town's monthly newsletter and via social media platforms. ~~Provide resources and information to elected and appointed officials and Town leadership to support informed decision-making.~~

FP 3.5. Maintain and enhance transparent and timely communication of Town projects and updates to the community.

FP 3.6. Pursue more regional, state, and federal grant opportunities and seek grant writing assistance to capitalize on funding opportunities for community-wide projects.

RELIABLE & RESILIENT PUBLIC SERVICES (TRANSPORTATION)

WHERE WE COME FROM

Existing Conditions

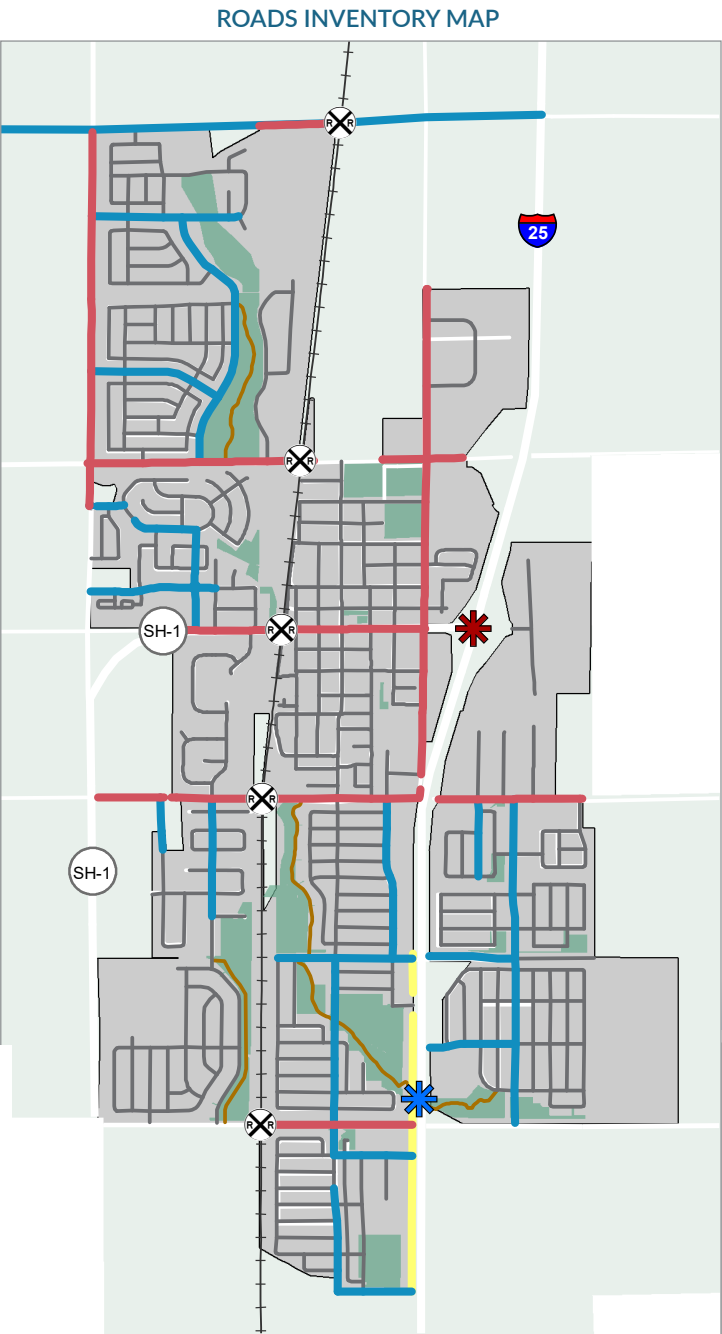
General Transportation Indicators

Annual average transportation costs in Wellington are just under \$14,700 (Center for Neighborhood Technology). The average Wellington household owns about two automobiles and travels over 24,000 miles per year. (For additional travel patterns, please see the Thriving Economy Chapter).

Roads Inventory

As illustrated on the Roads Inventory Map, Wellington is situated along I-25 with one interchange at SH-1 providing access to the Town. The majority of both the Town’s development and street network is on the west side of I-25. However, there is a large residential development on the east side between Jefferson Ave. and G.W. Bush Ave. CR-60; a trail underpass at Wellville Park provides bicycle and pedestrian access beneath I-25, but the SH-1 interchange (the only street crossing) is not comfortable for active travel and over a mile away from the furthest south development on the east side.

SH-1 is a CDOT-owned highway that provides an alternative to I-25 for accessing Fort Collins and US 287 from Wellington, and CR 64 provides regional



(Source: Felsburg Holt & Ullevig, 2020)

LEGEND

- Arterial
- Collector
- Frontage Road
- Local
- Trails
- Parks and Open Space
- Town Boundary
- Growth Management Area
- Trail Underpass
- Street Overpass
- Railroad Crossing

east-west connectivity to Nunn and Douglas Reservoir. West East of Downtown, SH-1 has a curved transition from an east-west alignment to a north-south alignment that includes two challenging skewed intersections with CR 62E and CR 9.

Wellington’s arterials (high-volume roadways that deliver motorized traffic between urban centers and connect local streets to highways) largely run east-west and north-south along county section lines.

A network of collector roads (low-to-moderate-capacity roads that move traffic from local streets to arterial roads) and local roads provides access to the Town’s residential and commercial developments.

Most of Wellington’s streets are unstriped two-lane facilities with curb and gutter, and SH-1 between 1st Street and 4th Street has an additional center turn lane is the only four-lane section. The unstriped streets are generally 32 feet wide. This presents an opportunity for enhanced bicycle and pedestrian accommodation because two travel lanes only require 20-24 feet of space, leaving up to 12 feet of excess space along these streets that could be considered for a bicycle lane and is currently only being used by parked cars.

CDOT maintains two automatic traffic count stations within Wellington, at the intersections of SH-1 and 2nd and 6th Streets. As seen on the chart below, in 2018, average daily traffic volumes at the 2nd Street intersection were 6,200 vehicles, and 10,000 vehicles at the 6th Street intersection (Online Transportation Information Systems, CDOT). These totals represent increases of 24% and 10% since 2014, consistent with the Town’s overall

growth. I-25 carried approximately 25,000 vehicles per day through Wellington in 2018, an increase of approximately 14% since 2014.

Railway

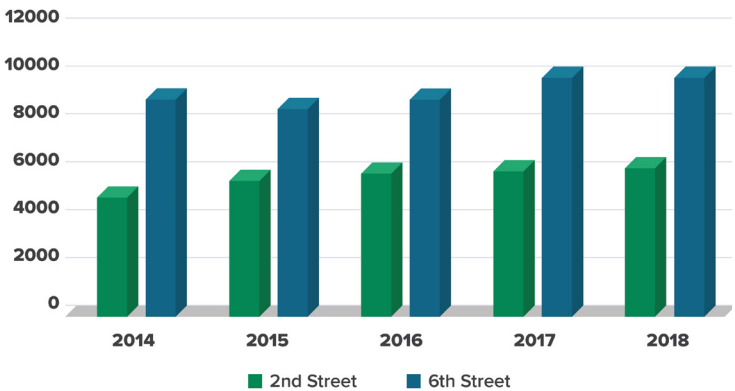
A BNSF Railway track runs north-south through the western portion of Wellington and there are four at-grade street crossings within the Town’s borders: Washington Ave., SH-1, Jefferson Ave., and G.W. Bush Ave. CR-60. At-grade crossings refer to crossings that are at the same level or grade as the railroad track (i.e., not an underpass or overpass). The crossings at SH-1, Washington Ave., and Jefferson Ave. both have gates and signals, but those at Washington Ave. and G.W. Bush Ave. CR-60 only have a yield stop signs and railroad crossing signs. Installation of crossing gates would be a substantial safety improvement.

On a typical day, three trains pass through Town during daytime hours (6AM to 6PM) and three more during nighttime hours (6PM to 6AM) at an average speed of 49 miles per hour. Community feedback revealed a desired for the Town to strive for a Quiet Zone designation for these crossings.

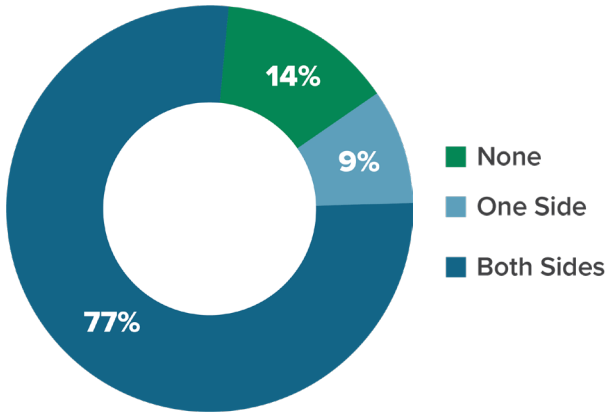
Sidewalks

As illustrated on the Sidewalk Inventory pie chart below, most streets in Wellington have sidewalks along both sides of the street, and most of these sidewalks are attached to the curb. Some blocks in the older residential neighborhoods between SH-1

SH 1 AVERAGE DAILY TRAFFIC VOLUMES



SIDEWALK INVENTORY

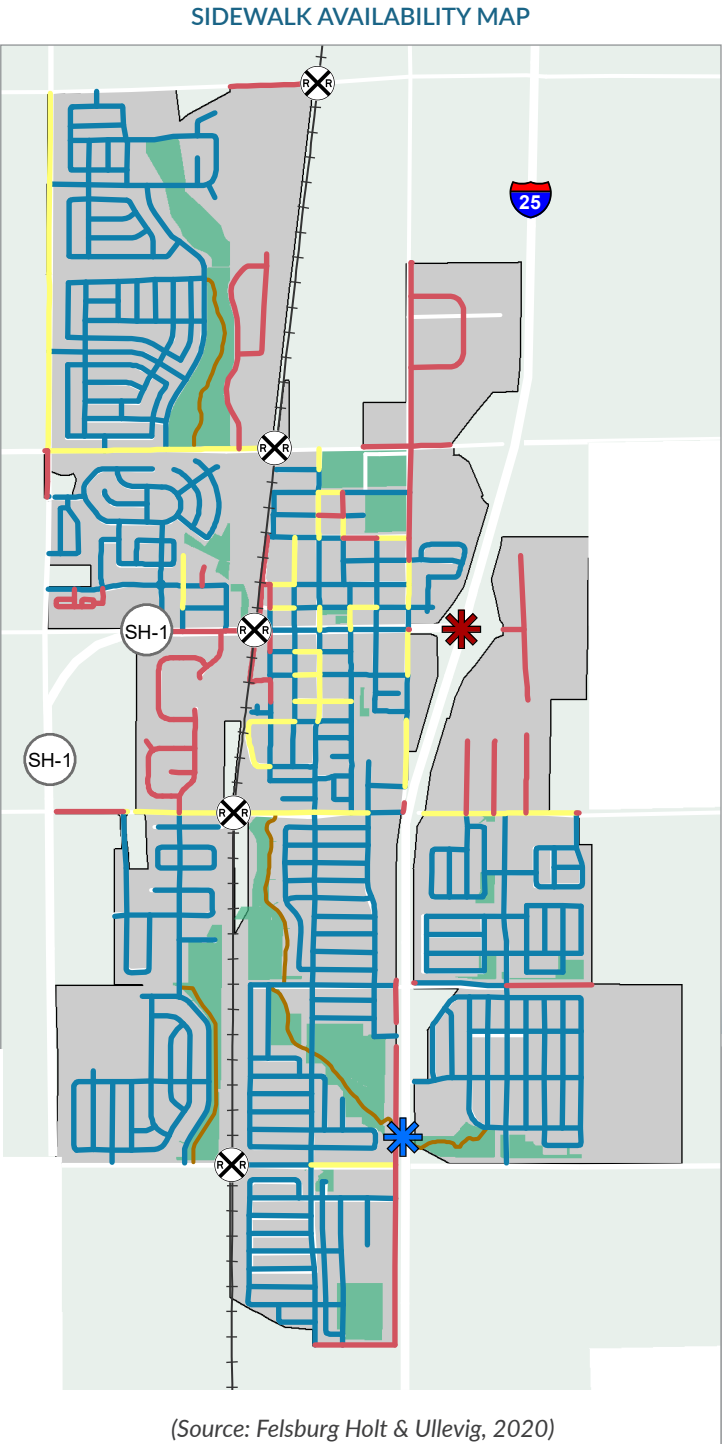
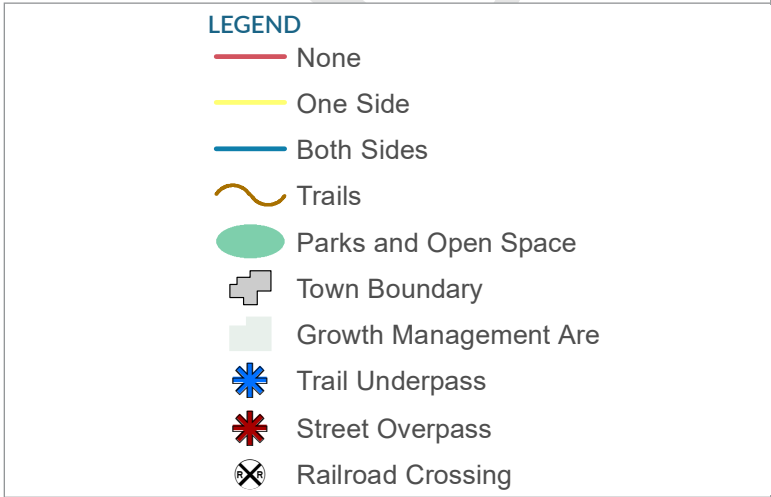


and Washington Ave. lack sidewalk on either one or both sides and, those that do exist are generally deficient in size, quality, and ramp accessibility. Additionally, Jefferson Ave.—a main east-west arterial through the Town—has long stretches of missing sidewalks, particularly along the north side.

Wellington’s existing trail network within Town boundaries consists of approximately 1.9 miles of mostly concrete trails split into two main segments, one through Wellington Community Park on the north side of Town and one through Boxelder Creek open space, Knolls Linear Park, and Wellville Park on the south side. The south trail segment includes the only underpass of I-25; and this one is prone to flooding. Within the GMA, there are 2.4 miles of existing and 8.4 miles of proposed trails. The Town of Wellington Parks and Trails Master Plan, completed in 2015, recommended one continuous trail along Boxelder Creek that would connect these existing segments and provide a low-stress active **corridor facility** throughout the entire Town. Multiple regional trail alignments—one east of I-25 and one west of I-25—connecting south to Fort Collins have been identified in past planning efforts.

Active alternative Transportation Options

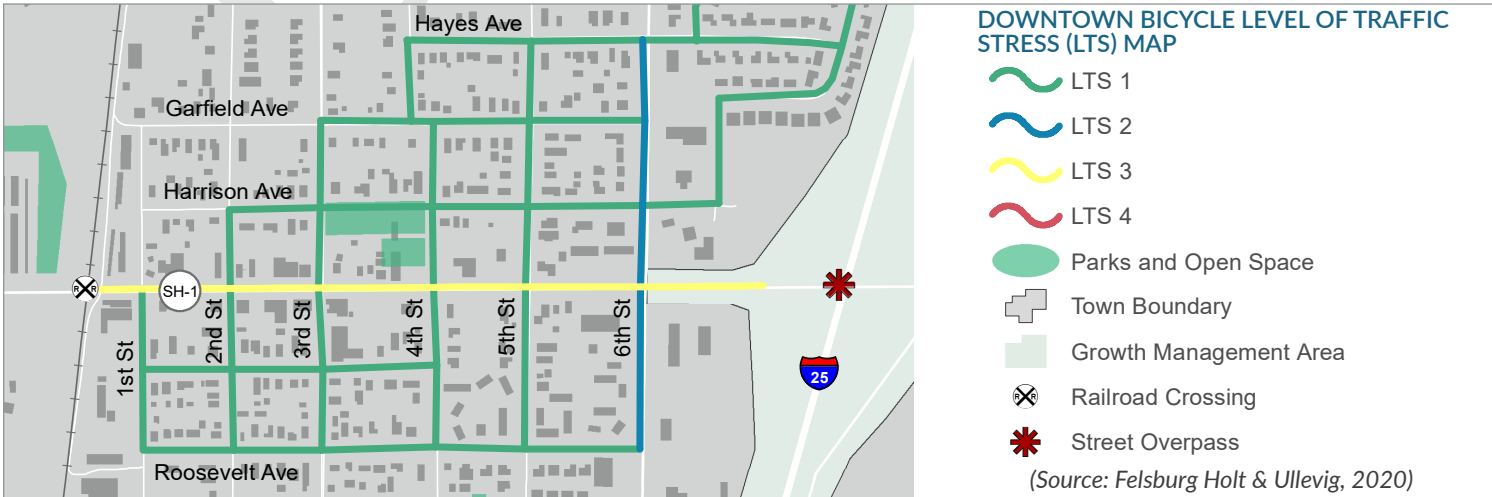
While most households (99%) in Wellington have access to an automobile, this is not strictly indicative of travel preferences. Limited infrastructure for walking and biking (e.g., safe and connected trails and sidewalks) and a lack of public transportation options make it difficult for people in Wellington to use **active alternative** modes of transportation for traveling to local and regional destinations. For



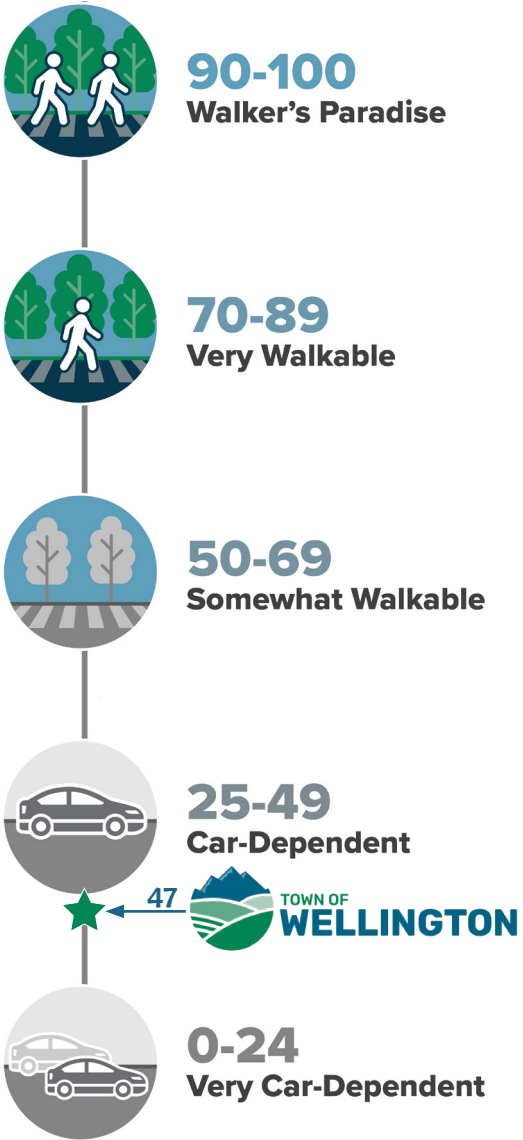
groups of people who may not be able to drive a vehicle or have consistent access to a vehicle, like older adults, people with disabilities, children, and households with limited income, safe and accessible transportation options like active transportation and public transit are particularly important.

The Walk Score tool (Walkscore.com) assesses walking conditions based on distance to amenities such as schools, parks, and grocery stores. As seen on the right, Wellington has a Walk Score of 47 out of 100, indicating that cars are necessary for most errands. Although most streets in Wellington have sidewalk on both sides, most of those sidewalks are narrow and attached to the street, and many intersections throughout the Town lack ADA-compliant sidewalk ramps.

The Level of Traffic Stress (LTS) tool assesses the level of comfort associated with biking along a specific street segment on a scale of 1 (suitable for all) to 4 (suitable for only experienced and dedicated bicyclists). Streets with LTS scores of 1 or 2 are considered low-stress facilities. The tool considers characteristics like vehicle speeds, vehicle traffic volumes, and lane widths. Maintenance issues such as frequent build-up of debris are not factors in this system-wide analysis, but are important to understand on a street-by-street basis. Streets with high speeds and/or high traffic volumes are generally less comfortable because biking close to a lot of fast-moving motor vehicles is a stressful experience for many people; drivers tend to go faster the wider a lane is (they feel less constrained), so a street with wide lanes will also be stressful



WELLINGTON'S WALK SCORE



for many bicyclists. An LTS analysis conducted for Wellington's Downtown core (see map below) showed the area to be generally comfortable for biking with the exception of SH-1, where the higher traffic speeds and additional lanes heighten the stress level.

In terms of public transit, there is no direct access to fixed-route public transit services (those that operate on a predetermined route according to a predetermined schedule) in Wellington.

NEITHER TRANSPORT NOR CDOT'S BUSTANG EXTEND NORTH OF FORT COLLINS, MEANING THE NEAREST BUS STOP FOR WELLINGTON RESIDENTS IS NEARLY 10 MILES AWAY.

Numerous providers do offer on-demand transportation to older adults and/or people with disabilities, including Foothills Gateway, Heart & Soul Paratransit, Disabled American Veterans, A Little Help, Via Mobility Services, and the Wellington Senior Resource Center.

Downtown

Downtown Wellington revolves around Cleveland Ave. This is the portion of SH-1 that runs from Wellington Boulevard (western part of Downtown) to Pheasant Run Lane (east of the I-25 interchange).

As a primary activity center, Downtown Wellington has unique transportation needs. Walkability and bikeability are particularly important to supporting the numerous shops and restaurants along Cleveland Ave. and 6th St. With limited space for parking on and around Cleveland Ave., it is critical that people are able to safely and comfortably access the area on foot or bike as well.

All streets in Downtown have sidewalks along at least one side and there are only a few blocks where a sidewalk is not present along both sides. Despite a mix of materials and some heaving sidewalk sections Cleveland Ave. has sidewalks in decent good condition between N 1st St. and S 6th St.; along its entirety through Downtown; however, ramps and pedestrian crossings are insufficient throughout the corridor and sidewalks are lacking on the west side of the railroad tracks and near I-25. The core commercial blocks between 1st and 3rd Streets have twelve-foot-wide sidewalks enhanced with trees and street furniture such as lighting, benches, and bike racks along both sides. However, the furniture and landscaping reduces the space available for walking to about five feet wide; in a downtown environment with a lot of commercial buildings directly adjacent to the sidewalk, there are likely to be conflicts between different sidewalk uses when it is that narrow. The sidewalks throughout the rest of Downtown are also narrow—generally four feet wide—and attached to the curb, a less comfortable environment for pedestrians. All these impediments are even more serious for residents and visitors of varying ages and abilities who are physically challenged.

PEDESTRIAN THROUGH ZONES

Pedestrian through zones must be separated from street furniture/curb zone (among other zones) and must ensure that pedestrians have a safe and adequate place to walk. The recommended width for pedestrian through zones is 8-12 feet wide for a Downtown or Commercial setting, and 5-7 feet wide for a residential setting (National Association of City Transportation Officials).

Crosswalks on SH-1 are generally well-marked, though there are none at the 1st and 2nd Street intersections, and the 6th Street intersection is the only one with traffic control. SH-1 also has a relatively wide cross-section—over 60 feet for some blocks—that presents a challenge to cross.

While Downtown does not have any dedicated facilities for bicyclists, SH-1 is the only section that presents a stressful environment due to a wider cross-section, higher speeds, and higher traffic volumes.

Downtown Parking

On-street parking in Downtown is largely unrestricted with the exception of intersections and in front of accesses, and there are numerous off-street lots available as well. There are no time limits or costs for any of the on-street parking, so vehicles can be parked along Cleveland Ave. for free and indefinitely; this potentially limits the amount of people who can drive to Downtown and visit the businesses on a given day.

Accomplishments Since the Last Plan

- Cleveland Ave. through Downtown reconfigured from a four-lane to a three-lane section
- Signalization of I-25/SH-1 ramps
- Trail underpass below I-25 constructed north of G.W. Bush Ave.
- Concrete trail constructed between Jefferson Ave. and Ronald Reagan Ave.

Key Challenges & Opportunities

Transportation is relied on every day to access everything from work to healthcare to recreation. How well communities support their residents' mobility needs has a direct, sizeable impact on overall quality of life. Those that are thriving are supported by efficient alternative transportation networks that provide a wealth of choices for safe, comfortable, and convenient travel both locally and regionally. An integrated system that equally supports walking, biking, driving, and transit trips is more attractive and useful than one where certain modes are prioritized over others.

Better biking and walking infrastructure has a positive correlation with both improved public health and economic vitality; reliable public transit reduces the reliance on personal vehicles for meeting everyone's mobility needs, helping to alleviate the traffic concerns that come with a growing community.

While a community's transportation system is its backbone, providing the connections and opportunities people need to thrive, the necessity ubiquity of transportation in everyday life also introduces challenges—everyone has unique, and sometimes conflicting, mobility needs and preferences, so there are often trade-offs that must be considered and weighed when making infrastructure investments and policy decisions. Resources for transportation facilities and services, both in terms of finances and land, are naturally limited; understanding community priorities for mobility is critical to ensuring leaders use those resources effectively and efficiently.

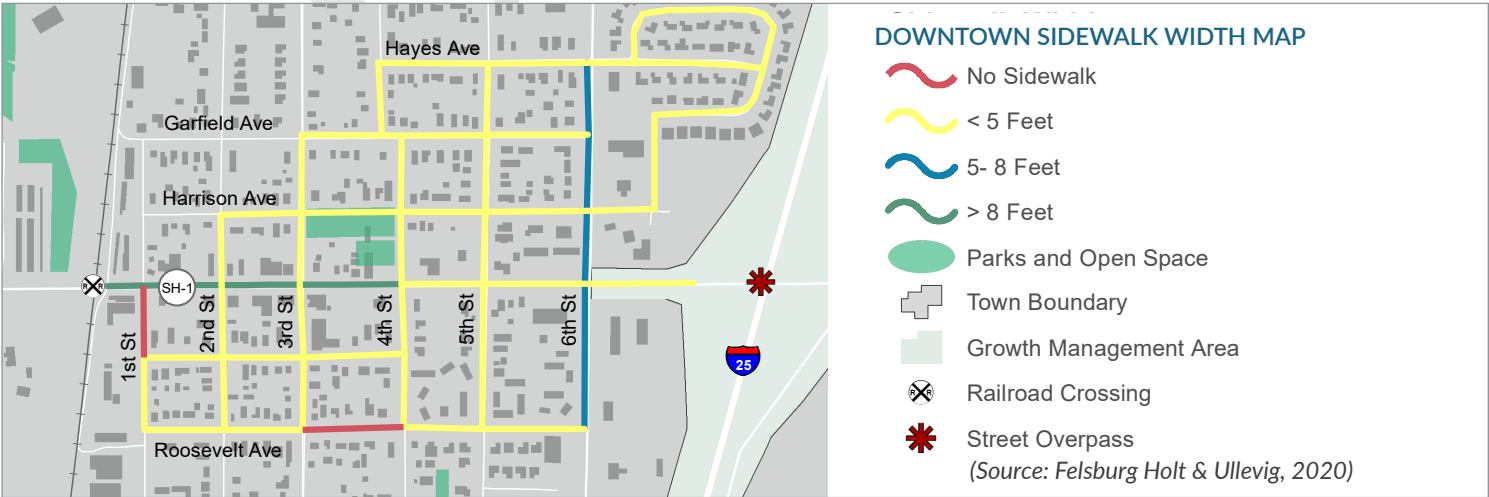


Photo Credit: Shannon Helvie with Eagle-I Media.

Wellington has the opportunity to thoughtfully build out its network of roads, trails, and other infrastructure as growth necessitates more robust transportation facilities. Balancing the economic importance of attracting regional visitors from Fort Collins and the I-25 corridor with a desire to maintain the Town’s character by investing in a transportation system that serves all users will be vital to the continued growth and vibrancy of the community.

Applying to the Federal Railroad Administration (FRA) for Quiet Zone designation is another opportunity for the Town. Minimum requirements include active grade-crossing devices (i.e., signals and gates) and appropriate warning signage. The FRA has a list of Supplemental Safety Measures, including gates with raised medians and four-quadrant gates, considered acceptable substitutes for locomotive horns that may be implemented to achieve Quiet Zone compliance. Alternative Safety Measures may be proposed as well but are subject to FRA consideration and approval.

EMERGING TRANSPORTATION TRENDS

The transportation industry is ever evolving with new technologies, services, and strategies that enhance safety and mobility. The past several years have seen substantial advancements in the research and implementation of automated vehicle technology and smart/connected infrastructure. On-demand mobility services such as Uber and Lyft continue to grow in popularity as well. Vision Zero, a global initiative to eliminate all fatalities and serious injuries resulting from traffic incidents through education, enforcement, and engineering measures, has also gained significant traction throughout Colorado and the nation. These and other trends are already wielding a large influence on transportation.

Uncertainty as to how exactly emerging trends in transportation, particularly those related to technology, will develop is ample – much is dictated by unpredictable market dynamics and funding for research and implementation. Still, it is in the best interest of communities like Wellington to keep abreast of these advancements to best position themselves to adapt and benefit. The rapid pace of innovation necessitates a willingness to respond and change quickly.

WHERE WE'RE HEADED

Streets Master Plan

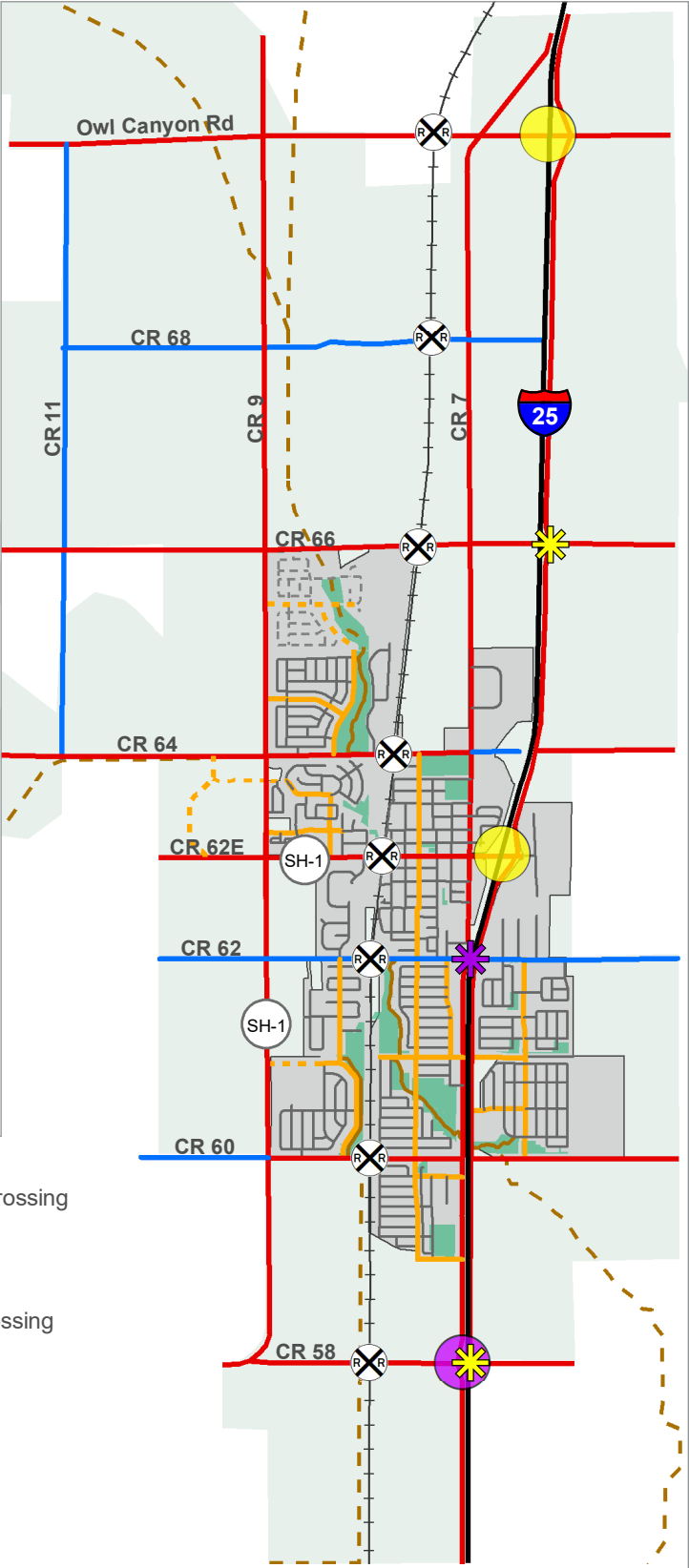
The functional classification of a street—basically, where it falls on the spectrum between quiet neighborhood streets and busy freeways— reflects its role in the road network. This classification it forms the basis for:

- access management (how long blocks/segments are and how the intersections work)
- corridor preservation (how much land is needed to accommodate the street), and
- street design guidelines and standards (the technical details of how the street is built and what its components are: vehicle lanes, bike lanes, sidewalks, etc.).

Existing streets may not meet all the desired characteristics described by their defined functional classification but can be upgraded as improvements to the street are made. The functional classification should be viewed as the desired condition and should not change over time. While streets with higher level functional classifications like freeways and arterials are typically the busiest in a given street network, specific traffic volumes are a result of a given street’s setting and intended use within its community rather than a determinant of its functional classification.

Land use is an important factor in street classification because land use and transportation are inexorably linked; the types of development in an area often drive who travels there and how, and the existing transportation network is a major factor in what

MASTER STREET PLAN MAP



LEGEND

- | | |
|--------------------------|-----------------------------------|
| Arterial | Existing Grade-separated Crossing |
| Major Collector | Existing Interchange |
| Minor Collector | Future Grade-separated Crossing |
| Minor Collector (Future) | Future Interchange |
| Local Road | Railroad Crossing |
| Local Road (Future) | Parks and Open Space |
| Trails | Town Boundary |
| Trails (Future) | Growth Management Area |

COMMUNITY VOICES

- "...better ways to connect the east and west side of the Town..."
- "The underpass is appreciated but something more pedestrian friendly to access east and west of interstate."
- "Traffic flow, both on the frontage road and on the I-25 exit."
- "Add sound barriers on interstate."
- "Having public transport options up here would be huge!"

- "Safe bike/walking trail system on BOTH sides of I-25 (not on high trafficked and high-speed roads). We drive outside of Wellington for safe bike/walking areas."
- "Would love a rural trail infrastructure that took advantage of the good open lands to the north or east."
- "Need to continue to push CDOT to install blinking pedestrian crossings on SH-1."
- "Public transportation to Fort Collins and Cheyenne would [be] great..."
- "The I-25 interchange is critical. It is a choke point."

new types of development may come. The function and use of a particular street depend a lot on what is around it. As illustrated on the Master Street Plan Map, the streets that form the backbone of Wellington’s transportation network are arranged into a hierarchy based on their intended function, as described below:

- **Freeways** have the highest level of mobility, providing unimpeded, high-speed regional and interstate connections. Freeways are limited access, divided highways that link major urban areas. I-25 is the only freeway in the Wellington area, serving north-south interstate travel through Colorado’s Front Range. I-25 is under the jurisdiction of the Federal Highway Administration (FHWA) and CDOT.
- **Arterials** provide a high degree of mobility and serve corridor movements with longer trip lengths. While adjoining land uses can be served directly, access is limited to emphasize mobility. Examples of Wellington’s Arterials include Cleveland Ave., 6th St., and Owl Canyon Rd.
- **Major Collectors** distribute traffic throughout the community similarly to arterials, but with less regional connectivity. They provide intra-community continuing and higher degree of land access than Arterials. Washington Street is an example of a Major Collector.
- **Minor Collectors** balance a community’s needs for access and mobility; they distribute traffic between neighborhoods and major collectors and arterials. Travel speeds are moderate, and travel distances are short to medium.
- **Local Roads** serve the highest level of access, provide direct driveway access to adjacent properties, and carry traffic to collectors. Local roads can be of limited continuity and may be designed to discourage through traffic. Development plans typically identify local streets.

The Master Street Plan Map (previous page) presents the functional classifications for all of Wellington’s roadways. The number of lanes necessary to efficiently manage expected travel demand is another important consideration for streets planning. Based on traffic volume forecasts

(model projections of how much traffic streets are expected to see in the future based on population and land use trends) for the year 2040 from the North Front Range Metropolitan Planning Organization’s (NFRMPO) travel demand model, one lane in each direction will be sufficient to handle demand along all of Wellington’s roadways (note: the Town is not within NFRMPO’s planning area limits, but its travel model covers a larger area that includes Wellington). However, these forecasts do not account for specific land-use plans for the Town; future roadway capacity needs should be evaluated in greater depth as part of a standalone Transportation Master Plan.

I-25 is the primary regional connection between Wellington and the rest of the Front Range. As such, access to and from the interstate is critical to supporting a thriving economy. Two interchanges currently exist within the Growth Management Area, at Cleveland Ave. and Owl Canyon Road, though the Owl Canyon Road interchange is well outside of the current Town boundary. Future development is anticipated to come more quickly to the south than to the north; an additional interchange at CR 58 would support regional connectivity to that part of Wellington as it grows.

The interstate also acts as a barrier between the east and west portions of Wellington with limited opportunities for people to cross. The SH-1 interchange is the only existing roadway crossing of I-25 in the developed portion of Wellington, meaning most local crossing traffic and traffic to and from the interstate is routed through it. An additional interstate crossing could help to relieve demand pressure on this interchange and ensure continued efficiency of the local street network. CR 62, given its existing railroad crossing and proximity to many of the Town’s larger residential developments, is the ideal location for a new crossing.

US 287 is well outside the current and future limits of Wellington, but is still an important corridor to Town residents for connecting to and from Fort Collins. The Northern Integrated Supply Project (NISP) will build a new reservoir that will require a realignment of the highway closer to Wellington, but impacts to travel patterns through the Wellington are unclear at the moment.

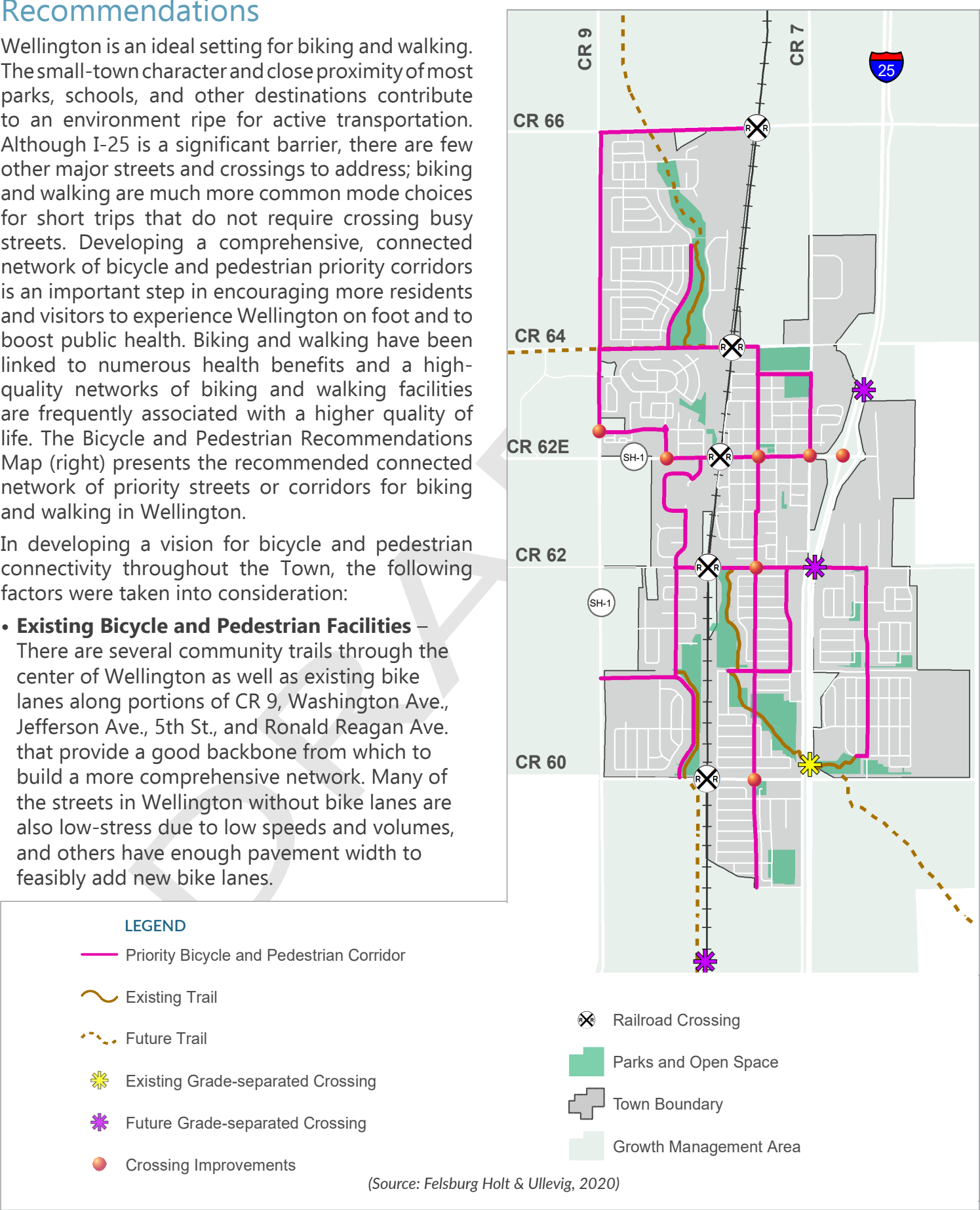
Bicycle & Pedestrian Network Recommendations

Wellington is an ideal setting for biking and walking. The small-town character and close proximity of most parks, schools, and other destinations contribute to an environment ripe for active transportation. Although I-25 is a significant barrier, there are few other major streets and crossings to address; biking and walking are much more common mode choices for short trips that do not require crossing busy streets. Developing a comprehensive, connected network of bicycle and pedestrian priority corridors is an important step in encouraging more residents and visitors to experience Wellington on foot and to boost public health. Biking and walking have been linked to numerous health benefits and a high-quality networks of biking and walking facilities are frequently associated with a higher quality of life. The Bicycle and Pedestrian Recommendations Map (right) presents the recommended connected network of priority streets or corridors for biking and walking in Wellington.

In developing a vision for bicycle and pedestrian connectivity throughout the Town, the following factors were taken into consideration:

- **Existing Bicycle and Pedestrian Facilities** – There are several community trails through the center of Wellington as well as existing bike lanes along portions of CR 9, Washington Ave., Jefferson Ave., 5th St., and Ronald Reagan Ave. that provide a good backbone from which to build a more comprehensive network. Many of the streets in Wellington without bike lanes are also low-stress due to low speeds and volumes, and others have enough pavement width to feasibly add new bike lanes.

BICYCLE AND PEDESTRIAN RECOMMENDATIONS MAP



- **Access to Key Destinations** – There are certain destinations, such as schools and parks, that are most likely to attract bicyclists and pedestrians; in Wellington, this includes the elementary schools, the new high school on the west side of Town, the community parks, and Downtown. The network of priority biking and walking routes was developed to provide good access to these primary destinations.
- **Public & Stakeholder Input** – During outreach efforts for this plan, residents and other key stakeholders in Wellington were asked where they would like to see better accommodations for biking and walking in Town; their feedback was instrumental in developing the network.

The specific improvements needed to make a particular corridor comfortable for biking and walking are highly context-sensitive—a high-quality bike facility along a busy arterial typically requires physical barriers from motor vehicles, while a high-quality bike facility along a minor collector may just need a single bike lane stripe or even just shared-lane markings. Many of the corridors included in the network are already well-suited for biking and walking, while others may need dedicated bike lanes and/or widened sidewalks for most people to be comfortable on them.

An update to Wellington’s transportation design standards would help ensure appropriate bicycle and pedestrian facilities are provided throughout the Town. Most of Wellington’s streets have attached sidewalks, which place pedestrians in close proximity to vehicle traffic and can be uncomfortable along high-speed, high-volume roadways; changing the

Town’s standards to require detached sidewalks would enhance pedestrian safety and comfort in future developments. See photo examples of attached and detached sidewalks below.

Intersections are often the most stressful part of a biking or walking trip because they introduce additional points of conflict between active users and motor vehicles. Most intersections in Wellington are unsignalized, which can be more difficult for bicyclists and pedestrians to maneuver since they don’t provide dedicated crossing phases.

The Bicycle and Pedestrian Recommendations Map (previous page), identifies several intersections that will need improvements as the bicycle and pedestrian network is built out. Potential treatments that may facilitate safer crossings include high-visibility crossing and conflict zone markings, flashing beacons, and pedestrian hybrid beacons. Additionally, the SH-1 interchange does not have currently have any sidewalk, making it a difficult crossing point; future improvements there should include space for bicyclists and pedestrians.

Several new grade-separated crossings for bicyclists and pedestrians are recommended to eliminate conflicts with motorized traffic. A new crossing of I-25 is recommended at Jefferson Ave. since the only existing one near Meadows Open Space is far from the Town’s center; another I-25 crossing—one that would require new trail connections on either side—is recommended near Windsor Ditch. A crossing of the railroad just north of CR 58 is recommended to provide good bicycle and pedestrian connectivity through an area poised for significant development in the future.



Key Corridors

In every community, there are a handful of key corridors that anchor the transportation network. They do not all serve the same function—some may be oriented towards serving commute traffic while others are commercial cores for the community—but more oriented towards and act as the primary routes in and out for both residents and visitors. The Key Corridors Recommendations Map (next page) depicts the envisioned network of community corridors in Wellington, as well as locations for gateway features.

Commercial Corridor: County Road (CR) 58

CR 58 is envisioned as a future commercial corridor on the south end of Wellington. The Town is continuing to grow past CR 60, and additional development is planned further south. Most of Wellington’s commercial development is currently concentrated several miles to the north along Cleveland Ave. and 6th St., CR 58 is envisioned as an additional commercial center with a future interchange at I-25.

Commuting Corridor: State Highway 1 (SH-1)

SH-1 is the primary connection between Wellington and Fort Collins—where a large proportion of Wellington residents work—so it is particularly important for serving daily commuter traffic. As an arterial, its primary function is the efficient movement of traffic and some level of access control is appropriate. However, this will also become an important commercial corridor as Wellington continues to grow. Balancing the need for mobility with a need for access to future development along SH-1 will need to be considered in future access control planning. Because SH-1 is a primary entry point into Wellington from the south, installation of a Community Gateway at the intersection with CR 58 is recommended to welcome people to the Town. Landscaped medians and roundabouts at major intersections could be considered to further enhance the corridor. Specific recommendations should be determined through a future transportation plan and/or corridor study.

The existing curve between the north-south and east-west portions of SH-1 west of Downtown creates an irregular configuration with two non-standard, skewed intersections. With more traffic expected to move through this intersection once the new high school opens and additional development to the south occurs, the Town has been working with CDOT and Larimer County to evaluate options for realigning this intersection. A roundabout located where CR 62E and CR 9 currently intersect has been identified as the preferred configuration.

Freight Corridor: Owl Canyon Road

Owl Canyon Rd., with its east-west connectivity between Taft Hill Rd. and I-25, is an important alternative to passing through Fort Collins for freight traffic. Combined with the CR 72 alignment further west, this road provides the only east-west connection from US 287 to I-25 between Fort Collins and Wyoming. Freight vehicles compromise approximately 15% of all traffic along Owl Canyon Road. As traffic continues to grow along the corridor, improvements including paving of the section west of CR 21, shoulder widening, and drainage upgrades will be needed to maintain the corridor as a reliable alternate route.

Community Corridor: CR 7

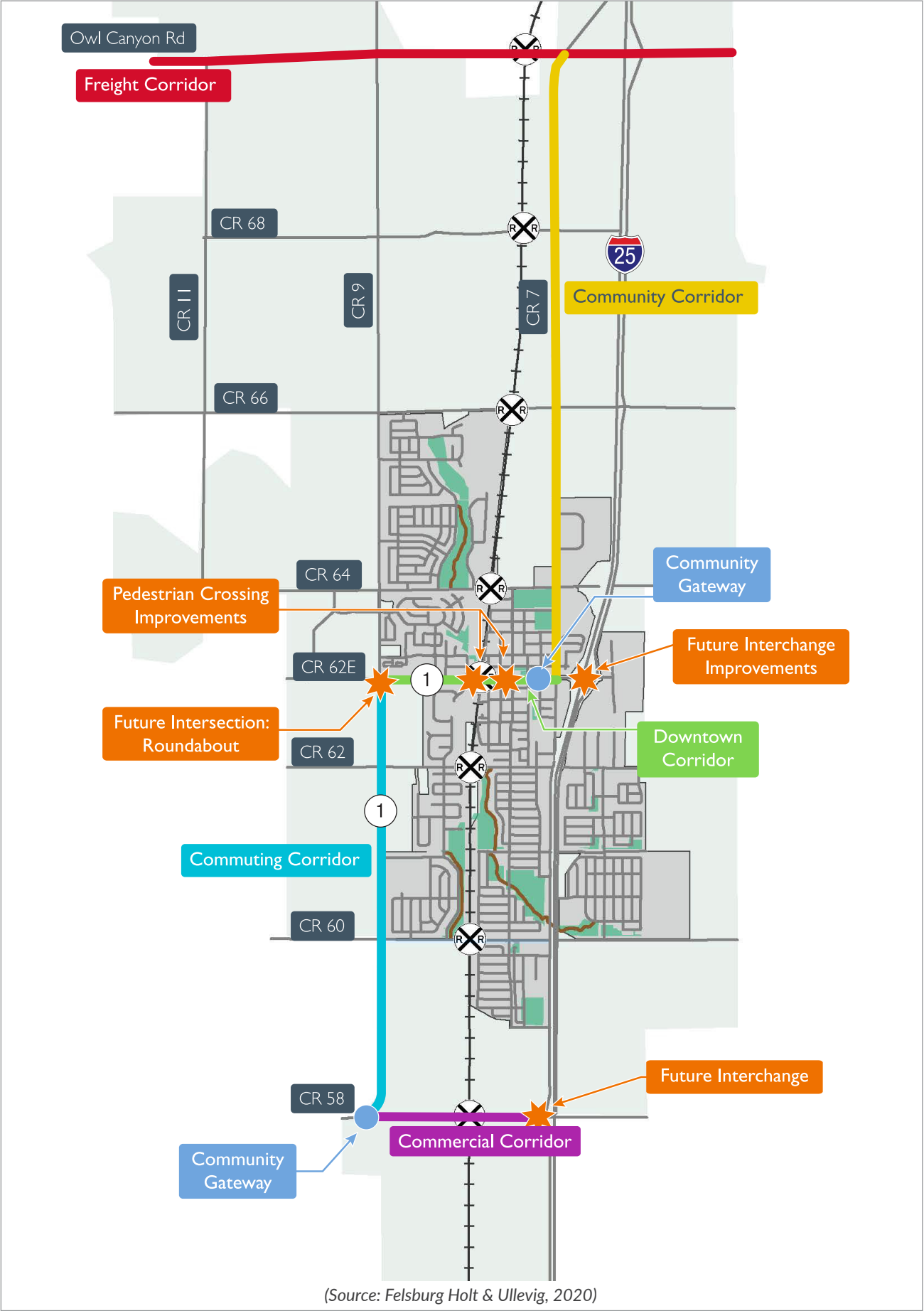
As additional development comes to the north side of Wellington, including along Owl Canyon Rd., CR 7 will become an increasingly important corridor for keeping the northern developments connected with the rest of the community

Downtown Corridor: Cleveland Avenue (part of SH-1)

Cleveland Ave. is the portion of SH-1 that runs from Wellington Boulevard (western part of Downtown) to Pheasant Run Lane (east of the I-25 interchange). Cleveland Ave., specifically between 1st and 6th Streets, is the core of Wellington’s Downtown area. In order to establish a more pedestrian-oriented environment that supports the local businesses along the corridor, cross-section modifications are recommended to: provide more space for bicyclists and pedestrians, add additional sidewalk amenities such as lighting, landscaping, and street furniture, and reduce the crossing distance. Two options for reconfiguring the block between 3rd and 4th Streets are illustrated below with supporting details presented in the table.

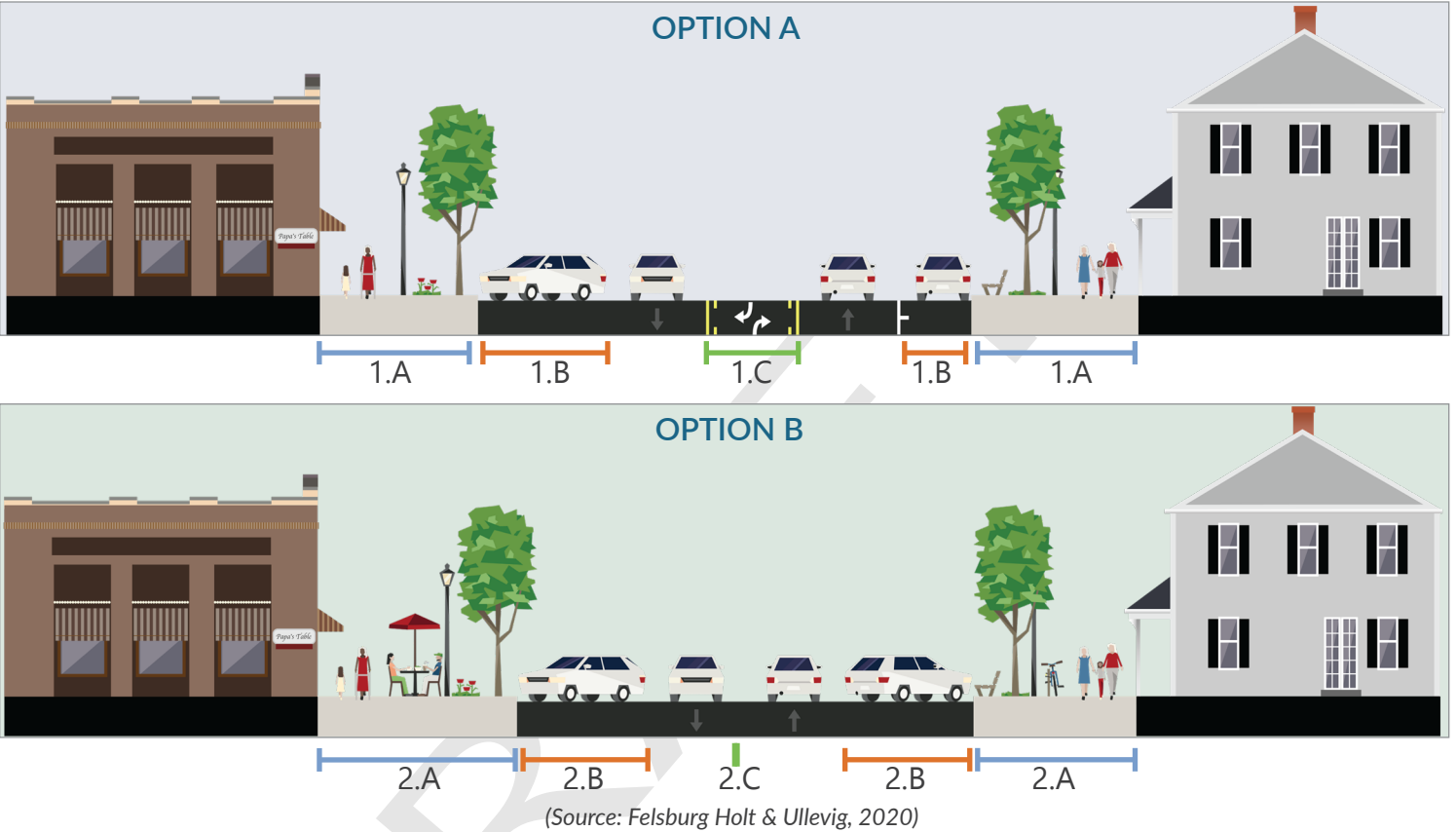
The width of Cleveland Ave. varies considerably throughout Downtown so changes to other blocks would look slightly different. Further evaluation of these options should be part of a future Downtown

KEY CORRIDORS RECOMMENDATIONS MAP



Area Plan. The intersection of 3rd St. (the envisioned north-south spine of the bicycle and pedestrian network) and Cleveland Ave. is challenging for bicyclists and pedestrians due to its width and no stop control for traffic along Cleveland Ave. Elements such as curb extensions or bulb-outs (to extend the sidewalk into the parking lane to narrow the roadway and provide additional pedestrian space) and flashing beacons should be considered to improve this intersection for biking and walking. Another Community Gateway is envisioned along Cleveland Ave. near 5th St.

DOWNTOWN CORRIDOR (BLOCK BETWEEN 3RD AND 4TH ST) RECONFIGURATION OPTIONS



OPTION A	OPTION B
1.A) Wide landscaped sidewalks with extra amenities (i.e., benches, outdoor seating, public art, etc.).	1.B) Even wider landscaped sidewalks with extra amenities plus room for outdoor seating or other small gathering spaces.
2.A) Alternating angled parking on one side and parallel parking on the other.	2.B) Alternating angled parking on one side and parallel parking on the other.
3.A) Two-way street with a middle, turning lane.	3.B) Two-way street but no turning lane.



RELIABLE & RESILIENT PUBLIC SERVICES

We ensure our public services are reliable and resilient by purposefully guiding growth while improving and maintaining infrastructure and services in a proactive and fiscally responsible manner.

Reliable & Resilient Public Services Transportation (T) Goals & Strategies

T GOAL 1 | CREATE AN EFFICIENT AND SAFE TRANSPORTATION SYSTEM FOR ALL MODES OF TRANSPORTATION WITHIN AND BEYOND TOWN BOUNDARIES.

- T 1.1. Finalize a Transportation Master Plan that appropriately classifies streets and develops standards for development that addresses all modes of transportation.
- T 1.2. Work with the community to develop an ADA Transition Plan which outlines how the Town will remove barriers in its transportation system that limit accessibility for people with disabilities and limited mobility.
- T 1.3. Pursue Quiet Zone designations for the Town's railroad crossings, which would allow trains to pass through without sounding all of their sirens. Minimum requirements from the Federal Railroad Administration for a Quiet Zone include active grade-crossing devices (i.e., signals and gates) and appropriate warning signage.
- T 1.4. Add crossing gates to railroad crossings at G.W. Bush Ave. and Washington Ave.
- T 1.5. Assess feasibility of grade separation at rail crossings to mitigate congestion.
- T 1.6. Work with Larimer County to establish urban street standards for transition areas between Town and County jurisdictions.
- T 1.7. Identify and address paving needs for roads east of I-25.
- T 1.8. Adopt a Complete Streets Policy that identifies design standards that support the safety of all transportation modes on roadways.
- T 1.9. Prioritize the construction of high priority trails and sidewalks and work toward eliminating to find solutions that reduce trail gaps and finding solutions to improve connectivity regardless of built and natural barriers, like the highway and floodplains.
- T 1.10. Require new developments and develop guidelines for road retrofits to provide in-road shoulders at key locations that support Emergency Services.
- T 1.11. Assess needs, locations, and incentives for privately run electric vehicle (EV) charging stations. Alongside this effort, leverage the I-25 designation as an Alternative Fuels Corridor to plan for the provision of EV infrastructure.
- T 1.12. Increase and improve trail connectivity and establish routes for travelling to everyday destinations.
- T 1.13. Identify strategies and funding mechanisms for development of a second I-25 interchange for improved access to the Town and include design considerations for motorized and non-motorized crossings.
- T 1.14. Identify strategies for improved traffic flow and safety along SH-1/CR 9 from CR 64 to CR 58.
- T 1.15. Pursue federal, state, and regional grant funding opportunities as well as public-private partnerships to implement priority transportation improvements.
- T 1.16. Work with CDOT to investigate taking on additional control of SH-1 to allow the Town more autonomy.

~~Update development impact fees to fund active transportation network enhancements to provide for an increased opportunity to use active transportation. [Covered in prev. section, Strategy 2.6]~~

T GOAL 2 | IMPROVE SAFETY AND CONNECTIVITY OF TRAILS AND SIDEWALKS TO PROVIDE ACTIVE TRANSPORTATION TO EVERYDAY DESTINATIONS, LIKE SCHOOLS, PARKS, DOWNTOWN, AND PLACES FOR WORK, WORSHIP, AND SHOPPING.

- T 2.1. Consider developing corridor plans that identify and design bicycle and pedestrian enhancements to create greater and more direct connectivity to everyday destinations.
- T 2.2. Identify partnerships and resources for developing a Safe Routes to School program.
- T 2.3. As part of a Downtown Master Plan, further evaluate cross-section improvement options for Cleveland Ave. through Downtown.
- T 2.4. Improve and extend the Downtown streetscape and pedestrian amenities along Cleveland, Harrison, and McKinley Avenues, ensuring provision of ample sidewalks, seating, and landscapes, safe crosswalks, lighting, bicycle parking and amenities, and off-street vehicle parking, among other important features.
- T 2.5. Identify and prioritize trail connectivity from surrounding neighborhoods to Downtown by considering off-street and on-street options for bicycle and pedestrian improvements (consider 3rd Street as a potential option).
- T 2.6. Identify and evaluate enhancing ADA compliance needs for ramps, crossings, and sidewalks across Town.
- T 2.7. Identify criteria to prioritize implementing ADA compliance and enhancements for key areas like Downtown, near schools, parks and recreation, health care, and grocers.
- T 2.8. Assess feasibility of implementing a sidewalk/streets fund specific to Downtown that would prioritize and implement transportation infrastructure improvements, especially for active transportation (e.g., sidewalks, ramps, on-street bicycle lanes, etc.).
- T 2.9. Identify criteria for on-street bicycle infrastructure based on roadway classification and, based on these criteria, implement an on-street bicycle network that provides greater access to everyday destinations.

T GOAL 3 | IMPROVE REGIONAL ACTIVE MULTI-MODAL TRANSPORTATION CONNECTIONS.

- T 3.1. Improve and connect active multi-modal transportation networks, including trails and on-street bikeways to nearby recreational areas and to regional destinations.
- T 3.2. Identify more regional active transportation connections and partner effectively to implement plans.
- T 3.3. Continue to support privately funded transportation services for seniors and low-income residents and help identify increased transit options and locations for pick up and drop off.
- T 3.4. Collaborate with regional agencies and adjacent communities to assess the feasibility of Wellington joining the North Front Range Metropolitan Planning Organization and/or existing regional transportation services (e.g., Transfort).
- T 3.5. Develop amenities for regional transit systems, including transfer centers, parking areas, and first/last mile options like shared micromobility (i.e., bikes, scooters).



Photo Credit: Logan Simpson, 2020.

FUTURE LAND USE

FUTURE LAND USE

OVERVIEW

This chapter identifies the major factors which have been considered in the development of the Future Land Use (FLU) categories and map.

Growth Management Area

The Growth Management Area (GMA) delineates the ultimate extent of Wellington's urban development and includes land within the Town boundary and adjacent unincorporated Larimer County, where an urban-level of public facilities and services can be provided for today's residents and those in the future. Properties within the GMA can be annexed in a few different ways: either as a petition from the property owner requesting annexation, or when a property is completely encircled by land within the Town's jurisdiction.

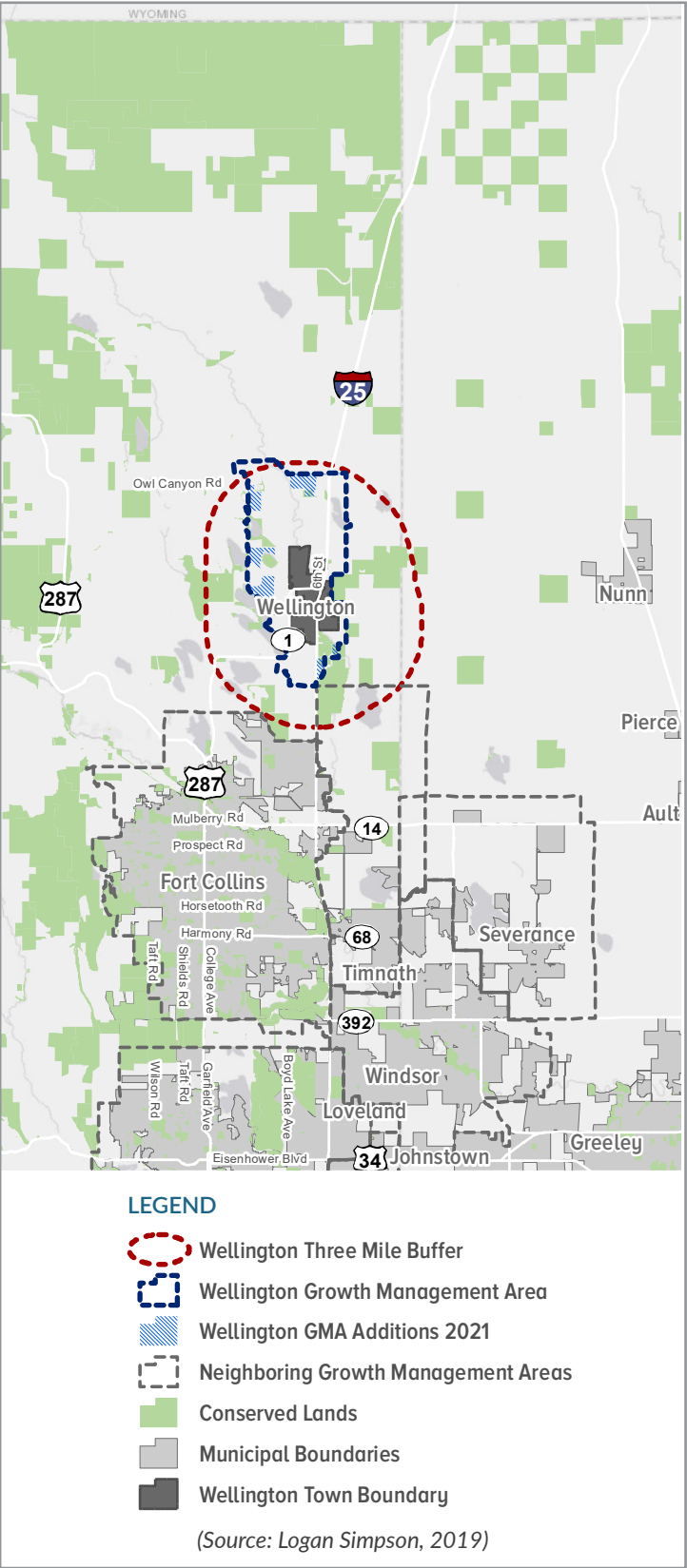
The GMA boundary is paired with actions that discourage leapfrog development (when developers skip over land to obtain cheaper land further away from town, leaving areas empty between the town and new development). Development of an Intergovernmental Agreement (IGA) between the Town and Larimer County should be evaluated for the purposes of implementing the Comprehensive Plan, establishing effective means of joint planning and management of urban development.

The Reliable and Resilient Public Services (Facilities & Programs) section includes strategy 1.11. to " Formalize Intergovernmental Agreements with Larimer County and others to enhance and streamline joint land use planning, utilities delivery, revenue sharing, and growth boundaries among other considerations."

As shown on the Context Map, Wellington's Comprehensive Plan Update extended the GMA (blue hatch lines) mostly to 'square off' agricultural areas along the west and north edge of the Town. Two other small sections were added southeast of the I-25, by Weber Farms and the CSU's Agricultural Research, Development, and Education Center. This revision expanded the overall GMA from 12,840 to 14,527 acres.

ALL NEW

CONTEXT MAP



Three-Mile Community Influence Area

The 3-Mile Community Influence Area, responds to a state requirement whereby municipalities must describe where and how they may annex land within three miles of its town boundaries.

The Context Map (previous page) shows Wellington's 3-mile area and GMA in relation to surrounding communities. Wellington's potential annexations are anticipated to occur between Town boundaries and the GMA, and fall short of the 3-mile boundary. The 3-mile area is delineated to facilitate Wellington's involvement in land use and transportation planning discussions within this area.

This Comprehensive Plan shall satisfy State requirements for the "Three Mile Plan" and the "3-Mile Community Influence" boundaries.

A NOTE ABOUT ANNEXATIONS

The Town may annex land one of two ways: By receiving a petition from a consenting property owner with land contiguous with the Town boundary, or when a property has been completely encircled by land located in the Town's jurisdiction (referred to as an "enclave") for a period of no less than three years.

Purposefully Planning for Growth

Using DOLA's population estimates from 2010-2019 that revealed a population growth rate of 6.85%, it can be projected that the Wellington population could reach about 21,000 by 2030, and 41,000 by 2040. While there are variables effecting future growth (below), this projection helps the Town of Wellington plan for potential future growth, ensuring it can provide the needed land uses, sustain adequate levels of service, and generate sufficient revenues.

Variables Effecting Future Growth

There are a few variables effecting future growth including:

- The ability of the Town of Wellington and other servicing districts to provide adequate infrastructure, particularly sewer and water.
- The costs of servicing new development.
- The price of comparable housing and the range of housing choices in neighboring communities.

In planning for future growth, the Town not only considers these variables but also the Community Vision and Themes identified in this Comprehensive Plan. The Town's intention is to guide 'purposeful growth' —that is: thoughtful and well-planned increases in density that honor and protect our town character and values, and contribute to reliable and resilient public services. Purposeful growth ensures that our Town's footprint is small and contained, preserves valuable surrounding farmland and open space, advances a thriving economy that makes us self-sufficient, and promotes efficiencies in infrastructure provision and maintenance.

Coordination with the Municipal Water Efficiency Plan

Wellington is highly committed to optimizing its water supplies and system through practical water conservation efforts. Any new developments or redevelopments within the Town need to be carefully coordinated to ensure consistency with the Municipal Water Efficiency Plan and evaluated for adequate public services and treatment capacity.

ALL NEW

Future Land Use Map & Categories Development Overview

The Future Land Use Map (FLUM) illustrates desired growth patterns by identifying the characteristics and location of land use within the Town. The future land use plan should be used to guide zoning changes at the request of the landowners as development and redevelopment occurs. These evolving land uses will likely not occur within the life span of this planning document. However, having a map for knowing where and how to direct growth ensures the Wellington grows efficiently with balanced infrastructure capacity, and purposefully to honor the Town's character and values.

The location and characteristics of land uses reflect the community's desire for balancing residential with commercial uses, for being self-sufficient, and for preserving the Town's character. That is, For Wellington, this means a Town shaped by local businesses, supportive infrastructure, a reasonable cost of living, family-friendly amenities, basic services providers, a vibrant Downtown, outdoor recreation opportunities, and retention of its agricultural heritage.

In addition to community desires, the development of this map the FLUM considered constraints such as existing development, water and sewer service capacity, hydrology and floodplains, and conservation easements.

Key to the determination of the future land use pattern is the land uses is size and extent based on anticipated and accelerated population growth, local and regional connections, and preservation of open space and farmland as development occurs. Other considerations include allowances in for:

- new infill development;
- increased Downtown vibrancy;
- additional commercial and industrial uses along the I-25 corridor;
- commercial and mixed-use growth along SH-1; and
- a balance of growth and amenities both east and west of I-25.

development and infill to increase the vibrancy of Downtown; additional commercial and industrial along I-25; commercial and mixed uses that support along SH-1; and balancing growth and amenities west and east of I-25.

Land use decisions should support the character and connection of Town-owned open spaces, gateway entrances, and Downtown, and should specify essential and most-needed future high-priority infrastructure investments, such as sidewalks, landscaping, shading, stormwater management, pedestrian safety, lighting, parking, and motorized and non-motorized transportation options, among others.

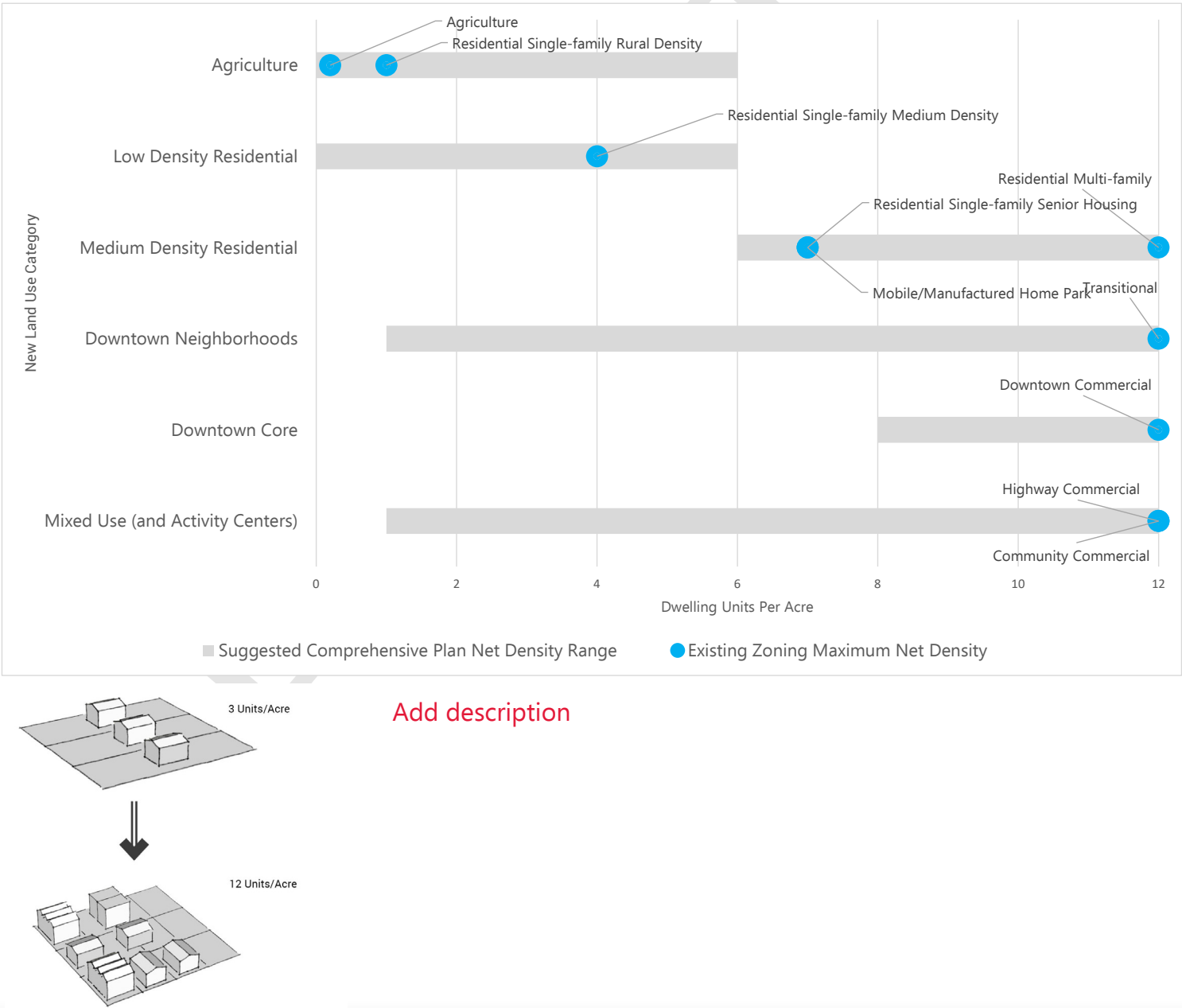
Gateway entrances (⊕) should be constructed to welcome residents and visitors and to slow traffic well outside Town limits. These gateways should be landscaped and designed to create a cohesive and attractive entrances to the Town, and a unique and celebratory entrance to Downtown.

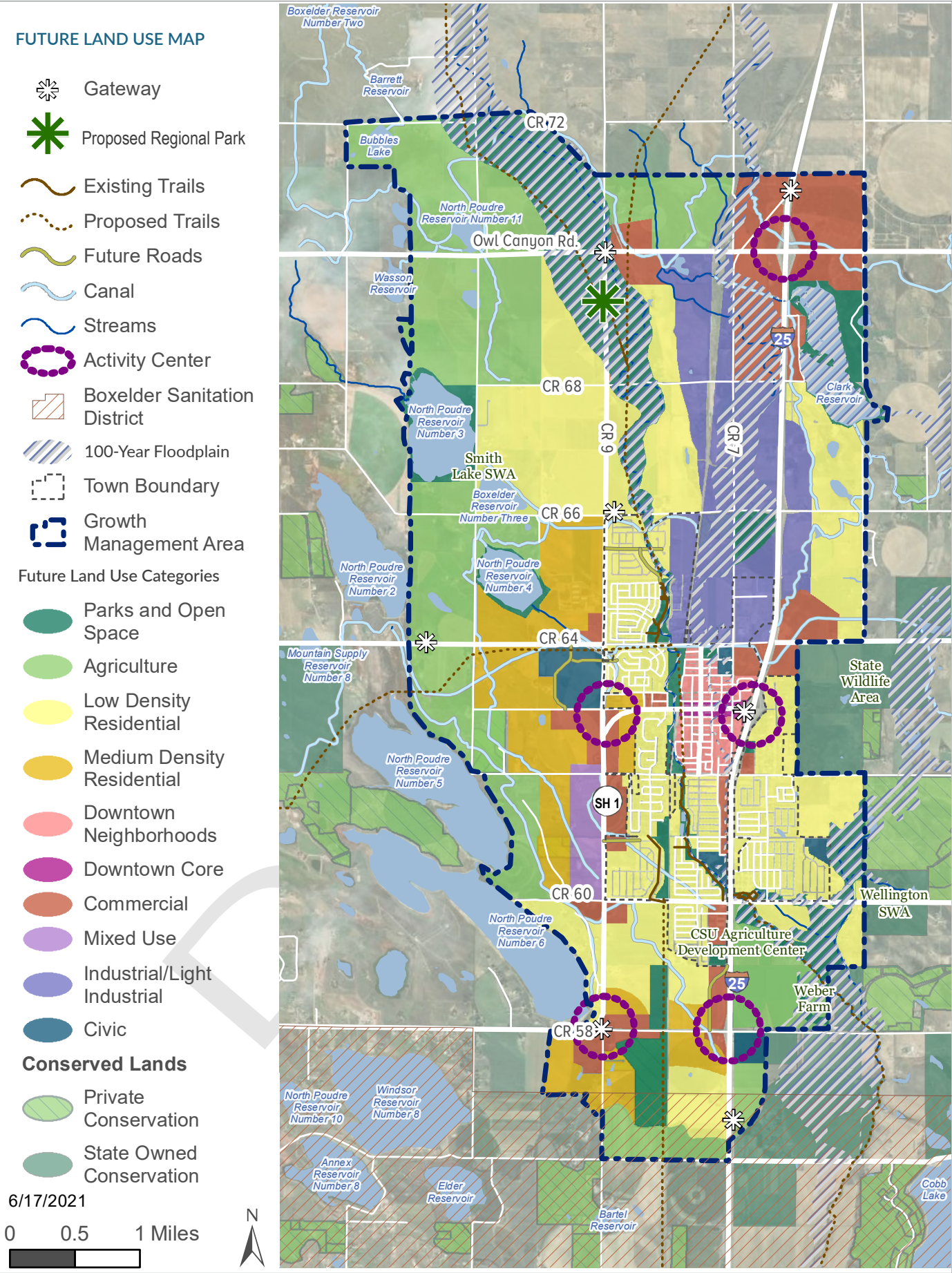
Low-and medium-density housing (no taller than 3 stories) is predominantly found in residential neighborhoods. Emphasis in neighborhoods is on low and medium density residential developments, but mixed uses are possible in activity centers (⊖)—areas designated as key centers to support strategic local and regional transportation networks, employment, recreation, and services. As ownership of existing residential properties in these centers changes, they may transition to commercial or mixed use.

While not regulatory, the Future Land Use Plan forms the basis for considering rezoning or annexation applications, future zoning and for updating the municipal code updates and changes. Zoning districts regulate allowed uses on a parcel level and identify development and design requirements. Future land use categories recommend desired use types and development patterns as areas develop or redevelop. While the 2040 Future Land Use Plan expresses a desirable land use, Wellington's Zoning Regulations indicate the permitted use of the property in accordance with the Town's regulations and guidelines.

- The future land use categories are described on the following pages. Each land use category outlines:
- desired intent and character;
 - potential uses;
 - suggested intensities (floor area ratios (FAR) indicate the gross floor area divided by the lot area);
 - suggested net densities (the number of units (expressed in dwelling units DU/ acre) after required infrastructure and critical areas are deducted from the gross area);
 - existing zoning categories;
 - community voices; and
 - photos representing suggested density range, key uses, and amenities. of desired building types and character.

The below images [still to polish up] offer an illustrative summary of the current and suggested densities, as well as a general density range.





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PARKS AND OPEN SPACE

Desired Intent & Character

Parks and open spaces should be evenly dispersed throughout the community ensuring equitable access for all. Parks differ from open spaces as they are regularly maintained and provide active recreation opportunities on civic facilities. Parks should offer year-round recreational options for all ages and abilities; maintain design standards that are cohesive with the surrounding land uses; and **that typically include** typically linear pathways and connections between neighborhoods **and to** open space areas.

***** This symbol identifies a general vicinity for a proposed regional park.

Areas of open space, on the other hand, provide passive recreation opportunities on undeveloped, non-irrigated lands that support the preservation of sensitive areas and large- and small-scale agricultural operations. Open spaces should be used to enhance connections for regional recreation and wildlife movement.

Potential Uses: outdoor recreation, natural open space, trails, pocket parks, playgrounds, sports fields, picnicking areas, community gardens, and water access.

Suggested Net Density Range: N/A

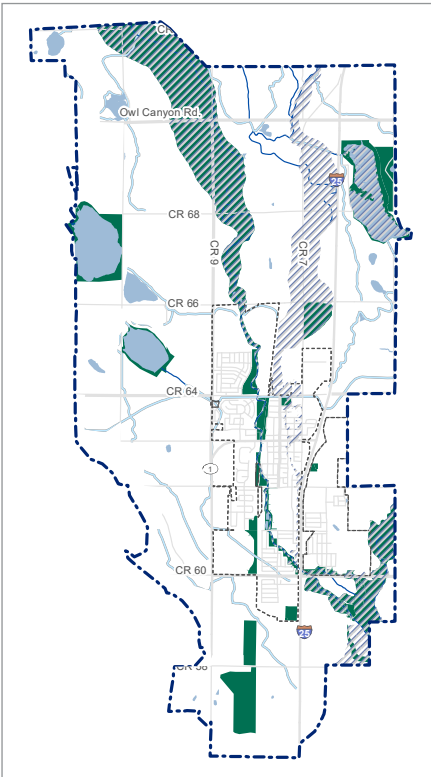
Suggested Intensity Range: N/A

Existing Zoning: P, A

COMMUNITY VOICES:

"Forward thought to preserve Open Spaces where we can get out to ride bikes, play in green areas, build more parks. Eventually linking with Fort Collins' trail system in the future."

LOCATION FOR THIS LAND USE



REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



AGRICULTURE

Desired Intent & Character

These areas are intended to preserve Wellington's agricultural heritage and small town character valued by so many in the community. The Agriculture use designation applies to areas identified as desirable to continue to support function as working agriculture (i.e., arable farming, pastures, agritourism, etc.).

As development pressures continue to grow, it is important to address opportunities for conservation and protection of these lands as natural habitat and to provide a clear separation between the more developed parts of the community and unincorporated county areas or neighboring towns. for environmental benefits (many species depend on this habitat) and to provide an obvious boundary between Town and unincorporated county land or neighboring towns.

Potential Uses: pastures, farms, ranches, and rural residential envisioned as large lots that preserve views, natural features, and agricultural character.

Special uses may be allowed for agritourism purposes (lodging, demonstrations, workshops, fairs, etc.) by review.

Suggested Net Density Range: Max. 4 Up to 6 DU/Acre

Suggested Intensity Range: Maximum 2.0 FAR

Existing Zoning: A, R-1

COMMUNITY VOICES:

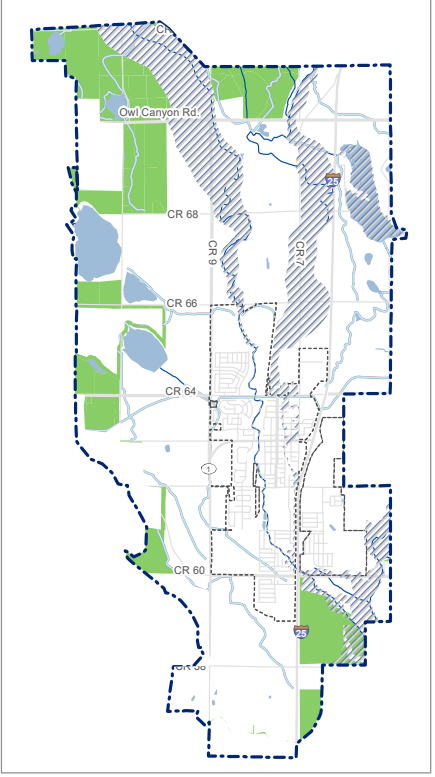
"Positioning ourselves as a big, small town surrounded by rural agriculture."

"We need to preserve the farms..."

REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



LOCATION FOR THIS LAND USE



LOW DENSITY RESIDENTIAL

Desired Intent & Character

Neighborhoods composed predominantly of detached and attached single family homes that are These neighborhoods are composed of single-family homes of interspersed attached and detached units supported by neighborhood amenities and public facilities. While these areas may be more reliant on vehicles given the dispersion of housing due to their sparse character, they should still be connected to the Town's trail network providing safe and active means to access jobs, services, schools, and parks, and connecting to the larger, regional trail system.

Potential Uses: Single-family attached and detached homes. A supporting use to the principal residence Complementary use to principal structure may include Accessory Dwelling Units (ADUs). Other uses include places of worship, schools, parks, recreation, open spaces, and civic uses.

Suggested Net Density Range: 2- Up to 6 DU/Acre

Suggested Intensity Range: N/A

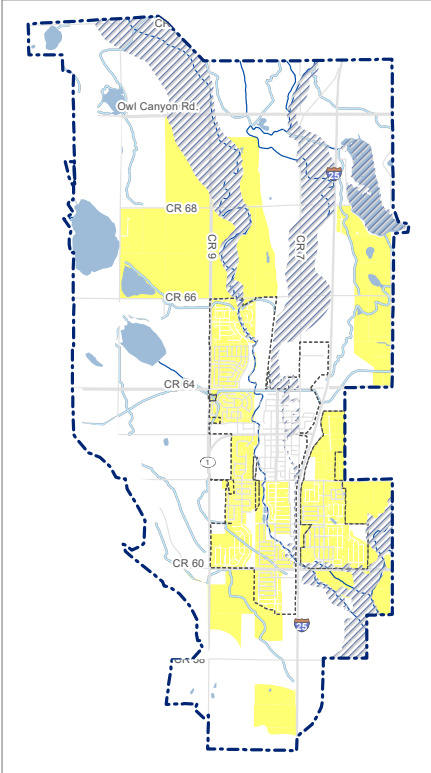
Existing Zoning: R-1, R-2, P

COMMUNITY VOICES:

"Continue to provide good quality housing."

"Enhance trail connections throughout town."

LOCATION FOR THIS LAND USE



REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



MEDIUM DENSITY RESIDENTIAL

Desired Intent & Character

Potential Uses: Primarily single-family and a variety of attached homes (e.g., townhomes, duplexes, fourplexes, cottage courts, and apartments, among others) no taller than 3 stories. A supporting use to the principal residence Complementary use to principal structure may include Accessory Dwelling Units (ADUs). Complementary uses in this land use category may include places of worship, schools, parks, recreation, open spaces, live/work units, home businesses (including child care and group care facilities) and civic uses, as well as commercial/retail at prominent intersections.

Suggested Net Density Range: 6-12 DU/Acre

Suggested Intensity Range: N/A

Existing Zoning: R-2, R-4, C-1, C-2, P

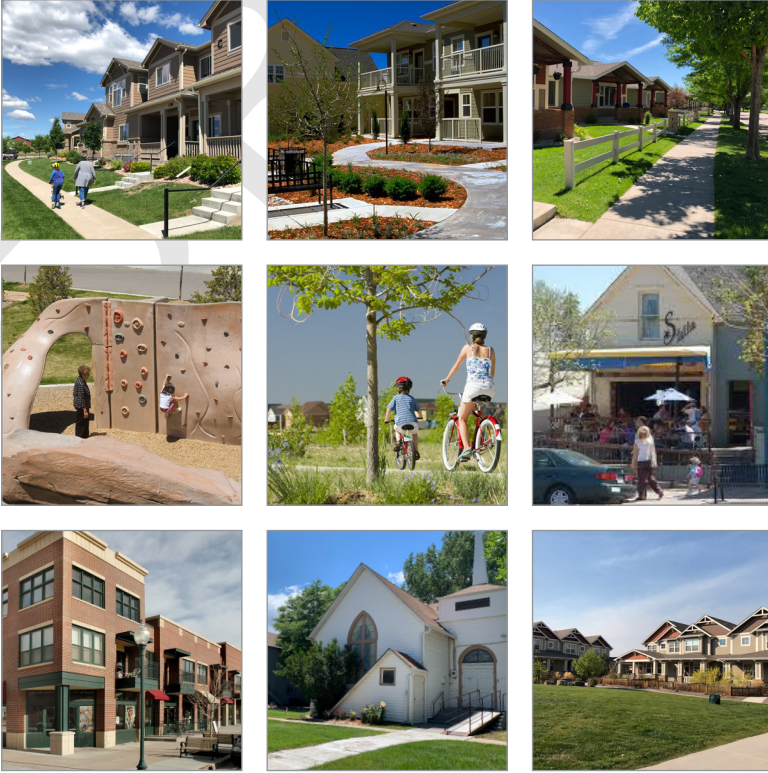
Single- and multi-family neighborhoods with options for home businesses, and for local corner stores and clustered commercial areas around prominent intersections. These thoughtful and well-planned higher density residential areas also provide access to public facilities and amenities (e.g., parks, open spaces, trails, recreation, etc.). New neighborhoods, or upgrades to existing neighborhoods, would provide a walkable environment supported by motorized and non-motorized transportation options, neighborhood retail, parks, and public gathering spaces, ideal for people in all stages of life.

COMMUNITY VOICES:

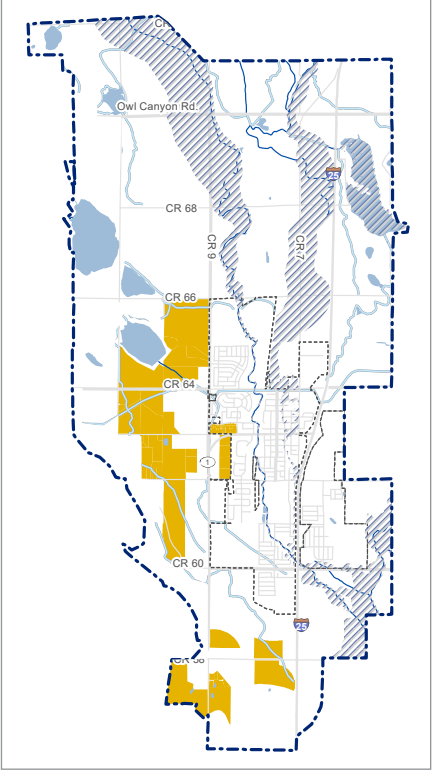
"Bring more diversity of homes (i.e., multi-family, age-in-place) to subdivisions."

"Provide more housing rental opportunities"

REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



LOCATION FOR THIS LAND USE



COMMERCIAL

Desired Intent & Character

Located in **concentrated areas nodes** and along I-25 and SH 1, these areas include a variety of businesses that provide employment opportunities and support the retail and service needs of the community. Building footprints may be free-standing or mid-rise (**no more than 5 stories**) and **may be located within in** a unified campus-like setting integrated with sidewalks, landscaped features, and public spaces and **that promote** providing access to motorized and non-motorized transportation options.

Potential Uses: Various retail and services ranging from shopping areas, to gyms, hospitality, lodging, entertainment, medical, and social services.

In activity centers developed as mixed use (see description on the next page), medium density residential is allowed.

Suggested Net Density Range: N/A

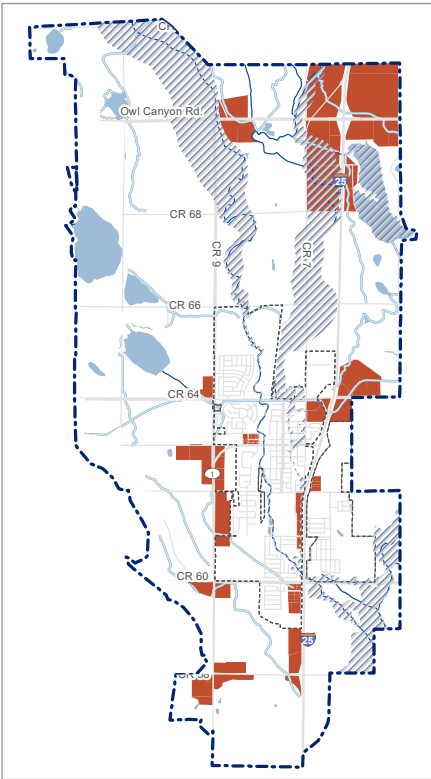
Suggested Intensity Range: 0.1 – 1.0 FAR

Existing Zoning: C-1, C-2, C3, R-4

COMMUNITY VOICES:

"Balance residential and commercial development".

LOCATION FOR THIS LAND USE



REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



MIXED USE

Desired Intent & Character

The intent is for these uses of mixed-use areas is to cluster **residential and non-residential uses in a compact, walkable setting**, potential destinations, encouraging people to walk between destinations and drawing more foot traffic to stores. These areas provide an optimal combination of multi-family residential and small to medium-scale commercial uses that are highly connected to ease of movement through both motorized and non-motorized transportation options offering convenient access for locals and visitors alike.

Activity Centers: This symbol identifies areas designated as key centers to support strategic local and regional transportation networks, employment, recreation, and services. Activity centers should be built as mixed-use areas and leverage local and surrounding assets such as the Downtown, the new high school, the I-25 and CR 58 interchanges, and the future Glade Reservoir and Montava developments. As ownership of existing residential properties in these centers changes, they may transition to commercial or mixed use.

Potential Uses: Primarily restaurants, offices, live-work units, mid-rise apartments, condominiums, urban lodging, civic uses, public facilities, and cultural activities.

Suggested Net Density Range: 10 6-12 DU/Acre

Suggested Intensity Range: 0.1 – 1.0 FAR

Existing Zoning: C-1, C-2, C3, R-4

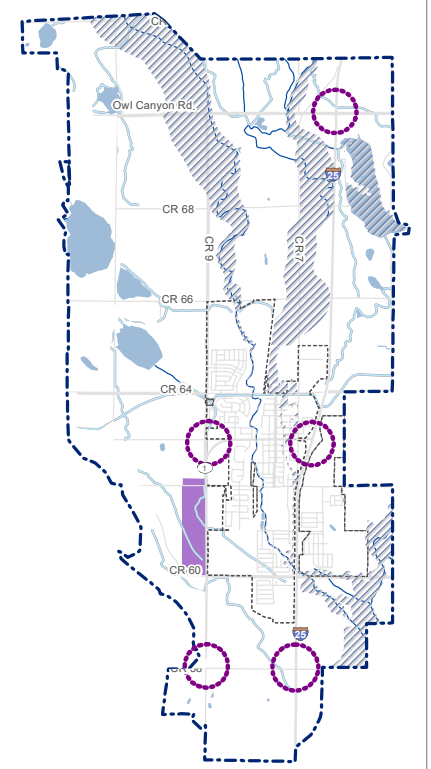
COMMUNITY VOICES:

"Give residents an opportunity to do their shopping and keep taxes in town."

REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



LOCATION FOR THIS LAND USE



DOWNTOWN NEIGHBORHOODS

Desired Intent & Character

This category includes neighborhoods adjacent to the Downtown Core and **that are intended to support** allows for a **variety** diversity of housing types **that complement the area's character**. Future land use changes (at the request of landowners) are anticipated to be more focused on streets closest to the Downtown Core or high traffic areas (e.g., CR 9 and 6th St.) and less on interior streets.

This area is intended to be supported by a traditional, highly connected gridded street system with detached sidewalks, and **that** incorporate pocket parks and public gathering spaces. Small-scale service establishments, including small offices and restaurants, home-based businesses, and civic and community uses can be integrated within neighborhoods to add vibrancy to the overall Downtown area.

Potential Uses: Primarily detached and attached single-family homes, backyard cottages, cottage courts, duplexes to fourplexes, and townhouses, **no taller than 3 stories**.

Secondary uses may include small-format office and home-based business, neighborhood restaurant, live-work units, civic and community uses, places of worship, and neighborhood and community parks.

Suggested Net Density Range: 8-12 DU/Acre

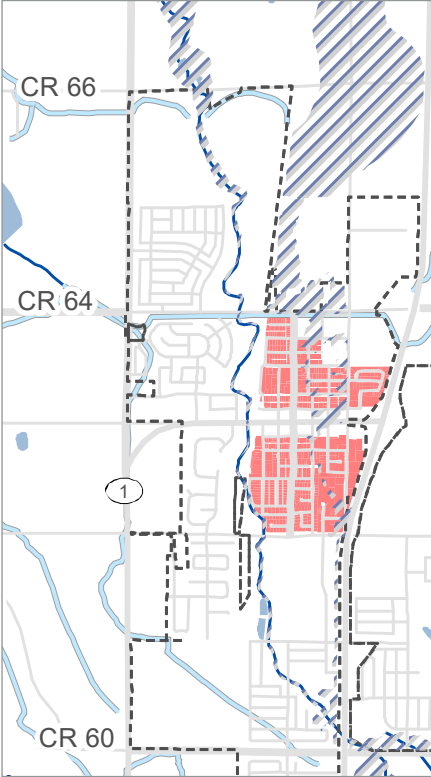
Suggested Intensity Range: 0.1 – 1.0 FAR

Existing Zoning: R-1, R-2, C-1, C-2, TR

COMMUNITY VOICES:

"Balance Downtown uses to have tax-generating businesses without undermining social assets, i.e., parks, landmarks, churches, etc".

LOCATION FOR THIS LAND USE



REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



DOWNTOWN CORE

Desired Intent & Character

As the Town's primary activity center, Downtown Wellington is intended to be highly connected to an efficient network of motorized and non-motorized connections. Its character is based on historic and civic buildings, ample and landscaped sidewalks, groomed and activated alleys, public art, and gathering spaces, —all designed with a **pedestrian** human-scale perspective that gives the Downtown a unique sense of place and contributes to community pride.

In an effort to make Downtown more vibrant, **As property owners choose to reinvest in the Downtown, Main St.** the uses should encourage to fill in 'select' infill of vacant residential and commercial areas and **slightly** increase the height of existing buildings (3 stories) to support upper level residential uses. **Changes to Harrison Ave. and McKinley Ave. should allow neighborhood-oriented business uses that support and maintain the area's character and do not drastically alter the look of existing buildings.**

More Downtown dwellers will These changes will result in more foot traffic for Downtown businesses, allowing them to stay open longer hours and, overall, contributing to a thriving and vibrant Downtown economy.

Potential Uses: Primarily restaurants, specialty retail, offices, housing, urban lodging, and cultural activities, **no taller than 3 stories**.

Secondary uses may include limited multi-family residential that enhance safety, vibrancy, and retail activity.

Suggested Net Density Range: Minimum 10-12 DU/Acre

Suggested Intensity Range: 0.5 – 2.0 FAR

Existing Zoning: R-2, R-4, C-1, C-2, LI, TR

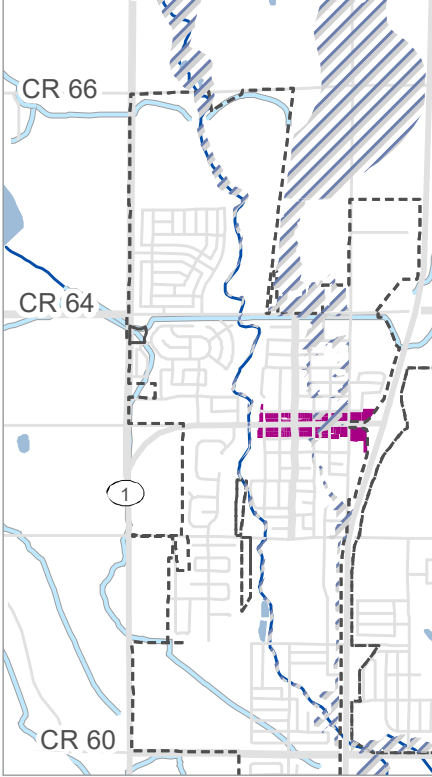
COMMUNITY VOICES:

"Promote 2-3 story multi-use buildings in Downtown".
"Address walkability (sidewalks, crosswalks), parking, and streetlights".

REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



LOCATION FOR THIS LAND USE



Desired Intent & Character

Industrial and light industrial areas are intended to provide a diversity of building types and sizes that support the for diverse businesses that to contribute to Wellington's economy. These areas should provide sufficient hard surface to allow for movement of goods and should have convenient access to truck routes, railroads, and other major thoroughfares. They should also provide pedestrian connectivity and green space, offering visual relief and natural protection from adjacent uses.

Industrial areas should generally be located interior to the large block of industrial/ light industrial areas as identified on the future land use map.

Light industrial areas differ from traditional industrial areas as these are intended to support light manufacturing jobs that create minimal noise, smell, and road traffic. Typically, light industrial areas should serve as a separator between heavier industrial and surrounding land uses, such as residential and commercial areas.

Potential Industrial Uses: Primarily large format buildings for manufacturing, assembly, warehousing, distribution, and processing. Complementary uses may include research and development.

Potential Light Industrial Uses: small-scale buildings for start-ups, small offices, and live-work flex spaces.

Suggested Net Density Range: N/A

Suggested Intensity Range: 0.1 – 1.0 FAR

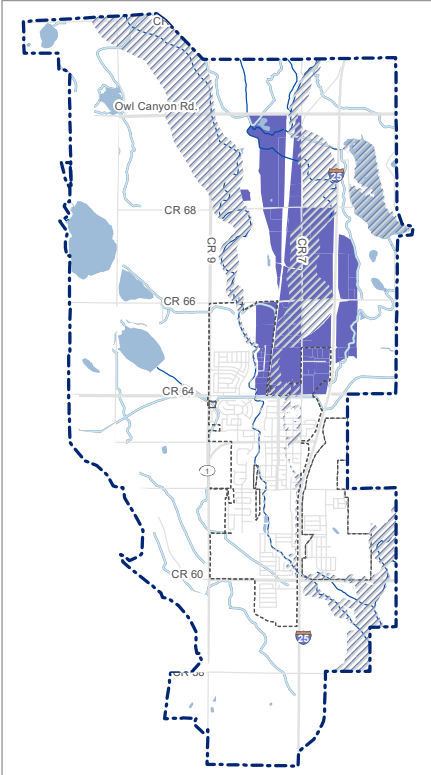
Existing Zoning: LI, I

COMMUNITY VOICES:

"We need a manufacturing base to generate tax."

"Locally owned [businesses] if possible."

LOCATION FOR THIS LAND USE



REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



Desired Intent & Character

These areas are intended to support the community with accessible walkways, public gathering spaces, and motorized and non-motorized transportation connections and parking that accommodate a large influx of car and pedestrian and traffic. Buildings may be small, mixed with other uses in Downtown, or large, providing joint facilities (library, recreation center, etc.) intermixed in residential or mixed-use areas.

Civic areas should consider building design, materials, and sustainability; making developments timeless, and favoring form and function over cost. Lastly, these areas should leverage local public art to add beauty and pride to Wellington.

Potential Uses: Town buildings such as offices, the library, community center, and schools; government buildings such as post office and fire department; regional schools or research centers.

Suggested Net Density Range: N/A

Suggested Intensity Range: 0.25 – 2 FAR

Existing Zoning: P

COMMUNITY VOICES:

"Add community/social gathering spaces in and around Downtown."

"Construct a new Town Hall."

REPRESENTATION OF SUGGESTED DENSITY, USES, AND AMENITIES.



LOCATION FOR THIS LAND USE

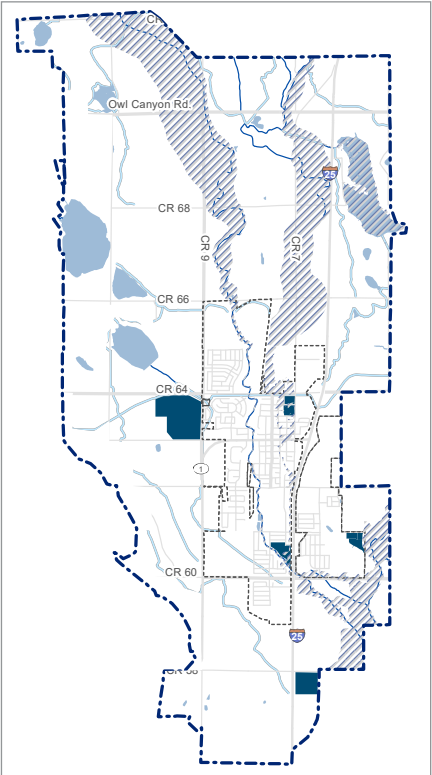




Photo Credit: Logan Simpson, 2019

IMPLEMENTATION

IMPLEMENTATION

Overview

This chapter identifies a series of specific steps to be taken by the Town and community partners to achieve the Plan’s Vision and Pillars and its respective goals and strategies. Since implementation can take time, Town leaders and staff must reassess and prioritize strategic items annually. Implementation measures may be adjusted over time based on availability of new or improved information, changing circumstances, resource availability, and anticipated effectiveness, so long as they remain consistent with the intent of the Comprehensive Plan.

Implementation Strategies- Action Items

Building on the 2014 Comprehensive Plan, the following implementation strategies items were confirmed, refined, or expanded. Additionally, community input informed a series of opportunities that resulted in new strategies. The strategies e actions outlined in the implementation tables (over the next pages) support the Community Vision and Themes and are intended to influence future zoning and regulation changes, suggest potential financing tools, leverage partnerships, prioritize capital investments, and establish new programs and services. The resources and partnerships required for each strategyic action should be considered in conjunction with annual budgeting and capital planning.

Strategies are outlined by the following elements:

TYPE

- **Regulatory Reform:** some development regulations and standards will need to be updated to ensure consistency with the goals and strategies in this Plan.
- **Capital Projects:** these major infrastructure investments and funding partnerships are specifically relevant to the implementation of the Comprehensive Plan goals and strategies

but should be considered in conjunction with other capital improvements and related plans to determine priorities, project efficiencies, and timing of capital improvement expenditures.

- **Plan or Study:** specific locations or initiatives that may require direction at a more detailed level than what is established in this Comprehensive Plan. These include site-specific development guidelines, master and/or subarea plans, and feasibility or funding studies. These plans and studies may be done by Town Staff and/or consultants alongside an advisory committee made up of Wellington community members and other identified stakeholders.
- **Program or Resource:** these may include developing an educational program, marketing campaign, or a repository of resources to inform the public, encourage civic engagement, and overall, invite the community to contribute to the success of the Comprehensive Plan efforts. Programs and resources may also involve seeking or continuing collaborative efforts (i.e., partnerships) with local and regional organizations.

PRIORITY

This indicates the known level of priority at the moment of developing the Plan. This priority is expected to guide initial decision-making but will need to be updated as the Town leadership reassess priorities and funding opportunities year after year.

- **Low:** should be done if time permits but can be postponed.
- **Medium:** should be done as resources become available and after urgent needs are met.
- **High:** satisfies urgent needs and/or capitalizes on immediate resources (funding, partnerships, etc.) to be easily implemented.

IMPLEMENTATION TIMELINE

- **Short-term:** 0-5 years
- **Mid-term:** 5-10 years
- **Long-term:** 10-20 years or more

ANTICIPATED COST

This indicates a rough estimate range. Precise costs will be evaluated by Town leadership at the time of implementing each strategy.

- **\$:** an anticipated cost less than \$20,000
- **\$\$:** an anticipated cost of \$20,000 - \$100,000
- **\$\$\$:** an anticipated cost over \$100,000

ALTERNATIVE FUNDING SOURCES

This section will list any known existing and potential sources at the time of developing the plan. Efforts should be made to continue exploring and securing funding sources. [This information will be provided to Town staff separately.]

Prioritization Considerations

Ultimately, the Board of Trustees prioritizes the implementation of this Plan. Decisions are made based on a variety of changing conditions and priorities. Prioritization may change based on changing funding levels and/or sources (e.g., grant funding that must be used for a certain type of project); new opportunities for partnerships; and the emergence of new private development projects. The following criteria can help Board of Trustees in determining the priority of strategies to implement:

- **Health, Safety, Welfare, and Code Compliance:** strategy action involves projects that improve public health, safety, welfare, or ensure code compliance.
- **Ease of Implementation:** strategy action capitalizes on opportunities to be easily implemented (i.e., low cost with large gains, staff capacity, development-ready projects, available property, etc.).

- **Community Significance:** strategy action provides benefit to a large number of people within the community, contributes to Community Vision and Themes goals and to balancing needs across the community.
- **Partnerships for Funding:** strategy action leverages partnerships for funding (i.e., Regional Partners, federal or state grants, private sources, etc.).
- **Satisfies Urgent Need:** strategy action satisfies urgent needs within the community (i.e., transportation and safety improvements).
- **Completes Phasing of Current Projects:** strategy action completes phases of current projects that are yet to be completed.

Plan Integration

Town Leadership and the staff should ensure consistency between the Comprehensive Plan and development proposals, development regulations, and the land use codes, and infrastructure capacity. Additionally, the Town should work to integrate the Plan’s strategies actions into the Town’s Capital Improvement Plans to ensure implementation. For this reason, the development of an annual workplan is recommended.

• Annual Workplan

Each year, Town Leadership including the Town Administrator and Planning and Public Works Directors, among others, should jointly develop a workplan with key strategies actions for the year. Using the Implementation Table in this Plan as a guiding document, the group should assess any changing and pressing priorities and capitalize on known resources and partners for the year.

Monitoring Progress

Tracking progress over time is crucial to ensuring the success of this Plan. It can be easy to lose track of how many improvements are made over time or to focus on strategies action that steer away from identified priorities, targets, or resources. For this reason, a series of keystone indicators are provided below. It is recommended that annual, or semi-annual, audits involve tracking indicators a separate working (Excel) file was created for Town Staff to ensure the systematic documentation of achievements, obstacles, and shortcomings and, most importantly, to correct the course of action, when needed.

Plan Updates

Though the goals and strategies and actions contained in this Plan were developed to guide the Town’s decision-making into 2040, the Plan is intended to be flexible and adapt to changing conditions. The Plan should be reviewed and updated at least every 5 years. Minor modifications may occur in interim years whenever major demographic shifts or policy changes occur that would impact the accuracy and direction of the elements in this Plan. As change occurs, however, the Plan’s Community Vision and Themes should continue to provide the foundation for the Plan.

Implementation Tables

Over the next pages, color-coded tables illustrate the strategic actions and implementation elements categorized by the four community themes.

COMMUNITY COHESION (CC) GOALS & STRATEGIES	TYPE	PRIORITY	TIMELINE	ANTICIPATED COST
CP GOAL 1. MAINTAIN AND ENHANCE THE COMMUNITY'S CHARACTER AND CULTURE.				
CP 1.1. Develop and upgrade gateways (per Future Land Use Map) and establish appropriate and recognizable signage to bring attention to the Town.	Capital Project	Low	Long term	\$\$\$
CP 1.2. Update the Land Use Code to allow for flexible spaces and convertible streets that support a wide range of uses including local festivals and events.	Regulatory Reform	Medium	Short term	\$
CP 1.3. Create design guidelines that celebrate and preserve distinct features throughout Town, making each area/neighborhood unique.	Regulatory Reform	Medium	Short term	\$
CP 1.4. Continue to ensure that land use decisions made by the Town are in accordance with fundamental private property rights.	Regulatory Reform	High	Ongoing	\$
CP 1.5. Evaluate service capacity and facility needs for the library and senior center.	Plan or Study	Low	Long term	\$
CP 1.6. Collaborate with event organizers and local businesses to support them in following ADA guidelines to ensure spaces and events are accessible.	Program or Resource	High	Ongoing	\$
CP 1.7. Collaborate with event organizers to develop a community corps of volunteers that support Town events. Alongside this effort, develop a code of conduct for keeping Wellington well—encouraging community members to take pride in taking care of public amenities.	Program or Resource	Medium	Ongoing	\$
CP GOAL 2. ENSURE THAT EXISTING AND FUTURE RESIDENTIAL DEVELOPMENTS CONTRIBUTE TO ENHANCING QUALITY OF LIFE.				
CP. 2.1. Update the Land Use Code to allow a greater mix of housing types and styles that cater to a variety of families, including older adults, first time home-buyers, lower income earners, and people with disabilities, among others.	Regulatory Reform	High	Short term	\$
CP. 2.2. Support Housing Catalyst in their mission to provide affordable housing.	Program or Resource	High	Ongoing	\$
CP. 2.3. Identify incentives to encourage new housing developments and retrofits to include energy-efficient and water-wise materials and practices while ensuring homes are both affordable and cost comparable.	Regulatory Reform	High	Short term	\$
CP. 2.4. Update off-site improvement requirements to include separation buffers for bicyclist and pedestrian safety and comfort as well as adequate connections between destinations and directional signage.	Regulatory Reform	High	Short term	\$
CP. 2.5. Ensure adequate park, trail, and open spaces are added to land use mix as the population grows.	Regulatory Reform	High	Ongoing	\$

CP. 2.6. Identify partners and resources to build a campaign to promote air quality in and around Wellington to ensure air quality is maintained as Wellington and the North Front Range continues to grow.	Program or Resource	Low	Long term	\$
CP GOAL 3. ENHANCE, MAINTAIN, AND INCREASE RECREATIONAL SPACES AND NATURAL AMENITIES SO THEY CAN BE ENJOYED BY ALL AGES AND ABILITIES.				
CP. 3.1. Update the 2015 Parks and Trails Master Plan to develop a visionary network of accessible and connected trails and parks.	Plan or Study	Medium	Short term	\$
CP. 3.2. Develop criteria to create and update the level of service standards for parks and open spaces to ensure public spaces are safe, illuminated, accessible, and clean.	Regulatory Reform	Medium	Short term	\$
CP. 3.3. Identify locations for larger, regional parks.	Plan or Study	Low	Long term	\$
CP. 3.4. Collaborate with CSU's Agricultural Sciences Department and Wellington's Parks Advisory Board (PAB) to incorporate thematic opportunities for environmental and historical education in the design of recreational areas and trails (e.g., markers that identify species, farms, and the historical significance of land).	Program or Resource	Low	Long term	\$
CP. 3.5. Promote the involvement of community members (of different backgrounds, ages, and abilities) in designing outdoor public spaces that can be enjoyed by all.	Program or Resource	High	Ongoing	\$
CP. 3.6. Assess the need and timing for a recreational facility that can offer more opportunities for recreation.	Plan or Study	Low	Long term	\$
CP. 3.7. Collaborate with Colorado Parks & Wildlife to increase year-round access to nearby natural areas—including NPIC reservoir #4 as a possible recreational area—and ensuring ways to waive user fees or keep to a minimum.	Program or Resource	High	Short term	\$
CP. 3.8. Work with the community, Parks and Recreation Department, and the Parks Advisory Board to identify a location for and build a new wheel park for the use of skateboards, roller blades, bicycles, wheelchairs, etc.	Plan or Study	Medium	Mid term	\$
CP GOAL 4. ENSURE RESIDENTS AND VISITORS ARE AND FEEL SAFE.				
CP. 4.1. Provide responsive, local law enforcement at the level and in the areas necessary to ensure public safety.	Program or Resource	High	Ongoing	\$
CP. 4.2. Identify a funding source for anticipated future law enforcement needs necessitated by growth.	Program or Resource	Medium	Ongoing	\$
CP. 4.3. Identify and implement Crime Prevention through Environmental Design (CPTED) strategies in key Town areas.	Program or Resource	Medium	Ongoing	\$
CP. 4.4. Collaborate with the community to ensure the provision of community spaces to host after school programs and recreational opportunities for the area youth.	Program or Resource	High	Ongoing	\$
CP GOAL 5. ENCOURAGE DEVELOPMENT PROJECTS AND THE COMMUNITY TO EMBRACE AND SUPPORT AGRICULTURAL HERITAGE AND HEALTHY FOOD NETWORKS				
CP. 5.1. Update the Land Use Code to encourage inclusion of agricultural elements and themes (e.g., orchards, community gardens, repurposing agricultural structures, etc.) into the design of development.	Regulatory Reform	Medium	Short term	\$
CP. 5.2. Collaborate with new and existing neighborhoods, the school district, and other community partners to implement agricultural elements and themes in neighborhoods and facilities.	Program or Resource	Medium	Ongoing	\$

CP. 5.3. Establish relationships and collaborate with local agricultural producers, community partners and the business community in order to create new opportunities to connect local residents with local agricultural products (e.g., small scale farming operations, Community Supported Agriculture, and small vegetable stands) and to develop an Agricultural Day to raise awareness of and build pride for local agriculture.	Program or Resource	Medium	Ongoing	\$
VIBRANT & HISTORIC DOWNTOWN (DT) GOALS & STRATEGIES	TYPE	PRIORITY	TIMELINE	ANTICIPATED COST
DT GOAL 1. IMPROVE THE APPEARANCE AND VITALITY OF DOWNTOWN TO ACHIEVE AND SUPPORT AN ECONOMIC, SOCIAL, AND CULTURAL CENTER FOR THE TOWN.				
DT. 1.1. Undertake and implement a Downtown Master Plan that considers Centennial Park.	Plan or Study	High	Short term	\$\$
DT. 1.2. Develop Downtown Design Guidelines to reflect community values and needs (e.g., enhanced streetscape, connectivity, gathering places, and accessibility, among others); to promote the preservation, renovation, and adaptive reuse of historic structures; and to provide clear regulatory guidance for decision-making.	Regulatory Reform	High	Short term	\$
DT. 1.3. Support applications for appropriate grants/funding from the National Trust for Historic Preservation.	Program or Resource	High	Ongoing	\$
DT. 1.4. Assess feasibility to implement programs and incentives to address preservation and rehabilitation of historic buildings and landmarks at time of development review.	Plan or Study	Medium	Mid term	\$
DT. 1.5. Plan for improvement and development of parks and greenspace to increase social gathering places.	Plan or Study	Medium	Ongoing	\$
DT. 1.6. Explore the redevelopment of Centennial Park as a type of central meeting place for community wide events and activities, and ensuring the involvement from a variety of Town stakeholders including the Main Street Program, Wellington Chamber of Commerce, Farmer's Market, Downtown Residents, Downtown Businesses and Daycares, Boys & Girls Club, and others.	Plan or Study	High	Short term	\$
DT. 1.7. Explore leveraging the Town-owned properties (e.g., along the west side of the train tracks) to enhance trail connections and contribute to the expansion of public spaces (adaptable plaza or space for pop-up events, food trucks, etc.).	Plan or Study	High	Short term	\$
DT. 1.8. Enhance alleys (with art, seating, plantings, pathways, lights, paving, etc.) to contribute to improving community/social gathering spaces in Downtown. Identify opportunities for the community to be a part of beautification efforts.	Program or Resource	Medium	Mid term	\$\$
DT. 1.9. Continue the support of a variety of public art within Downtown.	Program or Resource	Medium	Ongoing	\$
DT. 1.10. Expand Downtown to include Harrison Ave. and McKinley Ave. as well as connecting side streets for buildings within this area to be allowed to convert to a low impact commercial use (e.g., lawyer's office or chiropractic clinic), at the owner's request without altering the look of the building.	Regulatory Reform	High	Short term	\$

DT. 1.11. Develop a plan to further designate pedestrian and bicycle connections within and to Downtown.	Plan or Study	High	Short term	\$
DT. 1.12. Ensure Downtown streetscapes support ADA requirements, offering safe and accessible options for all people.	Capital Project	High	Ongoing	\$
DT GOAL 2. ALIGN DOWNTOWN AND ECONOMIC DEVELOPMENT EFFORTS TO ENSURE A FERTILE BUSINESS ENVIRONMENT THAT SUPPORTS EXISTING AND NEW BUSINESSES				
DT. 2.1. Identify funding resources and work with banks to provide low interest loans to assist property owners in updating buildings to meet current code standards.	Program or Resource	High	Ongoing	\$
DT. 2.2. Identify vacant and underutilized properties and work with the owners to accomplish the Downtown vision and goals. Alongside this effort, assess incentives for infill and compact development in Downtown and surrounding neighborhoods.	Plan or Study	High	Short term	\$
DT. 2.3. Ensure updates to the Land Use Code honor and complement the existing historic character while allowing mixed use building types in and adjacent to the Downtown Core.	Regulatory Reform	High	Short term	\$
DT. 2.4. Collaborate with economic development efforts to identify and actively pursue boutique lodging businesses for Downtown.	Program or Resource	High	Short term	\$
DT. 2.5. Ensure utilities like high-speed internet, water/ wastewater expansion, adequate electricity capacity, and other essential needs are available for businesses to establish and maintain operations in Downtown.	Capital Project	High	Short term	\$\$\$
DT. 2.6. Amend parking standards for Downtown to improve vitality and economic support of businesses.	Regulatory Reform	Medium	Short term	\$
DT. 2.7. Increase access to and signage for public restrooms to encourage through traffic to stop Downtown.	Program or Resource	High	Short term	\$
DT GOAL 3. MITIGATE FLOODPLAIN IMPACTS TO DOWNTOWN PROPERTIES AND AMENITIES				
DT. 3.1. Ensure Downtown stormwater infrastructure improvements as well as development and redevelopment projects are consistent with the upcoming Stormwater Master Plan.	Capital Project	High	Ongoing	\$
DT. 3.2. Evaluate reconfiguring street and parking standards along SH 1 (Cleveland Ave.) to incorporate plantings and drainage improvements.	Plan or Study	Medium	Short term	\$
TE. 1.1. Ensure land uses and supporting infrastructure and utilities are available to provide opportunities for needed services (grocery store, pharmacy, assisted living, and similar identified service providers) and home businesses to establish their businesses in Wellington.	Regulatory Reform	High	Ongoing	\$
TE. 1.2. Leverage activity centers (illustrated in the Future Land Use Map) to promote land uses that would capture traffic to and from nearby destinations to draw visitors to our local businesses.	Program or Resource	High	Ongoing	\$

THRIVING ECONOMY (TE) GOALS & STRATEGIES	TYPE	PRIORITY	TIMELINE	ANTICIPATED COST
TE GOAL 1. DIVERSIFY THE TOWN'S ECONOMIC BASE				
"TE. 1.3. Collaborate with Economic Development efforts to ensure land uses are available for: •Hosting regional sports competitions to build pride among local youth and attract sports tourism. •Businesses that can build on regional recreation such as year-round indoor entertainment, sporting goods store, and bicycle shops. •Businesses such as hotels and restaurants to locate along the I-25 Corridor and Owl Canyon Road. •A food commissary that supports food trucks and food startups."	Program or Resource	High	Ongoing	\$
TE. 1.4. Leverage the BNSF railroad spur north of Town to attract key businesses to the area.	Program or Resource	High	Short term	\$
TE. 1.5. Evaluate a lodging tax to support local tourism and recreation programs and facilities.	Plan or Study	Medium	Short term	\$
TE. 1.6. Encourage appropriately integrated lodging options throughout Town, including bed and breakfasts, motels, and hotels.	Program or Resource	Medium	Ongoing	\$
TE GOAL 2. BALANCE COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL LAND USES TO ENSURE A VARIETY OF CONVENIENT AMENITIES AND APPROPRIATE INFRASTRUCTURE.				
TE. 2.1. Regularly assess the need to update development impact fees that align with community needs and regional best practices to enhance amenities and appropriately cover infrastructure costs.	Regulatory Reform	Low	Ongoing	\$
TE. 2.2. Ensure land use standards accommodate a variety of businesses so small local businesses, big box, and chain stores have available options.	Regulatory Reform	Medium	Short term	\$
TE. 2.3. Promote architecture and design aesthetics that are honor the Town's rural, historic, and agricultural heritage.	Program or Resource	Low	Mid term	\$
TE. 2.4. Work with CDOT to assess the opportunity of having a Rest Area/Travel Plaza designated for use during closure of I-25 to relieve the congestion of semi-trucks on community streets/parking areas during inclement weather.	Plan or Study	Medium	Short term	\$
TE. 2.5. Ensure new industrial developments are consistent with the Infrastructure and Water Efficiency Plans.	Regulatory Reform	Medium	Short term	\$
TE GOAL 3. PROMOTE AGRITOURISM AS A KEY SECTOR FOR WELLINGTON'S ECONOMY.				
TE. 3.1. Provide agritourism as an allowed use in appropriate zone districts.	Regulatory Reform	Low	Mid term	\$
TE. 3.2. Highlight and align economic development programs and tools to include opportunities for local agricultural, tourism, and recreation industries. This effort should also include working with local groups to develop, establish, and maintain a repository of available resources for interested parties to engage in agritourism activities.	Program or Resource	Low	Mid term	\$
TE. 3.3. Encourage urban farming.	Program or Resource	Low	Short term	\$
TE. 3.4. Promote the creation of a farmer's market or work with County to expand farmer's market to Wellington.	Program or Resource	Low	Short term	\$
TE. 3.5. Collaborate with existing regional efforts that support and encourage agritourism.	Program or Resource	Low	Short term	\$

TE GOAL 4. DEVELOP A SUPPORTIVE BUSINESS ENVIRONMENT THAT AIDS IN CREATING A THRIVING LOCAL ECONOMY.

TE. 4.1. Balance residential with commercial land uses to promote local job opportunities and needed services for residents.	Regulatory Reform	High	Short term	\$
TE. 4.2. Identify and address municipal and administrative barriers to business development.	Plan or Study	Medium	Mid term	\$
TE. 4.3. Communicate with existing businesses to understand needs and plans for expansion and retention within the community.	Program or Resource	High	Short term	\$
TE. 4.4. Ensure appropriate land uses are available for the establishment of local organizations like non-profits, places of worship, and cultural facilities like museums, among others.	Plan or Study	Low	Mid term	\$
TE. 4.5. Assess feasibility of financing and funding options such as tax increment financing, site acquisition and preparation, revolving loan funds, and tenant improvement assistance to incentivize businesses and job creation.	Plan or Study	Medium	Mid term	\$
TE. 4.6. Increase coordination for tourist-oriented development signage (blue signs on CDOT roads) that promote local businesses and reduce the need for very large signage.	Program or Resource	Medium	Mid term	\$

RELIABLE & RESILIENT PUBLIC SERVICES FACILITIES & PROGRAMS (F&P) GOALS & STRATEGIES	TYPE	PRIORITY	TIMELINE	ANTICIPATED COST
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F&P GOAL 1. ENSURE A MAINTAINED LEVEL OF SERVICE AND EFFICIENT EXTENSION OF SERVICES WITHIN THE GMA.

F&P. 1.1. In partnership with Public Works, collaborate on an infrastructure master plan and planning documents to proactively guide and evaluate Town growth and limitations.	Plan or Study	Medium	Mid term	\$
F&P. 1.2. Ensure the expansion and upgrades of utilities, infrastructure, and amenities are consistent with Town Plans (e.g., Water Efficiency, Stormwater Management, Emergency Preparedness, Infrastructure Plan, and this Comprehensive Plan) and that key projects are included in the five-year Capital Improvements Plan.	Capital Project	Medium	Ongoing	\$\$\$
F&P. 1.3. Develop a monitoring and reporting system across all Town departments to ensure efficient upgrades and extensions of utilities and services (water, sewer, stormwater, streets, sidewalks, parks) and private service providers (cable, Internet, phone, recycling) that meet a fair rate structure.	Program or Resource	Medium	Mid term	\$
F&P. 1.4. Develop an ADA and community informed project list for the review, maintenance, and update of streets and public spaces and assess the need for priority projects to be included in the Town's Capital Improvements Plan.	Program or Resource	Medium	Mid term	\$
F&P. 1.5. Coordinate with entities to assess options for improving and diversifying private broadband and/or other high-performance networks to encourage professional and technical companies to locate in Wellington and to offer improved services to residents and schools.	Plan or Study	Medium	Mid term	\$
F&P. 1.6. Identify criteria to ensure an appropriate level of service reaches all residents within Town limits and promote the efficient and logical extension of infrastructure services within the Town's GMA boundary (focusing first on the SH-1 corridor and CR 58)	Plan or Study	Medium	Mid term	\$

F&P. 1.7. Monitor development and growth in relationship to water supply and wastewater facility capacity.	Plan or Study	high	Short term	\$\$
F&P. 1.8. Ensure the Town's Landscape and Irrigation Standards assess options and locations for green stormwater infrastructure that address water runoff and supply and contribute to a more attractive and resilient urban environment. Alongside this effort, ensure guidelines are provided for residents who want to contribute to this effort (e.g., via rain gardens, permeable pavements, planter boxes, etc.).	Plan or Study	Medium	Short term	\$
F&P. 1.9. Identify and define natural hazards and sensitive areas and recommended setbacks or mitigation to more appropriately incorporate these areas into planning efforts (e.g., hazard mitigation, environmental conservation, recreation and access) and to reference them in development reviews.	Plan or Study	Medium	Mid term	\$
F&P. 1.10. Assess opportunities and partners to develop a Wellington-specific emergency preparedness plan or guidelines to address most-likely scenarios for identified threats.	Plan or Study	High	Short term	\$
F&P. 1.11. Formalize Intergovernmental Agreements with Larimer County, nearby municipalities, and utility providers to enhance and streamline joint land use planning, utilities delivery, revenue sharing, and growth boundaries among other considerations.	Regulatory Reform	Medium	Mid term	\$
F&P. 1.12. Identify appropriate leadership to partner and build influence at the County and State levels to ensure Wellington's needs are considered and respected.	Program or Resource	Medium	Mid term	\$
F&P. 1.13. Implement the Wastewater Collection System Master Plan, including consideration of service area boundaries in the southern portion of the GMA and coordination with Boxelder Sanitation District to evaluate efficient extension of infrastructure between wastewater utility service providers.	Plan or Study	Medium	Mid term	\$

F&P GOAL 2. ENSURE NEW DEVELOPMENTS CONTRIBUTE TO ESSENTIAL COMMUNITY SERVICES AND INFRASTRUCTURE.

F&P. 2.1. Develop and promote comprehensive and predictable guidelines for developers to easily follow processes, access resources, and comply with Town requests and priorities as they complete development reviews.	Program or Resource	High	Short term	\$
F&P. 2.2. Require new utilities and existing overhead utilities to be underground for major development projects.	Regulatory Reform	Medium	Mid term	\$
F&P. 2.3. Require new development to demonstrate how they will connect to and improve the existing networks for active transportation, vehicular traffic, open space and parks, and essential infrastructure for water, wastewater, and stormwater.	Regulatory Reform	Medium	Mid term	\$
F&P. 2.4. Assess community desire to update land use and building codes that would require (or incentivize) development to meet updated quality, durability, accessibility, and infrastructure standards.	Program or Resource	Medium	Mid term	\$
F&P. 2.5. Host regular meetings with school, fire, and parks and recreation departments to collaborate on upgrades to existing facilities and on securing locations for new facilities.	Program or Resource	Low	Mid term	\$

F&P. 2.6. Review and update impact fees for all developments on a regular basis (identify time frame) so these developer paid fees contribute to parks and active transportation network enhancements, among other community benefits.	Plan or Study	Medium	Mid term	\$
F&P. 2.7. Assess opportunities (e.g., conservation easements, Transfer of Development Rights, etc.) so landowners don't feel pressured to have to sell their land to a developer and can continue to have a working farm or open land.	Plan or Study	Low	Mid term	\$
F&P GOAL 3. ENHANCE TOWN HALL FACILITIES AND SERVICES.				
F&P. 3.1. Continue assessing the feasibility of a new Town Hall that unifies all Town services and creates a civic hub.	Plan or Study	Low	Ongoing	\$
F&P. 3.2. Collaborate with local and regional schools to create internship opportunities for individuals of all ages to learn about and contribute to Town affairs.	Program or Resource	Low	Mid term	\$
F&P. 3.3. Advertise and promote opportunities for Boards and Commissions' positions with the community at large.	Program or Resource	Low	Short term	\$
F&P. 3.4. Share planning-related information and resources in the Town's monthly newsletter and via social media platforms.	Program or Resource	Low	Short term	\$
F&P. 3.5. Maintain and enhance transparent and timely communication of Town projects and updates to the community.	Program or Resource	Low	Ongoing	\$
F&P. 3.6. Pursue more regional, state, and federal grant opportunities and seek grant writing assistance to capitalize on funding opportunities.	Program or Resource	Medium	Ongoing	\$
RELIABLE & RESILIENT PUBLIC SERVICES TRANSPORTATION (T) GOALS & STRATEGIES	TYPE	PRIORITY	TIMELINE	ANTICIPATED COST
T GOAL 1. CREATE AN EFFICIENT AND SAFE TRANSPORTATION SYSTEM FOR ALL MODES OF TRANSPORTATION WITHIN AND BEYOND TOWN BOUNDARIES.				
T. 1.1. Finalize a Transportation Master Plan that appropriately classifies streets and develops standards for development that addresses all modes of transportation.	Plan or Study	Medium	Short term	\$
T. 1.2. Work with the community to develop an ADA Transition Plan which outlines how the Town will remove barriers in its transportation system that limit accessibility for people with disabilities and limited mobility.	Plan or Study	High	Ongoing	\$
T. 1.3. Pursue Quiet Zone designations for the Town's railroad crossings, which would allow trains to pass through without sounding their sirens. Minimum requirements from the Federal Railroad Administration for a Quiet Zone include active grade-crossing devices (i.e., signals and gates) and appropriate warning signage.	Regulatory Reform	Low	Long term	\$
T. 1.4. Add crossing gates to railroad crossings at G.W. Bush Ave. and Washington Ave.	Capital Project	Medium	Short term	\$\$
T. 1.5. Assess feasibility of grade separation at rail crossings to mitigate congestion.	Plan or Study	Medium	Short term	\$
T. 1.6. Work with Larimer County to establish urban street standards for transition areas between Town and County jurisdictions.	Regulatory Reform	Medium	Mid term	\$

T. 1.7. Identify and address paving needs for roads east of I-25.	Plan or Study	Medium	Mid term	\$
T. 1.8. Adopt a Complete Streets Policy that identifies design standards that support the safety of all transportation modes on roadways.	Regulatory Reform	Medium	Mid term	\$
T. 1.9. Prioritize the construction of high priority trails and sidewalks and work to find solutions that reduce trail gaps and improve connectivity regardless of built and natural barriers, like the highway and floodplains.	Capital Project	High	Long Term	\$\$\$
T. 1.10. Require new developments and develop guidelines for road retrofits to provide in-road shoulders at key locations that support Emergency Services.	Regulatory Reform	Medium	Short term	\$
T. 1.11. Assess needs, locations, and incentives for privately run electric vehicle charging stations. Alongside this effort, leverage the I-25 designation as an Alternative Fuels Corridor to plan for the provision of EV infrastructure.	Plan or Study	Low	Mid term	\$
T. 1.12. Increase and improve trail connectivity and establish routes for travelling to everyday destinations.	Capital Project	High	Mid Term	\$\$\$
T. 1.13. Identify strategies and funding mechanisms for development of a second I-25 interchange for improved access to the Town and include design considerations for motorized and non-motorized crossings.	Plan or Study	Medium	Mid term	\$
T. 1.14. Identify strategies for improved traffic flow and safety along SH 1/CR 9 from CR 64 to CR 58.	Plan or Study	Medium	Mid term	\$
T. 1.15. Pursue federal, state, and regional grant funding opportunities as well as public-private partnerships to implement priority transportation improvements.	Plan or Study	High	Short term	\$
T. 1.16. Work with CDOT to investigate taking on additional control of SH 1 to allow the Town more autonomy.	Plan or Study	Medium	Mid term	\$
T GOAL 2. IMPROVE SAFETY AND CONNECTIVITY OF TRAILS AND SIDEWALKS TO PROVIDE ACTIVE TRANSPORTATION TO EVERYDAY DESTINATIONS, LIKE SCHOOLS, PARKS, DOWNTOWN, AND PLACES FOR WORK, WORSHIP, AND SHOPPING.				
T. 2.1. Consider developing corridor plans that identify and design bicycle and pedestrian enhancements to create greater and more direct connectivity to everyday destinations.	Plan or Study	Medium	Short term	\$
T. 2.2. Identify partnerships and resources for developing a Safe Routes to School program.	Program or Resource	Medium	Short term	\$
T. 2.3. As part of a Downtown Master Plan, further evaluate cross-section improvement options for Cleveland Ave. through Downtown.	Plan or Study	Medium	Mid term	\$
T. 2.4. Improve and extend the Downtown streetscape and pedestrian amenities along Cleveland, Harrison, and McKinley Avenues, ensuring provision of ample sidewalks, seating, and landscapes, safe crosswalks, lighting, bicycle parking and amenities, and off-street vehicle parking, among other important features.	Capital Project	Medium	Mid term	\$\$\$
T. 2.5. Identify and prioritize trail connectivity from surrounding neighborhoods to Downtown by considering off-street and on-street options for bicycle and pedestrian improvements (consider 3rd Street as a potential option).	Plan or Study	Medium	Short term	\$
T. 2.6. Identify and evaluate enhancing ADA compliance needs for ramps, crossings, and sidewalks across Town.	Plan or Study	High	Short term	\$

T. 2.7. Identify criteria to prioritize implementing ADA compliance and enhancements for key areas like Downtown, near schools, parks and recreation, health care, and grocers.	Plan or Study	High	Short term	\$
T. 2.8. Assess feasibility of implementing a sidewalk/streets fund that would prioritize and implement transportation infrastructure improvements, especially for active transportation (e.g., sidewalks, ramps, on-street bicycle lanes, etc.).	Plan or Study	High	Short term	\$
T. 2.9. Identify criteria for on-street bicycle infrastructure based on roadway classification and, based on these criteria, implement an on-street bicycle network that provides greater access to everyday destinations.	Plan or Study	High	Short term	\$
T GOAL 3. IMPROVE REGIONAL ACTIVE TRANSPORTATION CONNECTIONS.				
T. 3.1. Improve and connect active transportation networks, including trails and on-street bikeways to nearby recreational areas and to regional destinations.	Capital Project	Medium	Short term	\$\$\$
T. 3.2. Identify more regional active transportation connections and partner effectively to implement plans.	Program or Resource	Medium	Mid term	\$
T. 3.3. Continue to support privately funded transportation services for seniors and low-income residents and help identify increased transit options and locations for pick up and drop off.	Program or Resource	Medium	Ongoing	\$
T. 3.4. Collaborate with regional agencies and adjacent communities to assess the feasibility of Wellington joining the North Front Range Metropolitan Planning Organization and/or existing regional transportation services (e.g., Transfort).	Program or Resource	Medium	Mid term	\$
T. 3.5. Develop amenities for regional transit systems, including transfer centers, parking areas, and first/last mile options like shared micro-mobility (i.e., bikes, scooters).	Capital Project	Medium	Mid term	\$\$\$

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Photo Credit: Logan Simpson, 2019

APPENDIX

GLOSSARY OF TERMS

Items in red remain to be added.

ALL NEW

Activated Alleys:

Active Transportation:

Activity Center: a general term for mixed-use centers that integrate a range of uses and activities which complement and support each other. Typically, an activity center includes a predominant type of use, such as commercial or employment-related, that is then supported by a mix of one or more other uses, such as residential, civic, or institutional.

Agritourism:

Americans with Disabilities Act (ADA): the ADA recognizes and protects the civil rights of people with disabilities and is modeled after earlier landmark laws prohibiting discrimination on the basis of race and gender. The ADA covers a wide range of disability, from physical conditions affecting mobility, stamina, sight, hearing, and speech to conditions such as emotional illness and learning disorders.

American Community Survey: A demographics survey program conducted by the U.S. Census Bureau. Data is collected for 1-year and 5-year periods.

Annexation:

Attached Sidewalk:

Attainable Housing: decent, attractive, safe, and sanitary accommodation that is affordable for the full spectrum of the Town's residents. While a cost of no more than 30% of gross household income is a good rule of thumb for affordability, there will be some circumstances where higher or lower thresholds may be more applicable.

Arterial Streets: similar in role to arteries in human physiology, arterial streets are high-volume roadways that deliver motorized traffic between urban centers and connect local streets to highways. They are often classified as major or minor arterial streets depending on their capacity and particular functions.

At-Grade Street Crossing: an intersection where a roadway crosses the street at the same level or grade

Attainable/Affordable Housing: decent, attractive, safe, and sanitary accommodation that is affordable for the full spectrum of the Town's residents. While a cost of no more than 30% of gross household income is a good

rule of thumb for affordability, there will be some circumstances where higher or lower thresholds may be more applicable.

Best Practices: methods or techniques found to be the most effective and practical means in achieving an objective (such as preventing or minimizing pollution) while making the optimum use of resources.

Buffer: 1) a strip of land, fence, or border of trees, etc., between one land use and another, which may or may not have trees and shrubs planted for screening purposes, designed to set apart one use area from another. An appropriate buffer may vary depending on uses, districts, size, etc.; 2) districts established at or adjoining commercial-residential district boundaries to mitigate potential frictions between uses or characteristics of use.

Census: an official enumeration of the population, with details as to age, sex, occupation, etc.

Civic: relating to the duties or activities of people in relation to their town, city, or local area.

Collector Road: a low-to-moderate-capacity road which serves to move traffic from local streets to arterial roads.

Commercial Node:

Community Themes:

Community Vision: Developed based on community input collected throughout this planning effort, the community vision depicts what the Wellington community envisions to be in the next 20 years.

Compatible Land Use: a land use which may by virtue of the characteristics of its discernible outward effects, exist in harmony with an adjoining land use of differing character. Effects often measured to determine compatibility include, but are not limited to, noise, odor, light, and the presence of physical hazards such as combustible or explosive materials.

Comprehensive Plan

Connectivity: The degree to which roads and paths are connected and allow for direct travel between destinations.

Conservation Easements: a voluntary legal agreement between a landowner and

another entity (usually a land trust) that places restrictions on the use of a piece of property. Common examples of use restrictions include prohibiting building on the property or preventing mining on the property. That said, landowners retain many of their rights, including the right to use the land (for purposes such as agriculture) and to sell it or pass it on to their heirs.

Cost-Burdened Households: households who pay more than 30% of their income for owning or renting a home and who may experience hardship affording necessities such as food, clothing, transportation, and medical care.

Crime Prevention through Environmental Design (CPTED):

Curb Extension or Bulb-Outs: when the sidewalk extends into the parking lane to narrow the roadway and provide additional pedestrian space at key locations be it corners or mid-block)

Density: For residential areas, the number of homes per net acre of land. For non-residential areas, by floor area ratio: the number of square feet of building area per net acre of land.

Design Guidelines: written statements, explanatory material, graphic renderings and/or photographs intended to inform property owners and the public of specific examples of techniques and materials appropriate to achieve identified design goals and objectives.

Detached Sidewalk:

Downtown: The core area of Wellington that has a mix of residential, business, and civic uses.

Economic Development: Establishing new businesses and increasing the number of economic growth practices that can grow a local economy through diversification, number, or partnerships.

Economic Profile System (EPS): a tool created by Headwaters Economics to build customized socioeconomic reports of U.S. counties, states, and regions. EPS uses published statistics from federal data sources, including the U.S. Census Bureau, Bureau of Economic Analysis, and Bureau of Labor Statistics. The Bureau of Land Management and Forest Service have made significant financial and intellectual contributions to the

operation and content of EPS.

Fixed-Route: buses, vans, light rail, and other vehicles that operate on a predetermined route according to a predetermined schedule. These types of systems have printed or posted timetables and designated stops where riders are picked up and dropped off.

Floodplain/ 100-year floodplain:

Future Land Use Map (FLUM):

Gateways:

Goal: illustrate desired future ideals and are derived from the community vision and themes.

Green Infrastructure: the interconnected system of parks, open space, trails, waterways and other natural areas that connect the Town to its natural environment and which provides environmental functions and benefits like mitigating stormwater runoff.

Growth: an increase in Wellington's population and/or area. The increase may be the result of natural population growth through births exceeding deaths, in-migration, or annexation.

Growth Management Area (GMA): an area beyond Town limits that can reasonably be expected to annex as growth continues. Properties within the GMA will only become a part of the municipality at the desire of the property owner, and as these areas become adjacent to an expanding Town boundary.

Growth Rate: a measure over time of the increase or decrease in Town population compared to the Town's population at a specified date. Growth rates are usually expressed as a percentage and applied to time increments of one, five, or ten years.

Hazardous Areas: areas prone to danger due to natural or man-made features. Often a floodplain is considered a hazardous area as damage to life and property can occur in the event of a flood.

Health: a state of physical, mental, and social well-being, and not merely the absence of disease or infirmity. Health is a resource for everyday life, not the objective of living. Health is a positive concept emphasizing social and personal resources, as well as physical capacities.

Human Scale: elements of the physical environment and design that match and compliment the size, scale, and speed of an individual operating as a pedestrian, and that encourage activity and interactions at an interpersonal level.

Infill Development: The development or redevelopment of vacant, abandoned, or under-utilized properties within developed areas of the Town, and where water, sewer, streets, and fire protection have already been developed and are provided. Infill is located within land subdivided for at least 35 years.

Infrastructure:

Intensities (of Land Uses): refers to the extent to which a land parcel is developed in conformity with zoning ordinances, typically measured by the floor area ratios (FAR) to indicate the gross floor area divided by the lot area).

Intergovernmental Agreement (IGA): any agreement that involves or is made between two or more governments in cooperation to solve problems of mutual concern.

Functional Classification of a Street:

Land Use: Characteristic of the typical development or activity that occurs on the land.

Leapfrogging Development: when developers skip over land to obtain cheaper land further away from cities, thus, leaving huge areas empty between the city and the new development.

Local roads:

Major Collectors:

Minor Collectors:

Median Household Income: the income cut-off where half of the households earn more, and half earn less.

Micromobility:

Mitigate/Mitigation: measures required or taken to avoid, minimize, compensate for, or offset definable negative impacts of development on the environment, public facilities and services, or other issues of community concern defined by ordinance.

Mixed-Use Development: development that integrates two or more distinct land uses, such as residential, commercial, and office, with a strong pedestrian orientation.

Mobility: methods of getting from point of origin to point of destination. Monitoring: observe and check the progress or quality of

(something) over a period of time; keep under systematic review

Motorized and Non-motorized Travel:

Multi-Jurisdictional: a group of cities, counties, or a combination of both.

Multi-Modal Transportation: a street or path that supports more than one type of transportation including walking, bicycling, busing, driving, or others.

Net Density: the number of units (expressed in dwelling units DU/ acre) after required infrastructure and critical areas are deducted from the gross area.

Pandemic: An outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population.

Pedestrian-only: An area (usually a plaza or closed street or campus) that allows only walking and does not allow car or bus traffic.

Platted: Geographic boundaries that divide land into parcels.

Primary Job: the highest paying jobs for an individual worker, this includes one job per worker and may be in the public or private sector.

Public Utilities: an organization supplying the community with electricity, gas, water, Internet, or sewerage.

Purposeful Growth: thoughtful and well-planned increases in density and intensity that honor and protect our town character and values. Purposeful growth ensures that our Town's footprint is contained, preserves valuable surrounding farmland and open space, promotes efficiencies in infrastructure provision and maintenance, offers adequate facilities, and advances a thriving economy that makes the town self-sufficient.

Quality of Life: in planning terms, quality of life means the attributes or amenities that combine to make an area a good place to live. Examples include the availability of political, educational, and social support systems; good relations among constituent groups; a healthy physical environment; and economic opportunities for both individuals and businesses.

Resilient/ Resilience: The ability to change, adapt, or prepare for change that allows a return to normal to happen more quickly.

Retrofitted (homes or roads):

Sprawl: 1) Unplanned development of open land. 2) Urban form that connotatively depicts the movement of people from the center of town to the suburbs. Concerns associated with sprawl include loss of farmland and open space due to low-density land development, increased public service costs, and environmental degradation as well as other concerns associated with transportation.

Stakeholders: a person or group who has a vested interest in the project.

Stormwater: the flow of water which results from precipitation and which occurs immediately following rainfall or a snowmelt.

Strategy: outlines a course of action to guide decision-making to achieve the goals.

Streetscape: the overall appearance of a street and the features related to both it and the directly associated public realm, including medians, street trees and other landscaping, street-facing building treatments, entry features, walls, fences, amenities including street furniture and public art, and associated facilities such as street lights, utilities, signage, sidewalks, and trails.

Street Crossing Treatment:

Subdivision:

Tax Increment Financing (TIF): a method of supporting development or redevelopment within a special area with tax revenues used to pay for public improvements.

Three-mile Community of Influence Area: or simply the 3-mile area, corresponds to legal requirements that apply to municipalities. To lawfully annex land, State statute requires, among other things, that a municipality have a plan in place for areas they want to annex (within 3 miles of town boundaries) indicating how they will provide service in the newly annexed areas, and how they will sustain adequate levels of service throughout the rest of the municipality.

Town Character: For Wellington this means, a town character refers to a town shaped by local businesses, supportive infrastructure, a reasonable cost of living, family-friendly amenities, basic services, a vibrant Downtown, outdoor recreation opportunities, and retention of its agricultural heritage.

Transfer of Development Rights (TDR): is a voluntary, incentive based program that allows landowners to sell development rights from their land to a developer or other interested party who then can use these rights to increase the density of development at another designated location. While the seller of development rights still owns the land and can continue using it, a conservation easement is placed on the property that prevents further development. A TDR program protects land resources at the same time providing additional income to both the landowner and the holder of the development rights.

Transitional (Zoning): is a designation given to land uses that are anticipated to change from one use to another, e.g., from residential to commercial, at the time of a development reviews —upon a land owner's request.

Underutilized Lots:

Unincorporated County: Area within a County that is not within Town boundaries.

Universal Design: design of the built environment that promotes access, to the greatest extent feasible, for all people regardless of age, size, ability, or disability.

Vacant Lots:

Walkable/Walkability: a physical design and environment with availability of safe, accessible, connected and inviting facilities that encourage and result in more pedestrian activity for a variety of purposes.

Zoning:



Board of Trustees Meeting

Date: June 22, 2021
Submitted By: Krystal Eucker, Town Clerk
Subject: Minutes of the May 18, 2021 Special Meeting and of the June 8, 2021 Regular Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 05.18.21 BOT Draft Minutes
2. 06.08.21 BOT Draft Minutes



BOARD OF TRUSTEES

May 18, 2021

6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Special Meeting Minutes

A. CALL TO ORDER

Mayor Hamman called the meeting to order at 6:30 p.m.

1. Roll Call

Mayor Troy Hamman
Mayor Pro Tem Wyatt Knutson
Trustee Jon Gaiter
Trustee John Jerome
Trustee Rebekka Kinney
Trustee Ashley Macdonald
Trustee Tim Whitehouse

Also Present:

Patti Garcia, Town Administrator
Kelly Houghteling, Deputy Town Administrator
Dan Sapienza, March & Olive, LLC, Town Attorney
Krystal Eucker, Town Clerk

B. LIQUOR LICENSE AUTHORITY

Roll Call

Mayor Troy Hamman
Mayor Pro Tem Wyatt Knutson
Trustee Jon Gaiter
Trustee John Jerome
Trustee Rebekka Kinney
Trustee Ashley Macdonald
Trustee Tim Whitehouse

1. Sales Room Application - Old Colorado Brewing Company

Ms. Eucker informed the Board that Old Colorado Brewing Company has submitted an application for a sales room at 3700 W. Cleveland Avenue in Wellington. The sales room will provide on-premises consumption as well as off-premise sales. The applicant has provided a control plan that includes a physical barrier of the outside seating area to ensure customers do not leave the premise with an open container along with signs displaying "NO ALCOHOL BEYOND THIS POINT." The physical barrier will be a combination of a food truck, flower planters, fabricated posts, and decorative chain. The applicant has provided documentation for use of the premise through a lease

agreement.

Old Colorado Brewing Company retains a Wholesale Beer license through the State of Colorado and that license allows for the operation of a sales room. The State Licensing Authority will make the final determination on this application and issue the permit; however, the Local Licensing Authority may submit to the state an approval or disapproval. The local authority should approve unless it determines that issuance of the permit would “impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.”

Tara Neckel with Old Colorado Brewing informed the Board that they will be subletting a space at 3700 W. Cleveland along with a BBQ establishment. Ms. Neckel will have a small bar to serve beer and also provide to go sales of beer.

Mr. Sapienza stated this is a sales room which is a special licensing that is done by the State, there is not a public hearing that is required. The Trustees are providing a recommendation to the State on if they should or should not approve the application.

Trustee Jerome moved to approve the sales room application for Old Colorado Brewing Company; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman

Nays – None

Motion carried.

Mayor Hamma closed the Liquor License Authority Board at 6:35 p.m.

C. ADJOURN

Upon a motion duly made, the meeting was adjourned at 6:35 p.m.

Krystal Eucker, Town Clerk



BOARD OF TRUSTEES

June 8, 2021

6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

MINUTES

A. CALL TO ORDER

Mayor Hamman called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance

Mayor Hamman asked that all rise for the pledge of allegiance.

2. Roll Call

Mayor Troy Hamman

Mayor Pro Tem Wyatt Knutson

Trustee Jon Gaiter

Trustee John Jerome

Trustee Rebekka Kinney

Trustee Ashley Macdonald

Trustee Tim Whitehouse

Also Present:

Patti Garcia, Town Administrator

Kelly Houghteling, Deputy Town Administrator

Dan Sapienza, March & Olive, LLC, Town Attorney

Judi Tippetts, Finance Director

Mike Rairdon,

Cody Bird, Director of Planning

Mike Flores,

Dave Myer,

Mahalia Henschel, Communications Specialist

Krystal Eucker, Town Clerk

3. Amendments to Agenda

Mayor Hamman asked if there were any amendments to the agenda to which there was none.

4. Conflict of Interest

Mayor Hamman asked if there were any conflicts of interest to which there was none.

B. COMMUNITY PARTICIPATION

1. Public Comment

Sharon Leeper, 3802 Harrison, Wellington, CO addressed the Trustees about the high density and commercialization of the neighborhood she lives in and that she is adamantly opposed to that change. Ms. Leeper would like to see those items removed from the comprehensive plan as that is the original part of Wellington. Ms. Leeper's family has also lived in the community for a very long

time. Ms. Leeper was curious about the cost of the Plan and if that is influencing the decisions on the plan.

Mayor Hamman informed Ms. Leeper that there will be a public hearing before the Planning Commission on July 12, 2021, at the Leeper Center.

Larry Casper, 3802 Harrison, Wellington, CO addressed the Trustees and inquired about the urge to spend money that the Town does not have. The Town has paid a company money to come up with a plan that no one seems to want.

Trustee Gaiter commented that all the information regarding the cost of the comprehensive plan is included in the budget that is on the Town's website.

2. Presentation

Sanitary Sewer Collection System Master Plan

Mr. Myer informed the Board that Jacobs Engineering has been working on a master plan for the sewer collection system as well as the wastewater treatment plant since late 2020. Jacobs has been working close with town staff throughout the process. The wastewater portion of the master plan was presented to the Board on September 15, 2020, and that final report was delivered in December of 2020. The focus this evening is on Wellington's sanitary sewer collection system which is the sewer pipes throughout the town that deliver the wastewater to the plant. The project involved flow monitoring throughout the system and that information was vital. The draft of the collection system master plan was recently reviewed by town staff and feedback has been provided to Jacobs. Jacobs is now working on incorporating those comments into the final report that will be delivered in approximately a month. The presentation this evening will summarize Jacobs' findings and recommendations.

Richard Saxton with Jacobs informed the Board that he will give high level overview of the key findings of the collection system. During the collection system master plan, flow monitoring data and rainfall data were collected to see if the flows increase during a rain event. A computer model is put together with the main collection system and that is reviewed to see how the flows are behaving with the current system and then validate that computer model. Then the ultimate buildout is used to see what size sewer is needed and then backed down to a 20-year projection that ties into the 20-year utility plan.

Collection System Master Plan Goals

- Use growth pattern and population projections from draft Comprehensive Plan
- Identify significant Existing capacity constraints
- Determine capacities and approximate locations for future interceptors to convey Buildout flows (population ~35,500)
- In light of Buildout infrastructure needs, how much growth could be accommodated by Year 2040 (population ~25,000) while:
 - minimizing impacts on existing collection system
 - minimizing investments in new infrastructure?

Hydraulic Model (Validated using flow meter data)

- Focused on interceptors
 - 8-inch to 30-inch pipe diameters
 - approximately 300 pipes & manholes
- Sewer and manhole data from GIS

- Flow metering by Hach
 - 2020 data, 7 locations
- Includes existing View Pointe Lift Station
- Uses InfoSWMM software
- Future flows are based on worst-case conditions:
 - Peak hour flows on worst day of week
 - Clean-in-place wash of Nanofiltration Plant included

Existing Collection System

- No current capacity concerns in the existing interceptors based on depth of flow
- View Pointe Lift Station
 - Unsafe conditions
 - Needs improvements within the next few years
 - Not practical to eliminate lift station

There is very insignificant influence on the sewer system when it rains. The infiltration/inflow is very minimal.

Buildout Recommendations

- West Interceptor
- South Interceptor, West
- South Interceptor, East
- North Interceptor
- East Interceptor
- South Interceptor Lift Station(s)
- Potential Existing System Upgrades

Buildout Recommendations

- Oversizing policy
- Sage Meadows – existing 30-inch pipe appears to be sufficient for Buildout flows for West Interceptor
- New PSD high school – existing 10-inch pipe is not sufficient for Buildout flows, will require parallel pipe or upsizing
- Existing pipe just west of I-25 along 5th St, south of Jefferson Ave: may need to be upsized from 12-inch to 15-inch as population approaches 25,000 (by approximately 2040)
 - Avoid running Nanofiltration Plant at peak flows to reduce potential problems
 - Monitor periodically to assess flow depths

2040 Growth Distribution

- Minimizes improvements needed prior to 2040 aside from connecting new developments to existing system
- Avoids railroad and highway crossings
- Existing System – 100% of buildout flows by 2040
- South – 90% of buildout flows by 2040
- East – 80% of buildout flows by 2040
- North – 60% of buildout flows by 2040
- West – 35% of buildout flows by 2040

2040 Recommendations

- Main collection system backbone can accommodate growth through approximately 2040
- View Pointe Lift Station will need improvements sooner
- Build new interceptors to serve new areas as development occurs
- Some temporary connections to the existing system will be needed
- Will need to augment existing system by about 2040 with new interceptors to WWTP
- Avoid running Nanofiltration Plant during peak flows to reduce impact to existing pipes south of downtown

Trustee Whitehouse inquired about upsizing the sewer pipe for the school because it runs under the playing field, and they did not want to have to dig that up in the future; is there a reason that did not occur.

Mr. Myer stated he is unsure although will look into that and provide an answer to the Trustees.

Trustee Whitehouse inquired as to when peak hour flows are.

Mr. Saxton stated there is a pretty good trend on Sundays as those were significantly higher on average.

Mayor Hamman inquired as to how long it takes the flow from Buffalo Creek to get to the wastewater treatment plant.

Mr. Saxton stated he does not have an answer to that but does not believe it takes long and guessed it is less than an hour.

Trustee Gaiter inquired about the numbers for the wastewater expansion and if those numbers took into consideration some of the items being presented this evening.

Mr. Myer stated those items were included in the financial plan; there were some placeholders for lift station improvements and periodic upgrades to the system.

Trustee Macdonald inquired about some of the projects in the capitol improvement budget and if those were in alignment with the long-range plan that is being presented this evening.

Mr. Saxton stated the master plan includes high level estimates.

Mr. Myer stated the information being received from this master plan will make its way into the financial plan that will be developed for the system.

Trustee Macdonald inquired about the wastewater collection improvements and oversizing and if that is incorporated into the master plan that is presented this evening.

Mr. Myer stated he believed that answer is no as when that budget was prepared, there were assumptions on what the collection system would be needing so that is how those numbers were generated. The 2022 budget will require some modification based on the presentation.

Mr. Bird stated that line item for oversizing was paybacks on existing developments that are already under construction.

C. CONSENT AGENDA

1. Minutes of the May 11, 2021 and May 25, 2021 Board of Trustees meetings

Trustee Gaiter moved to approve the consent calendar; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Gaiter, Jerome, Kinney, Macdonald, Whitehouse, Knutson, Hamman

Nays – None

Motion carried.

D. ACTION ITEMS

1. Review of Emergency Declaration - Resolution 13-2020

Ms. Garcia informed the Board that the initial Emergency Declaration Resolution was adopted on March 24, 2020, and there was an extension approved on April 28, 2020. The number of COVID cases is decreasing. The County and the State are reducing their restrictions.

There are a couple options for the Board, and one is to leave the Emergency Declaration in place as it sits as there are no requirements regarding masks or social distancing. It is simply stating there is an emergency declaration. The State has continued with their emergency declaration and most other municipalities are keeping their emergency declaration in place as it is unknown what will come of the federal funding. A lot of times when there are grant funds available related to an emergency, one of the first questions is if the municipality is under an emergency declaration.

Another option is to leave it in place with direction from the Town Administrator to bring a resolution of revocation once the State revokes their emergency declaration. Once the State revokes theirs, it is pretty much done.

The third option is to revoke the emergency declaration this evening and there is a resolution doing so in the packet.

Trustee Jerome confirmed that the current emergency declaration has no specifics on how the Town operates under the emergency declaration so there are no mandates for any closings, or anything else; if the Board chooses to do nothing, then nothing changes.

Ms. Garcia stated that is correct.

Trustee Gaiter inquired if it was asked when the Town received prior funding if the Town was in a state of emergency.

Ms. Houghteling stated she believed it was when working with the County's allocation of funds from the State.

Trustee Kinney commented that it is unknown as to the process for funding in the future and the process for the Town receiving those funds has not been designated yet. There are a lot of programs, and it has been requested of staff to seek out those opportunities for infrastructure projects. Without knowing the requirements but knowing they are associated with that emergency; it is prudent that the Town maintains the same emergency declaration as the State. If the Town would exclude itself from any opportunity, it would be the Board failing the citizens of Wellington. Since it does not change the Town's operating process, there seems to be no reason to revoke the declaration.

Trustee Gaiter commented that he understands the need for funding although his concern is that a state of emergency should actually denote an emergency; if it is simply a state of needing funding then Trustee Gaiter would like to work towards having a different state. The Town is not staying in a state of emergency because there is an emergency but staying in a state of emergency because there might potentially be funds available.

Mayor Hamman opened the meeting for public comment.

Sandra Joanis, 7451 Starkweather Drive, Wellington, CO commented that she is confused about the

funds.

Trustee Gaiter commented that the federal government has designated funds, but they are still figuring out what those funds will look like. The concern is that there could be a requirement on them that you must be under a state of emergency due to COVID-19. There could be roughly \$2.6 million coming to Wellington. If the state of emergency ends, that may jeopardize those funds.

Trustee Macdonald commented that experiencing a hardship due to COVID-19 and that is an important element with the funding. It is not just being under a state of emergency, but it is also the hardship that is caused by being under a state of emergency. For instance, the hardship on the wastewater treatment facility from everyone being home instead of using restrooms at work or out shopping. There are long-term impacts from COVID-19 that the government is considering funding for and the terms for acquiring that funding is still unknown.

Trustee Kinney commented that the Town has received funds and the majority of the funds did go back to the pockets of the residents by the way of recovery funds for small businesses and utility assistance.

Trustee Whitehouse commented that \$4.00 out of every \$5.00 went back into the community.

Ms. Garcia stated if the Trustees do not want to end the emergency declaration, they do not need to do anything further.

Mr. Sapienza stated if the Trustees take no action today, the emergency declaration will continue. If the Trustees make a motion to continue the declaration, there are some unnecessary hurdles for staff.

Mr. Garcia stated there was \$349,000 for business relief grants and signage, \$90,000 for residential utility grants, provided support for town staff to work from home since they could not work in the office, chemicals and storage for public works, audio/visual equipment for virtual meetings, COVID testing and personal protective equipment for a total of \$552,000.

E. REPORTS

1. Town Attorney

Mr. Sapienza had no report.

2. Town Administrator

Ms. Garcia stated the Poudre School District is inviting the Trustees on a tour of the new facilities so that will be set up.

3. Staff Communications

a. Report of Bills - May 2021

4. Board

Trustee Macdonald inquired if the Board is supportive of encouraging staff in putting our RFP's for things like road closure services, fireworks, or other contracting for special events in 2022.

Trustee Gaiter inquired if there will be any budget amendments for that.

Ms. Garcia stated it would be in the 2022 budget.

Trustee Gaiter inquired if the CAC would need to be notified that this is something the Board would like them to do.

Trustee Macdonald stated staff would complete the RFP process, but staff would

need to know potentially how many events the CAC is planning for 2022.

Trustee Whitehouse commented that the crosswalk flashing signs are up at the elementary school, middle school and that was through the efforts of the Public Works Department and thanked all that work on finding a solution.

Trustee Kinney commented that there are now events in the park again and was able to get out last weekend and see others from the community and thanked the groups that are putting on those events.

Trustee Kinney is also serving on a committee to collaborate to serve businesses better. The current parties in that group are the Chamber, Wellington Main Streets and Larimer County. As more information comes out, it will be shared.

Trustee Gaiter commented about public engagement and is excited with the direction that is going. Also, the CAC is wanting to get the Board's support to have Trustees available in shifts during the 4th of July event to engage with residents a little more.

Trustee Macdonald suggested teams of two in shifts and the Trustees were in favor of the idea.

Trustee Gaiter inquired about the Board of Adjustments and items being pushed due to lack of a quorum; Board of Adjustment alternates Jerome and Knutson were out of town.

Mayor Hamman urged the public to review the comprehensive plan and attend the public hearings.

F. ADJOURN

Upon a motion duly made, the meeting was adjourned at 7:35 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: June 22, 2021
Submitted By: Dave Myer, Engineer, Bob Gowing, Public Works Director, Mike Flores
Subject: Wastewater Treatment Plant Expansion: CMAR Contract Agreement for Phase 1 Preconstruction Services

- **Presentation: Dave Myer, Engineer**

EXECUTIVE SUMMARY

This agenda action item is to request Board approval for execution of a contract with Moltz Construction for Construction Manager at Risk (CMAR) Phase 1 Preconstruction Services for the expansion to Wellington's Wastewater Treatment Plant.

BACKGROUND / DISCUSSION

The need to expand Wellington's Wastewater Treatment Plant (WWTP) was discussed at previous Town Board meetings where the expansion is primarily capacity and regulatory-driven. Jacobs was selected as the engineer, and design was initiated in December 2020. For construction, staff selected Construction Manager at Risk (CMAR) as the preferred project delivery option which was accepted by the Board at its December 8, 2020 meeting. The CMAR is a delivery method which involves a commitment by the Contractor to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP.

Staff advertised a Request for Proposals (RFP) for a CMAR Contractor on November 20, and five proposals were received on December 23. Site visits, discussions, and interviews were conducted, and in early February 2021, the selection committee unanimously selected Moltz Construction (Windsor). Shortly after, the Moltz team joined the weekly design meetings with Jacobs and Town staff. This brought the Contractor on board at the ideal time when the design was approaching 30 percent. During the meetings, Moltz has been providing valuable input in design considerations from costs, schedule, and constructability perspectives. Moltz submitted its 30 percent cost estimate on May 28, 2021 along with a list of 48 potential value engineering (VE) items to achieve cost savings. The 30 percent cost estimate was presented to the Board during its July 15 work session.

After discussions with the Jacobs engineering team, it was decided that the CMAR contract should be based on 2013 Engineers Joint Contract Documents Committee (EJCDC) template to remain consistent with the specifications and other project documents that Jacobs will be preparing. EJCDC is a coalition of stakeholders in the project delivery process who develop and endorse standard contract documents for engineering design and construction projects. Contract negotiations were then initiated with Moltz in April based on these templates.

Several meetings were held between Moltz and Town staff to discuss aspects of the contract. Eventually, draft documents were prepared which were reviewed by the Town Attorney in early May. After internal meetings between staff and the attorney, final terms were discussed with Moltz in early June and ultimately agreed upon by all parties. Those final contract documents are attached that consist of the following:

EJCDC C-700 Standard General Conditions of the Construction Contract



For use between the owner and the contractor, the document details the contractor's basic duties and responsibilities, including bonds and insurance; progress and final payments; substantial completion; status of the engineer during construction; owner's responsibilities; subsurface and hidden site conditions; changes in the work, contract price, or contract time; contractor warranties and guarantees; correction or rejection of defective work; work suspension or termination; and dispute resolution.

EJCDC C-525 Agreement

Sets basic terms between the owner and the contractor. Details contractor's basic duties and responsibilities, including bonds and insurance; progress and final payments; substantial completion; status of the engineer during construction; owner's responsibilities; subsurface and hidden site conditions; changes in the work, contract price, or contract time; contractor warranties and guarantees; correction or rejection of defective work; work suspension or termination; and dispute resolution. The C-525 applies to agreements between owners and contractors based on the cost of work plus a fee, with a guaranteed maximum price.

Attachment A to C-700

Modifies certain terms of the General Conditions that needed to be defined at this time of the preconstruction services specific to this project.

These documents, particularly the Agreement, are intended to be executed to secure Phase 1 Preconstruction Services with Moltz for a not-to-exceed cost of \$127,204.00. Preconstruction services primarily entail Moltz's collaboration with Wellington and Jacobs during the design in terms of constructability review and cost implications, development of three detailed cost estimates (30, 60, and 90 percent), assist with long-lead equipment purchases, and negotiate with Wellington to enter into an Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for Phase 2 Construction Services.

Portions of this Agreement also preliminarily define aspects of Phase 2 Construction services which will be further modified, negotiated, and agreed upon as part of the GMP negotiation. As the design approaches 90 percent, in conjunction with Jacobs, Supplemental Conditions will be developed to further modify the General Conditions and define more terms of the Phase 2 Construction Services with Moltz that will become part of the GMP along with the entire set of design plans and specifications.

Funding for this project is included the budget "WWTP Expansion Design" (GL No. 211-80-4061).

STAFF RECOMMENDATION

Authorize execution of contract with Moltz Construction, Inc. in the not-to-exceed amount of \$127,204.00 on a time and material basis for Phase 1 Preconstruction Services on the Wastewater Treatment Plant Expansion.

ATTACHMENTS

1. C-700 General Conditions 2013 Moltz Wellington
2. C-525 Agreement Cost Plus 2013 Moltz Wellington
3. Attachment A to C-700 Moltz Wellington

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C.

- §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Engineer*—The individual or entity named as such in the Agreement.
 21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
 23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
 25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
 26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
 27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
 29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
 30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
 31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing

- the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
 33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
 34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
 35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
 36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
 37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
 38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
 42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
 43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made

available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect

or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of

insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph

2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic

media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference

standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract

Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under

the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude

Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 - E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
 - F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
 - G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions

with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner

and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will

be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing

Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
 - C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to

which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and

hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by

an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and

endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other

party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO

commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage
- afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability

policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial

Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or

not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance,

- strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may

request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- 7.06 *Concerning Subcontractors, Suppliers, and Others*
- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed

acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of

Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual

knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of

utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of

such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and

replacement of their property or work in progress.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. Shop Drawing and Sample Submittal Requirements:

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques,

sequences, and procedures of construction, and safety precautions and programs incident thereto.

- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. Shop Drawings:

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. Samples:

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which

intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the

requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to

Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered

into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees,

agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract

Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other

work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such

equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order

also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

- 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

- 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor

believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee

plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be

submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such

agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case

the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that

Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of

Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:* Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 14 – TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK**

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable

times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval

prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to

defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose,

or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other

provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation

by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 - 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 - 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a

permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that

part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. Application for Payment:
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
 - 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;

- c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. Engineer's Review of Application and Acceptance:
 - 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are

necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the

Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and

warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such

amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

- 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or

termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (COST-PLUS)**

Prepared by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (COST-PLUS)**

THIS AGREEMENT is by and between **Town of Wellington, Colorado, a Colorado Statutory Town** ("Owner") and **Moltz Construction, Inc., a Colorado Corporation** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Phase 1 – Preconstruction Services:

- A. The CM/GC agrees to provide all of the Phase 1 – Preconstruction Services described in the Preconstruction Phase Services Scope. Commencement of the Construction Phase shall not occur until Phase 1 – Preconstruction Services is complete.
- B. CM/CG shall perform Phase 1 – Preconstruction Services for the Town of Wellington Wastewater Treatment Plant (WWTP) Expansion including, but not limited the following:
 - 1. Collaborate with the Owner and Engineer to develop the project (although nothing here shall be construed as the Contractor having the duties of design).
 - 2. Identify and mitigate risk through analysis and assessment.
 - 3. Develop a maximum of three (3) Detailed cost estimates. One of these may be the detailed cost estimate which is the basis for the Guaranteed Maximum Price for Phase 2 – Construction Services.
 - 4. Perform constructability review services with Engineer.
 - 5. Develop a list of long lead equipment and associated schedule.
 - 6. Provide Owner with a Guaranteed Maximum Price for Phase 2 – Construction Services.
 - 7. Negotiate with Owner and enter into an Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Phase 2 – Construction Services.
- C. The Owner shall compensate the Contractor for its services during the Preconstruction Services Phase according to Section 6.01, below.
- D. Within twenty-eight (28) days of the Engineer's issuance of the ninety percent (90%) design level Drawings and Specifications, the Contractor will submit to the Owner its Final Guaranteed Maximum Price (GMP) for the Work based on the updated Drawings and Specifications.
- E. If, within five (5) weeks of the Contract's submittal of the Final GMP, the Owner and Contractor do not agree on the Final GMP and the then-current Drawings and Specifications, the Owner may, in its sole discretion, terminate this Agreement. In that event, The Contractor shall prepare an invoice for any outstanding services performed during the Preconstruction Services Phase and submit to the Owner within a reasonable time. The Owner shall make payment to the Contractor according to Article 5 and Section 6.01, below.

- F. If, within five (5) weeks of the Contractor's submittal of the Final GMP, the Owner and Contractor agree on the Final GMP and the then-current Drawings and Specifications, the Owner and Contractor will execute a Change order, incorporating the Final GMP into this Agreement, concluding the Contractor's Preconstruction Services Phase. In that event, the Contractor shall include any outstanding charges for services performed during the Preconstruction Services Phase in a final Application for Payment for the Preconstruction Phase Services, payable as cost of work under Section 6.01, below.

1.02 *Phase 2 – Construction Services:*

- A. Upon execution of the Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Construction Services, the CM/GC shall complete the Construction Phase as provided in the Contract Documents, including without limitation, providing and paying for all materials, tools, equipment, labor, and services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract Documents, in order to furnish to Owner a complete, fully functioning facility, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract. The Construction Phase shall include Construction Management (CM) performed during the Preconstruction and Construction Phase.
- B. The General Requirements shall be the Division 1 Specifications which follow the Supplementary Conditions (SC's). Upon execution of the GMP Amendment, the CM/GC shall complete all Work as specified in the final Contract Documents and as described below.
- C. The General Conditions for the Project shall be the Standard General Conditions of the Construction Contract (GC's), as amended by the Supplementary Conditions (SC's), which follow hereafter this Preconstruction Phase and Construction Phase Services Agreement. The final Contract Documents for the Project shall include the foregoing, plus the Specifications, the Drawings, and the Design Details, all of which will be provided as part of the final Construction Contract Documents.
- D. CM/GC shall perform Construction Phase Services for the Project, including, but not limited to the following:
 - 1. Collaborate with Owner and Engineer to execute the Project.
 - 2. Complete all Work as specified or indicated in the Contract Documents.
 - 3. Develop and update Project Schedules throughout the Construction Phase.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work is for all services incidental to the construction management and administration of the expansion to the Wellington Wastewater Treatment Plant. The Contractor will be responsible to provide construction means, methods, sequencing, scheduling, preparation of submittals, subcontractor and construction coordination, and selection of subcontractors to perform the work. This construction project will be funded through the State Revolving fund (SRF), and all corresponding required specifications as issued by the State shall become part of the final GMP contract.

ARTICLE 3 – ENGINEER

- 3.01 Before commencement of Phase 2 Construction Services, the Project is to be designed by the Engineer whom the Owner has retained.
- 3.02 The Owner has retained **Jacobs Engineering** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work related to Phase 2 – Construction Services will be substantially complete within a certain number of days after the Notice to Proceed is delivered to Contractor. The certain number of days are to be defined by the Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Construction Services, after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within a certain number of days, which are to be defined by the Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Construction Services, after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, as specified in Paragraph 4.02.A above, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. Phase 1 – Preconstruction Services is one hundred twenty-seven thousand two hundred four (\$127,204.00), subject to additions and deletions as provided in the Contract.
 - B. For all Work other than Phase 1 – Preconstruction Services, the Cost of the Work plus a Contractor's fee for overhead and profit, both of which shall be determined as provided in Articles 6 and 7 below, subject to additions and deletions as provided in the Contract Documents and subject to the limitations set forth in Article 8 below.

ARTICLE 6 – COST OF THE WORK

- 6.01 Cost of the Work for Phase 1 – Preconstruction Services is one hundred twenty-seven thousand two hundred four (\$127,204.00), subject to additions and deletions as provided in the Contract and subject to the limitations set forth in Article 8 below.
- 6.02 Cost of the Work for Phase 2 – Construction Services will be determined by the Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Construction Services and will be determined as provided in Paragraph 13.01 of the General Conditions, as duly modified.

ARTICLE 7 – CONTRACTOR'S FEE

- 7.01 Contractor's fee shall be determined as follows:
- A. For Phase 1 – Preconstruction Services, fee is included in the cost of work of one hundred twenty-seven thousand two hundred four (\$127,204.00), subject to additions and deletions as provided in the Contract and subject to the limitations set forth in Article 8 below.
 - B. For Phase 2 – Construction Services, a fee of 6.5 percent of the Cost of the Work. Cost of work will include payroll costs, material and equipment costs, amounts paid to subcontractors and special consultants, and supplemental costs, and other costs as described in Paragraph 13.01.B.1 of the General Conditions. Cost of work will include a 35% burden rate on labor and payroll. Cost of work will also include a 1% Bonds and Insurance rate on cost of work, including labor burden, and fee. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.
 - 1. No fee will be payable on the basis of costs itemized in Paragraph 13.01.C of the General Conditions.

ARTICLE 8 – GUARANTEED MAXIMUM PRICE

- 8.01 Contractor guarantees that the maximum amount payable by Owner for the Phase 2 – Construction Services under Article 1 Section 1.02 (Guaranteed Maximum Price, or GMP) for the sum of the Cost of the Work under Article 6 plus Contractor's fee under Article 7 will not exceed a certain amount, which is to be defined by the Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Construction Services, subject to increases or

decreases for changes in the Work. The Guaranteed Maximum Price (GMP) shall be developed as part of, and at the conclusion of Phase 1 – Preconstruction Services. GMP will include contingencies for Owner, Contractor, and Warranty, each to be defined during Phase 1 – Preconstruction Services.

8.02 *Allocation of Savings*

- A. If the final Contract Price, as duly adjusted during the term of the Contract, is less than the Guaranteed Maximum Price, as duly adjusted, and Substantial Completion date and Completion of Remaining Work date are timely met, then Owner shall pay Contractor a bonus as follows:
 - 1. 10 percent of the difference of the Guaranteed Maximum Price, reduced by Owner and Warranty Contingencies and the final Contract Price.
 - 2. Any allocation of savings shall be reduced by any and all fines or penalties imposed by the State of Colorado or any other governmental agency which would not have otherwise been imposed but for the failure of the Contractor to meet the Substantial Completion date and Completion of Remaining Work date, if such failure to meet dates was under the control of the Contractor as defined by General Conditions.
- B. Such payment will become due at within 60 days of Final Completion.

ARTICLE 9 – CHANGES IN THE CONTRACT PRICE

- 9.01 The amount of any increases or decreases in Contractor's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
 - A. If Contractor's fee is a percentage fee, Contractor's fee will adjust automatically as the Cost of the Work changes, subject to any Guaranteed Maximum Fee and Guaranteed Maximum Price.
 - B. Wherever there is a Guaranteed Maximum Price or Guaranteed Maximum Fee:
 - 1. In the case of net additions in the Work, the amounts of any increase in either Guaranteed Maximum (Price or Fee) shall be proportional to the increase in Contract Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Contractor, Subcontractors, or Suppliers.
 - 2. In the case of net deletions in the Work, the amount of any decrease in either Guaranteed Maximum (Price or Fee) shall be proportional to the decrease in Contract Price for such deletions to the Work.

ARTICLE 10 – PAYMENT PROCEDURES

10.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

10.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 10th

day of each month during construction as provided in Paragraphs 10.02.A.1 and 10.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. *For Cost of the Work and Fee:* Progress payments on account of the Cost of the Work and Fee will be made:
 - a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95 percent Cost of Work completed (with the balance being retainage).
 - 2) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

10.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 11 – INTEREST

- A. All amounts not paid when due shall bear interest at the rate of as defined by the Prime Rate as published by the Wall Street Journal (WSJ) per annum. Said interest will only be due after Contractor provides Owner or Owners Representatives or Owners Engineers ten days written notice of non-payment. Written notice of non-payment may be provided after billing has been received by Owner or Owners Representatives or Owner's Engineers.

ARTICLE 12 – CONTRACTOR'S REPRESENTATIONS

- 12.01 In order to induce Owner to enter into this Contract and the following *Amendment to the Contract to establish the Guaranteed Maximum Price (GMP) for the Construction Services*, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor,; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 13 – ACCOUNTING RECORDS

- 13.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 14 – CONTRACT DOCUMENTS

14.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).

2. General Conditions (pages 1 to 52, inclusive), as modified by Attachment A.
3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Proposal submitted December 23, 2020.
4. The following which may be delivered or issued on or after the Effective Date of the Contract or attached to the following amendment to the Contract to establish the Guaranteed Maximum Price for the Construction Services and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Performance bond.
 - f. Payment bond.
 - g. Supplementary Conditions.
 - h. Specifications as listed in the table of contents of the Project Manual.
 - i. Drawings as listed in the table of contents of the Project Manual.
 - j. Other contract amendments as mutually agreed upon by Contractor and Owner.
 - k. Colorado State Revolving Fund Required Specifications, as related to this project, to be provided by Owner.
- B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 14.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 15 – MISCELLANEOUS

15.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

15.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

15.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 15.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract Document execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that neither it nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency. If the Contractor cannot certify this statement, a written explanation for review by the Town shall be provided.
- C. Contractor certifies that it shall comply with the provisions of Colorado Revised Statutes (C.R.S.), Section 8-17.5-101, et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract 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 contract. The Contractor represents, warrants, and agrees that it has verified that it does not employ any illegal aliens, through participation in the E-Verify Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or has attempted such verification in said program in good faith as outlined under C.R.S., Section 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. Section 8-17.5-102 by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirements of this provision or C.R.S. Section 8-17.5-101, et seq., Owner may terminate this contract for

breach and shall be entitled to such damages incurred by Owner or as otherwise set forth herein.

15.06 *Other Provisions*

- A. Notwithstanding any other provision of the Contract Documents the parties agree as follows:
- B. Both parties stipulate that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and that the General Conditions have not been modified by the parties except as set forth on Attachment A to the General Conditions, or the party has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- C. Equal Opportunity Clause
 - 1. The Contractor agrees to abide by the provisions under Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin. This includes abiding to Executive Order 11246 which prohibits discrimination on the basis of sex, and 45 CFR which prohibits discrimination on the basis of age, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability.
- D. Colorado Public Works Act. Notwithstanding any provision to the contrary in the Contract Documents, the parties shall comply with the Colorado Public Works Act, C.R.S. §§ 38-26-105 through 36-26-110 and other applicable Federal and Colorado Law and Regulation and the Contract Documents shall be subject thereto. No performance that would not comply with such laws nor failure to take any action required to comply with such laws shall not be deemed a breach and shall not subject Owner to any penalty, including but not limited to any provision related to required payments or bonding.
- E. No Indemnity by Town. Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, the Town is prohibited from indemnifying or holding harmless another entity or person. No provision of this Agreement is intended nor shall be construed as an agreement by the Town to assume liability for or hold harmless any other entity or person.
- F. Appropriation of funds: No part of this Agreement creates or is to be interpreted as creating a "multiple fiscal year obligation" as defined by Article X, Section 20 of the Colorado Constitution. All obligations of Town hereunder are subject to appropriation. The Town may terminate this Agreement without penalty by affirmatively declaring that it will not appropriate sufficient funds to meet its obligations hereunder in the upcoming year. Failure to appropriate funding will not constitute a breach of this Agreement. If funds are not appropriated the parties shall negotiate in good faith to address any failure as a result of non-appropriation.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the signature last affixed to this page (which is the Effective Date of the Contract).

**OWNER: Town of Wellington, Colorado, a
Colorado Statutory Town**

**CONTRACTOR: Moltz Construction, Inc., a
Colorado Corporation**

Signature: _____

Signature: _____

Name Patti Garcia, Wellington Town
and Title: Administrator

Name
and Title: _____

Date: _____

Date: _____

*(If Contractor is a corporation, a partnership, or a joint
venture, attach evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

With copies to:

Wellington Town Administrator
Address:

and

March & Olive, LLC, Wellington Attorney
Attn: Dan Sapienza or Brad March
1312 S College Avenue, Fort Collins, CO 80524

*(If Owner is a corporation, attach evidence of authority
to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other
jurisdictions where applicable or required.*

Attachment A
to the EJCDC C-700 Standard General Conditions of the Construction Contract

Section 13.01.C.1 is deleted and replaced with:

Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, purchasing and contracting agents, expeditors, and timekeepers employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

Section 13.01.C.4 is deleted and replaced with:

Costs due to:

- a. The negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to making good any damage to property.
- b. The correction of defective Work, disposal of materials or equipment wrongly supplied, which would cause the cost of Work to be greater than the GMP, inclusive of Contractor Contingency Allowance.

Section 13.02.C is deleted and replaced with:

Contingency Allowances: Owner and Contractor agree to a sum to be agreed upon as the Owner Contingency Allowance which is for the sole use of the Owner to cover unanticipated costs. Owner and Contractor agree to a sum to be agreed upon as the Contractor Contingency Allowance which is for the sole use of the Contractor to cover costs not anticipated by the Contractor. Owner and Contractor agree to a sum to be agreed upon as the Warranty Contingency Allowance which is for the sole use of the Owner to cover costs not anticipated by the Contractor for warranty claims brought by the Owner to Contractor under Section 15.08, and notwithstanding Section 13.02.B, this Warranty Contingency Allowance shall remain open until the Warranty Period of Section 15.08 has closed.

Board of Trustees Meeting

Date: June 22, 2021
Submitted By: Cody Bird, Planning Director
Subject: Resolution No. 17-2021 - A Resolution Granting Extension of Approval of Conditional Annexation of Country Lane Acres

- **Presentation: Cody Bird, Planning Director**

EXECUTIVE SUMMARY

Ordinance 1-2020 was adopted conditionally annexing Country Lane Acres into the Town, conditioned upon entering into an annexation agreement. An extension to the conditions of the ordinance was extended by adoption of Resolution 27-2020 and again by Resolution 46-2020. The Federal Emergency Management Agency (FEMA) has recently undertaken an effort to update the floodplain boundaries along and adjacent to Boxelder Creek. Additional time is needed for the owner to evaluate recently proposed changes to the FEMA Risk Map and floodplain boundary changes affecting the development of the property and to incorporate necessary changes into an annexation agreement. An extension to the conditions of Ordinance 1-2020 can again be granted by adoption of a resolution. A draft resolution extending the conditions of approval to December 15, 2021 is attached.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Move to adopt a resolution granting an extension to the conditions of Ordinance No. 1-2020 for the annexation of Country Lane Acres to December 15, 2021.

ATTACHMENTS

1. Resolution

TOWN OF WELLINGTON

RESOLUTION NO. 17-2021

A RESOLUTION BY THE WELLINGTON BOARD OF TRUSTEES GRANTING EXTENSION OF APPROVAL OF THE CONDITIONAL ANNEXATION OF COUNTRY LANE ACRES

WHEREAS, the Town Board of Wellington Colorado (the "Town Board") granted conditional approval of the annexation of Country Lane Acres by Ordinance 1-2020 on January 14, 2020; and

WHEREAS, the Town Board adopted Resolution No. 27-2020 granting extension of approval of the annexation of Country Lane Acres to December 15, 2020; and

WHEREAS, the Town Board adopted Resolution No. 46-2020 granting extension of approval of the annexation of Country Lane Acres to July 15, 2021; and

WHEREAS, approval of the annexation and the extension was conditioned on the Annexor and Town entering into a mutually agreeable annexation agreement; and

WHEREAS, additional time is needed for the Annexor and Town staff to finalize terms of an annexation agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

The Town Board grants an extension to the conditions of Ordinance 1-2020 to December 15, 2021, to allow additional coordination on an annexation agreement for the annexation of Country Lane Acres.

PASSED AND ADOPTED by the Board of Trustees of the Town of Wellington, Colorado this 22nd day of June, 2021.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: June 22, 2021
Submitted By: Krystal Eucker, Town Clerk
Subject: American Legion Wellington Post 176 - Special Event Permit Application

- **Presentation:** Krystal Eucker, Town Clerk

EXECUTIVE SUMMARY

American Legion Wellington Post 176 has submitted an Application for a Special Event Permit to serve malt, vinous and spirituous liquor on July 4, 2021 during the Wellington Car Show. The American Legion has submitted all documentation for the permit including the application, premise map and permission for use of the premise, non-profit status with the Colorado Secretary of State and the special event questionnaire.

Alcohol sales will take place on July 4, 2021 from 12:00 - 5:00 p.m. Alcohol has been donated to the event with only beer and hard seltzers being served. All servers of alcohol will be TIPS certified and will be a member of the American Legion or Veterans of Foreign War. Chips and pretzels will be available within the licensed premise. Security for the licensed premise will include deputies from the Larimer County Sheriff's Office. Wristbands will be placed on individuals over 21 years old and tickets for drinks will be sold with a maximum of 5 tickets per person.

BACKGROUND / DISCUSSION

Pursuant to C.R.S 44-5-106, public notice of the proposed permit application and of the procedure to protest the permit was posted on June 10, 2021 at the premise location. To date, there have been no protests to the Application for a Special Events Permit.

The Local Liquor Licensing Authority shall report approved or disapproved Special Events Permits to the Colorado Liquor Enforcement Division within 10 days.

STAFF RECOMMENDATION

ATTACHMENTS

1. American Legion

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- | | | |
|---|---|---|
| ☐ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge or Chapter | ☐ Political Candidate |
| ☒ Patriotic | ☐ National Organization or Society | ☐ Municipality Owned Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate American Legion Wellington Post 176		State Sales Tax Number (Required) [REDACTED]	
2. Mailing Address of Organization or Political Candidate (Include street, city/town and ZIP) PO Box 1514 Wellington, CO 80549		3. Address of Place to Have Special Event (Include street, city/town and ZIP) Wellington Community Park 8760 Buffalo Creek Parkway Wellington, CO 80549	
4. Authorized Representative of Qualifying Organization or Political Candidate Roy Cook (Post Adjutant)		Date of Birth [REDACTED]	Phone Number [REDACTED]
Authorized Representative's Mailing Address (if different than address provided in Question 2.) 3802 Hackberry St., Wellington, CO 80549			
5. Event Manager Roy Cook		Date of Birth [REDACTED]	Phone Number [REDACTED]
Event Manager Home Address (Street, City, State, ZIP) [REDACTED]		Email Address of Event Manager [REDACTED]	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☒ No ☐ Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? ☒ No ☐ Yes License Number _____	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
07/04/21		9 a.m.	7 p.m.																

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Roy W. Cook</i>	Title American Legion Post 176 Adjutant	Date 05/24/21
---------------------------------	---	-------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	☐ City ☐ County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)

American Legion Post 176 4th of July Beer Garden





SPECIAL EVENTS PERMIT QUESTIONNAIRE

Date Submitted: 05/24/2021

Application Name (Line 1 of DR8439): American Legion Wellington Post 176

PLEASE FILL OUT **ONE** QUESTIONNAIRE FOR **EACH** EVENT LISTED IN THE APPLICATION.

1. Briefly describe your event. ***Beer garden fundraiser at the Wellington 4th of July car show at Wellington Community Park.***
2. How many people will be attending your event? ***150-200***
3. During what hours will you be serving alcohol? ***12-5pm. Pre-event setup will be 9am-12pm. Post event breakdown and cleanup will be 5-7pm.***
4. Describe what food will be available during all hours that alcohol will be served. ***Within the fenced area we will have light snacks (e.g. chips, pretzels, etc.) available. Outside the beer garden there will be food trucks at the car show.***
5. Who will be providing the food? ***American Legion Post 176***
6. Identify who will be providing the alcohol. ***So far, Sparge Brewing and Anheuser Busch have donated kegs. Soul Squared and Timnath Beerworks may also provide alcohol. Only beer and hard seltzer will be served. Alcohol profits will go directly to the American Legion Post 176.***
7. Is the alcohol donated or purchased. ***Donated***
8. Who will be serving the alcohol during the event and describe the alcohol service training of those serving. ***Members of American Legion Post 176 and VFW Post 1781. Anyone serving alcohol will be TIPS certified.***
9. Describe the procedures that will be used to monitor alcohol use, identify the age of purchasers and prevent alcohol from entering or leaving the designated area. ***Identification will be checked at the entrance. Wristbands will be placed on those over 21 years of age. Tickets for drinks will be purchased with a maximum of 5 per person. A volunteer will be stationed at the exit to prevent alcohol removal.***
10. How many volunteers will be assisting? ***10-15***
11. Identify the company and number of officers that have been contracted to provide security. ***We will contract two officers from the Larimer County Sheriff's Office (Wellington Squad) to provide security from 12-5pm.***

12. When was the last Special Event Permit issued for this applicant? ***This will be our first.***
13. Please list all Special Events Permits issued for this organization for the current calendar year. Attach a separate sheet if needed. ***N/A***
14. Is the location for the special permit requested within 500 feet of a school? Yes ☐ No ☒
If yes, will the school be in session during the event? Yes ☐ No ☐
15. Were there any compliance problems in the past event for which a special permit has been issued? If yes, explain what changes have been made to insure compliance for this event. ***N/A***
16. Explain how and where the applicant will post in a conspicuous manner the license, permits, and notices required to be posted. ***All licenses, permits, and notices will be conspicuously displayed near the entry of the fenced area.***
17. Identify and provide the cell phone number of the person who will be in charge and available during the event. ***Roy Cook (American Legion Post 176 Adjutant); 619-518-2611.***
18. Attach a diagram showing the location of the Special Event and include ALL of the following:
- Linear dimension of each boundary and total square footage
 - Show the street and address closest to main entrance of the event
 - Show all entrances and exits
 - Describe the type and height of boundary barriers
 - Outline in bold the perimeter of the entire area in which alcohol will be stored, consumed and served and indicate on the diagram the location where alcohol will be stored and served
 - Directional Orientation (show North arrow)

Attach extra pages as necessary in order to complete the answers on this questionnaire.

I verify and affirm that I have read the foregoing application and all attachments, and that all information therein is true, correct and complete to the best of my knowledge. I understand that upon issuance of this Special Events Permit, it is my responsibility to manage the event as indicated on this questionnaire and comply with, and ensure that all volunteers and participants comply with, all provisions of the Colorado Liquor Code, state law, local ordinances and any other conditions placed on the issuance of this permit.

Roy W. Cook
Signature of Officer

American Legion Post 176 Adjutant
Title

[REDACTED]
Contact Email & Phone

05/24/2021
Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AMERICAN LEGION WELLINGTON CO POST 176

is a

Nonprofit Corporation

formed or registered on 03/27/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191271423 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/19/2021 that have been posted, and by documents delivered to this office electronically through 05/20/2021 @ 11:48:51 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/20/2021 @ 11:48:51 in accordance with applicable law. This certificate is assigned Confirmation Number 13184266 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



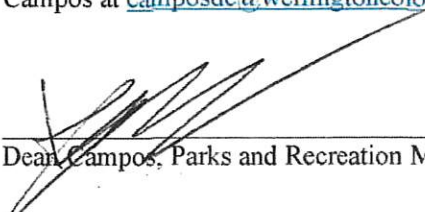
June 1, 2021

RE: Wellington Brewfest 2021

The Town of Wellington Parks and Recreation Department grants permission to American Legion Wellington Post 176 to serve malt, vinous and spirituous liquor on July 4, 2021 from 9:00 am to 7:00 pm. at Wellington Community Park, 8760 Buffalo Creek Parkway, Wellington, CO.

The consumption area will be fenced off with self-standing fencing. All generators will be placed on plywood and no trailers will be allowed on the turf.

If you have questions or need additional information, please contact Parks and Recreation Manager, Dean Campos at camposde@wellingtoncolorado.gov.



Dean Campos, Parks and Recreation Manager

NOTICE

**PURSUANT TO THE LIQUOR LAWS OF
THE STATE OF COLORADO
American Legion Wellington Post 176
PO Box 1514
Wellington, CO 80549**

**HAS REQUESTED THE LICENSING
OFFICIALS OF THE TOWN OF WELLINGTON
TO: Grant a Special Event Liquor Permit
AT:
8760 Buffalo Creek Pkwy, Wellington, CO
ON
July 4, 2021 from 9:00 am - 7:00pm**

**HEARING ON APPLICATION TO BE HELD AT:
Leeper Center
3800 Wilson Ave, Wellington, CO**

TIME AND DATE: June 22, 2021 at 6:30 pm

DATE OF APPLICATION: May 24, 2021

BY ORDER OF: Wellington Liquor Authority

APPLICANT OFFICER: Max Gunk/P.O. Box 1514, Wellington, CO 80549

KEVIN L. LUKY, TOWN CLERK
3735 Cleveland Avenue, Wellington, CO 80549 / 970.368.3281 x.118
ADDRESS OF THE PLACE AT WHICH PETITIONS OF DEMONSTRANCES MAY BE FILED

Board of Trustees Meeting

Date: June 22, 2021
Submitted By: Krystal Eucker, Town Clerk
Subject: Loaf 'N Jug - Renewal Application

- **Presentation:** Krystal Eucker, Town Clerk

EXECUTIVE SUMMARY

Mini Mart Inc, d/b/a Loaf 'N Jug has submitted their annual renewal for their Fermented Malt Beverage liquor license. A review of the application found the establishment is in good standing with the Colorado Secretary of State, the establishment is current with sales tax and the Larimer County Sheriff's Office reported no issues directly related to the establishment's liquor license. There were no issues or concerns during the compliance inspection of the premise.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. Loaf 'N Jug

LOAF 'N JUG # 846
 165 FLANDERS ROAD
 Westborough MA 01581

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

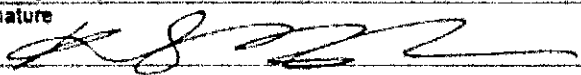
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name MINI MART INC		Doing Business As Name (DBA) LOAF 'N JUG # 846		
Liquor License # 03-27943-0028	License Type Fermented Malt	Sales Tax License # [REDACTED]	Expiration Date 06/24/2021	Due Date 05/10/2021
Business Address 8211 6TH ST Wellington CO 80549				Phone Number 7199483071
Mailing Address 165 FLANDERS ROAD Westborough MA 01581			Email [REDACTED]	
Operating Manager Melissa Rowe	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]	
1. Do you have legal possession of the premises at the street address above? Yes No Are the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No				

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Gwen Buch	Title Licensing Coordinator
Signature 	Date 5/10/2021

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

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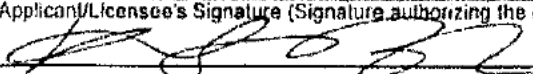
Tax Check Authorization, Waiver, and Request to Release Information

I, Gwen Bach am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Mini Mart, Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Mini Mart, Inc.</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>8211 6th ST</u>			
City <u>Wellington</u>		State <u>CO</u>	Zip <u>80549</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>(508) 270-4401</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Gwen Bach</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>5/10/21</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

MINI MART, INC.

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871417019.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/30/2021 that have been posted, and by documents delivered to this office
electronically through 03/31/2021 @ 11:31:04.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/31/2021 @ 11:31:04 in accordance with applicable law.
This certificate is assigned Confirmation Number 13063434.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions"

Store Number	Address	CITY/TOWN	STATE	ZIP
Loaf N Jug 1	2ND ST	Fowler	CO	81039
Loaf N Jug 2	2050 Lake Ave	Pueblo	CO	81004
Loaf N Jug 3	200 Main St	Walsenburg	CO	81089
Loaf N Jug 5	1101 N. Main St	Springfield	CO	81073
Loaf N Jug 6	4770 Drennan Rd	Colorado Springs	CO	80916
Loaf N Jug 7	9028 S Woodman Way	Parker	CO	80134
Loaf N Jug 8	2610 Santa Fe Dr	Pueblo	CO	81006
Loaf N Jug 9	610 US Highway 24 S	Buena Vista	CO	81211
Loaf N Jug 10	102 Highway 160 East	Alamosa	CO	81101
Loaf N Jug 11	4901 N. Castleton Dr	Castle Rock	CO	80109
Loaf N Jug 12	67 Gateway Cir	Berthoud	CO	80513
Loaf N Jug 13	918 W 3Rd St	La Junta	CO	81050
Loaf N Jug 14	1201 W Pueblo Blvd	Pueblo	CO	81004
Loaf N Jug 15	243 E Us Highway 50	Avondale	CO	81022
Loaf N Jug 16	101 N Main St	La Junta	CO	81050
Loaf N Jug 24	4401 Hwy 165	Colorado City	CO	81019
Loaf N Jug 25	4800 Thatcher Ave	Pueblo	CO	81005
Loaf N Jug 26	260 E Hwy 24	Woodland Park	CO	80863
Loaf N Jug 28	120 S Santa Fe Ave	Pueblo	CO	81003
Loaf N Jug 33	2802 E Pikes Peak Ave	Colorado Springs	CO	80909
Loaf N Jug 34	33 Montebello Rd	Pueblo	CO	81001
Loaf N Jug 35	36031 Highway 50 East	Pueblo	CO	81006
Loaf N Jug 37	3980 Ivywood Ln	Pueblo	CO	81005
Loaf N Jug 38	1002 Bonforte Blvd	Pueblo	CO	81001
Loaf N Jug 39	2505 S Chelton Rd	Colorado Springs	CO	80916
Loaf N Jug 40	4335 Airport Rd	Colorado Springs	CO	80916
Loaf N Jug 41	6857 Space Village Ave	Colorado Springs	CO	80915
Loaf N Jug 42	1930 S Academy Blvd	Colorado Springs	CO	80916
Loaf N Jug 43	9364 S. Jordan Rd.	Parker	CO	80134
Loaf N Jug 45	3705 Drennan Rd	Colorado Springs	CO	80910
Loaf N Jug 47	112 Fairgrounds Rd	Eagle	CO	81631
Loaf N Jug 48	201 Main Street	Frisco	CO	80443
Loaf N Jug 49	305 N 10Th St	Rocky Ford	CO	81067
Loaf N Jug 50	1025 5Th St	Calhan	CO	80808
Loaf N Jug 52	2405 W Northern Ave	Pueblo	CO	81004
Loaf N Jug 53	6695 Galley Rd	Colorado Springs	CO	80915
Loaf N Jug 54	912 Royal Gorge Blvd	Canon City	CO	81212
Loaf N Jug 55	448 Highway 50 East	Salida	CO	81201
Loaf N Jug 56	137 Manitou Ave	Manitou Springs	CO	80829
Loaf N Jug 57	1107 S Main St	Lamar	CO	81052
Loaf N Jug 58	300 N Main St	Lamar	CO	81052
Loaf N Jug 59	415 Ambassador Thomp	Las Animas	CO	81054
Loaf N Jug 64	707 Main St PO	Limon	CO	80828

Loaf N Jug 65	2119 E 4Th St	Pueblo	CO	81001
Loaf N Jug 66	317 E High St	Flagler	CO	80815
Loaf N Jug 67	1525 W 4Th St	Pueblo	CO	81004
Loaf N Jug 68	109 West 4Th Street	Hugo	CO	80821
Loaf N Jug 69	519 W Hwy 24	Woodland Park	CO	80866
Loaf N Jug 70	4001 Jerry Murphy Rd	Pueblo	CO	81001
Loaf N Jug 71	1201 W 17Th St	Pueblo	CO	81003
Loaf N Jug 73	2202 W 18Th St	Pueblo	CO	81003
Loaf N Jug 74	31918 Hwy 96 East	Pueblo	CO	81006
Loaf N Jug 75	1700 Santa Fe Dr	Pueblo	CO	81006
Loaf N Jug 76	506 E Main St	Florence	CO	81226
Loaf N Jug 78	2120 Oakshire Ln	Pueblo	CO	81001
Loaf N Jug 79	420 Eagleridge Blvd	Pueblo	CO	81008
Loaf N Jug 80	102 S Santa Fe Ave	Fountain	CO	80817
Loaf N Jug 81	102 N Rubey Dr	Golden	CO	80403
Loaf N Jug 82	14 W Spaulding Ave	Pueblo West	CO	81007
Loaf N Jug 83	700 Warner Dr	Golden	CO	80401
Loaf N Jug 84	1104 Pueblo Boulevard	Pueblo	CO	81005
Loaf N Jug 85	136 S Purcell Blvd	Pueblo West	CO	81007
Loaf N Jug 86	2810 Troy Ave	Pueblo	CO	81001
Loaf N Jug 87	4125 W Northern Ave	Pueblo	CO	81005
Loaf N Jug 91	5375 Airport Rd	Colorado Springs	CO	80916
Loaf N Jug 92	1019 Space Center Dr	Colorado Springs	CO	80915
Loaf N Jug 93	905 W Us Highway 50	Pueblo	CO	81008
Loaf N Jug 94	16355 W 64Th Ave	Arvada	CO	80007
Loaf N Jug 95	200 Lashley St	Longmont	CO	80501
Loaf N Jug 97	173 Bulldogger Ln	Bailey	CO	80421
Loaf N Jug 98	5825 N Academy Blvd	Colorado Springs	CO	80918
Loaf N Jug 99	4095 Arrowswest Dr	Colorado Springs	CO	80907
Loaf N Jug 202	1818 N Norwood Ave	Pueblo	CO	81001
Loaf N Jug 203	2419 N Elizabeth St	Pueblo	CO	81003
Loaf N Jug 601	7055 Alegre Cir	Fountain	CO	80817
Loaf N Jug 801	1499 S Colorado Blvd	Denver	CO	80222
Loaf N Jug 803	490 W Hampden Ave	Englewood	CO	80110
Loaf N Jug 807	710 Copper Center Park	Colorado Springs	CO	80921
Loaf N Jug 808	161 North Gate Blvd.	Colorado Springs	CO	80921
Loaf N Jug 100	318 North College Avenue	Fort Collins	CO	80524
Loaf N Jug 110	4524 South College Ave	Fort Collins	CO	80525
Loaf N Jug 160	1601 South College Ave	Fort Collins	CO	80526
Loaf N Jug 240	7600 Westgate Drive	Fort Collins	CO	80528
Loaf N Jug 250	940 S. Lemay	Fort Collins	CO	80525
Loaf N Jug 260	2120 Vermont Drive	Fort Collins	CO	80525
Loaf N Jug 270	3531 South Shields	Fort Collins	CO	80526
Loaf N Jug 290	7602 S. College Avenue	Fort Collins	CO	80528

Loaf N Jug 300	263 Eastman Park Drive	Windsor	CO	80550
Loaf N Jug 320	3512 Lochwood Drive	Fort Collins	CO	80524
Loaf N Jug 350	92 W. Highway 14	Bellvue	CO	80512
Loaf N Jug 360	4727 S. Timberline Road	Fort Collins	CO	80528
Loaf N Jug 380	6140 E. Crossroads Blvd	Loveland	CO	80538
Loaf N Jug 390	601 Greenfields Court	Fort Collins	CO	80524
Loaf N Jug 440	3733 E. Mulberry	Fort Collins	CO	80524
Loaf N Jug 450	200 W. Horsetooth Road	Fort Collins	CO	80525
Loaf N Jug 460	429 S. Mason	Fort Collins	CO	80524
Loaf N Jug 480	561 Big Thompson	Estes Park	CO	80517
Loaf N Jug 846	8211 6th St	Wellington	CO	80549
Loaf N Jug 848	1201 Main St	Windsor	CO	80550
Loaf N Jug 850	1001 39Th Ave	Greeley	CO	80634
Loaf N Jug 852	3200 23Rd Ave	Evans	CO	80620
Loaf N Jug 858	1801 N College Ave	Fort Collins	CO	80524
Loaf N Jug 867	783 W. Highway 64	Rangely	CO	81648
Loaf N Jug 868	101 W Brontosaurus Blv	Dinosaur	CO	81610
Loaf N Jug 869	2441 W Victory Way	Craig	CO	81625