



BOARD OF TRUSTEES
April 12, 2022
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

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. on the day of the meeting. 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 information below is for online viewing and listening only.

Please click this URL to join.

<https://us06web.zoom.us/j/88364333672?pwd=eHYwZmFzTzNDTS94ZHZrQk10amVWQT09>

Passcode: 952925

Webinar ID: 883 6433 3672

Or One tap mobile:

+17207072699,,88364333672# US (Denver) or +12532158782,,88364333672# US (Tacoma)

Or join by phone:

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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. Proclamation
 - a. Public Service Recognition Week

C. CONSENT AGENDA

1. Minutes of the March 8, 2022 Regular Board of Trustees Meeting

D. ACTION ITEMS

1. Water Treatment Plant Construction Manager At Risk (CMAR) Contract Amendment for Guaranteed Maximum Price (GMP)
 - Presentation: Dave Myer, Engineer
2. Resolution 13-2022 - A Resolution Approving Mandatory Water Restrictions
 - Staff Presentation: Hallie Sheldon, Senior Management Analyst
3. Resolution No. 14-2022 - A Resolution Finding Substantial Compliance of an Annexation Petition and Establishing the Date, Time and Place for a Public Hearing
 - Presentation: Cody Bird, Planning Director
4. Resolution No. 15-2022 - A Resolution Acknowledging Public Comments Related to Zoning Designation for Residential Properties Along Harrison Avenue and McKinley Avenue
 - Presentation: Cody Bird, Planner
5. First Amendment to Development Agreement for Bonfire Subdivision
 - Presentation: Cody Bird, Planning Director
6. Contract to Complete a Water and Wastewater Rate Study
 - Presentation: Vik Runkle, Interim Finance Director
7. Resolution No. 16-2022- A Resolution Terminating the Pandemic Emergency Declaration
 - Presentation: Patti Garcia, Town Administrator
8. Request for a Special Meeting on April 19, 2022
 - Presentation: Patti, Garcia, Town Administrator

E. REPORTS

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

F. 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.



PROCLAMATION

Declaring April 11 – 17, 2022 as “Public Service Recognition Week”

WHEREAS, public service is an honorable calling that involves a wide variety of challenging and rewarding professions which are essential to efficient and effective operation of government; and

WHEREAS, the Town of Wellington’s employees, volunteers, and Boards & Commissions contribute significantly to the quality of life for the community, with their commitment to excellence, high ethical standards, and diversity of skills; and

WHEREAS, excellence in the delivery of public service helps keep Wellington strong, prosperous, and a wonderful place in which to live, work, play and volunteer; and

WHEREAS, this commemoration provides an opportunity to express our appreciation for the many contributions public servants make to our daily lives.

NOW, THEREFORE, BE IT RESOLVED BY Mayor Troy Hamman that April 11 – 17, 2022 is recognized as Public Service Recognition Week in the Town of Wellington and the Board encourages the community to recognize the accomplishments and contributions of public servants.

Dated this 12th day of April 2022

Troy Hamman, Mayor

Board of Trustees Meeting

Date: April 12, 2022

Submitted By:

Subject: Minutes of the March 8, 2022 Regular Board of Trustees Meeting

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. 03.08.22 BOT Minutes - DRAFT



BOARD OF TRUSTEES

March 8, 2022

6:30 PM

MINUTES

A video recording of this meeting is available on the Town of Wellington's YouTube page at <https://www.youtube.com/channel/UCPgBl-EYjaSam4hF3mkoFNA>

A. CALL TO ORDER

Mayor Hamman called the meeting to order at 6:32 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 – Absent

Trustee Rebekka Kinney

Trustee Ashley Macdonald

Trustee Tim Whitehouse

Also Present:

Patti Garcia, Town Administrator

Dan Sapienza, March & Olive, LLC, Town Attorney

Hallie Sheldon, Management Analyst

Krystal Eucker, Town Clerk

Dave Myer, Engineer II

Bob Gowing, Public Works Director

Nathan Ewert, Civil Engineer II

DJ Jones, Water Superintendent

Cody Bird, Planning Director

3. Amendments to Agenda

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

4. Conflict of Interest

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

B. COMMUNITY PARTICIPATION

1. Public Comment

The meeting was opened for public comment, Shirrell Tietz, Gail Meisner, Stave Sarno, Craig

Johnson, Jesy Andreen, Lisa Chollet, and Lowrey Moyer provided public comment.

C. PRESENTATION

1. Colorado Open Records Requests (CORA)

Ms. Eucker provided a brief overview of the Colorado Open Record Act to the Board.

D. CONSENT AGENDA

1. Minutes of the January 25, 2022 Regular Meeting

Trustee Whitehouse moved to approve the consent agenda; Trustee Gaiter seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

E. ACTION ITEMS

1. Draft Land Use Code - Revised Draft

Mr. Bird provided an overview of the second draft of the Land Use Code and an overview of the process to create the draft.

The Planning Commission has been working on the draft land use code in sections and has discussed draft language in work sessions beginning in September 2021. A complete first draft of all the sections was made available on the Town's website for public review and comment on February 4, 2022. The draft was presented to the Planning Commission at the February 7, 2022 work session and presented to the Board of Trustees on February 15, 2022.

Mayor Hamman opened the meeting for public comment, and Christine Gaiter, Shirrell Tietz, Kathy Wydallis, Lowrey Moyer, and Lisa Chollet provided comments.

It was requested that visuals of R3 setbacks be available at the work session

2. Authorize the Execution of the Contract for the Security Fencing at the Water and Wastewater Treatment Plants

Mr. Ewert informed the Board that the current fence at the Wastewater Treatment Plant (WWTP) is a 20-year-old "sheep fence" that was installed when the plant was constructed. The fence does not meet the current security requirements at the site and needs to be replaced. The Town also owns 5 acres to the west of the existing fenced property that is currently not fenced. With the upcoming expansion project fencing the entire site at this time, prior to construction, will provide construction security when the contractor mobilizes later in 2022 as well as provide improved security for the existing site. Additionally, fencing the entire site including the unfenced 5 acres provides cost-saving to the Town by eliminating the need for portable fencing being brought in by the contractor with markups and rental fees passed on to the Town.

The meeting was opened for public comment, Calar Chaussee provided a comment.

Trustee Macdonald moved to Authorize the Execution of the Contract for the Security Fencing at the Water Treatment Plant not to exceed \$176,000, and Conditional on Authorization by the North Poudre Irrigation Company of Entrance on and Use of the Property by the Town; Trustee Kinney seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

3. Ordinance No. 06-2022 - An Ordinance of the Town of Wellington, Colorado, Acting by and through the Town Wastewater Enterprise, Approving a Green Project Reserve Loan from the Colorado Water Resource and Power Development Authority to Finance Wastewater Related Improvements; Authorizing the Execution of a Loan Agreement and a Bond to Document the Loan; and Providing for Payment of the Bond from Net Revenue of the Wastewater System

Ms. Runkel informed the Board that in addition to the Colorado Water Resources and Power Development Authority State Revolving Fund Loan (SRF) discussed at the February 22, 2022 Board of Trustees Regular Meeting, the State of Colorado has an additional program called the Green Project Reserve Fund (GPR) Loan Program. The state reviews projects such as the Town's Wastewater Treatment Expansion Project to determine if the Town qualifies for this program, which provides low-interest loans for work meeting specific environmental conditions.

The Program will pay a maximum of 15 percent of a project. In the Town of Wellington's case, the state has reviewed the WWTP project and will provide a total of \$3 million for the project from this source of financial support.

The interest rate the state will charge the Town for the GPR Loan is 1.5 percent. At the end of the project, the Colorado Department of Public Health and Environment reviews the work to ensure it meets specified environmental conditions. If it does not, the loan is still provided, but the interest rate increases to 2.25 percent.

Both the Colorado SRF loan and the GPR loan will close simultaneously, obligating the money for the Town Wastewater Treatment Plant project. This also helps with identifying the exact amount the Town will borrow in the SRF program. The amount borrowed will total approximately \$48 million. Of this amount, \$45 million will come from the SRF funding and the remaining \$3 million will be from the GPR loan program. As the Town asks for construction costs reimbursement, the State will first draw from the SRF money, the GPR monies will be the "last dollars" into the project.

The meeting was opened for public comment, Shirrell Tietz and Kathy Wydallis provide comments.

Trustee Gaiter moved to approve Ordinance No. 06-2022 - An Ordinance of the Town of Wellington, Colorado, Acting by and through the Town Wastewater Enterprise, Approving a Green Project Reserve Loan from the Colorado Water Resource and Power Development Authority to Finance Wastewater Related Improvements; Authorizing the Execution of a Loan Agreement and a Bond to Document the Loan; and Providing for Payment of the Bond from Net Revenue of the Wastewater System; Trustee Macdonald seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

Mayor Hamman closed the regular meeting at 8:04 p.m. and opened the Liquor License Authority.

F. LIQUOR LICENSE AUTHORITY

Roll Call

Mayor Troy Hamman

Mayor Pro Tem Wyatt Knutson

Trustee Jon Gaiter

Trustee John Jerome – Absent

Trustee Rebekka Kinney

Trustee Ashley Macdonald

Trustee Tim Whitehouse

1. Annual Renewal - Ridley's Family Market

Ridley's Family Markets Inc, d/b/a Ridley's Family Markets has submitted their annual renewal for their Liquor Store 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 a visual inspection of the premise.

The meeting was opened for public comment but there was none.

Trustee Kinney moved to approve the Annual Liquor License renewal for Ridley's Family Market; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

Trustee Gaiter moved to close the Liquor License Authority and Resume the Regular Meeting; Mayor Pro Tem Knutson seconded the motion. Roll call on the vote resulted as follows:

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

Nays – None

Motion carried.

The Liquor License Authority was closed at 8:05 p.m. and the regular meeting resumed.

G. REPORTS

1. Town Attorney

Mr. Sapienza informed the Board that the date and time of municipal court will change to the second Wednesday of every other month at 3:00 p.m.

2. Town Administrator

Ms. Garcia informed the Board of the recreation research being completed for Trustee Kinney and working with the Hispanic community and their transportation need with Trustee Gaiter.

3. Staff Communications

Mr. Gowing and Mr. Bird provided history regarding the roundabout at 69E and County Road 9.

4. Board Reports

Trustee Gaiter is requesting a letter be sent to the County on what they need from Wellington on the roundabout at 62E and County Road 9.

The Community Activities Commission approved doing the 4th of July festival at the Wellington Community Park. Also, the CAC discussed moving the parade, the consensus of the Board is to keep the parade on Cleveland.

Trustee Kinney commented that the downtown businesses should be involved in the CAC discussions regarding the 4th of July event and she is not in favor of drafting a letter to Larimer County regarding the roundabout.

After Board discussion, it was determined that a letter be drafted in the future from the Board of Trustees to the Larimer County Commissioners at a later date after more information is available.

H. **ADJOURN:**

Upon a motion duly made, the meeting was adjourned at 8:47 p.m.

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: April 12, 2022
Submitted By: Dave Myer, Engineer
Subject: Water Treatment Plant Construction Manager At Risk (CMAR) Contract Amendment for Guaranteed Maximum Price (GMP)

- **Presentation: Dave Myer, Engineer**

EXECUTIVE SUMMARY

The contract amendment with the CMAR Contractor (Hensel Phelps Construction Co.) for Phase 2 Construction Services based on the Guaranteed Maximum Price for Wellington's Wastewater Treatment Plant expansion will be presented for approval.

BACKGROUND / DISCUSSION

The 90 percent design package (drawings and specifications) was received on schedule from Jacobs on February 22, 2022. Immediately after, Hensel Phelps began preparation of the 90 percent cost estimate as part of its pre-construction services for the Town. During that process, over 90 clarification questions were asked and responded to by Jacobs.

Hensel Phelps (HP) submitted an initial 90 percent cost estimate of \$32,793,621 (including a 5 percent contingency and all Contractor fees) on schedule on March 23, 2022. Several value engineering (VE) items were identified within that submittal. Town staff and Jacobs reviewed all HP's assumptions, VE items, cost breakdowns, vendor quotes, and subcontractor bids. To date, some VE items have been accepted (concrete stain, overflow pipe, grind and grout work, fittings on poly tanks). Other VE items are still under review. (Refer to the VE Trend Log in the GMP Package.)

HP's final cost estimate of \$33,576,512 was received on April 7, 2022, representing the Guaranteed Maximum Price (GMP) for construction. This includes a 5% Contractor's contingency and a 5% Owner's Contingency (totaling \$3,019,478). Note that the cost of VE items that have not been decided upon yet are being carried in the GMP. If eventually accepted, those VE items will be allocated as a deduction from the total construction cost.

Hensel Phelps used a competitive bidding process for the 90 percent cost estimate. In most cases, three bids were received for subcontractors, equipment, and material suppliers. Most of the bids for each item were within ten percent of each other, indicating the drawings and specifications were well-understood and interpreted the same way. Hensel Phelps asked bidders to hold prices for 60 days, but many were unable to do that due to market and supply-chain volatility. Therefore, to minimize cost escalations and lock in prices, Hensel Phelps would need to execute subcontracts and purchase orders in April.

On January 5, 2022, a Board-approved contract was executed with Hensel Phelps for Phase 1, Ozone Equipment Purchase and GMP Preparation Services for \$1,632,839. Factoring in the Ozone equipment cost, the GMP cost reflects an increase of about \$3.7M from the 60 percent estimate. Some of the increases can be attributed to refinements to the design and specifications from the 60 percent level. However, most of the increase is due to substantial increase in materials pricing and labor (rebar, metal buildings, fuel, electrical, piping, hourly labor rates, etc.), supply chain issues, and American Iron and Steel and Davis Bacon (DB) wage



obligations per SRF requirements. Electrical prices have risen substantially from a few months ago and steel commodity prices remain high. DB labor wages have also increased from the 60% estimate.

Hensel Phelps prepared a construction schedule that shows the Substantial and Final Completion dates as May 6, 2024, and July 29, 2024, respectively. This constitutes a 24-month construction window to Substantial Completion.

The Phase 1 contract executed in January included an Agreement (EJCDC C-525), General Conditions (EJCDC C-700), and preliminary Supplemental Conditions. This Phase 2 Construction contract based on the GMP is considered as an amendment to the existing Phase 1, inclusive of the following:

- Contract Amendment (cover sheet with signature line)
- EJCDC Change Order Form (C-941) (with additional signature line)
- Hensel Phelps' GMP Package, which defines GMP as \$33,576,512, inclusive of \$1,509,739 Contractor contingency and \$1,509,739 Owner contingency.
- Supplemental Conditions (completed) to the General Conditions contained within the Phase 1, Preconstruction Services contract.

The 90 percent drawings and specifications (available on the Town's website) are also considered part of this contract amendment. Since this project will be funded through the Town's existing State Revolving Fund (SRF) loan, a document that details all the SRF Requirements will become part of the contract.

Upon execution of this contract amendment and final environmental clearance from the State (expected mid-April), a Notice to Proceed will be issued. Then Hensel Phelps will proceed to execute subcontracts and issue purchase orders to lock in prices and begin mobilization. The next step for Jacobs includes completion of the 100% drawings and specifications which are planned for delivery on May 20.

A project timeline summarizing the history of Wellington's Water Treatment Plant Expansion Project is attached. The timeline notes the CDPHE Compliance Order on Consent that was issued in March 2020.

STAFF RECOMMENDATION

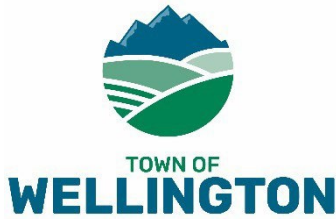
Authorize execution of contract amendment with Hensel Phelps Construction, Inc. in the not to exceed amount of \$33,576,512, inclusive of \$1,509,739 Contractor contingency and \$1,509,739 Owner contingency, for Phase 2 Construction Services on the Water Treatment Plant Expansion.

ATTACHMENTS

1. WTP Timeline
2. Wellington WTP GMP Phase 2 Contract Amendment
3. WTP GMP Approval Presentation 4-12-22

WTP Expansion
Project Timeline (Through March 2022)

Date	Item
Sept. 2017 Through June 2019	Stantec WTP Master Plan, Pilot Tests, Environmental Assessment, Original Design, Etc.
February 15, 2018	Geotechnical Report Received (Soilogic, Fort Collins)
May 24, 2018	Original CMAR Contract Signed with Hydro Construction (now Hensel Phelps)
May 23, 2019	SRF Loan Closing
December 20, 2019	Hydro Construction Cost Estimate (90%)
Dec. 2019 - Apr. 2020	Jacobs' Independent Review
March 9, 2020	CDPHE Compliance Order on Consent Issued
2020 - Current	NPIC Land Acquisition Negotiations
September 11, 2020	Jacobs' Engineering Design & Construction Services Contract Signed
March 5, 2021	Jacobs' 30% Design Package Received
April 1, 2021	Hensel Phelps 30% Cost Estimate Finalized
July 7, 2021	Geotechnical Report Addendum Received (Soilogic, Fort Collins)
August 26, 2021	Jacobs' 60% Design Package & BDR Received
October 20, 2021	Hensel Phelps 60% Cost Estimate Finalized
January 5, 2022	Phase 1, Ozone Equip Purchase & GMP Prep Services Contract Signed with Hensel Phelps
January 24, 2022	CDPHE Approval for Construction
February 22, 2022	Jacobs' 90% Design Package Received
March 23, 2022	Hensel Phelps 90% Cost Estimate Received
March 28, 2022	Environmental Assessment Revision Submitted to CDPHE
Summary of Board of Trustees Approvals, Updates, and Presentations	
November 26, 2019	Jacobs' Independent Review, Board Approval
January 28, 2020	Jacobs' Independent Review, Board Update
March 10, 2020	Compliance Order on Consent, Board Receive & File
May 20, 2020	Jacobs' Independent Review, Board Presentation
August 25, 2020	Jacobs' Engineering Design & Construction Services Contract, Board Approval
October 13, 2020	CMAR Contract Amendment, Hydro Construction for SRF Requirements (No Cost), Board Approval
December 15, 2020	Project Update, Board Presentation
May 18, 2021	30% Cost Estimate, Board Presentation
August 18, 2021	Ozone Equipment Procurement, Board Worksession
October 26, 2021	60% Cost Estimate, Board Presentation
December 14, 2021	Ozone Equipment Purchase, Board Approval
March 29, 2022	Board of Trustees Worksession, GMP Discussion



Town of Wellington
3735 Cleveland Avenue
P.O. Box 127
Wellington, CO 80549
PUBLIC WORKS (970) 568-0447
TOWN HALL (970) 568-3381

WELLINGTON WATER TREATMENT PLANT EXPANSION CMAR CONSTRUCTION SERVICES

Phase 2 - Construction Services

AMENDMENT ONE TO CONTRACT FOR SERVICES, GL No. 211-80-4010

Parties. The parties to this Amendment are the Town of Wellington, 8225 Third Street, Wellington, Colorado 80549 (Town) and Hensel Phelps Construction Company, 77 NW Frontage Road, Fort Collins, CO, 80524 (Contractor).

Purpose of Amendment. This Amendment constitutes the first amendment to the Agreement Between Owner and Contractor for Construction Contract (Cost-Plus) between the Town and the Contractor. This Amendment is for Hensel Phelps to proceed with Phase 2 – Construction Services pursuant to the agreed upon Guaranteed Maximum Price (GMP) and further provisions of this Amendment.

The original Agreement, effective January 5, 2022, is for Phase 1 Ozone Equipment Purchase and GMP Preparation Services as defined in Section 1.01 of the existing Agreement for the expansion of Wellington's Water Treatment Plant (WTP) for a total Contract amount of one million six hundred thirty-two thousand eight hundred thirty-nine dollars and no cents (\$1,632,839.00). On the effective date of Amendment 1, the total Contract amount will be amended to thirty-five million two hundred nine thousand three hundred fifty-one dollars and no cents (\$35,209,351.00).

Term of the Amendment. This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract.

Amendment(s).

1. Amendment to the EJCDC C-525 Agreement Between Owner and Contractor for Construction Contract (Cost-Plus), dated January 5, 2022, between Town of Wellington, Colorado, a Colorado Statutory Town, and Hensel Phelps Construction Co.
2. Amendment to the Contract to include Phase 2 Construction Services and establish the Guaranteed Maximum Price for the Construction Services, according to EJCDC C-525 Sections 1.02.
3. Amendment to Paragraph 4.02 Contract times for Construction service to be substantially complete by May 6, 2024, and ready for final payment in accordance with Paragraph 15.06 by

July 29, 2024. Assumed a contract award no later than April 15, 2022, and a notice to proceed date not later than April 25, 2022.

4. Amendment to Paragraph 6.02 Phase 2 Guaranteed Maximum Price for Phase 2 Construction Services will be \$33,576,512.00, inclusive of 5 percent Owner contingency (\$1,509,739) and a 5 percent Contractor contingency (\$1,509,739). The GMP price is based on the assumptions, clarifications, and value engineering tracking log per Attachment 2 (GMP package) and on Jacobs Engineering Group Wellington WTP Expansion 90 percent drawings and specifications, per Attachment 1.
 - a Attachment 1: 90% Drawings and Specifications Dated February 2022.
 - b Attachment 2: GMP Package Dated April 7, 2022.
 - c Attachment 3: Supplemental Conditions (Final).

Future Amendment.

1. A future amendment that shall be executed shall incorporate the 100 percent design package (drawings and specifications) from Jacobs Engineering Group, inclusive of the Colorado State Revolving Fund Required Specifications.

Same Terms and Conditions. Except for items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Town and the Contractor, remain unchanged and in full force and effect.

Entirety of Contract. The original Contract, consisting of one hundred forty (140) pages and this Amendment One, consisting of sixty-four (64) pages (excluding the above referenced Attachment 1), represent the entire and integrated Contract between the parties.

Signatures. The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Amendment. The Effective Date of this Amendment is the date of the last affixed signature.

TOWN OF WELLINGTON

Signature

Printed Name

Primary Contact Printed Name

Witness Signature

Printed Name

Date

Title

Contact Info. (email, phone, etc.)

Date

Title

HENSEL PHELPS CONSTRUCTION COMPANY

Signature

Printed Name

Primary Contact Printed Name

Witness Signature

Printed Name

Date

Title

Contact Info. (email, phone, etc.)

Date

Title

Date of Issuance: April 12, 2022
Owner: Town of Wellington
Contractor: Hensel Phelps Construction Co.
Engineer: Jacobs Engineering
Project: Wellington WTP Expansion

Effective Date: April 15, 2022
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.:
Contract Name: Wellington WTP
Expansion Project

The Contract is modified as follows upon execution of this Change Order:

Description: Phase 2 Guaranteed Maximum Price (GMP) for Construction Services.

Attachments: *Amendment #1 Phase 2 Construction Services Guaranteed Maximum Price Amendment;*
Attachment #1 90% Plans and Specs dated February 2022; Attachment #2 GMP Package Dated 4-7-2022;
Attachment #3 Supplemental Conditions (Final)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,632,839.00</u>	Original Contract Times: Substantial Completion: <u>Not specified for Phase 1</u> Ready for Final Payment: <u>Not specified for Phase 1</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,632,839.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Increase of this Change Order: \$ <u>33,576,512.00</u>	Increase of this Change Order: Substantial Completion: <u>May 6, 2024</u> Ready for Final Payment: <u>July 29, 2024</u> days or dates
Contract Price incorporating this Change Order: \$ <u>35,209,351.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 6, 2024</u> Ready for Final Payment: <u>July 29, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

ATTACHMENT 2
Guaranteed Maximum Price Package
April 7, 2022

Town of Wellington
WTP Expansion – 90% Design

Exhibit A

Breakdown of GMP

The following represents the Contract Documents for the Construction Contract between the Town of Wellington and Contractor, Hensel Phelps Construction Co., for the work in connection with the Water Treatment Plant Expansion – 90% Design.

Contract Documents
1. 90% Design Documents dated February, 2022

The Guaranteed Maximum Price (GMP) representing the 90% Design Documents dated February 2022, is **\$33,576,512**. The following pages include GMP project summary and detail backup.

Town of Wellington
WTP Expansion – 90% Design
Exhibit B
GMP Summary



Wellington WTF-90% Design GMP

		TOTAL
Description		Amount
0000 General Conditions		3,142,563
0100 Owned Equipment		367,720
0240 Sitework		4,363,558
0300 Concrete		4,222,244
0420 Masonry		121,000
0550 Metals		442,100
0720 Thermal & Moisture Protection		67,600
0810 Doors, Frames and Hardware		91,623
0990 Finishes		422,069
1118 Equipment		3,505,429
1330 Special Construction		1,360,000
1420 Conveying		22,000
1500 Mechanical & Plumbing		4,922,466
2600 Electrical		4,809,623
Total Building & Site		\$27,859,995
Value Engineering Savings		-186,000
Total after Value Engineering		\$27,673,995
Small Tools & Equip - 3%		115,209
Sales Tax - 8.7%		40,089
Total		\$155,298
Builders Risk - 0.274%		75,826
Performance & Payment Bond - 0.5%		138,370
General Liability Insurance - 0.535%		148,056
Total		\$362,252
Profit & Overhead - 8.5%		2,365,489
Total		\$2,365,489
Contractor Contingency - 5%		1,509,739
Owner Contingency - 5%		1,509,739
Total		\$3,019,478
ESTIMATE TOTAL		\$33,576,512

Town of Wellington
WTP Expansion – 90% Design
Exhibit C
Clarifications & Assumptions

Town of Wellington
WTP Expansion – 90% Design
Exhibit C
Clarifications and Assumptions

The following clarifications and assumptions pertain to the Water Treatment Plant Expansion Project 90% Design Documents Estimate dated February 2022:

GENERAL ITEMS

- ❑ The GMP (Guaranteed Maximum Price) is based on starting construction April 25th, 2022 with a Contract Award by April 15th, 2022.
- ❑ Larimer County Septic Permit and Stormwater Permits are included. All other permit costs are not included and are the responsibility of the owner.
- ❑ Special inspections, if required, are not included and to be paid for by Owner.
- ❑ Independent QA/QC testing firm services to be paid for by the Owner.
- ❑ No sales or use tax on permanent materials is included.
- ❑ All construction water is available on site at no additional cost to the Contractor.
- ❑ The GMP assumes a construction duration of 26 months to Final Completion, with Substantial completion 24 months after Notice to Proceed.
- ❑ It is assumed adequate temporary utilities for construction usage, including startup and testing will be available on site at no additional cost to the Contractor.
- ❑ Work regarding contaminated or hazardous materials, soil, or water is not included. Treating of contaminated ground or surface water prior to discharge is not included.
- ❑ A Contractor's Contingency is included in the GMP for the Contractor's exclusive use. An Owner's contingency is also included which will be for the exclusive use of the Owner. All unused Contractor's contingency will be returned to the Owner.
- ❑ Contractor will assist with all disinfection. BacT samples will be collected and paid for by Owner.
- ❑ Utilization of existing dewatering permit by the Town of Wellington and the cost of a separate permit is not included.
- ❑ The GMP is based on Colorado wage decision CO20220002, Feb. 25, 2022.
- ❑ 1 Year warranty included for all construction unless otherwise noted.
- ❑ Heavy equipment will be billed per the attached Equipment List Rates.

STRUCTURE

- ❑ Excess soils from excavations are to be utilized for backfill and spread on site. Export of soils is not included.
- ❑ Bedrock elevation is assumed as indicated on structural drawings.
- ❑ Handrail systems are included as top mounted, post applied, bolt down connections.
- ❑ We have assumed all basins can be leak tested concurrently to allow for backfill, and basins will be drained individually to allow for leak testing of interior, common walls.
- ❑ DeNeef Polyurethane Grout is included for concrete leak proofing. An allowance is included to complete the crack injection scope of work. Prior successful use of this product with Jacobs has been utilized on numerous projects.
- ❑ Wall construction joint layout per the Contract Documents have been utilized for pour sequences. However, the 10' minimum from corners and intersections with a 20' max is not achievable at some locations. Assumed joint layout will be submitted prior to final forming sequence.
- ❑ Pre-Engineered Metal Building will be provided as either a Chief or Alliance Building.
- ❑ Snow guards not included on metal building roofs.
- ❑ LinkSeal sleeves will be used for all pipe penetrations in concrete walls.
- ❑ Leak Testing of sedimentation basin can be completed prior to deck placement.
- ❑ BWW/EQ pump station will be moved to east to accommodate installation of leech field.
- ❑ No blasting is included. Assume that 350 Class excavator will remove bedrock.
- ❑ No masonry specification included. Masonry work is included as shown on the plans.

EQUIPMENT, BUILDINGS, ELECTRICAL, PLUMBING & HVAC

- ❑ Phase 1 Ozone Procurement scope is not included in the GMP.
- ❑ LOX and Liquid Nitrogen tank systems are leased directly to the Owner, capital purchase of this equipment is not included in the GMP.
- ❑ Fire sprinkler system will only be provided in Chemical Building per the Fire Protection drawing sheet 225-F-1010 provided. Notation of fire suppression system in Ozone Building per 250-A-3010 is assumed to be in error since fire suppression system drawings are not provided, therefore is not included.
- ❑ No painting included for stainless steel pipe.
- ❑ No painting of any PVC materials included.

- ❑ Eight remote valve actuator hand stations are included in the GMP.
- ❑ It is assumed that all process equipment will be provided with manufacturer's standard coatings.
- ❑ Basis of the GMP for the CO2 Tank Skid is per TOMCO2's standard specification.
- ❑ Basis of the GMP for the Flocculation & Sedimentation equipment is per Meurer Research's standard specifications for this application.
- ❑ Basis of the GMP for the Filter Underdrain system is per Leopold's standard specifications for this application.
- ❑ Chemical tubing carrier pipe included as 4" DR11 HDPE.
- ❑ Chemical fill pipe will terminate inside Chemical Building, chemical fill cabinets are not included.
- ❑ UL-142 sub base generator fuel tank is included, day tank for generator is not included.
- ❑ Settled water bypass pricing is not included in GMP, can be provided upon additional clarification.

SITE WORK

- ❑ Fencing shown around LOX is not required and not included.
- ❑ New Fencing is included based on remainder of scope to be completed that has not already been contracted directly with the Owner.
- ❑ 5' DIA manhole is included in the GMP in place of the FE injection vault.
- ❑ An allowance of \$30,000 is included in the GMP for Landscaping.

Town of Wellington
WTP Expansion – 90% Design
Exhibit D
Value Engineering

Trend Log

06-Apr-22

N/A

Log No.: 01									
Status Definition: A= Approved P = Pending R = Rejected									
Project Sector: Project Sector Description:		Action		Trend Value	Pending Deduct Cost Estimates	Total Accepted VE Savings	Rejected Additive Trend Estimates	Rejected Deductive Trend Estimates	Remarks
		Status	Date						
TE #	Description								
1.01	Ozone Contact Pipe Material Substitution	R	3/23/2022	TBD					Project team decision that 316SS included in GMP was best value
1.02	Delete 1/4" Amplitude on Concrete, Light sandblast included	P	3/23/2022	(200,000)					Still in Review
1.03	HVAC Controls Revision	P	3/23/2022	TBD					Still in Review
1.04	Finished Water Pump Sulzer Substitute	P	3/23/2022	(40,000)					Still in Review
1.05	Treatment Building Exterior Concrete Stain Delete	A	3/22/2022	(23,000)		(23,000)			Accepted.
1.06	Delete Form Savers & Future Concrete Expansion	P	3/22/2022	TBD					Still in Review
1.07	Overflow Pipe Delete	A	3/23/2022	(100,000)		(100,000)			Accepted. Overflows still included but pipe and valves deleted.
1.08	HVAC Ductwork Material Change	P	3/23/2022	TBD					Still in Review
1.09	Submersible Pump Substitution to Sulzer(Not NSF)	P	3/23/2022	(15,000)					Still in Review
1.10	Delete Grind & Grout Rub Exterior Treatment Building Walls, Grind Fins & Patch 1" Diam Voids	A	3/23/2022	(40,000)		(40,000)			Accepted. Wall preperation deleted due to concrete stain delete.
1.11	Delete Expansion Fittings on Poly Tanks on Vent, Overflow & Fill. Not required per Tank Supplier	A	3/23/2022	(23,000)		(23,000)			Accepted. Letter for tank vendor will provided with submittal stating this is acceptable
	TOTAL CONSTRUCTION COST					186,000			
	SECONDARY UNIT COST						Total Rejected Add Trends	Total Rejected Deduct Trends	

Town of Wellington
WTP Expansion – 90% Design
Exhibit E
GMP Detail

Wellington WTF-90% Design GMP - Revised

 HP Estimate Detail Backup Report
 Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

			Total	
Description			Unit cost	Amount
0000 General Conditions				
1050.100 - 10	SWMP Permit & Management	24.00 mo	1,700.00	\$40,800
1050.100 - 10	Septic Tank Permit	1.00 ls	1,600.00	\$1,600
1065.100 - 10	Survey & Layouts	1.00 ls	58,450.00	\$58,450
1100.100 - 12	Field Engineer	24.00 mo	10,630.00	\$255,120
1100.100 - 12	Office Engineer	18.00 mo	11,380.00	\$204,840
1100.100 - 13	Project Engineer	24.00 mo	12,900.00	\$309,600
1100.100 - 14	Project Manager	24.00 mo	15,750.00	\$378,000
1100.100 - 14	Project Director	6.00 mo	18,350.00	\$110,100
1102.100 - 14	Superintendent	24.00 mo	17,950.00	\$430,800
1102.100 - 16	Area Superintendent	24.00 mo	13,050.00	\$313,200
1104.100 - 1	Foreman	12.00 mo	10,945.00	\$131,340
1104.100 - 1	Foreman	6.00 mo	10,945.00	\$65,670
1104.100 - 1	Foreman	6.00 mo	10,945.00	\$65,670
1106.100 - 20	Project Coordinator	9.00 mo	9,127.00	\$82,143
1250.100 - 12	Field Office Trailer	24.00 mo	2,500.00	\$60,000
1255.100 - 100	Office Supply & Equip -GC	1.00 ls	8,900.00	\$8,900
1255.100 - 30	Copier	1.00 ls	8,400.00	\$8,400
1260.100 - 20	Temporary Toilets	24.00 mo	1,550.00	\$37,200
1260.100 - 20	Temporary Utilities	24.00 mo	2,791.00	\$66,984
1270.100 - 10	Safety Logistics	104.00 wk	1,036.50	\$107,796
1270.100 - 10	AED	24.00 mo	200.00	\$4,800
1300.100 - 14	Final Cleaning	1.00 ls	37,200.00	\$37,200
1300.100 - 46	Dump Fees LS	1.00 ls	34,000.00	\$34,000
1380.100 - 10	Mob/Demob	1.00 ls	58,500.00	\$58,500
1400.100 - 10	Start-Up	15.00 day	1,000.00	\$15,000
1460.100 - 12	Testing	1.00 ls	3,200.00	\$3,200
1470.100 - 10	Winter Conditions	6.00 mo	11,800.00	\$70,800
1600.100 - 10	Trucking	1.00 wk	10,850.00	\$10,850
1622.100 - 10	Fuels - Gas	104.00 wk	800.00	\$83,200
1622.100 - 12	Fuels - Diesel	104.00 wk	850.00	\$88,400
0000 General Conditions Subtotal			SF	\$3,142,563
0100 Owned Equipment				
1900.005 - 50	500 Gal. Fuel Tank 5084.01	24.00 mo	150.00	\$3,600
1900.025 - 10	Pull Behind Trailer	24.00 mo	195.00	\$4,680
1900.025 - 45	Connex Box	24.00 mo	1,250.00	\$30,000
1900.120 - 20	120T Rough Terrain Crane	8.00 mo	34,730.00	\$277,840
1900.140 - 10	Jobsite Gator	24.00 mo	650.00	\$15,600
1900.140 - 10	Jobsite Truck	24.00 mo	1,500.00	\$36,000
0100 Owned Equipment Subtotal			SF	\$367,720
0240 Sitework				
2110.210 - -sub	Sub - Sitework Liners	1.00 ls	155,000.00	\$155,000
2110.210 - -sub	Sub - Sitework Pond Grading	1.00 ls	177,000.00	\$177,000
2223.100 - 12	Site Demo	1.00 ls	35,643.20	\$35,643
2230.100 - 12	Clear and Grub Site -Medium	5.00 ac	2,648.55	\$13,243

Wellington WTF-90% Design GMP - Revised

HP Estimate Detail Backup Report
 Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

Description		Quantity	Total	
			Unit cost	Amount
2240.110 - 10	Well Points & Dewatering	1.00	ls	\$80,050.38
2315.925 - 100	Pond Fill Sand	683.00	cy	\$23.40
2315.925 - 100	CLSM	130.00	cy	\$21,970.00
2315.925 - 200	Pond Granular Fill	450.00	cy	\$31.20
2315.925 - 200	Roadbase	3,107.00	cy	\$117,010.37
2315.925 - 300	CLSM	700.00	cy	\$209.00
2315.925 - 300	CLSM	750.00	cy	\$126,750.16
2315.925 - 300	Fill Gravel Process	1,500.00	cy	\$8.45
2315.925 - 300	Fill Gravel Process	3,200.00	cy	\$8.45
2316.201 - 40	Site Exc Earth-Backhoe/Truck	2,900.00	cy	\$18.02
2316.201 - 40	Site Exc Earth-Backhoe/Truck	300.00	cy	\$54.07
2316.201 - 40	Site Exc Earth-Backhoe/Truck	500.00	cy	\$63.46
2316.201 - 40	Site Exc Earth-Backhoe/Truck	311.11	cy	\$39.33
2317.105 - 10	Bldg Excavation to Stockpile	4,900.00	cy	\$15.85
2502.010 - 10	Trench Excav & Lay Pipe 8-10'	140.00	lf	\$116.07
2502.010 - 10	Trench Excav & Lay Pipe 8-10'	288.00	lf	\$103.57
2502.010 - 10	Trench Excav & Lay Pipe 8-10'	80.00	lf	\$256.18
2502.010 - 12	Trench Excav & Lay Pipe 10-12'	605.00	lf	\$109.45
2502.010 - 12	Trench Excav & Lay Pipe 10-12'	235.00	lf	\$111.07
2502.010 - 12	Trench Excav & Lay Pipe 10-12'	30.00	lf	\$295.91
2502.010 - 12	Trench Excav & Lay Pipe 10-12'	40.00	lf	\$276.18
2502.010 - 12	Trench Excav & Lay Pipe 10-12'	40.00	lf	\$170.12
2502.010 - 12	Trench Excav & Lay Pipe 10-12'	295.00	lf	\$96.07
2502.010 - 14	Trench Excav & Lay Pipe 12-14'	85.00	lf	\$154.76
2502.010 - 14	Trench Excav & Lay Pipe 12-14'	100.00	lf	\$280.21
2502.010 - 14	Trench Excav & Lay Pipe 12-14'	80.00	lf	\$269.52
2502.010 - 20	Trench Excav & Lay Pipe 18-20	300.00	lf	\$212.14
2502.010 - 20	Trench Excav & Lay Pipe 18-20	430.00	lf	\$177.71
2502.010 - 22	Trench Excav & Lay Pipe 20-22	140.00	lf	\$118.57
2502.010 - 22	Trench Excav & Lay Pipe 20-22	200.00	lf	\$217.14
2502.010 - 4	Trench Excav & Lay Pipe 0- 4'	470.00	lf	\$32.22
2502.010 - 6	Trench Excav & Lay Pipe 4- 6'	80.00	lf	\$256.18
2502.010 - 6	Trench Excav & Lay Pipe 4- 6'	1,100.00	lf	\$37.43
2502.010 - 6	Trench Excav & Lay Pipe 4- 6'	900.00	lf	\$38.43
2502.010 - 6	Trench Excav & Lay Pipe 4- 6'	235.00	lf	\$78.85
2502.010 - 6	Trench Excav & Lay Pipe 4- 6'	40.00	lf	\$85.39
2502.010 - 6	Trench Excav & Lay Pipe 4- 6'	60.00	lf	\$74.85
2502.010 - 8	Trench Excav & Lay Pipe 6- 8'	205.00	lf	\$92.40
2502.010 - 8	Trench Excav & Lay Pipe 6- 8'	300.00	lf	\$64.05
2502.010 - 8	Trench Excav & Lay Pipe 6- 8'	150.00	lf	\$93.57
2502.010 - 8	Trench Excav & Lay Pipe 6- 8'	220.00	lf	\$62.38
2502.010 - 8	Trench Excav & Lay Pipe 6- 8'	130.00	lf	\$62.38
2502.012 - b 8	Trench Box 8' Deep	205.00	lf	\$4.00
2502.012 - b 8	Trench Box 8' Deep	80.00	lf	\$4.00
2502.012 - b 8	Trench Box 8' Deep	300.00	lf	\$4.00
2502.012 - b 8	Trench Box 8' Deep	150.00	lf	\$4.00

Wellington WTF-90% Design GMP - Revised

HP Estimate Detail Backup Report
Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

Description			Total	
			Unit cost	Amount
2502.012 - b 8	Trench Box	8' Deep	1,100.00 lf	4.00 \$4,400
2502.012 - b 8	Trench Box	8' Deep	900.00 lf	4.00 \$3,600
2502.012 - b 8	Trench Box	8' Deep	235.00 lf	4.00 \$940
2502.012 - b 8	Trench Box	8' Deep	40.00 lf	4.00 \$160
2502.012 - b 8	Trench Box	8' Deep	60.00 lf	4.00 \$240
2502.012 - b 8	Trench Box	8' Deep	220.00 lf	4.00 \$880
2502.012 - b 8	Trench Box	8' Deep	130.00 lf	4.00 \$520
2502.012 - b 10	Trench Box	10' Deep	140.00 lf	4.00 \$560
2502.012 - b 10	Trench Box	10' Deep	100.00 lf	4.00 \$400
2502.012 - b 10	Trench Box	10' Deep	80.00 lf	4.00 \$320
2502.012 - b 12	Trench Box	12' Deep	605.00 lf	4.00 \$2,420
2502.012 - b 12	Trench Box	12' Deep	235.00 lf	4.00 \$940
2502.012 - b 12	Trench Box	12' Deep	40.00 lf	4.00 \$160
2502.012 - b 12	Trench Box	12' Deep	40.00 lf	4.00 \$160
2502.012 - b 12	Trench Box	12' Deep	295.00 lf	4.00 \$1,180
2502.012 - b 14	Trench Box	14' Deep	85.00 lf	4.00 \$340
2502.012 - b 14	Trench Box	14' Deep	100.00 lf	4.00 \$400
2502.012 - b 14	Trench Box	14' Deep	80.00 lf	4.00 \$320
2502.012 - b 20	Trench Box	20' Deep	300.00 lf	4.00 \$1,200
2502.012 - b 20	Trench Box	20' Deep	430.00 lf	7.00 \$3,010
2502.012 - b 22	Trench Box	22' Deep	140.00 lf	4.00 \$560
2502.012 - b 22	Trench Box	22' Deep	200.00 lf	4.00 \$800
2502.014 - 50	Utility Bed Peastone		191.49 cy	50.02 \$9,579
2502.014 - 50	Utility Bed Peastone		64.00 cy	39.00 \$2,496
2502.014 - 50	Utility Bed Peastone		39.45 cy	39.00 \$1,538
2502.014 - 50	Utility Bed Peastone		28.18 cy	38.99 \$1,099
2502.014 - 50	Utility Bed Peastone		64.36 cy	39.00 \$2,510
2502.014 - 50	Utility Bed Peastone		39.45 cy	39.00 \$1,538
2502.014 - 50	Utility Bed Peastone		23.95 cy	39.00 \$934
2502.014 - 50	Utility Bed Peastone		61.06 cy	39.00 \$2,381
2502.014 - 50	Utility Bed Peastone		91.58 cy	39.00 \$3,572
2502.014 - 50	Utility Bed Peastone		134.24 cy	39.00 \$5,235
2502.014 - 50	Utility Bed Peastone		9.16 cy	38.99 \$357
2502.014 - 50	Utility Bed Peastone		12.21 cy	39.00 \$476
2502.014 - 50	Utility Bed Peastone		30.53 cy	39.00 \$1,191
2502.014 - 50	Utility Bed Peastone		23.61 cy	39.00 \$921
2502.014 - 50	Utility Bed Peastone		21.21 cy	39.00 \$827
2502.014 - 50	Utility Bed Peastone		20.45 cy	39.00 \$798
2502.014 - 50	Utility Bed Peastone		10.23 cy	38.98 \$399
2502.014 - 50	Utility Bed Peastone		90.06 cy	39.00 \$3,512
2502.014 - 50	Utility Bed Peastone		76.69 cy	39.00 \$2,991
2502.014 - 50	Utility Bed Peastone		39.77 cy	39.00 \$1,551
2502.014 - 50	Utility Bed Peastone		291.66 cy	39.00 \$11,375
2502.014 - 50	Utility Bed Peastone		238.63 cy	39.00 \$9,306
2502.014 - 50	Utility Bed Peastone		66.21 cy	39.00 \$2,582
2502.014 - 50	Utility Bed Peastone		10.95 cy	39.01 \$427

Wellington WTF-90% Design GMP - Revised

HP Estimate Detail Backup Report
Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

Description		Quantity	Total	
			Unit cost	Amount
2502.014 - 50	Utility Bed Peastone	15.34 cy	38.99	\$598
2502.014 - 50	Utility Bed Peastone	58.33 cy	39.00	\$2,275
2502.014 - 50	Utility Bed Peastone	33.23 cy	39.00	\$1,296
2502.014 - 50	Utility Bed Peastone	141.29 cy	39.00	\$5,510
2502.016 - 50	Utility Cover Peastone	191.49 cy	50.02	\$9,579
2502.016 - 50	Utility Cover Peastone	64.00 cy	39.00	\$2,496
2502.016 - 50	Utility Cover Peastone	39.45 cy	39.00	\$1,538
2502.016 - 50	Utility Cover Peastone	28.18 cy	38.99	\$1,099
2502.016 - 50	Utility Cover Peastone	64.36 cy	39.00	\$2,510
2502.016 - 50	Utility Cover Peastone	39.45 cy	39.00	\$1,538
2502.016 - 50	Utility Cover Peastone	23.95 cy	39.00	\$934
2502.016 - 50	Utility Cover Peastone	61.06 cy	39.00	\$2,381
2502.016 - 50	Utility Cover Peastone	91.58 cy	39.00	\$3,572
2502.016 - 50	Utility Cover Peastone	134.24 cy	39.00	\$5,235
2502.016 - 50	Utility Cover Peastone	9.16 cy	38.99	\$357
2502.016 - 50	Utility Cover Peastone	12.21 cy	39.00	\$476
2502.016 - 50	Utility Cover Peastone	30.53 cy	39.00	\$1,191
2502.016 - 50	Utility Cover Peastone	23.61 cy	39.00	\$921
2502.016 - 50	Utility Cover Peastone	21.21 cy	39.00	\$827
2502.016 - 50	Utility Cover Peastone	20.45 cy	39.00	\$798
2502.016 - 50	Utility Cover Peastone	10.23 cy	38.98	\$399
2502.016 - 50	Utility Cover Peastone	90.06 cy	39.00	\$3,512
2502.016 - 50	Utility Cover Peastone	76.69 cy	39.00	\$2,991
2502.016 - 50	Utility Cover Peastone	39.77 cy	39.00	\$1,551
2502.016 - 50	Utility Cover Peastone	291.66 cy	39.00	\$11,375
2502.016 - 50	Utility Cover Peastone	238.63 cy	39.00	\$9,306
2502.016 - 50	Utility Cover Peastone	66.21 cy	39.00	\$2,582
2502.016 - 50	Utility Cover Peastone	10.95 cy	39.01	\$427
2502.016 - 50	Utility Cover Peastone	15.34 cy	38.99	\$598
2502.016 - 50	Utility Cover Peastone	58.33 cy	39.00	\$2,275
2502.016 - 50	Utility Cover Peastone	33.23 cy	39.00	\$1,296
2502.016 - 50	Utility Cover Peastone	141.29 cy	39.00	\$5,510
2511.201 - c 6	DI Pipe MJ - Class 52 6	80.00 lf	307.00	\$24,560
2511.201 - c 6	DI Pipe MJ - Class 52 6	40.00 lf	453.00	\$18,120
2511.201 - c 6	DI Pipe MJ - Class 52 6	60.00 lf	48.00	\$2,880
2511.201 - c 6	DI Pipe MJ - Class 52 6	130.00 lf	82.00	\$10,660
2511.201 - c 8	DI Pipe MJ - Class 52 8	80.00 lf	479.00	\$38,320
2511.201 - c 8	DI Pipe MJ - Class 52 8	150.00 lf	65.00	\$9,750
2511.201 - c 8	DI Pipe MJ - Class 52 8	1,100.00 lf	74.00	\$81,400
2511.201 - c 8	DI Pipe MJ - Class 52 8	220.00 lf	88.00	\$19,360
2511.201 - c 10	DI Pipe MJ - Class 52 10	235.00 lf	126.89	\$29,819
2511.201 - c 10	DI Pipe MJ - Class 52 10	40.00 lf	117.00	\$4,680
2511.201 - c 12	DI Pipe MJ - Class 52 12	55.00 lf	416.12	\$22,887
2511.201 - c 12	DI Pipe MJ - Class 52 8	288.00 lf	69.00	\$19,872
2511.201 - c 12	DI Pipe MJ - Class 52 12	140.00 lf	396.58	\$55,521
2511.201 - c 12	DI Pipe MJ - Class 52 12	85.00 lf	214.97	\$18,272

Wellington WTF-90% Design GMP - Revised

HP Estimate Detail Backup Report
 Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

Description		Quantity	Total	
			Unit cost	Amount
2511.201 - c 12	DI Pipe MJ - Class 52 12	235.00 lf	126.00	\$29,610
2511.201 - c 16	DI Pipe MJ - Class 52 16	80.00 lf	885.41	\$70,833
2511.201 - c 20	DI Pipe MJ - Class 52 20	200.00 lf	418.22	\$83,645
2511.201 - c 20	DI Pipe MJ - Class 52 20	300.00 lf	481.28	\$144,384
2511.201 - c 20	DI Pipe MJ - Class 52 20	30.00 lf	647.90	\$19,437
2511.201 - c 20	DI Pipe MJ - Class 52 20	40.00 lf	608.00	\$24,320
2511.201 - c 20	DI Pipe MJ - Class 52 20	100.00 lf	1,348.30	\$134,830
2511.201 - c 20	DI Pipe MJ - Class 52 20	295.00 lf	270.00	\$79,650
2511.201 - c 24	DI Pipe MJ - Class 52 24	205.00 lf	517.00	\$105,985
2511.201 - c 24	DI Pipe MJ - Class 52 24	430.00 lf	385.90	\$165,937
2511.201 - c 30	Stainless Steel OZ Pipe	605.00 lf	1,115.12	\$674,647
2511.214 - c 12	DI MJ Std Wgt 45 12	1.00 ea	215.00	\$215
2511.214 - c 12	DI MJ Std Wgt 45 12	2.00 ea	215.00	\$430
2511.214 - c 20	DI MJ Std Wgt 45 20	6.00 ea	827.00	\$4,962
2511.214 - c 20	DI MJ Std Wgt 45 20	4.00 ea	827.00	\$3,308
2511.214 - c 24	DI MJ Std Wgt 45 24	4.00 ea	1,150.00	\$4,600
2511.214 - d 6	DI MJ Std Wgt 90 6	6.00 ea	75.00	\$450
2511.214 - d 6	DI MJ Std Wgt 90 6	1.00 ea	75.00	\$75
2511.214 - d 8	DI MJ Std Wgt 90 8	4.00 ea	110.00	\$440
2511.214 - d 10	DI MJ Std Wgt 90 10	2.00 ea	160.00	\$320
2511.214 - d 16	DI MJ Std Wgt 90 16	4.00 ea	420.00	\$1,680
2511.214 - d 20	DI MJ Std Wgt 90 20	1.00 ea	827.00	\$827
2511.214 - d 20	DI MJ Std Wgt 90 20	1.00 ea	827.00	\$827
2511.214 - d 20	DI MJ Std Wgt 90 20	3.00 ea	827.00	\$2,481
2511.214 - d 20	DI MJ Std Wgt 90 20	2.00 ea	827.00	\$1,654
2511.214 - d 24	DI MJ Std Wgt 90 24	2.00 ea	1,150.00	\$2,300
2511.214 - d 24	DI MJ Std Wgt 90 24	4.00 ea	1,150.00	\$4,600
2511.214 - d 30	DI MJ Std Wgt 90 30	7.00 ea	1.00	\$7
2511.220 - 10	DI MJ Std Wgt Tee 10	1.00 ea	285.00	\$285
2511.220 - 10	DI MJ Std Wgt Tee 10	1.00 ea	285.00	\$285
2511.220 - 12	DI MJ Std Wgt Tee 12	1.00 ea	380.00	\$380
2511.220 - 16	DI MJ Std Wgt Tee 16	1.00 ea	680.00	\$680
2511.220 - 20	DI MJ Std Wgt Tee 20	1.00 ea	1,300.00	\$1,300
2511.220 - 2006	DI MJ Std Wgt Tee 20x6	1.00 ea	1,250.00	\$1,250
2511.220 - 2012	DI MJ Std Wgt Tee 20x12	4.00 ea	1,260.00	\$5,040
2511.220 - 2012	DI MJ Std Wgt Tee 20x12	1.00 ea	1,260.00	\$1,260
2511.220 - 6	DI MJ Std Wgt Tee 6	1.00 ea	130.00	\$130
2511.220 - 6	DI MJ Std Wgt Tee 6	1.00 ea	130.00	\$130
2511.220 - 8	DI MJ Std Wgt Tee 8	1.00 ea	177.00	\$177
2511.220 - 8	DI MJ Std Wgt Tee 8	19.00 ea	177.00	\$3,363
2511.226 - 10	DI MJ Std Wgt Cross 10	1.00 ea	285.00	\$285
2511.226 - 16	DI MJ Std Wgt Cross 16	1.00 ea	1,015.00	\$1,015
2511.230 - 1008	DI MJ Std Wgt Red 10x8	1.00 ea	177.00	\$177
2511.230 - 1608	DI MJ Std Wgt Red 16x8	4.00 ea	570.00	\$2,280
2511.330 - 2016	DI MJ Compact Red 20x16	1.00 ea	1,030.00	\$1,030
2511.330 - 2420	DI MJ Compact Red 24x20	1.00 ea	1,240.00	\$1,240

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			Total	
Description			Unit cost	Amount
2512.601 - 6	PVC C-900 Pipe 6	300.00 lf	27.00	\$8,100
2512.601 - 8	PVC C-900 Pipe 8	900.00 lf	59.00	\$53,100
2519.150 - 10	Butterfly Valves 10"	2.00 ea	1,400.00	\$2,800
2519.150 - 12	Butterfly Valves 12"	2.00 ea	1,600.00	\$3,200
2519.150 - 20	Butterfly Valves 20"	2.00 ea	5,500.00	\$11,000
2531.004 - 10	Ozone Quench Vault	1.00 ea	98,544.30	\$98,544
2531.004 - 10	Manhole 4'	4.00 ea	6,676.51	\$26,706
2531.005 - 10	Manhole 5' Filter Effluent	1.00 ea	33,235.44	\$33,235
2531.010 - 10	BWW/EQ Valve Vault	1.00 ea	36,821.70	\$36,822
2531.010 - 10	BWW/EQ Lift Station	1.00 ea	36,253.87	\$36,254
2540.105 - 20	Septic Tanks	1.00 ls	22,000.00	\$22,000
2632.103 - g-18	RCP Class III Glipp Joint 18	472.00 lf	54.00	\$25,488
2820.980 - -sub	Sub - Fencing	1.00 ls	35,000.00	\$35,000
2900.990 - -sub	Sub - Landscaping	1.00 ls	30,000.00	\$30,000
0240 Sitework Subtotal		CUFT		\$4,363,558
0300 Concrete				
3200.980 - 101	Rebar Buy	1.00 ls	44,000.00	\$44,000
3200.980 - 101	Rebar Buy	1.00 ls	38,000.00	\$38,000
3200.980 - 101	Rebar Buy	1.00 ls	552,000.00	\$552,000
3300.990 - -sub	Sub - Concrete Labor	1.00 ls	280,000.00	\$280,000
3300.990 - -sub	Sub - Concrete Labor	1.00 ls	170,000.00	\$170,000
3300.990 - -sub	Sub -BWW/EQ Slab Sub	1.00 ls	7,084.14	\$7,084
3300.990 - -sub	Sub - Concrete Forming	1.00 ls	2,332,000.00	\$2,332,000
3300.990 - -sub	Site Concrete	1.00 ls	221,270.00	\$221,270
3310.100 - 20	Filter Grout	20.00 cy	183.45	\$3,669
3310.100 - 35	3500 psi Pipe Encasement	48.00 cy	183.45	\$8,806
3310.100 - 35	3500 psi Thrust Blocks	30.00 cy	305.45	\$9,164
3310.100 - 35	3500 psi Concrete	312.00 cy	147.00	\$45,864
3310.100 - 45	4500 psi Concrete	351.00 cy	143.85	\$50,491
3310.100 - 45	4500 psi Concrete	212.00 cy	143.85	\$30,496
3310.100 - 45	4500 psi Concrete	2,266.00 cy	136.36	\$309,000
3995.100 - 2	Concrete Pump	1.00 ls	95,800.00	\$95,800
3995.100 - 2	Concrete Pump	1.00 ls	9,800.00	\$9,800
3995.100 - 2	Concrete Pump	1.00 ls	14,800.00	\$14,800
0300 Concrete Subtotal		CUYD		\$4,222,244
0420 Masonry				
4000.980 - -sub	Sub - Masonry Subcontr	1.00 ls	36,000.00	\$36,000
4000.980 - -sub	Sub - Masonry Subcontr	1.00 ls	15,000.00	\$15,000
4000.980 - -sub	Sub- Retaining Walls	1.00 ls	70,000.00	\$70,000
0420 Masonry Subtotal		SF		\$121,000
0550 Metals				
5510.100 - 10	Misc Metals	1.00 ls	264,380.00	\$264,380
5510.100 - 10	FRP Stair & Landings	1.00 ls	107,138.00	\$107,138
5510.100 - 10	FRP Stairs & Aluminum Handrail	1.00 ls	54,898.00	\$54,898
5520.100 - 10	Pipe Bollards	1.00 ls	15,684.14	\$15,684

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Description		Quantity	Total	
			Unit cost	Amount
0550 Metals Subtotal		SF		\$442,100
0720 Thermal & Moisture Protection				
7100.100 - -sub	Sub - Waterproofing	1.00 ls	3,600.00	\$3,600
7100.100 - -sub	Sub - Waterproofing	1.00 ls	23,500.00	\$23,500
7100.100 - -sub	Sub - Waterproofing	1.00 ls	23,500.00	\$23,500
7920.200 - -sub	Sub - Caulking	1.00 ls	17,000.00	\$17,000
0720 Thermal & Moisture Protection Subtotal		SF		\$67,600
0810 Doors, Frames and Hardware				
8110.200 - 10	Install HM Single Frames	1.00 ls	12,423.00	\$12,423
8110.925 - 10	Purchase HM Doors & Frames	1.00 ls	38,400.00	\$38,400
8110.925 - 10	Purchase HM Doors & Frames	1.00 ls	26,800.00	\$26,800
8360.100 - 10	Overhead Doors Sub	1.00 ea	14,000.00	\$14,000
0810 Doors, Frames and Hardware Subtotal		LEAF		\$91,623
0990 Finishes				
9250.980 - -sub	Sub - Drywall	1.00 ls	55,000.00	\$55,000
9250.980 - -sub	Sub - Drywall	1.00 ls	23,314.00	\$23,314
9250.980 - -sub	Sub - Drywall	1.00 ls	3,255.00	\$3,255
9910.100 - -sub	Sub - Painting	1.00 ls	118,000.00	\$118,000
9910.100 - -sub	Sub - Painting	1.00 ls	131,500.00	\$131,500
9910.100 - -sub	Sub - Painting	1.00 ls	43,500.00	\$43,500
9910.100 - -sub	Sub - Painting Clearwell	1.00 ls	6,500.00	\$6,500
9910.100 - -sub	Sub - Painting	1.00 ls	10,000.00	\$10,000
9910.100 - -sub	Sub - Pipe Labeling	1.00 ls	31,000.00	\$31,000
0990 Finishes Subtotal		SF		\$422,069
1118 Equipment				
11210.310 - 50	Triplex Recycle Pump Station Skid	1.00 ls	186,589.70	\$186,590
11210.314 - 50	Rapid Mix Injection Pump 1 & 2	2.00 ea	8,727.40	\$17,455
11210.314 - 50	Backwash Injection Pump	1.00 ea	8,727.40	\$8,727
11210.314 - 50	Ozone Quench Vault Injection Pump	1.00 ea	8,727.40	\$8,727
11210.314 - 50	SHC Jet Mix Pump	1.00 ea	8,727.40	\$8,727
11210.450 - 100	Smith & Loveless Pump 10300, 10400	2.00 ea	61,443.98	\$122,888
11210.500 - 100	Vertical Turbine Pumps	1.00 ea	80,300.70	\$80,301
11210.550 - 100	Sump Pumps	1.00 ls	550.00	\$550
11210.714 - 12	Submersible Pump BWV/EQ	2.00 ea	36,027.60	\$72,055
11220.100 - 100	Flocculator System	1.00 ls	261,168.00	\$261,168
11220.100 - 200	Plate Settler System	1.00 ea	273,530.20	\$273,530
11220.100 - 300	Sludge Collection System	1.00 ea	248,342.50	\$248,343
11240.001 - 100	Chemical Feeding Units	1.00 ls	163,097.50	\$163,098
11240.001 - 100	Flouride Improvements	1.00 ls	500.00	\$500
11260.020 - 100	Carbon Dioxide System	1.00 ea	378,091.50	\$378,092
11270.010 - 100	Ozone Unit	1.00 ea	61,677.50	\$61,678
11270.010 - 100	LOX Unit	1.00 ea	213,585.00	\$213,585
11270.020 - 100	Filter Media & Underdrains	1.00 ls	998,284.00	\$998,284
11391.010 - 5	Air Scour Blowers	2.00 ea	6,934.50	\$13,869

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Description		Quantity	Total	
			Unit cost	Amount
11392.548 - 1	Misc Valves	1.00 ls	97,521.92	\$97,522
11392.548 - 1	Misc Equipment	1.00 ea	11,079.00	\$11,079
11392.548 - 1	Misc Equipment	1.00 ea	5,151.60	\$5,152
11501.006 - 100	Chemical Storage Tanks	8.00 ea	34,188.80	\$273,510
1118 Equipment Subtotal		SF		\$3,505,429
1330 Special Construction				
13122.100 - 10	Metal Building Sub	1.00 ls	790,000.00	\$790,000
13122.100 - 10	Metal Building Sub	1.00 ls	321,000.00	\$321,000
13122.100 - 10	Metal Building Sub	1.00 ls	249,000.00	\$249,000
1330 Special Construction Subtotal		SF		\$1,360,000
1420 Conveying				
14600.100 - -sub	Sub - Hoists & Cranes	1.00 ls	22,000.00	\$22,000
1420 Conveying Subtotal		STOP		\$22,000
1500 Mechanical & Plumbing				
15060.101 - b 05	Pipe Supports	1.00 ls	33,609.60	\$33,610
15060.101 - b 05	Pipe Supports	1.00 ls	178,795.00	\$178,795
15060.101 - b 05	Pipe Supports	1.00 ls	9,031.00	\$9,031
15060.101 - b 05	Pipe Supports	1.00 ls	17,332.20	\$17,332
15060.101 - b 05	BWW/EQ Pipe Supports	1.00 ls	3,963.70	\$3,964
15060.200 - b 20	Pipe Supports	1.00 ls	4,381.28	\$4,381
15060.222 - 35	Pipe Insulation Sub	1.00 ea	22,007.27	\$22,007
15110.036 - a 20	Valves Spare Parts & StartUp	1.00 ls	40,400.00	\$40,400
15110.036 - a 30	Butterfly Valve 3"	2.00 ea	960.00	\$1,920
15110.036 - a 40	FCV-50002 4" Butterfly	1.00 ea	6,800.00	\$6,800
15110.036 - a 60	Butterfly Valves 6" BWW/EQ	3.00 ea	535.50	\$1,607
15110.036 - a 80	FCV-40103 8" Butterfly	1.00 ea	8,100.00	\$8,100
15110.036 - a 80	FCV-40203 8" Butterfly	1.00 ea	8,100.00	\$8,100
15110.036 - a 80	FCV-40303 8" Butterfly	1.00 ea	8,100.00	\$8,100
15110.036 - a 80	FCV-40403 8" Butterfly	1.00 ea	8,100.00	\$8,100
15110.036 - a 80	FV-40104 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40105 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40106 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40204 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40205 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-20206 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40304 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40305 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40306 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40404 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40405 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a 80	FV-40406 8" Butterfly	1.00 ea	7,880.00	\$7,880
15110.036 - a100	FCV-10002 10" Butterfly	1.00 ea	8,650.00	\$8,650
15110.036 - a100	FCV-20001 10" Butterfly	1.00 ea	8,650.00	\$8,650
15110.036 - a100	Butterfly Valve 10"	1.00 ea	2,027.00	\$2,027
15110.036 - a120	Btly Lever Hdl Flg Wafer 12"	3.00 ea	2,340.00	\$7,020

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HP Estimate Detail Backup Report
 Project: Wellington WTF-90% Design GMP

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Description		Quantity	Total	
			Unit cost	Amount
15110.036 - a120	FV-40101 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40108 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40201 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40208 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40301 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40308 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40401 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	FV-40408 12" Butterfly	1.00 ea	9,100.00	\$9,100
15110.036 - a120	Butterfly Valve 12"	2.00 ea	5,500.00	\$11,000
15110.036 - a160	FCV-40107 16" Butterfly	1.00 ea	11,400.00	\$11,400
15110.036 - a160	FCV-40207 16" Butterfly	1.00 ea	12,900.00	\$12,900
15110.036 - a160	FCV-40307 16" Butterfly	1.00 ea	12,200.00	\$12,200
15110.036 - a160	FCV-40407 16" Butterfly	1.00 ea	12,200.00	\$12,200
15110.036 - a200	FV-40102 20" Butterfly	1.00 ea	14,890.00	\$14,890
15110.036 - a200	FV-40202 20" Butterfly	1.00 ea	14,890.00	\$14,890
15110.036 - a200	FV-40302 20" Butterfly	1.00 ea	14,890.00	\$14,890
15110.036 - a200	FV-40402 20" Butterfly	1.00 ea	14,890.00	\$14,890
15110.040 - d 40	FV-30102 4" Plug	1.00 ea	6,900.00	\$6,900
15110.040 - d 40	FV-30202 4" Plug	1.00 ea	6,900.00	\$6,900
15110.040 - d 60	FCV-30001 6" Plug	1.00 ea	7,240.00	\$7,240
15110.048 - a 05	ARV Valves	1.00 ls	18,500.00	\$18,500
15110.054 - b 60	Check Valves 6" BWV/EQ	2.00 ea	2,080.00	\$4,160
15110.054 - b100	Check Valve 10"	1.00 ea	5,570.00	\$5,570
15110.054 - b120	Check Valve 12"	2.00 ea	18,900.00	\$37,800
15120.116 - 40	Strainer CI Srd 4"	1.00 ea	2,894.50	\$2,895
15203.002 - 1001	DI Flange Pipe 10" x 1'	1.00 ea	142.79	\$143
15203.002 - 1004	DI Flange Pipe 10" x 4'	2.00 ea	191.16	\$382
15203.002 - 1006	DI Flange Pipe 10" x 6'	3.00 ea	222.25	\$667
15203.002 - 1016	DI Flange Pipe 10" x 16'	1.00 ea	130,865.00	\$130,865
15203.002 - 1201	DI Flange Pipe 12" x 1'	1.00 ea	4,601.49	\$4,601
15203.002 - 1201	DI Flange Pipe 12" x 1'	1.00 ea	33,522.66	\$33,523
15203.002 - 1201	DI Flange Pipe 12" x 1'	3.00 ea	496.55	\$1,490
15203.002 - 1202	DI Flange Pipe 12" x 2'	1.00 ea	514.97	\$515
15203.002 - 1202	DI Flange Pipe 12" x 2'	1.00 ea	192.31	\$192
15203.002 - 1204	DI Flange Pipe 12" x 4'	2.00 ea	229.16	\$458
15203.002 - 1205	DI Flange Pipe 12" x 5'	1.00 ea	247.59	\$248
15203.002 - 2001	DI Flange Pipe 20" x 1'	8.00 ea	663.31	\$5,306
15203.002 - 2002	DI Flange Pipe 20" x 2'	1.00 ea	94,205.00	\$94,205
15203.002 - 2002	DI Flange Pipe 20" x 2'	1.00 ea	700.16	\$700
15203.002 - 2002	DI Flange Pipe 20" x 2'	1.00 ea	700.16	\$700
15203.002 - 2002	DI Flange Pipe 20" x 2'	5.00 ea	700.16	\$3,501
15203.002 - 2002	DI Flange Pipe 20" x 2'	1.00 ea	30,145.06	\$30,145
15203.002 - 2002	DI Flange Pipe 20" x 2'	1.00 ea	229,810.00	\$229,810
15203.002 - 2002	DI Flange Pipe 20" x 2'	1.00 ea	700.16	\$700
15203.002 - 2003	DI Flange Pipe 20" x 3'	1.00 ea	738.16	\$738
15203.002 - 2003	DI Flange Pipe 20" x 3'	1.00 ea	20,341.66	\$20,342

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Description		Quantity	Total	
			Unit cost	Amount
15203.002 - 2004	DI Flange Pipe 20" x 4'	1.00 ea	29,213.01	\$29,213
15203.002 - 2004	DI Flange Pipe 20" x 4'	1.00 ea	147,820.00	\$147,820
15203.002 - 2004	DI Flange Pipe 20" x 4'	4.00 ea	775.01	\$3,100
15203.002 - 2010	DI Flange Pipe 20" x 10'	1.00 ea	997.27	\$997
15203.002 - 2012	DI Flange Pipe 20" x 12'	1.00 ea	10,912.37	\$10,912
15203.002 - 2014	DI Flange Pipe 20" x 14'	1.00 ea	1,145.82	\$1,146
15203.002 - 2016	DI Flange Pipe 20" x 16'	1.00 ea	1,219.52	\$1,220
15203.002 - 2401	DI Flange Pipe 24" x 1'	5.00 ea	738.16	\$3,691
15203.002 - 2401	DI Flange Pipe 24" x 1'	1.00 ea	248,545.55	\$248,546
15203.002 - 2401	DI Flange Pipe 24" x 1'	1.00 ea	738.16	\$738
15203.002 - 2403	DI Flange Pipe 24" x 3'	1.00 ea	822.23	\$822
15203.002 - 2403	DI Flange Pipe 24" x 3'	2.00 ea	822.23	\$1,644
15203.002 - 2403	DI Flange Pipe 24" x 3'	1.00 ea	822.23	\$822
15203.002 - 2404	DI Flange Pipe 24" x 4'	2.00 ea	864.84	\$1,730
15203.002 - 2410	DI Flange Pipe 24" x 10'	2.00 ea	89,755.10	\$179,510
15203.002 - 401	DI Flange Pipe 3" x 1'	2.00 ea	47.21	\$94
15203.002 - 401	DI Flange Pipe 4" x 1'	1.00 ea	5,437.00	\$5,437
15203.002 - 401	DI Flange Pipe 4" x 1'	1.00 ea	7,102.01	\$7,102
15203.002 - 401	DI Flange Pipe 4" x 1'	1.00 ea	47.21	\$47
15203.002 - 401	DI Flange Pipe 4" x 1'	1.00 ea	9,067.00	\$9,067
15203.002 - 402	DI Flange Pipe 4" x 2'	1.00 ea	54.12	\$54
15203.002 - 402	DI Flange Pipe 4" x 2'	1.00 ea	7,108.92	\$7,109
15203.002 - 402	DI Flange Pipe 4" x 2'	1.00 ea	54.12	\$54
15203.002 - 402	DI Flange Pipe 4" x 2'	1.00 ea	54.12	\$54
15203.002 - 403	DI Flange Pipe 4" x 3'	2.00 ea	61.03	\$122
15203.002 - 406	DI Flange Pipe 4" x 6'	2.00 ea	80.61	\$161
15203.002 - 406	DI Flange Pipe 4" x 6'	1.00 ea	80.61	\$81
15203.002 - 409	DI Flange Pipe 4" x 9'	1.00 ea	100.18	\$100
15203.002 - 601	DI Flange Pipe 6" x 1'	1.00 ea	7,267.40	\$7,267
15203.002 - 601	DI Flange Pipe 6" x 1'	2.00 ea	72.55	\$145
15203.002 - 602	DI Flange Pipe 6" x 2'	1.00 ea	81.76	\$82
15203.002 - 602	DI Flange Pipe 6" x 2'	1.00 ea	81.76	\$82
15203.002 - 602	DI Flange Pipe 6" x 2'	1.00 ea	2,900.00	\$2,900
15203.002 - 602	DI Flange Pipe 6" x 2'	4.00 ea	81.76	\$327
15203.002 - 602	DI Flange Pipe 6" x 2'	1.00 ea	81.76	\$82
15203.002 - 603	DI Flange Pipe 6" x 3'	1.00 ea	28,578.00	\$28,578
15203.002 - 606	DI Flange Pipe 6" x 6'	4.00 ea	118.61	\$474
15203.002 - 606	DI Flange Pipe 6" x 6'	1.00 ea	118.61	\$119
15203.002 - 801	DI Flange Pipe 8" x 1'	4.00 ea	102.49	\$410
15203.002 - 801	DI Flange Pipe 8" x 1'	8.00 ea	102.49	\$820
15203.002 - 802	DI Flange Pipe 8" x 2'	4.00 ea	114.00	\$456
15203.002 - 810	DI Flange Pipe 8" x 10'	1.00 ea	15,384.33	\$15,384
15203.013 - 20	DI Flanged 45 ell 20"	1.00 ea	1.00	\$1
15203.014 - 12	DI Flanged 90 ell 12"	4.00 ea	682.95	\$2,732
15203.014 - 12	DI Flanged 90 ell 12"	4.00 ea	290.00	\$1,160
15203.014 - 20	DI Flanged 90 ell 20"	1.00 ea	56.00	\$56

Wellington WTF-90% Design GMP - Revised

HP Estimate Detail Backup Report
Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

			Total	
Description			Unit cost	Amount
15203.014 - 20	DI Flanged 90 ell 20"	1.00 ea	56.00	\$56
15203.014 - 20	DI Flanged 90 ell 20"	5.00 ea	56.00	\$280
15203.014 - 24	DI Flanged 90 ell 24"	8.00 ea	56.00	\$448
15203.014 - 24	DI Flanged 90 ell 24"	4.00 ea	56.00	\$224
15203.014 - 4	DI Flanged 90 ell 4"	6.00 ea	62.00	\$372
15203.014 - 4	DI Flanged 90 ell 4"	3.00 ea	62.00	\$186
15203.014 - 4	DI Flanged 90 ell 4"	7.00 ea	62.00	\$434
15203.014 - 6	DI Flanged 90 ell 6"	1.00 ea	103.00	\$103
15203.014 - 6	DI Flanged 90 ell 6"	2.00 ea	103.00	\$206
15203.014 - 8	DI Flanged 90 ell 8"	1.00 ea	154.00	\$154
15203.014 - 8	DI Flanged 90 ell 8"	8.00 ea	154.00	\$1,232
15203.020 - 2006	DI Flanged Tee 20x6"	4.00 ea	1,331.00	\$5,324
15203.020 - 2006	DI Flanged Tee 20x6"	2.00 ea	1,331.00	\$2,662
15203.020 - 2008	DI Flanged Tee 20x8"	4.00 ea	1,347.00	\$5,388
15203.020 - 2016	DI Flanged Tee 20x16"	1.00 ea	1,671.00	\$1,671
15203.020 - 24	DI Flanged Tee 24"	1.00 ea	11,212.75	\$11,213
15203.020 - 3	DI Flanged Tee 3"	1.00 ea	110.69	\$111
15203.020 - 3	DI Flanged Tee 3"	1.00 ea	56.00	\$56
15203.020 - 3	DI Flanged Tee 3"	1.00 ea	56.00	\$56
15203.020 - 3	DI Flanged Tee 3"	2.00 ea	250.00	\$500
15203.020 - 4	DI Flanged Tee 4"	1.00 ea	56.00	\$56
15203.020 - 604	DI Flanged Tee 6x4"	2.00 ea	1.00	\$2
15203.020 - 8	DI Flanged Tee 8"	8.00 ea	56.00	\$448
15203.020 - 804	DI Flanged Tee 8x4"	1.00 ea	223.00	\$223
15203.026 - 20	DI Flanged Cross 20"	2.00 ea	2,438.00	\$4,876
15203.026 - 8	DI Flanged Cross 8"	1.00 ea	1.00	\$1
15203.030 - 604	DI Flanged Con Red 6x4"	1.00 ea	1.00	\$1
15203.030 - 804	DI Flanged Con Red 8x4"	1.00 ea	1.00	\$1
15203.032 - 2016	DI Flanged Ecc Red 20x16"	1.00 ea	1.00	\$1
15205.001 - 2	Stainless Steel Pipe Air Scour/CO2	1.00 ls	157,610.40	\$157,610
15205.001 - 2	Stainless Steel Pipe	1.00 ls	252,465.60	\$252,466
15205.001 - 2	Filter Influent	1.00 ls	195,094.03	\$195,094
15215.102 - 01	PVC Pipe, Tubing & Valves	1.00 ls	130,469.10	\$130,469
15300.004 - -Sub	Sprinkler Sub	1.00 ls	345,000.00	\$345,000
15540.002 - 10	Heat Trace	1.00 ls	6,000.00	\$6,000
15540.002 - 10	Heat Trace	1.00 ls	14,000.00	\$14,000
15801.000 - 002	HVAC & Plumbing Sub	1.00 ls	408,522.00	\$408,522
15801.000 - 002	HVAC & Plumbing Sub	1.00 ls	801,145.00	\$801,145
15801.000 - 002	HVAC & Plumbing Sub	1.00 ls	538,997.00	\$538,997
1500 Mechanical & Plumbing Subtotal		GSF		\$4,922,466
2600 Electrical				
16000.001 - -sub	Sitework/Ductbank/Pump Stations	1.00 ls	1,073,259.00	\$1,073,259
16000.001 - -sub	Treatment Building	1.00 ls	945,525.00	\$945,525
16000.001 - -sub	Chemical Building	1.00 ls	428,330.00	\$428,330
16000.001 - -sub	Ozone Building	1.00 ls	284,058.00	\$284,058

Wellington WTF-90% Design GMP - Revised

HP Estimate Detail Backup Report
Project: Wellington WTF-90% Design GMP

Report Date: 4/7/2022

Revision:

Description		Quantity	Total	
			Unit cost	Amount
16000.001 - -sub	Finished Water	1.00 ls	25,350.00	\$25,350
16000.001 - -sub	Raw Water	1.00 ls	10,328.00	\$10,328
16000.001 - -sub	Integration & Instrumentation	1.00 ls	816,839.00	\$816,839
16000.001 - -sub	Electrical Gear Package	1.00 ls	820,136.00	\$820,136
16000.001 - -sub	Generator	1.00 ls	405,798.00	\$405,798
2600 Electrical Subtotal		GSF		\$4,809,623
		Subtotal		\$27,859,995
Value Engineering				
	Value Engineering Savings			(-\$186,000)
		Subtotal		\$27,673,995
Markups				
	Small Tools & Equip			\$115,209
	Sales Tax			\$40,089
	Builders Risk			\$75,826
	Performance & Payment Bond			\$138,370
	General Liability Insurance			\$148,056
	Profit & Overhead			\$2,365,489
	Contractor Contingency			\$1,509,739
	Owner Contingency			\$1,509,739
		ESTIMATE TOTAL		\$33,576,512

Town of Wellington
WTP Expansion – 90% Design
Exhibit F
Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 1, 2022			Qtr 2, 2022				Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024		
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
1		Notice to Proceed	0 days	Wed 4/15/22	Wed 4/15/22																																					
2		Contract Award	0 days	Wed 4/15/22	Wed 4/15/22																																					
3		Submittals	109 days	Wed 4/15/22	Mon 9/12/22																																					
30		Procurement	239 days	Tue 5/3/22	Fri 3/31/23																																					
56		Construction	520 days	Mon 4/25/22	Fri 4/19/24																																					
57		Mobilization/Site Prep	36 days	Mon 4/25/22	Mon 6/13/22																																					
58		Mobilization	16 days	Mon 4/25/22	Mon 5/16/22																																					
59		Survey & Layout	2 days	Tue 5/17/22	Wed 5/18/22																																					
60		Utility Locates/Potholing	5 days	Thu 5/19/22	Wed 5/25/22																																					
61		Install SWMP BMPs	6 days	Thu 5/26/22	Thu 6/2/22																																					
62		Clear and Grub	4 days	Fri 6/3/22	Wed 6/8/22																																					
63		Install Dewatering	9 days	Thu 6/9/22	Tue 6/21/22																																					
64		Early Site Work	38 days	Wed 6/22/22	Fri 8/12/22																																					
65		New Septic Field Install	15 days	Wed 6/22/22	Tue 7/12/22																																					
66		Relocate 4"/6" Sanitary Sewer	5 days	Wed 7/13/22	Tue 7/19/22																																					
67		Septic Transfer & Demo Existing	5 days	Wed 7/20/22	Tue 7/26/22																																					
68		Relocate 8" Backwash	8 days	Wed 7/27/22	Fri 8/5/22																																					
69		Relocate 6" Sludge	5 days	Mon 8/8/22	Fri 8/12/22																																					
70		Site Work	340 days	Mon 8/15/22	Fri 12/1/23																																					
71		Fire Pump Station & Pipeline	15 days	Mon 8/15/22	Fri 9/2/22																																					
72		Recycle Pump Station & Pipeline	20 days	Mon 9/5/22	Fri 9/30/22																																					
73		Raw Water Pump Station	7 days	Mon 10/3/22	Tue 10/11/22																																					
74		20" RW	18 days	Wed 10/12/22	Fri 11/4/22																																					
75		12" Drain	7 days	Mon 11/7/22	Tue 11/15/22																																					
76		24" FE	20 days	Wed 11/16/22	Tue 12/13/22																																					
77		FE Chemical Injection MH	5 days	Wed 12/14/22	Tue 12/20/22																																					
78		20" BWW	10 days	Wed 12/21/22	Tue 1/3/23																																					
79		12" BWW	5 days	Wed 1/4/23	Tue 1/10/23																																					
80		20" BWS	15 days	Wed 1/11/23	Tue 1/31/23																																					
81		10" FTW	7 days	Wed 2/1/23	Thu 2/9/23																																					
82		Electrical Duct & Gear	40 days	Fri 2/10/23	Thu 4/6/23																																					
83		Chemical Ductbank	10 days	Fri 4/7/23	Thu 4/20/23																																					

Project: Project1 Date: Thu 3/24/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

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ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024		
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
84		24" SW	5 days	Fri 4/21/23	Thu 4/27/23																																				
85		30" OW	22 days	Fri 4/28/23	Mon 5/29/23																																				
86		Ozone Quench Vault	6 days	Tue 5/30/23	Tue 6/6/23																																				
87		Solids Drying Beds	100 days	Fri 6/16/23	Thu 11/2/23	Connell																																			
88		6" RCY	5 days	Wed 6/7/23	Tue 6/13/23																																				
89		8" RCY	10 days	Wed 6/14/23	Tue 6/27/23																																				
90		8" BWW	8 days	Wed 6/28/23	Fri 7/7/23																																				
91		8" USL	5 days	Mon 7/10/23	Fri 7/14/23																																				
92		BWW Ponds	40 days	Mon 7/17/23	Fri 9/8/23																																				
93		Backwash EQ station	20 days	Mon 9/11/23	Fri 10/6/23																																				
94		Demo Existing Drying Bed	5 days	Mon 10/9/23	Fri 10/13/23																																				
95		Final Grading	10 days	Mon 10/16/23	Fri 10/27/23																																				
96		Concrete Flatwork	10 days	Mon 10/30/23	Fri 11/10/23																																				
97		Gravel Surfacing	5 days	Mon 11/13/23	Fri 11/17/23																																				
98		Site Restoration	10 days	Mon 11/20/23	Fri 12/1/23																																				
99		Treatment Building	493 days	Thu 6/9/22	Mon 4/29/24																																				
100		Structure	493 days	Thu 6/9/22	Mon 4/29/24																																				
101		Excavation/Underground Utilities	233 days	Thu 6/9/22	Mon 5/1/23																																				
102		Excavation	16 days	Thu 6/9/22	Thu 6/30/22																																				
103		Under-Slab Piping	34 days	Fri 7/1/22	Wed 8/17/22																																				
104		Subgrade Prep FG SOG	3 days	Thu 8/18/22	Mon 8/22/22																																				
105		Subgrade Prep Rapid Mix SOG	3 days	Thu 9/22/22	Mon 9/26/22																																				
106		Subgrade Prep FLOC/SED SOG	3 days	Wed 10/26/22	Fri 10/28/22																																				
107		Backfill	5 days	Tue 4/25/23	Mon 5/1/23																																				
108		Concrete	279 days	Tue 8/23/22	Fri 9/15/23																																				
109		Lower FG SOG Edge Forms	3 days	Tue 8/23/22	Thu 8/25/22																																				
110		Lower FG SOG Rebar	10 days	Fri 8/26/22	Thu 9/8/22																																				
111		Lower FG SOG Placement	3 days	Fri 9/9/22	Tue 9/13/22																																				
112		Rapid Mix stem wall forms	1 day	Wed 9/14/22	Wed 9/14/22																																				
Project: Project1 Date: Thu 3/24/22		Task		Project Summary		Manual Task		Start-only		Deadline																															
		Split		Inactive Task		Duration-only		Finish-only		Progress																															
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																															
		Summary		Inactive Summary		Manual Summary		External Milestone																																	
Page 2																																									

ID	Task Mode	Task Name	Duration	Start	Finish																																				
						Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024		
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
113		Rapid Mix stem wall Rebar	2 days	Thu 9/15/22	Fri 9/16/22											Concrete Crew A																									
114		Rapid Mix stem wall Placement	3 days	Mon 9/19/22	Wed 9/21/22											Concrete Crew A																									
115		Rapid Mix SOG Edge forms	4 days	Tue 9/27/22	Fri 9/30/22											Concrete Crew A																									
116		Rapid Mix SOG Rebar	5 days	Mon 10/3/22	Fri 10/7/22											Concrete Crew A																									
117		Rapid Mix SOG Placement	3 days	Mon 10/10/22	Wed 10/12/22											Concrete Crew A																									
118		RM/FLOC/SED Stem Wall Rebar & Formwork	6 days	Thu 10/13/22	Thu 10/20/22											Concrete Crew A																									
119		RM/FLOC/SED Stem Placement #1	3 days	Fri 10/21/22	Tue 10/25/22											Concrete Crew A																									
120		FLOC/SED SOG Edge forms	5 days	Mon 10/31/22	Fri 11/4/22											Concrete Crew A																									
121		FLOC/SED SOG Rebar	15 days	Mon 11/7/22	Fri 11/25/22											Concrete Crew A																									
122		FLOC/SED SOG Placement	3 days	Mon 11/28/22	Wed 11/30/22											Concrete Crew A																									
123		FLOC/SED Wall Rebar & Formwork	7 days	Thu 12/1/22	Fri 12/9/22											Concrete Crew A																									
124		FLOC/SED Wall Placement #1	3 days	Mon 12/12/22	Wed 12/14/22											Concrete Crew A																									
125		FLOC/SED Wall Rebar & Formwork	7 days	Thu 12/15/22	Fri 12/23/22											Concrete Crew A																									
126		FLOC/SED Wall Placement #2	3 days	Mon 12/26/22	Wed 12/28/22											Concrete Crew A																									
127		FLOC/SED Wall Rebar & Formwork	7 days	Thu 12/29/22	Fri 1/6/23											Concrete Crew A																									
128		FLOC/SED Wall Placement #3	3 days	Mon 1/9/23	Wed 1/11/23											Concrete Crew A																									
129		FLOC/SED Wall Rebar & Formwork	7 days	Thu 1/12/23	Fri 1/20/23											Concrete Crew A																									
130		FLOC/SED Wall Placement #4	3 days	Mon 1/23/23	Wed 1/25/23											Concrete Crew A																									
131		Leak Testing	15 days	Thu 1/26/23	Wed 2/15/23																																				
132		FG/RM Wall Rebar & Formwork	6 days	Thu 1/26/23	Thu 2/2/23											Concrete Crew A																									
Project: Project1 Date: Thu 3/24/22		Task		Project Summary		Manual Task		Start-only		Deadline																															
		Split		Inactive Task		Duration-only		Finish-only		Progress																															
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																															
		Summary		Inactive Summary		Manual Summary		External Milestone																																	
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ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
133			FG/RM Wall Placement #2	3 days	Fri 2/3/23	Tue 2/7/23																Concrete Crew A																				
134			FG/RM Wall Rebar & Formwork	6 days	Wed 2/8/23	Wed 2/15/23																Concrete Crew A																				
135			FG/RM Wall Placement #3	3 days	Thu 2/16/23	Mon 2/20/23																Concrete Crew A																				
136			FG/RM Wall Rebar & Formwork	6 days	Tue 2/21/23	Tue 2/28/23																Concrete Crew A																				
137			FG/RM Wall Placement #4	3 days	Wed 3/1/23	Fri 3/3/23																Concrete Crew A																				
138			FG/RM Wall Rebar & Formwork	6 days	Mon 3/6/23	Mon 3/13/23																Concrete Crew A																				
139			FG/RM Wall Placement #5	3 days	Tue 3/14/23	Thu 3/16/23																Concrete Crew A																				
140			FG/RM Wall Rebar & Formwork	6 days	Fri 3/17/23	Fri 3/24/23																Concrete Crew A																				
141			FG/RM Wall Placement #6	3 days	Mon 3/27/23	Wed 3/29/23																Concrete Crew A																				
142			FG/RM Wall Rebar & Formwork	6 days	Thu 3/30/23	Thu 4/6/23																Concrete Crew A																				
143			FG/RM Wall Placement #7	3 days	Fri 4/7/23	Tue 4/11/23																Concrete Crew A																				
144			FG/RM Wall Rebar & Formwork	6 days	Wed 4/12/23	Wed 4/19/23																Concrete Crew A																				
145			FG/RM Wall Placement #8	3 days	Thu 4/20/23	Mon 4/24/23																Concrete Crew A																				
146			Filter Leak Test	10 days	Tue 4/25/23	Mon 5/8/23																																				
147			Suspended Slab Shoring Install	29 days	Tue 5/9/23	Fri 6/16/23																Concrete Crew A																				
148			Suspended Slab Rebar	24 days	Mon 6/19/23	Thu 7/20/23																Concrete Crew A																				
149			Suspended Slab Placement #1	3 days	Fri 7/21/23	Tue 7/25/23																Concrete Crew A																				
150			Suspended Slab Placement #2	5 days	Wed 7/26/23	Tue 8/1/23																Concrete Crew A																				
151			Suspended Slab Placement #3	3 days	Wed 8/2/23	Fri 8/4/23																Concrete Crew A																				
152			Suspended Slab Placement #4	5 days	Mon 8/7/23	Fri 8/11/23																Concrete Crew A																				
153			Suspended Slab Shoring Stripping	25 days	Mon 8/14/23	Fri 9/15/23																																				
Project: Project1 Date: Thu 3/24/22			Task		Project Summary		Manual Task		Start-only		Deadline																															
			Split		Inactive Task		Duration-only		Finish-only		Progress																															
			Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																															
			Summary		Inactive Summary		Manual Summary		External Milestone																																	
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ID	Task Mode	Task Name	Duration	Start	Finish																																			
						Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
154		PEMB	194 days	Wed 8/2/23	Mon 4/29/24																																			
155		Metal Building Erection	80 days	Wed 8/2/23	Tue 11/21/23																																			
156		Electrical Room	45 days	Wed 11/22/23	Tue 1/23/24																																			
157		Misc Metals	25 days	Wed 12/13/23	Fri 2/9/24																																			
158		Plumbing/HVAC	114 days	Wed 11/22/23	Mon 4/29/24																																			
159		Process	192 days	Tue 4/25/23	Wed 1/17/24																																			
160		Filter Gallery Piping	92 days	Tue 4/25/23	Wed 8/30/23																																			
161		Pipe Supports	20 days	Thu 8/31/23	Wed 9/27/23																																			
162		Electrical & Instrumentation	80 days	Thu 9/28/23	Wed 1/17/24																																			
163		Pipe Coating	30 days	Thu 8/31/23	Wed 10/11/23																																			
164		Filter Media & Underdrains Install	40 days	Tue 6/6/23	Mon 7/31/23																																			
165		Flocculator Install	18 days	Thu 8/31/23	Mon 9/25/23																																			
166		Plate Settler Install	20 days	Tue 9/26/23	Mon 10/23/23																																			
167		CO2 System Install	22 days	Tue 10/24/23	Wed 11/22/23																																			
168		Sludge Collection Install	15 days	Thu 11/23/23	Wed 12/13/23																																			
169		Rapid Mix Install	5 days	Thu 12/14/23	Wed 12/20/23																																			
170		Blower Install	5 days	Thu 12/21/23	Wed 12/27/23																																			
171		Start up	20 days	Thu 12/28/23	Wed 1/24/24																																			
172		Start up and Commissioning	20 days	Thu 12/28/23	Wed 1/24/24																																			
173		Chemical Building	328 days	Tue 6/28/22	Thu 9/28/23																																			
174		Structure	190 days	Mon 10/17/22	Fri 7/7/23																																			
175		Excavation/Underground Utilities	75 days	Mon 10/17/22	Fri 1/27/23																																			
176		Excavation	5 days	Mon 10/17/22	Fri 10/21/22																																			
177		Subgrade Prep Sumps	5 days	Mon 10/24/22	Wed 11/2/22																																			
178		Subgrade Prep SOG/footers	5 days	Fri 11/11/22	Thu 11/17/22																																			
179		Backfill MECH/ELEC	2 days	Mon 1/16/23	Tue 1/17/23																																			
180		Under-Slab Piping	5 days	Wed 1/18/23	Tue 1/24/23																																			
181		Backfill BLDG	3 days	Wed 1/25/23	Fri 1/27/23																																			
182		Concrete	68 days	Tue 11/1/22	Thu 2/2/23																																			
183		SUMP Edge Forms	1 day	Thu 11/3/22	Thu 11/3/22																																			
184		SUMP Rebar	2 days	Fri 11/4/22	Mon 11/7/22																																			
Project: Project1 Date: Thu 3/24/22		Task		Project Summary		Manual Task		Start-only		Deadline		Split		Inactive Task		Duration-only		Finish-only		Progress		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress		Summary		Inactive Summary		Manual Summary		External Milestone		
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ID	Task Mode	Task Name	Duration	Start	Finish																																			
						Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
185		SUMP Placement	3 days	Tue 11/8/22	Thu 11/10/22																																			
186		SOG/footer Edge Forms	5 days	Fri 11/18/22	Thu 11/24/22																																			
187		SOG/footer Rebar	5 days	Fri 11/25/22	Thu 12/1/22																																			
188		SOG/footer Placement #1	3 days	Fri 12/2/22	Tue 12/6/22																																			
189		SOG/footer Rebar	5 days	Wed 12/7/22	Tue 12/13/22																																			
190		SOG Placement #2	3 days	Wed 12/14/22	Fri 12/16/22																																			
191		Wall Rebar & Formwork	5 days	Mon 12/19/22	Fri 12/23/22																																			
192		Wall Placement #1	3 days	Mon 12/26/22	Wed 12/28/22																																			
193		Wall Rebar & Formwork	3 days	Thu 12/29/22	Mon 1/2/23																																			
194		Wall Placement #2	3 days	Tue 1/3/23	Thu 1/5/23																																			
195		Wall Rebar & Formwork	3 days	Fri 1/6/23	Tue 1/10/23																																			
196		Wall Placement #3	3 days	Wed 1/11/23	Fri 1/13/23																																			
197		MECH/ELEC SOG Rebar	3 days	Wed 1/18/23	Fri 1/20/23																																			
198		MECH/ELEC SOG Placement	3 days	Mon 1/23/23	Wed 1/25/23																																			
199		Equipment/Tank Pads	10 days	Thu 1/26/23	Wed 2/8/23																																			
200		PEMB	115 days	Mon 1/30/23	Fri 7/7/23																																			
201		Metal Building Erection	40 days	Mon 1/30/23	Fri 3/24/23																																			
202		Masonry Walls	20 days	Mon 3/27/23	Fri 4/21/23																																			
203		Misc Metals	12 days	Thu 2/23/23	Fri 3/10/23																																			
204		Plumbing & Sprinkler System	15 days	Mon 3/27/23	Fri 4/14/23																																			
205		Plumbing/HVAC	75 days	Mon 3/27/23	Fri 7/7/23																																			
206		Process	102 days	Thu 2/9/23	Fri 6/30/23																																			
207		Chemical Tank Install	10 days	Thu 2/9/23	Wed 2/22/23																																			
208		Chemical Piping & Pumps	44 days	Mon 3/27/23	Thu 5/25/23																																			
209		Electrical & Instrumentation	70 days	Mon 3/27/23	Fri 6/30/23																																			
210		Start up	10 days	Mon 7/3/23	Fri 7/14/23																																			
211		Start up and Commissioning	10 days	Mon 7/3/23	Fri 7/14/23																																			

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Date: Thu 3/24/22

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

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ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
212		Ozone Building	273 days	Fri 1/27/23	Tue 2/13/24																																			
213		Structure	210 days	Fri 1/27/23	Thu 11/16/23																																			
214		Excavation/Underground Utilities	100 days	Fri 1/27/23	Thu 6/15/23																																			
215		Containment Area	13 days	Fri 1/27/23	Tue 2/14/23																																			
216		Excavation	4 days	Fri 1/27/23	Wed 2/1/23																																			
217		Subgrade Prep	1 day	Thu 2/2/23	Thu 2/2/23																																			
218		24" SW / 30" OW	5 days	Fri 2/3/23	Tue 2/14/23																																			
219		FF at Grade	39 days	Mon 4/24/23	Thu 6/15/23																																			
220		Subgrade Prep Footers	2 days	Mon 4/24/23	Tue 5/2/23																																			
221		Subgrade Prep SOG	3 days	Tue 5/23/23	Thu 5/25/23																																			
222		Backfill structure	3 days	Tue 6/13/23	Thu 6/15/23																																			
223		Concrete	74 days	Mon 2/27/23	Thu 6/8/23																																			
224		Containment Area	40 days	Mon 2/27/23	Fri 4/21/23																																			
225		SOG Edge Forms	3 days	Mon 2/27/23	Wed 3/1/23																																			
226		SOG Rebar	5 days	Thu 3/2/23	Wed 3/8/23																																			
227		SOG Placement	3 days	Thu 3/9/23	Mon 3/13/23																																			
228		Wall Rebar & Formwork	10 days	Tue 3/14/23	Mon 3/27/23																																			
229		Wall Placement #1	7 days	Tue 3/28/23	Wed 4/5/23																																			
230		Wall Placement #2	7 days	Thu 4/6/23	Fri 4/14/23																																			
231		Leak test	5 days	Mon 4/17/23	Fri 4/21/23																																			
232		FF at Grade	27 days	Wed 5/3/23	Thu 6/8/23																																			
233		Footer Placement	7 days	Wed 5/3/23	Thu 5/11/23																																			
234		Foundation wall Placement	7 days	Fri 5/12/23	Mon 5/22/23																																			
235		SOG rebar	3 days	Fri 5/26/23	Tue 5/30/23																																			
236		SOG Placement	7 days	Wed 5/31/23	Thu 6/8/23																																			
237		PEMB	110 days	Fri 6/16/23	Thu 11/16/23																																			
238		Metal Building Erection	40 days	Fri 6/16/23	Thu 8/10/23																																			
239		Misc Metals	60 days	Fri 8/11/23	Thu 11/2/23																																			
240		Plumbing/HVAC	70 days	Fri 8/11/23	Thu 11/16/23																																			
241		Process	73 days	Fri 11/3/23	Tue 2/13/24																																			

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ID	Task Mode	Task Name	Duration	Start	Finish																																										
						Qtr 1, 2022				Qtr 2, 2022				Qtr 3, 2022				Qtr 4, 2022				Qtr 1, 2023				Qtr 2, 2023				Qtr 3, 2023				Qtr 4, 2023				Qtr 1, 2024				Qtr 2, 2024				Qtr 3, 2024	
						Jan	Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Jan	Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
242		Ozone Equipment Install	28 days	Fri 11/3/23	Tue 12/12/23																																										
243		Electrical & Instrumentation	35 days	Wed 12/13/23	Tue 1/30/24																																										
244		Pipe Coating	10 days	Wed 1/31/24	Tue 2/13/24																																										
245		Start up	10 days	Wed 1/31/24	Tue 2/13/24																																										
246		Start up and Commissioning	10 days	Wed 1/31/24	Tue 2/13/24																																										
247		LOX	46 days	Wed 12/13/23	Wed 2/14/24																																										
248		Structure	15 days	Wed 12/13/23	Tue 1/2/24																																										
249		Subgrade Prep Pad	5 days	Wed 12/13/23	Tue 12/19/23																																										
250		Equip Pad Placement	10 days	Wed 12/20/23	Tue 1/2/24																																										
251		Process	18 days	Mon 1/8/24	Wed 1/31/24																																										
252		Set Tank/Vaporizers	5 days	Mon 1/8/24	Fri 1/12/24																																										
253		LOX/GOX piping	13 days	Mon 1/15/24	Wed 1/31/24																																										
254		Start up	10 days	Thu 2/1/24	Wed 2/14/24																																										
255		Start up and Commissioning	10 days	Thu 2/1/24	Wed 2/14/24																																										
256		Start up & Commissioning	342 days	Fri 4/7/23	Mon 7/29/24																																										
257		Fire Pump Station	5 days	Fri 4/7/23	Thu 4/13/23																																										
258		Recycle Pump	5 days	Fri 4/14/23	Thu 4/20/23																																										
259		Raw Water Pump	5 days	Fri 4/21/23	Thu 4/27/23																																										
260		Solids Drying Bed	5 days	Fri 4/28/23	Thu 5/4/23																																										
261		BW EQ Pump Station	5 days	Fri 5/5/23	Thu 5/11/23																																										
262		HVAC	5 days	Tue 4/30/24	Mon 5/6/24																																										
263		Substantial Completion	0 days	Mon 5/6/24	Mon 5/6/24																																										
264		Punchlist	60 days	Tue 5/7/24	Mon 7/29/24																																										
265		Final Completion	0 days	Mon 7/29/24	Mon 7/29/24																																										

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Town of Wellington
WTP Expansion – 90% Design
Exhibit G
Equipment Rates

Hensel Phelps Equipment Rates

Equip #	ITEM	MONTHLY CHARGE
Pick Ups/Vehicles		
Varies	Truck (Diesel)	\$1,500
Varies	Truck (Gas)	\$1,200
Varies	Auto Allowance (PD/PM/SM)	\$1,200
Varies	Auto Allowance (PE)	\$850
Jobsite Transportation		
Varies	John Deer Gator	\$500
Varies	Polaris Side by Side	\$650
Heavy Equipment		
5055.01	1991 International Water Truck	\$3,200
5055.03	2007 Mack Granite 713	\$4,800
5072.02	2007 White Thawzall Heater Trailer	\$6,500
5072.03	2004 E3000 Ground Heater	\$6,500
5079.04	2017 QAS 25 Generator (In Service/Standby)	\$2,000
5090.12	08 Hitachi ZX350 Trackhoe	\$9,600
5090.13	Hydraulic Broom	\$635
5090.17	2012 John Deere 225D Excavator	\$6,750
5090.18	2013 JD 470 GLC Excavator	\$12,700
5090.20	CAT Street Sweeper	\$635
5091.02	2006 Grove RT18-01-535E Crane	\$7,384
5091.03	Spyder Crane	\$4,200
5092.03	2007 236B CAT Skid Steer	\$2,454
5092.04	08 CAT 246C Skid Steer Loader	\$2,675
5095.04	2017 JD 331G Track Skid Steer W/ Forks	\$3,800
5095.05	2017 JD 350 Excavator w/ TOPCON	\$10,400
HCC1.01	2000 246 CAT Skid Steer	\$1,050
HCC1.04	2008 305 CAT W/O Thumb	\$2,800
HCC1.06	2011 John Deere 35 D W/ Thumb	\$2,500
HCC1.07	2013 John Deere 624K Loader	\$5,630
HCC1.08	2012 John Deer 644 K w/ Forks	\$7,500
HCC1.10	2014 Hitachi ZX85 W/ Thumb	\$3,750
HCC1.11	2016 John Deere 60G W/ Thumb	\$3,025
HCC1.12	2017 JD 331G Track Skid Steer W/ Forks	\$3,800
5095.08	2019 Wacker Neuson Plate Compactor	\$1,500
5095.10	2019 Multiquip Plate Compactor	\$750
5095.11	2018 CAT CP44B Compactor	\$4,500
HCC1.13	2017 JD 524 K W/ Forks	\$5,000
HCC1.14	2015 JD 35G Compact Excavator	\$1,612
HCC1.15	2018 JD 244K Loader	\$2,950
Trailers		
5053.04	2000 Skid Steer Trailer (Blk Maxey)	\$195
5053.06	2001 Light Wt. Trailer (Maxey Trlr #2)	\$195

Hensel Phelps Equipment Rates

Equip #	ITEM	MONTHLY CHARGE
5053.07	1999 EZ Dump Trailer	\$969
5053.08	2007 Light Wt Sportrail Trailer (Flatbed)	\$195
5053.09	2007 Gooseneck Travalong Trailer (TN)	\$300
5053.10	2009 Maxey Tilt Trailer	\$195
5053.11	2008 Wells Cargo Trailer (Josh)	\$750
5053.12	2011 Wells Cargo 14' Road Force (Dustin)	\$750
5053.13	2012 Big Tex	\$500
5053.14	2017 Towmaster T-40 Trailer	\$1,265
Miscellaneous Equipment		
5057.03	5x5 Scaffolding (one section)	\$66
5057.04	Speedy Scaffolding (one section)	\$45
5057.05	Railguard System	\$450
5058.01	20' Trench Box	\$1,300
5058.02	7' Trench Box (2 ea.)	\$600
5058.04	Bedding Box	\$373
5058.05	8' Trench Bridge	\$192
5058.06	Trench Box Ladder Rack	\$120
5064.01	Ultrasonic Leak Test Sys (2ea)	\$250
5065.02	185CFM Towable Compressor	\$1,100
5065.04	Hydraulic Power Unit	\$750
5066.01	Cold Pressure Washer (Black)	\$432
5066.02	Hot Pressure Washer (Black-Mighty M)	\$698
5066.03	Cold Pressure Washer (Red)	\$432
5069.04	Auto Level	\$150
5069.05	Total Station	\$670
5069.06	Rugby Laser	\$400
5069.07	Pipe Laser	\$675
5069.08	Shaft Alignment Tool	\$167
5069.09	Rugby Laser	\$400
5069.10	Pentax Total Station	\$600
5069.11	TopCon GPS System	\$1,500
5069.12	TopCon GPS System w radio	\$1,500
5069.13	Auto Level 2015	\$150
5069.14	Ruby Laser (purch 6-12-17)	\$400
5069.15	LEICA CLX 600 Laser - CO	\$400
5072.01	Electric Milkhouse Heater	\$70
5073.02	3" Trash Pump	\$237
5073.04	4" Trash Pump	\$331
5074.01	3" Submersible Pump	\$250
5074.02	4" Submersible Pump	\$500
5074.03	6" Submersible Pump	\$1,000
5090.08	Trencher Skid Steer Attachment	\$145
5090.09	Con. Breaker Skid Steer Attachment	\$195

Hensel Phelps Equipment Rates

Equip #	ITEM	MONTHLY CHARGE
5090.10	Auger-McNillis(yellow)	\$62
5090.11	Auger-Bobcat (white)	\$62
5090.14	Compact Wheel-Hitachi	\$725
5090.19	Jib Boom (Loader)	\$675
5090.21	470G Compaction Wheel	\$800
5090.22	350 Compaction Wheel	\$802
5093.01	Floor Crane	\$950
5074.04	Hydrostatic Test Pump	\$685
5075.03	100# Propane Cylinder	\$26
5076.01	Cutting Torch Assembly	\$34
5077.03	18' Roust-About (2ea)	\$800
5077.04	15' Roust-About (3ea)	\$800
5077.05	Portable Gantry Crane	\$800
5078.01.8	Confined Space Equipment	\$800
5999.01	Light Tower Towable	\$625
5079.01	Portable Generator	\$125
5079.02	Honda EB2000	\$125
5080.01	Concrete Coring Machine	\$650
5080.02	2014 Hilti Concrete Coring Machine	\$1,250
5081.01	Concrete Floor Saw (walk behind)	\$1,500
5082.01	Victaulic Machine	\$2,000
5082.02	Rigid Pipe Threader	\$1,000
5083.01	Plasma Cutter	\$250
5084.01	500 Gallon Fuel Tank (2)	\$150
5084.02	100 Gallon Fuel Tank	\$20
5085.01	Hydraulic Torque Wrench & Pump	\$600
5085.02	Eductor	\$550
5097.01.9	Conex Box/Tools #1 (CO)	\$1,250
Office/Computers		
Varies	Konica Minotla Jobsite Copier	\$350
Varies	Computer/Software	\$450
Varies	iPad	\$100
Varies	Jobsite Camera	\$350

Town of Wellington
WTP Expansion – 90% Design
Exhibit H
List of Assumed Trade Partners



HENSEL PHELPS

Plan. Build. Manage.

Hensel Phelps - 90% GMP Trade Partner List

Project: Wellington WTP Expansion

Owner: Town of Wellington, Colorado

Division	Scope of Work	Assumed Trade Partner
Div. 00		
	Surveying	King Surveyors
Div. 01		
	Crane	Maxim Crane
Div. 03		
	Concrete	SCS
Div. 04		
	Masonry	Phoenix Masonry
Div. 07		
	Joint Sealants	Absolute Caulking
Div. 08		
	Rollup Doors	Gold Label Doors
Div. 09		
	Coatings Drywall & Framing	Coblaco Services Holsinger Drywall
Div. 13		
	Pre-Engineered Metal Building	TBD
Div. 14		
	Monorail Crane	Wazee Crane Co.
Div. 21		
	Fire Sprinkler	Frontier Fire Protection
Div. 22/23		
	Mechanical - HVAC & Plumbing	Murphy Mechanical
Div. 26		
	Electrical	TBD
Div. 32		
	Fence & Gates Modular Block Retaining Wall	Black Eagle Fence Slatten Brothers
Div. 33		
	HDPE Pond Liner	Simbek & Associates
Div. 40		
	Mechanical Pipe Insulation	E&H Insulation

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-1.01.A.10. Make the following revisions:

Delete “(a)”

In the first sentence delete “by Owner directly to Contractor”

Delete “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.”

SC-1.01. Renumber Paragraph 1.01.A.21 to 1.01.A.21.a. and add the following new paragraphs:

1.01.A.21.b. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR’s own terms. The GBR is a Contract Document.

1.01.A.21.c. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR’s content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraphs:

1.01.A.38.b. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have

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WATER TREATMENT PLANT EXPANSION

previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

SC-1.01.A.40:

In the first sentence delete “, in the opinion of Engineer,”

SC-1.01. Add the following language at the end of Paragraph 1.01.A.40:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) required functional, performance and acceptance, or startup testing has been successfully demonstrated for components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.

SC- 1.01.A.48:

Delete “and recommended by Engineer”

SC-1.02:

Delete paragraph B

Delete paragraph D.1.c

SC-2.01. Delete Paragraph 2.01.B and Paragraph 2.01.C in their entirety and insert the following in their place:

2.01.B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.01.C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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SC-2.02. Amend first sentence in Paragraph 2.02.A to read as follows:

Owner will furnish to Contractor one hard copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-3.01. Add the following new paragraph immediately after Paragraph 3.01.E:

3.01.F. Sections of Division 01, General Requirements, govern the execution of the Work of all sections of the Specifications.

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

SC-4.04.A.1:

Change to “Contractor shall notify Engineer (to the extent indicated in Paragraph 2.05) of proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.”

SC-4.05.C:

Change to first sentence to “If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Contractor and those for which Contractor is responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.”

SC-4.06. Add the following new paragraph immediately after Paragraph 4.05:

SC-4.06. *COVID-19 and Infectious Diseases*: The Contract Price and Contract Times: (i) are sufficient for Contractor to perform the Work based on currently known or reasonably anticipated disruptions caused by the disease known as COVID-19; and (ii) include Contractor’s compliance with all currently enacted governmental health orders and safety requirements associated with COVID-19. The Contract Price and Contract Times do not contemplate, and specifically exclude, all other cost or schedule impacts caused by COVID-19 or other infectious disease outbreaks, including, but not limited to, future changes to governmental health orders and safety requirements, future labor or material shortages that cannot be reasonably anticipated, or other future disruptions to the Work that cannot be reasonably anticipated. Such cost and schedule impacts will be negotiated by the parties and documented by a written Change Order, provided that to the extent the Contractor claims any delay in the commencement or the progress in the Work as a result of COVID-19 or an infectious disease outbreak, then such claims shall be asserted within the time required by, and shall otherwise comply with the requirements of, Paragraph 4.05.G.

SC-5.02.A.2:

Change bullet (c) to “to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and its officers, directors, members, partners, and employees from and against any such claim, and against all costs, losses, and damages (including but

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WATER TREATMENT PLANT EXPANSION

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 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."

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

5.03.C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

5.03.C.1. Report dated February 15, 2018, prepared by Soillogic, Inc., 3522 Draft Horse Court, Loveland, CO, entitled "Geotechnical Subsurface Exploration Report, Wellington Water Treatment Plant Improvements, Larimer County (Wellington), Colorado, Soillogic #18-1022," consisting of 55 pages. Technical Data contained in such report upon whose accuracy Contractor may rely are those indicated in the definition of Technical Data in the General Conditions.

5.03.C.2. Report dated July 7, 2021, prepared by Soillogic, Inc., 3522 Draft Horse Court, Loveland, CO, entitled "Revised Foundation Design Addendum Report, Wellington Water Treatment Plant Improvements, Larimer County (Wellington), Colorado, Soillogic #18-1022," consisting of 9 pages. Technical Data contained in such report upon whose accuracy Contractor may rely are those indicated in the definition of Technical Data in the General Conditions.

5.03.D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:

5.03.D.1. Drawings dated circa 1983, prepared by Taranto, Stanton, & Tagge, Consulting Engineers, Fort Collins, CO, entitled "Water System Improvements, Water Transmission Line," consisting of 20 sheets.

5.03.D.2. Drawings dated circa 1983, prepared by Taranto, Stanton, & Tagge, Consulting Engineers, Fort Collins, CO, entitled "Water System Improvements, Water Treatment Facility," consisting of 35 sheets.

5.03.D.3. Drawings dated circa 1983, prepared by Taranto, Stanton, & Tagge, Consulting Engineers, Fort Collins, CO, entitled "Town of Wellington, Water Treatment Facility, Raw Water Pump Station," consisting of 1 sheet.

5.03.D.4. Drawings dated December 11, 1984, prepared by Taranto, Stanton, & Tagge, Consulting Engineers, Fort Collins, CO, entitled "Water System Improvements, Water Treatment Facility, Drawings of Record" consisting of 34 sheets.

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5.03.D.5. Drawings dated June 1999, prepared by Rothberg, Tamburini & Winsor, Inc., Professional Engineers & Consultants, Denver, Colorado Springs, Steamboat Springs, entitled “Town of Wellington, Pretreatment Facility,” consisting of 22 sheets.

5.03.D.6. Drawings dated September 2001, prepared by Sear Brown, 209 South Meldrum, Fort Collins, CO, entitled “Water Treatment Facility Improvements, 80 Percent Set” consisting of 29 sheets.

5.03.D.7. Drawings dated March 2005, prepared by Stantec Consulting, 13952 Denver West Parkway, Building 53, Suite 150, Golden, CO, entitled “Town of Wellington Emergency, Water Treatment Plant, Raw Water Pump Station, New Intake Pipe Plan and Profile and Electrical Site Plan,” consisting of 1 sheet.

5.03.D.8. Drawings dated March 2005, prepared by Stantec Consulting, 209 South Meldrum Street, Fort Collins, CO, entitled “Work Order #10, New Raw Water Pump Station,” consisting of 7 sheets.

5.03.D.9. Drawings dated February 2006, prepared by Stantec Consulting, 209 South Meldrum Street, Fort Collins, CO, entitled “Work Order #11, Water Pretreatment Facility Improvements and 1.0 MG Tank Rehabilitation,” consisting of 7 sheets.

5.03.D.10. Drawings dated May 2008, prepared by Stantec Consulting, 2000 S. Colorado Blvd, Suite 2-300, Denver, CO, entitled “Work Order #12, Water Treatment Plant, Chemical Storage Building,” consisting of 25 sheets.

5.03.D.11. Drawings dated October 2008, prepared by Stantec Consulting, 2000 S. Colorado Blvd, Suite 2-300, Denver, CO, entitled “Work Order #12, Water Treatment Plant, Microfiltration Improvements, Record Drawings,” consisting of 8 sheets.

SC-5.04. Delete Paragraph 5.04 in its entirety and insert the following in its place:

SC-5.04 Differing Subsurface or Physical Conditions:

5.04.A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

5.04.A.1. Differs materially from conditions shown or indicated in the GBR; or

5.04.A.2. Differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

5.04.A.3. Differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

5.04.A.4. To the extent the GBR and GDR are inapplicable, 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

5.04.A.5. To the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

5.04.A.6. To the extent the GBR and GDR are inapplicable, 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 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.

5.04.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 SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation 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.

5.04.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 or continuation 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.

5.04.D. Possible Price and Times Adjustments:

5.04.D.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

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cost of, or time required for, performance of the Work; subject, however, to the following:

5.04.D.1.a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

5.04.D.1.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 of the General Conditions; and,

5.04.D.1.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.

5.04.D.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:

5.04.D.2.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

5.04.D.2.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

5.04.D.2.c. Contractor failed to give the written notice as required by Paragraph SC/GBR 5.04.A.

5.04.D.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.

5.04.D.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.

SC-5.05.A.1:

Delete the words "and Engineer". Change "does" to "do"

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SC-5.06. Add the following language following Paragraph 5.06.A.2:

3. The following reports or drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:

5.06.A.3.a. Report dated December 4, 2020, prepared by WSP USA, 4600 West 60th Avenue, Arvada, CO, entitled "Hazardous Material Assessment, Water Treatment Plant, 10691 North County Road 11, Wellington, Colorado," consisting of 58 pages.

SC-5.06.J:

Modify first sentence to "To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, and employees 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."

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.A.4:

6.03.A.5. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

6.03.A.5.a. Workers' Compensation and related coverages under Paragraph 6.03.A.1 and Paragraph 6.03.A.3 of the General Conditions:

6.03.A.5.a.1. State: Statutory.

6.03.A.5.a.2. Applicable Federal (e.g., Longshoreman's): Statutory.

6.03.A.5.a.3. Employer's Liability:

Bodily Injury, Each Accident: Per State Statute.

Bodily Injury by Disease, Each Employee: Per State Statute.

Bodily Injury/Disease Aggregate: Per State Statute.

Foreign Voluntary Worker Compensation: Per State Statute.

SC-6.03.C:

Paragraph 7: Modify to "Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 and CG 20 37 (together); or their equivalent."

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Paragraph 8: Delete “07 04”

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C.8:

6.03.C.9. Contractor’s General Liability under Paragraph 6.03.B. and Paragraph 6.03.C of the General Conditions which shall eliminate the exclusion with respect to property under the care, custody and control of Contractor:

6.03.C.9.a. General Aggregate: \$2,000,000

6.03.C.9.b. Products - Completed Operations Aggregate: \$2,000,000

6.03.C.9.c. Personal and Advertising Injury (per person/Organization):
\$1,000,000

6.03.C.9.d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

6.03.C.9.e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.D:

6.03.D.1. Contractor’s Automobile Liability

6.03.D.1.a. Combined Single Limit of \$1,000,000

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.E:

6.03.E.1. Excess or Umbrella Liability:

a) General Aggregate: \$2,000,000

b) Each Occurrence: \$2,000,000

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.F:

6.03.F.1. Pollution Liability:

a) Each Occurrence: \$1,000,000

b) General Aggregate: \$1,000,000

☐ If box is checked, Contractor is not required to provide Contractor’s Pollution Liability insurance under this Contract.

SC-6.03. Add the following language after Paragraph 6.03.G:

6.03.G.1. Include the following parties or entities as additional insured:

6.03.G.1.a. Town of Wellington, 3735 Cleveland Avenue, Wellington, CO 80549.

6.03.G.1.b. Jacobs Engineering Group, Inc., local office 2725 Rocky Mountain Avenue, Suite 330, Loveland, CO 80538.

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6.03.G.1.c. Materials and Special Inspection TBD.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.H:

6.03.H.1 Contractor's Professional Liability: If Contractor and or subcontractor shall be performing licensed professional services, Contractor and or subcontractor shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

SC-6.05.A:

Delete "Unless otherwise provided in the Supplementary Conditions,"

SC-6.05.A.3

Modify subparagraph (a) to "the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be permanently incorporated into the Work, including Owner-furnished or assigned property;"

SC-6.05. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

6.05.A.17. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorney's fees and engineering or other consultants' fees, if not otherwise covered;

6.05.A.19. Include by express endorsement coverage of damage to Contractor's equipment.

SC-6.07:

Paragraph A, modify second sentence to "Such named insured shall act as agent for the other insureds."

Paragraph B, replace the word "fiduciary" with "agent."

SC-7.06. Add the following language at the end of Paragraph 7.06.A:

Contractor shall perform a minimum of 60 percent of the onsite labor with its own employees.

SC-7.06:

Paragraph I, delete "and Engineer"

Paragraph M, delete "and Engineer"

SC-7.07.C:

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Modify to “To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, and employees 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.”

SC-7.08. Add the following new paragraph immediately after Paragraph 7.08.A:

7.08.B. Owner will pay for the following construction permits and licenses:

7.08.B.1. Town of Wellington Building Department Building Permit.

SC-7.09. Delete Paragraph 7.09.A in its entirety and insert the following in its place:

7.09.A. In accordance with Colorado Revised Statutes, 39-26-114, public works contracts that are to be used in a governmental capacity are exempt from payment of Colorado State sales tax. Upon application by Contractor, Subcontractor, or Supplier, the Colorado Department of Revenue will issue a certificate or certificates of exemption from payment of Colorado State sales tax as provided by Colorado Revised Statutes.

SC-7.10.B:

Modify first sentence to “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 its officers, directors, members, partners, and employees 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.”

SC-7.10. Add the following new paragraph(s) immediately after Paragraph 7.10.C:

7.10.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.10, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.10.D.1. Pursuant to Colorado Revised Statute 8-17-101, 80 percent of skilled and common labor employed on the Project shall be Colorado residents.

SC-7.17:

Paragraph D, delete this paragraph in its entirety.

SC-7.18:

Paragraph A, modify to “To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise,

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Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, and employees, 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.”

Paragraph C, modify to “In any and all claims against Owner or any of its officers, directors, members, partners, or employees 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.”

SC-8.03.D:

Modify to “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, or Owner, 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 its officers, directors, members, partners, and employees 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.”

SC-8.04. Add the following new paragraph immediately after Paragraph 8.03:

SC-8.04. *Claims Between Contractors*

8.04.A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any other contractor against Contractor,

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Owner, or Engineer, Contractor shall (without involving Owner, or Engineer) either i) remedy the damage; ii) agree to compensate the other contractor for remedy of the damages; or iii) remedy the damages and attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

8.04.B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all Claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, their officers, directors, members, partners, employees, agents, and other consultants and subcontractors, to the extent said Claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer, on account of any such damage or Claim.

8.04.C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner and Engineer, for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner or Engineer for activities that are their respective responsibilities.

SC-9.01.A:

Replace "shall" with "may" and delete "all"

SC-9.11. Add the following new paragraph immediately after Paragraph 9.11.A:

9.11.B. On request of Contractor, prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner will furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

SC-10.03. Add the following new paragraphs immediately after Paragraph 10.03.A:

10.03.B. Resident Project Representative (RPR) will be furnished by Engineer. The responsibilities, authority, and limitations of the RPR are limited to those of Engineer in accordance with Paragraph 10.08 and as set forth elsewhere in the Contract Documents and are further limited and described below.

10.03.C. Responsibilities and Authority:

10.03.C.1. Schedules: Review and monitor Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

10.03.C.2. Conferences and Meetings: Conduct or attend meetings with Contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

10.03.C.3. Liaison: (i) Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, and assist in understanding the intent of the Contract Documents; (ii) assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations; (iii) assist in obtaining from Owner additional details or information when required for proper execution of the Work.

10.03.C.4. Interpretation of Contract Documents: Inform Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

10.03.C.5. Submittals: Receive submittals that are furnished at the Site by Contractor and notify Engineer of availability for examination. Advise Engineer and Contractor of the commencement of any Work or arrival of materials and equipment at Site, when recognized, requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.

10.03.C.6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor, in writing decisions as issued by Engineer.

10.03.C.7. Review of Work and Rejection of Defective Work: (i) Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents; (ii) inform Engineer and Contractor whenever RPR believes that any Work is defective; (iii) advise Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged or does not meet the requirements of any inspection test, or approval required to

be made; and advise Engineer of that part of the Work in progress that RPR believes should be corrected or rejected or uncovered for observation, or requires special testing, inspection, or approval.

10.03.C.8. Inspections, Tests, and System Startups: (i) Verify tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (ii) observe, record, and report to Engineer appropriate details relative to the test procedures and system startups; and (iii) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10.03.C.9. Records: (i) Maintain records for use in preparing Project documentation; (ii) keep a diary or log book recording pertinent Site conditions, activities, decisions and events; (iii) record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of Contractors, Subcontractors, and major Suppliers of materials and equipment.

10.03.C.10. Reports: (i) Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals; (ii) immediately notify Engineer of the occurrence of Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition; and (iii) assist Engineer in drafting proposed Change Orders, Work Change Directives, and Field Orders; obtain backup material from Contractor as appropriate.

10.03.C.11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

10.03.C.12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify materials and equipment certificates and operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents been delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

10.03.C.13. Completion: (i) Participate in a Substantial Completion inspection; assist in determination of Substantial Completion and the preparation of lists of items to be completed or corrected; (ii) Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied; and (iii) observe whether items on

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final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

10.03.D. Limitations of Authority: Resident Project Representative will not:

10.03.D.1. have authority to authorize a deviation from Contract Documents or substitution of materials or equipment, unless authorized by Engineer; or

10.03.D.2. exceed the limitations of Engineer's authority as set forth in Contract Documents; or

10.03.D.3. undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's authorized representative; or

10.03.D.4. advise on, issue directions relative to, or assume control over an aspect of the means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents; or

10.03.D.5. advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor; or

10.03.D.6. participate in specialized field or laboratory tests or inspections conducted offsite by others, except as specifically authorized by Engineer; or

10.03.D.7. accept Shop Drawings or Samples from anyone other than Contractor; or

10.03.D.8. authorize Owner to occupy the Project in whole or in part.

SC-10.08. Add the following new paragraph immediately after Paragraph 10.08.E:

10.08.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

SC-11.01.A.1.b:

Modify to "Owner and Contractor may amend the terms and conditions of the Contract Documents at any time. If the terms and conditions 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, Owner and Contractor may first obtain the recommendation of the Engineer in accordance with Paragraph 11.06. Such an amendment shall be set forth in a Change Order."

SC-11.01. Add the following new paragraph immediately after Paragraph 11.01.A:

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11.01.A.1. In accordance with Colorado Revised Statute 24-91-103.6, no change order will be issued which causes the aggregate amount payable under the Contract to exceed amount appropriated for the original Contract without written notice to Contractor that appropriations have been made to cover the costs of the additional work.

SC-11.04. Add the following new paragraph immediately after Paragraph 11.04.C:

11.04.D. In the event Contractor submits request for additional compensation because of a change or differing Site conditions, or because of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

SC-11.07:

Deleted paragraph B.

SC-12.01.A:

Replace "The following" with "All"

SC-12.01.B:

Delete "The party submitting the Claim shall also furnish a copy to the Engineer, for its information only."

SC-12.01.C:

Delete ", with a copy to Engineer."

SC-13.01.B.1:

Modify to "Costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications, and at billable rates, agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. The billable rate 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 billable rate."

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

SC-13.01.B.3:

Modify second sentence to “If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids and make recommendations to Owner and Engineer for their review.”

SC-13.01.B.5.c:

Modify to “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, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All construction equipment owned or rented from Contractor will be invoiced at rates provided in Contractor’s proposal, as agreed to by the parties. 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.”

SC-13.01.B.5.i:

Modify to “The costs of premiums for all of Contractor’s bonds and insurance as well as the cost of Subcontractor bonds and insurance; however, under no circumstances will bonds and insurance be separately invoiced if included in subcontractor’s subcontract price.”

SC-13.01.C.1. Delete 13.01.C.1. 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. Payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.

SC-13.01.C.4. Delete 13.01.C.4. and replaced with:

Costs due to:

- a. 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. Correction of defective Work, disposal of materials or equipment wrongly supplied, which would cause the cost of Work to be greater than the Guaranteed Maximum Price (GMP), inclusive of Contractor Contingency Allowance.

SC-13.01.E:

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

Delete “in a form acceptable”

SC-13.02:

Add “and Contingencies” to the article title.

Paragraph A delete “and Engineer.”

Add new paragraph E to state “E. Contractor’s Contingency: Owner agrees that Contractor’s contingency, if expressly allowed for by written agreement of the parties, is for use of Contractor to account for overruns in the allowable Cost of the Work as defined in Paragraph 13.01 in the order to maintain the Contract Price and Contract Times.”

SC-13.02.C. Delete 13.02.C 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 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 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.

SC-14.02. Add the following language at the end of Paragraph 14.02.D:

Tests required by Contract Documents to be performed by Contractor that require test certificates be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

14.02.D.6. Basic requirements of ASTM E329, “Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection” as applicable.

14.02.D.7. Calibrate testing equipment at reasonable intervals by devices of accuracy, traceable to the National Institute of Standards and Technology or accepted values of natural physical constants.

SC-14.03:

Add new paragraph G to state “G. Correction of work during the correction period will be handled in accordance with Paragraph 15.08.”

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

SC-14.07.B:

Modify second sentence to: “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 incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.”

SC-15.01.C.6.e:

Add “material” before the word default.

SC-15.01.E.1.i:

Modify to “there are other items entitling Owner to a set off under this Agreement against the amount recommended.”

SC-15.06.A.1.2.e:

Add “conditional” before the word “releases.”

SC-16.02.A:

Delete bullet 4

SC-16.02.D:

Replace “seven” with “ten”

SC-17.01.A:

Replace “The following” with “All”

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01:

SC-17.02. *Attorneys’ Fees*: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties’ initial demand or defense positions in comparison with the final result.

SC-18.07. Delete Paragraph 18.07.A in its entirety and insert the following in its place.

A. The laws of the State of Colorado apply to this Agreement. Reference to two pertinent Colorado statutes are as follows:

1. Colorado Revised Statutes (CRS 8-17-101) requires that Colorado labor be employed to perform the work to the extent of not less than 80 percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the project. Colorado labor means any person who is a bona

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

fide resident of the State of Colorado at the time of employment, without discrimination as to race, color, creed, age, religion, or sex.

2. If a claim is filed, Owner is required by law (CRS 38-26-107) to withhold from all payments to Contractor sufficient funds to ensure the payment of all claims for labor, materials, team hire, substance, provisions, provender, or other supplies used or consumed by Contractor or his subcontractors in or about the performance of the work. Such funds must be withheld until said claims have been paid or such claims as filed have been withdrawn, such payment or withdrawn to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such a claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with the Owner. At the expiration of such ninety (90) day period, Owner shall pay to Contractor such moneys and funds as are not the subject of suit and lis pendens notices, and shall retain only sufficient funds to ensure the payment of judgements which may result from the suit.

SC-18.09. Add the following Paragraph in its entirety.

SC-18.09. Contractor shall be required to use forms included in these Contract Documents and where not so included forms that are acceptable to Owner and Engineer.

SC-18.10. Add the following Paragraph in its entirety.

SC-18.10. Equal Opportunity Clause: 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 a 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 a disability.

SC-18.11. Add the following Paragraph in its entirety.

SC-18.11. Appropriations Clause: This Contract is subject to annual appropriations by the Board of Trustees of the Town of Wellington and may be terminated by the Town of Wellington due to non-appropriation of funds. Town of Wellington staff responsible for the management of this contract will use best efforts to obtain appropriation in the amounts required under the Contract, including the submission of budget requests each year that are sufficient to cover the Town's payment obligations for the next fiscal year.

SC-18.12. Add the following Paragraph in its entirety.

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

SC-18.12. Prohibition Against Employing Illegal Aliens: Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

(i) As of the date of this Contract:

(a) Contractor does not knowingly employ or contract with an illegal alien; and

(b) Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “Basic Pilot Program”) in order to confirm the employment eligibility of all newly hired employees.

(ii) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

(iii) Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

(iv) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(v) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(a) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of

TOWN OF WELLINGTON, CO
WATER TREATMENT PLANT EXPANSION

an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(vii) If Contractor violates a provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

(viii) The Town will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the Town terminates the Contract for such breach.

END OF SECTION

Water Treatment Plant Expansion

CMAR Contract Amendment Phase 2 Construction Services & Guaranteed Maximum Price (GMP)

Board of Trustees Meeting
April 12, 2022





Timeline

- 90 percent design package received on schedule from Jacobs on February 22, 2022.
 - Over 90 clarification questions (RFIs) were asked by HP and responded to by Jacobs
- Initial 90 percent cost estimate of \$32,793,621 (including a 5% contingency) received from Hensel Phelps (HP) (CMAR Contractor) on March 23, 2022.
 - Several VE options were identified by Hensel Phelps.
- Value Engineering (VE) efforts took place with Town staff, Jacobs, and HP to explore options to reduce cost.
 - \$186,000 in VE savings were accepted to date.
 - Other VE items are still under review.



HENSEL PHELPS

Plan. Build. Manage.

Guaranteed Maximum Price

Total Amount with 10% Contingency
\$33,576,512

 HENSEL PHELPS Plan. Build. Manage.		
Wellington WTF-90% Design GMP		
	TOTAL	
Description		Amount
0000 General Conditions		3,142,563
0100 Owned Equipment		367,720
0240 Sitework		4,363,558
0300 Concrete		4,222,244
0420 Masonry		121,000
0550 Metals		442,100
0720 Thermal & Moisture Protection		67,600
0810 Doors, Frames and Hardware		91,623
0990 Finishes		422,069
1118 Equipment		3,505,429
1330 Special Construction		1,360,000
1420 Conveying		22,000
1500 Mechanical & Plumbing		4,922,466
2600 Electrical		4,809,623
Total Building & Site		\$27,859,995
Value Engineering Savings		-186,000
Total after Value Engineering		\$27,673,995
Small Tools & Equip - 3%		115,209
Sales Tax - 8.7%		40,089
Total		\$155,298
Builders Risk - 0.274%		75,826
Performance & Payment Bond - 0.5%		138,370
General Liability Insurance - 0.535%		148,056
Total		\$362,252
Profit & Overhead - 8.5%		2,365,489
Total		\$2,365,489
Contractor Contingency - 5%		1,509,739
Owner Contingency - 5%		1,509,739
Total		\$3,019,478
ESTIMATE TOTAL		\$33,576,512



Reasons for Cost Increase

- Refinements to design & specs from the 60% level.
- Substantial increase in materials pricing (rebar, metal buildings, fuel, piping, electrical equipment, etc.).
- Supply chain issues and SRF requirements:
 - American Iron & Steel
 - Davis Bacon Wages



Davis Bacon Wages Info

- In 2021, there were 6 updates to DB wage determination Construction Type “Heavy” and already 3 updates posted for 2022.
- Generally, wage determination used for a bid establishes the minimum wages and fringe benefits which must be paid for the term of the contract.
- If a contract has not been awarded within 90 days after bid date, any DB wage determination modifications shall be effective with respect to the contract unless the agency obtains an extension of the 90-day period from the Wage and Hour Division.

Timing is of essence!

DB wages are locked in at the bid date (March 18, 2022) and not award.

DB wages are only good for only 90 days from bid date (see last bullet).

Hensel Phelps prepared a DB Wage Determination Comparison →



HENSEL PHELPS

Plan. Build. Manage.

Wellington WTP - DB Wage Determination Comparison 4/4/2022

60% DB Wage Determination - CO20210002, Revision 1, Published July 23, 2021

90% DB Wage Determination - CO20220002, Revision 3, Published Feb. 25, 2022

Electrical			
90%	60%	Delta/hr	% Increase
\$ 57.02	\$ 54.97	\$ 2.05	3.73%

SheetMetal			
90%	60%	Delta/hr	% Increase
\$ 56.60	\$ 52.57	\$ 4.03	7.67%

Plumbing			
90%	60%	Delta/hr	% Increase
\$ 60.30	\$ 60.30	\$ -	0.00%

Iron - Structural			
90%	60%	Delta/hr	% Increase
\$ 55.59	\$ 44.01	\$ 11.58	26.31%

PipeFitter			
90%	60%	Delta/hr	% Increase
\$ 52.87	\$ 52.87	\$ -	0.00%

Power Equip. Averages			
90%	60%	Delta/hr	% Increase
\$ 43.99	\$ 41.71	\$ 2.28	5.46%

Cement Mason/Concrete Finish			
90%	60%	Delta/hr	% Increase
\$ 20.16	\$ 20.16	\$ -	0.00%

Painter			
90%	60%	Delta/hr	% Increase
\$ 19.07	\$ 19.07	\$ -	0.00%

Iron - Reinforcing			
90%	60%	Delta/hr	% Increase
\$ 22.73	\$ 22.73	\$ -	0.00%

Laborer - Common			
90%	60%	Delta/hr	% Increase
\$ 14.14	\$ 14.14	\$ -	0.00%

*All Wages Listed Above Include Fringe Benefits in Addition to Wage Rate

Estimated Increase to Project Cost Due to AIS Requirement \$ 962,800

GMP Bid Process



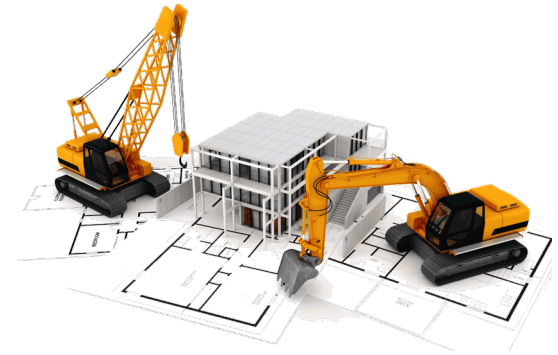
Hensel Phelps used a competitive bidding process for the GMP

- In most cases, 3 bids were received from Subcontractors equipment, and materials suppliers, most within 10 percent of each other.
 - Indicates drawings & specs interpreted consistently.
- Most bids held for 60 days, but some not able to due to market and supply chain volatility.

To minimize potential cost escalations, HP needs to execute subcontracts and POs in April.

Construction Schedule

Assuming Notice to Proceed in April:



- Substantial Completion: May 6, 2024
 - All plant processes online
- Final Completion: July 29, 2024
 - Punch list is complete
 - Contractor demobilizes



Contract Execution



Contract signing will occur after Board of Trustee's approval.

- Notice to Proceed issued shortly after.
- HP will then proceed to contract with Subcontractors and issue purchase orders to lock in prices.
- Mobilization to begin in late April.
- Remaining VE items will be vetted. Accepted items will be allocated as a cost deduct

Phase 2 Construction Contract with GMP

Inclusive of the Following:

- Contract Amendment (cover sheet)
- EJCDC Change Order Form (C-941)
- Hensel Phelps' GMP Package
 - GMP = \$33,576,512
 - Includes 10 Percent Total Contingencies of \$3,019,478
- Supplemental Conditions to the General Conditions



Water Treatment Plant Expansion

**CMAR Contract Amendment
Phase 2 Construction Services &
Guaranteed Maximum Price (GMP)**

Staff Recommendation:

Authorize execution of contract amendment with Hensel Phelps in the not to exceed amount of \$33,576,512, inclusive of ten percent total contingencies (\$3,019,478), for Phase 2 Construction Services.



Board of Trustees Meeting

Date: April 12, 2022

Submitted By:

Subject: Resolution 13-2022 - A Resolution Approving Mandatory Water Restrictions

- **Staff Presentation: Hallie Sheldon, Senior Management Analyst**

EXECUTIVE SUMMARY

Although current treatment capacity is adequate for typical usage, water demand during outdoor watering season can put a significant strain on our current water treatment plant. Staff is requesting the approval of mandatory watering restrictions to ensure viability of residential household water supply and prioritize drinking water for treatment capacity. The Town has seen success with these restrictions for the past 2 years in terms of treatment capacity needs.

BACKGROUND / DISCUSSION

Outdoor watering restrictions are not unusual for a municipality in Colorado and specifically for Wellington. The Town of Wellington has maintained voluntary outdoor watering restrictions since 2013 when Resolution 8-2013 was adopted. Mandatory restrictions have been in place during the months of May-October since 2020. The overall impact to the Town's ability to serve has been positive the past 2 years with restrictions in place. While there are many reasons to enact watering restrictions, such as costs to customers and promoting drought resiliency with landscapes, the primary goal of these proposed restrictions is to reduce water demand during peak demand periods. This allows our Water Treatment Plant staff to prioritize treatment for household water use such as drinking water.

The mandatory restrictions in this resolution would include:

1. Upon adoption of this Resolution May 1, 2022 through October 15, 2022, outdoor watering shall be restricted to the hours between 7:00 p.m. and 8:00 a.m. the next morning.
2. Addresses with odd street numbers shall only water on Tuesdays and Saturdays.
3. Addresses with even street numbers shall only water on Wednesdays and Sundays.
4. Runoff from irrigation shall be kept to an insignificant minimum.
5. Irrigation overspray onto non-vegetated areas is prohibited.
6. Washing of outside paved or concrete areas is prohibited.

Exceptions to the mandatory restrictions include:

1. watering of gardens and plants, including vegetable gardens and containers; and
2. watering of new grass seed, sod and landscape vegetation if the landowner/occupant establishes vegetation is not more than 30 days from planting.
3. Water wells : If outdoor watering using adjudicated water wells ("Non-Utility Watering") occurs, the well owner shall at all times when water is being applied conspicuously post the property as being watered using "well water" or "non-potable water."

The voluntary restrictions in this resolution include:

1. Non-utility users limit outdoor watering to no more than 2 days a week.
2. After rainstorms, turn off automatic watering systems until lawns start to get dry again.
3. Watering should be limited to only that which is necessary to keep lawns and other landscape plants alive and healthy.
4. Non-utility sprinkler systems should be maintained and adjusted to prevent water running off the lawn and into the street gutter.
5. If cars are washed outdoors at home, washing should be done with buckets and rinsed by hose with a spray nozzle. Avoid letting water run.

STAFF RECOMMENDATION

Move to approve Resolution 13-2022, A Resolution Approving Mandatory Watering Restrictions.

ATTACHMENTS

1. RESOLUTION NO 13-2022 Watering Restrictions

TOWN OF WELLINGTON

RESOLUTION NO. 13-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO ESTABLISHING HOURS OF OUTDOOR WATERING

WHEREAS, Section 13-1-160(a) of the Wellington Municipal Code concerning sprinkling and water scarcity states the Town Board shall have the authority to establish such rules and regulations so as to limit the days of outdoor watering or sprinkling or to limit the use of water in such manner as it shall deem necessary. Such regulations may be adopted by Resolution and shall become effective immediately upon passage; and

WHEREAS, up to 75% of water is lost through evaporation when watering is done during the heat of the day; and

WHEREAS, the Town has maintained in place outdoor watering restrictions since 2013 as adopted by Resolution 8-2013; and

WHEREAS, water use has become a more pervasive problem for the Town and water delivery costs have risen dramatically and supply capacity has become more limited as a result of increased burdens on the Town's water treatment plant.

NOW, THEREFORE, be it resolved by the Board of Trustees for the Town of Wellington, Colorado, as follows:

SECTION 1: Mandatory Restrictions

Effective immediately upon passage, outdoor watering within the Town of Wellington using treated water supplies from the Town's Water Utility shall be limited as follows:

1. Upon adoption of this Resolution through October 15, 2022, outdoor watering shall be restricted to the hours between 7:00 p.m. and 8:00 a.m. the next morning.
2. Addresses with odd street numbers shall only water on Tuesdays and Saturdays.
3. Addresses with even street numbers shall only water on Wednesdays and Sundays.
4. Runoff from irrigation shall be kept to an insignificant minimum.
5. Irrigation overspray onto non-vegetated areas is prohibited.
6. Washing of outside paved or concrete areas is prohibited.

Notwithstanding the foregoing, the following are allowed any day during the hours of 7:00 p.m. and 8:00 a.m.

1. watering of gardens and plants, including vegetable gardens and containers; and
2. watering of new grass seed, sod and landscape vegetation if the landowner/occupant establishes vegetation is not more than 30 days from planting.

If water production falls below levels required to provide water demand or the Town Administrator and Town Engineer determine that water supplies are in jeopardy of not

being able to meet demands, the Town Administrator and Town Engineer may order that outside watering with domestic water supplies be reduced to one day a week and such order may provide for established watering days based on addresses.

SECTION 2.: Water Wells

If outdoor watering using adjudicated water wells ("Non-Utility Watering") occurs, the well owner shall at all times when water is being applied conspicuously post the property as being watered using "well water" or "non-potable water."

SECTION 3: Voluntary Restrictions

Residents applying utility and non-utility water are encouraged to follow the following voluntary restrictions to conserve water and reduce the potential for more stringent mandatory restrictions.

1. Non-utility users limit outdoor watering to no more than 2 days a week.
2. After rainstorms, turn off automatic watering systems until lawns start to get dry again.
3. Watering should be limited to only that which is necessary to keep lawns and other landscape plants alive and healthy.
4. Non-utility sprinkler systems should be maintained and adjusted to prevent water running off the lawn and into the street gutter.
5. If cars are washed outdoors at home, washing should be done with buckets and rinsed by hose with a spray nozzle. Avoid letting water run.

SECTION 4: VIOLATIONS:

As provided by the Wellington Municipal Code at 13-1-160(a), Enforcement shall be by summons issued in accordance with Section 2-4-140 of the Code. The property of any User violating this provision shall be subject to utility service termination. Penalties may be enforced against the occupant or owner of any property or any person responsible for violating watering restrictions. Each day that such violation continues to exist shall be considered a separate offense. Violation of watering restrictions as provided for by this resolution shall be a non-criminal violation and pursuant to Wellington Municipal Code Section 1-4-20, any person convicted of a noncriminal violation may be fined by an amount not to exceed one thousand dollars (\$1,000.00). In addition, such person shall pay all costs and expenses in the case, including attorney fees.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted by the Board of Trustees this 12th day of April, 2022.

TOWN OF WELLINGTON, COLORADO

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: April 12, 2022
Submitted By: Cody Bird, Planning Director
Subject: Resolution No. 14-2022 - A Resolution Finding Substantial Compliance of an Annexation Petition and Establishing the Date, Time and Place for a Public Hearing

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

EXECUTIVE SUMMARY

The owner of property on the east side of 6th Street, and north of Sveta Dr. (location map attached) has petitioned for annexation of the property into the Town of Wellington. Annexation of property into the municipal Town limits requires the Town to follow a process outlined in State statutes, further outlined below. The first step in the annexation process includes identifying if the petition submitted by the owner is in substantial compliance with the statutes and other applicable State and Town requirements. Town staff has reviewed the petition and supporting materials and recommends that substantial compliance is met. A resolution finding substantial compliance and setting the date for a public hearing is attached for the Board's consideration.

BACKGROUND / DISCUSSION

The owner of property at 7840 Sixth Street has petitioned for annexation into the Town of Wellington. The property was previously considered for annexation, and following all the proper procedures, the annexation was approved by Ordinance No. 18-2020.

- A condition of Ordinance No. 18-2020 includes that the annexation ordinance and the annexation map must be recorded in the records of the Clerk and Recorder of Larimer County, Colorado within 180 days of the date of the ordinance, and further that dedications of public right-of-way shown on the annexation map be made to the Town. If the ordinance, annexation map and dedications are not recorded within 180 days, the property shall not be annexed and the annexation shall be void and of no impact on the property.
- The Town did not receive an annexation map and dedication documents executed by the property owner to be recorded within the 180 day timeframe identified. The prior annexation proceeding is void and of no impact.
- The property owner (same owner as prior proceeding) has again petitioned for annexation into the Town of Wellington.

The first step in the process of annexation is to determine that the petition for annexation is in substantial compliance with State statutes, including the Municipal Annexation Act of 1965 and other applicable State and Town requirements.

Town staff has reviewed the annexation petition and supporting materials provided and found them to be in substantial compliance with the applicable State and Town requirements.

If the Board finds that the petition is in substantial compliance, the Board will adopt a resolution (draft attached) and set the date for a public hearing to formally consider the petition.

- Town staff and the applicant will provide the required notices, including advertising the public hearing.
- The Planning Commission will be notified of the annexation petition to consider the proposed annexation and make a recommendation to the Board of Trustees.
- The Board will then hold the public hearing at the established date and time and hear any public testimony presented.
- Following the public hearing, the Board may choose to adopt an ordinance annexing the property into the Town of Wellington and enter into an annexation agreement with the property owner.

STAFF RECOMMENDATION

Move to adopt Resolution 14-2022 finding substantial compliance of an annexation petition to annex the Lamb Annexation into the Town of Wellington and establish the required public hearing for May 24, 2022.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Legal Description
4. Exhibit B - Annexation Petition

Location Map
Lamb Annexation



TOWN OF WELLINGTON

RESOLUTION NO. 14-2022

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION TO ANNEX A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CURRENTLY WITHIN THE UNINCORPORATED PARTS OF LARIMER COUNTY, AND ESTABLISHING THE DATE, TIME AND PLACE FOR PUBLIC HEARING.

WHEREAS, a petition for annexation of a certain property described as being a part of the Southwest Quarter of Section 34, Township 9 North, Range 68 West of the 6th Principal Meridian, and proposed to be known as the Lamb Annexation, has been filed with the Town Clerk of the Town of Wellington, Colorado; and

WHEREAS, the Clerk has referred this petition to the Wellington Board of Trustees on this date as a communication; and

WHEREAS, the Board of Trustees has reviewed the petition and desires to adopt by resolution its findings in regard to the petition and other annexation requirements.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado, as follows:

Section 1. The Board of Trustees hereby finds that the area proposed for annexation, which is described as a part of the Southwest Quarter of Section 34, Township 9 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, and more particularly described in Exhibit A, incorporated herein by reference, is in substantial compliance with eligibility requirements for annexation under Colorado Revised Statutes ("C.R.S.") §31-12-104 and 31-12-105, as evidenced by the following allegations:

- a) Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality;
- b) A community of interest exists between the area to be annexed and the annexing municipality, as evidenced by its contiguity and its existence within the Wellington Growth Management Area, as defined by the Town's Comprehensive Plan;
- c) The area proposed to be annexed will be urbanized in the near future;
- d) The area is capable of being integrated with the annexing municipality.

Section 2. The Board of Trustees hereby finds the petition, which is attached hereto as Exhibit B and incorporated herein by reference, is in substantial compliance with C.R.S. §31-12-107(1), specifically:

- a) The petitioners allege that it is desirable and necessary that such area be annexed to the municipality;

- b) The petitioners allege that the area does not violate the limitations set forth in C.R.S. §31-12-104 and 31-12-105 and the petition meets the requirements therein;
- c) The petitioners allege that the signatures of the petition on the petition comprise the landowners of more than 50 percent (50%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys;
- d) The petitioners request that the annexing municipality (the Town of Wellington) approve the annexation of the area proposed to be annexed.

Section 3. No election is required under C.R.S. §31-12-107(2).

Section 4. The Clerk is directed to immediately refer this petition to the Town Planning Commission.

Section 5. A hearing date for this annexation before the Board of Trustees has been set as follows:

May 24, 2022
6:30 p.m.
Wilson Leeper Center
3800 Wilson Avenue
Wellington, CO 80549

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of April, 2022.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION – LAMB ANNEXATION

A tract of land situate in the SW 1/4 of Section 34, Township 9 North, Range 68 West of the 6th P.M., Larimer County, Colorado which considering the West line of said SW 1/4 as bearing North and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point on the West line of said SW 1/4 which bears North 452.93 feet from the SW corner of said Section 34 and run thence North 430.48 feet along the said West line, thence East 146.47 feet to a point on the Westerly line of Interstate Highway No. 25, thence along said Westerly line S 15°08'20" W 445.96 feet, thence West 30.00 feet to the Point of Beginning, County of Larimer, State of Colorado.

**PETITION FOR ANNEXATION OF UNINCORPORATED TERRITORY
IN THE COUNTY OF LAIRMER, STATE OF COLORADO
TO THE TOWN OF WELLINGTON, COLORADO**

LAMB ANNEXATION

The undersigned, in accordance with Article 12, Title 31, CRS, as amended, hereby petition the Town Board of the Town of Wellington, Colorado, for annexation to the Town of Wellington the incorporated territory more particularly described below, to be known as **Lamb Annexation**, and in support of said Petition, the Petitioners allege that:

1. It is desirable and necessary the following described territory be annexed to the Town of Wellington, Colorado;

See Attached Exhibit "A"

2. Not less than one-sixth (1/6) of the perimeter of each of the parcel(s) proposed to be annexed are contiguous with the Town of wellington, Colorado;
3. A community of interest exists between the territory proposed to be annexed and the Town of Wellington, Colorado;
4. The territory to be annexed in urban or will be urbanized in the near future;
5. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Wellington, Colorado;
6. The signature of the Petition: (i) comprise of the landowners of more than fifty percent (50%) of the territory in the area proposed to be annexed, exclusive of streets, alleys and/or rights of way; and (ii) and hereby request that the Town of Wellington approve the annexation of the area proposed to be annexed;
7. No land help in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless said tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising of .87 acre and which, together the building and improvements situated thereon has an assessed value in excess of One Hundred Ninety Thousand and Seven Hundred Dollars (\$190,700) for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.

8. No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
9. The area proposed to be annexed is located within Larimer county, the Poudre R-1 school District, Wellington Fire Protection District, the Northern Colorado Water Conservancy District, Boxelder Stormwater District, and the Health District of Northern Larimer County;
10. The mailing address of each signer, the legal description of the land owner by each signer and the date of signing of each signature are all shown on this petition;
11. Accompanying this petition are four (4) copies of the annexation map containing the information required under the Town of Wellington Annexation Submittal Checklist.
12. The territory to be annexed is not presently a part of any incorporated city, city and county, or town;
13. The undersigned and the Town intend on entering into and Annexation and Development Agreement with the Town of wellington prior to the effective date of this annexation, the terms and conditions of which agreement shall be additional conditions as effectively as if set forth in full in this petition.
14. Unless otherwise agreed upon by petitioners and the Town of Wellington in the Annexation and Development Agreement, the undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map;

- a. Water rights shall be provided pursuant to Town ordinance;
 - b. The territory to be annexed shall be included in the Municipal Sub-district of the Northern Colorado Water Conservancy district;
 - c. The owners shall participate in providing drainage plans and improvements and payment of a unit drainage fee as may be required by the Town for the area;
 - d. Future development of the property shall be subject to payment of the capital expansion fees pursuant to the Wellington Municipal code;
 - e. The undersigned and the Town may enter into a Pre-Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effective as if set forth in this petition;
 - f. Future provision of electrical services within the annexed territory are subject to a surcharge as provided in the Wellington Municipal Code; and
 - g. Any development with in annexed territory shall comply with the Town of Wellington Comprehensive Master Plan.
15. Petitioners reserve the right to withdraw the Annexation Petition at any time prior to the effective date of the ordinance annexing the property.
16. The Petition of annexation may be executed in multiple counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same document.

Therefore, the undersigned hereby request that the Town of Wellington approve the annexation of the area described.

In addition of the annexation, the undersigned request the zoning of C-3 Highway Commercial for the above described property.

EXECUTED this 15th day of March, 2022

Owner(s):

Linda Lamb

By:


Linda Lamb

Title: _____

Address: PO Box 37

Wellington, CO 80549

STATE OF COLORADO)

) SS

COUNTY OF LARIMER)

The foregoing Petition of Annexation was subscribed and sworn to before me this 15th day of March A.D., 2022, by Linda Lamb as owner of property.

Witness my hand and official seal.

My commission expires:

June 14, 2023



Notary Public

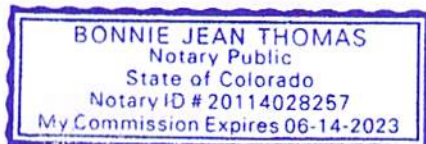


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Board of Trustees Meeting

Date: April 12, 2022
Submitted By: Cody Bird, Planning Director
Subject: Resolution No. 15-2022 - A Resolution Acknowledging Public Comments Related to Zoning Designation for Residential Properties Along Harrison Avenue and McKinley Avenue

- **Presentation:** Cody Bird, Planner

EXECUTIVE SUMMARY

The attached resolution was prepared at the request of the Board of Trustees to acknowledge public comments received during the process of updating the Comprehensive Plan and updating the Land Use Code. Public comments received indicated a desire to have residential properties along Harrison Avenue and McKinley Avenue maintained as residential properties consistent with the land use category and zoning district designation of Downtown Neighborhoods. Members of the Board of Trustees desire to adopt a resolution expressing the Board's understanding of the public comments and desire to zone residential properties along Harrison Avenue and McKinley Avenue as R4 Downtown Neighborhoods.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Move to approve Resolution 15-2022 acknowledging public comments related to zoning designation for residential properties along Harrison Avenue and McKinley Avenue.

ATTACHMENTS

1. Resolution

TOWN OF WELLINGTON

RESOLUTION NO. 15-2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON ACKNOWLEDGING PUBLIC COMMENTS RELATED TO ZONING DESIGNATION FOR RESIDENTIAL PROPERTIES ALONG HARRISON AVENUE AND MCKINLEY AVENUE.

WHEREAS, the Town of Wellington Planning Commission is empowered pursuant to C.R.S. § 31-23-206, *et seq.*, to make, adopt, amend, and/or supplement a master or comprehensive plan for the physical development of the municipality, including any areas outside its boundaries; and

WHEREAS, the Planning Commission developed the Wellington Comprehensive Plan 2021 through a series of public meetings, work sessions, publications, and various forms of in-person and online public engagement, beginning in early 2020; and

WHEREAS, following the conclusion of a duly advertised public hearing on August 2, 2021, the Planning Commission adopted the Wellington Comprehensive Plan 2021 as the official Master Plan of the Town of Wellington as provided by Colorado Revised Statutes and pursuant to Resolution No. PC-01-2021; and

WHEREAS, the Board of Trustees by passage of Resolution 26-2021, ratified the decision of the Planning Commission adopting the Wellington Comprehensive Plan as the official Master Plan for the Town of Wellington; and

WHEREAS, following adoption of the Wellington Comprehensive Plan 2021, the Planning Commission and Town Staff engaged in a series of public meetings, work sessions and various forms of in-person and online public engagement to develop land use code provisions to implement the recommendations of the Comprehensive Plan; and

WHEREAS, the Planning Commission of the Town of Wellington held a duly advertised public hearing for consideration of the land use codes on March 7, 2022, and after hearing and consideration of public testimony, the Planning Commission unanimously voted to forward a recommendation of approval with noted revisions to the Board of Trustees; and

WHEREAS, the Board of Trustees engaged in a series of public meetings, work sessions and various forms of in-person and online public engagement to consider the proposed Land Use Code, culminating in a duly advertised public hearing for consideration of the land use code March 22, 2022; and

WHEREAS, following the conclusion of the public hearing on March 22, 2022, the Board of Trustees by majority vote, approved adoption of Ordinance No. 7-2022 establishing a new Chapter 15 “Land Use Code” of the Town Municipal Code; and

WHEREAS, the Board of Trustees heard public comments during the Comprehensive Plan adoption process and during the Land Use Code adoption process stating a desire for residential

properties along Harrison Avenue and McKinley Avenue be zoned R-4 Downtown Neighborhoods; and

WHEREAS, at a future meeting, the Board of Trustees, following receipt of recommendations from the Planning Commission, will update the Town's Official Zoning Map establishing zoning district designations for properties within the Town of Wellington; and

WHEREAS, the Board of Trustees desires to acknowledge the public comments received concerning the zoning of residential properties along Harrison Avenue and McKinley Avenue; and

WHEREAS, the Board of Trustees desires to express the sense of its members that the residential properties along Harrison Avenue and McKinley Avenue should be zoned as R4 Downtown Neighborhoods.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado, as follows:

The Board of Trustees hereby acknowledges that public comments have been received expressing a desire to have residential properties along Harrison Avenue and McKinley Avenue zoned R4 Downtown Neighborhoods.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of April, 2022.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Board of Trustees Meeting

Date: April 12, 2022
Submitted By: Cody Bird, Planning Director
Subject: First Amendment to Development Agreement for Bonfire Subdivision

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

EXECUTIVE SUMMARY

The Developer of Bonfire Subdivision 2nd Filing is requesting the Town consider providing financial contributions for required public infrastructure improvements serving the Bonfire 1st Subdivision and Bonfire 2nd Subdivision. The Developer is required by the Annexation Agreement and the Development Agreement to complete certain public improvements. At the time the property was beginning to be developed, the Developer installed most of the required improvements. Overhead electrical powerlines were not undergrounded as required at the time development began, and street lighting was not installed as required. The First Amendment to Development Agreement for Bonfire Subdivision is proposed to include considerations for the Town to participate in a portion of the costs for undergrounding powerlines and installing streetlights along Sixth Street. The First Amendment also provides clarity on several public and private improvement requirements that were raised as inquires in a potential sales contract and the Town desires to assist the Developer and the potential purchaser in remedying the outstanding improvement requirements so the contract purchaser can proceed with site development. The draft First Amendment to Bonfire Subdivision Development Agreement is attached for consideration.

BACKGROUND / DISCUSSION

- A contract purchaser is interested in purchasing two lots within the Bonfire Subdivision. The Developer of the Bonfire Subdivision that is interested in selling lots to the contract purchaser desires to remedy a number of required development obligations in order to satisfy contractual obligations for the sale of the property. Due to the nature of the improvements, some of the physical improvements required will not be able to be completed in a timeframe that meets the timelines for purchase and development of the two lots. In an effort to help facilitate the sale and desired development of the property, Town staff has recommended creating an amendment to the Bonfire Subdivision Development Agreement to satisfy all of the requirements, and includes allowing the two lots under contract to develop before the physical improvements are completed.
- The Bonfire Subdivision was originally annexed into the Town in 2013. The property was subdivided, and development began with improvements for the Cameron facility that was built in 2014.
- The remainder of the property was purchased by Doug Walker (Developer) and subdivided in 2015 as the Bonfire Subdivision 2nd Filing. The Development Agreement for Bonfire Subdivision 2nd Filing was approved and recorded in 2016.
- The Development Agreement identifies that public improvements will be installed in accordance with Town standards.
 - Public waterlines and sewer lines were installed an accepted by the Town.
 - The subdivision streets were allowed to be constructed as private streets (private ownership and maintenance). The private streets were constructed.

- Required drainage improvements were made. The drainage was designed, and construction was accepted. The drainage is private, and the property where the drainage basins are located is privately owned and maintained. The Subdivision Plat specifies that a drainage easement shall be dedicated to the Town. The First Amendment to the Development Agreement clarifies that the dedication of the drainage easement will still be completed.
- At the time of development of the Cameron facility, the overhead powerlines along Sixth Street and adjacent to the Cameron site were undergrounded as required by Town standards.
- The powerlines along Sixth Street and adjacent to the Bonfire Subdivision 2nd Filing were not undergrounded as required by Town standards.
- Streetlighting along Sixth Street was not completed adjacent to the Cameron site nor adjacent to the Bonfire Subdivision 2nd Filing.
- The Developer has approached the Town with a contract purchaser desiring to develop two lots fronting Sixth Street. The contract purchaser, in their due diligence considerations for the property purchase, filed several inquiries that needed clarification in the title work, including requirements for drainage dedications, private irrigation well and non-potable irrigation system improvements, creation of Lot Owner's association for maintaining private improvements within the subdivision, and powerline undergrounding and streetlight requirements.
- The proposed First Amendment to the Development Agreement (attached) proposes solutions to address the outstanding items in order to allow the contract purchase to proceed, and to complete the outstanding requirements.
- The proposed First Amendment specifically identifies that the contract purchaser is allowed to proceed with development of the two lots while the Developer completes work required to satisfy the development obligations.
- Storm Drainage and Non-potable Irrigation:
 - The First Amendment identifies that the Developer is required to complete dedications to the Town for water rights to the existing irrigation well in accordance with the Annexation Agreement and dedication of a drainage easement for the detention ponds in accordance with the subdivision plat.
 - The drainage and non-potable irrigation requirements are to be completed by December 31, 2022.
 - There is no cost to the Town for completion of the requirements related to the storm drainage and non-potable irrigation.
- Undergrounding Overhead Powerlines:
 - The Developer has requested that the Town participate financially in the cost of undergrounding the overhead powerlines along Sixth Street. The request is made in consideration that the overhead powerlines were installed shortly before the Developer acquired the Bonfire Subdivision 2nd Filing property and the Developer was not a party to the installation of the existing powerlines.
 - Poudre Valley Rural Electric Association (PVREA) is the power provider for this area and is the owner of the existing powerlines. PVREA has provided an estimated cost for the work required to relocate the overhead powerlines to underground (attached as Exhibit A). The estimated cost for undergrounding (February 2022 estimated cost) is \$132,878.34.
 - The cost estimate provided by PVREA is for undergrounding a one-aught line (aught refers to the gauge of wire, and is an indicator of how much power can be supplied on that line – lower aught line equates to less power supply capacity than a two-aught line, etc.).
 - The existing overhead line is a four-aught line. Relocating the overhead powerline and reducing the size to a one-aught line as proposed in the cost estimate could limit the power supply to

properties within the subdivision that may not support all of the types of light industrial businesses which may desire to locate there.

- Town staff recommends that a two-aught line be considered to meet anticipated power supply needs for the subdivision.
- In consideration of the desire to increase the size line that will be undergrounded from a one-aught line to a two-aught line, the Town may consider contributing to the cost of the undergrounding expense. The First Amendment includes language that contemplates the Town contributing up to \$45,000 if the Developer installs the two-aught line at the time of relocation.
- Sixth Street Streetlighting:
 - At the time public improvements are installed for a development, Developers are required to install streetlights. Streetlighting is a required public improvement for traffic safety.
 - Streetlights were not installed along Sixth Street at the time of development of the Bonfire Subdivisions.
 - The First Amendment identifies that the Developer is responsible for installing the streetlights adjacent to the Bonfire Subdivision 2nd Filing.
 - At the time the Cameron facility (Bonfire Subdivision 1st Filing) was developed, the streetlights were not installed as required. The Developer should not be responsible for installing streetlights adjacent to the Cameron site because the Developer was not involved in that property development.
 - Town staff recommends it is reasonable for the Town to participate in the expense of installing streetlights along Sixth Street adjacent to the Cameron property.
 - PVREA provided a cost estimate for the total cost of installing streetlights along Sixth Street. The cost estimate is for 2,655 linear feet of street frontage and the estimated cost is \$69,600.87.
 - The linear street frontage of the Cameron property is 1,060 linear feet, which is approximately 40% of the total linear street frontage. Based on the 40%, Town staff recommends it is reasonable for the Town to pay for 40% of the cost of streetlighting expense (actual calculation is \$27,840.35). The proposed amount was rounded up to \$30,000 for purposes of the First Amendment.
- Subdivision Streetlighting:
 - The Developer is required to install streetlighting within the subdivision. The streetlighting was not installed at the time the private street was constructed.
 - PVREA provided a cost estimate for installing streetlights along the private streets within the subdivision. The estimated cost (February 2022) is \$29,924.24.
 - The Developer has indicated that this cost was not a planned expense for the development of the private streets and is seeking consideration to reduce the expense to the Developer.
 - Town staff suggests that the cost of installing the street lighting along the private streets within the subdivision can be deferred to the time of site plan review for development of individual lots. At the time of site plan review, each lot development can provide lighting as part of their development to adequately illuminate the private streets by placing a light at the driveway entrances. The exact locations of driveways won't be known until the sites are developed, so it makes sense to defer this requirement.
 - Deferring the streetlights within the subdivision to the time of site development is a savings to the Developer of \$29,924.24 (based on 2022 cost estimate).

- Costs Summary:

- Below is a table summarizing the anticipated costs for undergrounding powerlines and installing streetlights and the Town's proposed portion as compared to the Developer's portion (based on 2022 estimates):

Improvement	Linear Feet	Est. Cost	Dev. %	Dev. Cost	Town %	Town Cost
Undergrounding	1595	\$ 132,878.34	100%	\$ 132,878.34	0%	\$ -
6th Street Streetlights	2655	\$ 69,600.87	60%	\$ 39,600.87	40%	\$ 30,000.00
Developer	1595					
Town	1060					
Subdivision Streetlights	N/A	\$ 29,924.24	0%	\$ -	N/A	N/A
Upgrade to 2-aught	1595	\$ 100,000.00	55%	\$ 55,000.00	45%	\$ 45,000.00
TOTAL		\$ 332,403.45		\$ 227,479.21		\$ 75,000.00

- Below is a table summarizing the savings that would be realized by the Developer if the Town participates in the costs proposed in the First Amendment:

	2022 Value of Town Participation	Percent of Total Cost
Deferred to Site Plan	\$ 30,000.00	9.0%
Town Undergrounding	\$ -	
Town Streetlights	\$ 30,000.00	9.0%
Upgrade to 2-aught	\$ 45,000.00	13.5%
TOTAL	\$ 105,000.00	31.5%

- Costs Considerations:

- The Developer has indicated that funds for completing the required undergrounding and streetlights was not anticipated in current project expenses. In consideration of allowing the Developer time to budget the necessary funds, the First Amendment contemplates that the Developer will escrow a portion of funds after each remaining lot within the subdivision is sold or developed. The escrowed portion of the funds would be available to the Town to complete the required development obligations in the event the work is not completed by the Developer.
- If the Town chooses to participate in the cost of the projects and expend Town funds for the Sixth Street lighting adjacent to the Cameron facility and/or a portion of the undergrounding

expense to upgrade the power supply to a two-aught line, the funds would need to be appropriated by the Board of Trustees in the annual budget process.

- Expenditure of Town funds for these required improvements would be partially offset by the expected increase in revenue from commercial property taxes from development of the lots within the subdivision, as described below.
- 2021 actual property taxes (Wellington Town taxes) for already developed properties within the subdivision (6 developed properties) totaled \$50,282.61. Below is a summary table of the Town property taxes for developed properties:
-

2021 Wellington Taxes Actual (developed lots)				
Lot	Block	Sq. Ft.	2021 Wellington Tax	2021 Tax \$ per SF
4	1	133294	\$ 3,497.43	0.026
6	1	79279	\$ 2,379.35	0.030
4	2	174240	\$ 4,975.17	0.029
5	2	317552	\$ 4,861.58	0.015
6	2	173804	\$ 13,206.23	0.076
Cameron	N/A	653400	\$ 21,362.85	0.033
TOTAL			\$ 50,282.61	0.033

Average \$
per SF

- There are 9 undeveloped lots remaining in the subdivision. Development of the lots would increase the property tax value of each of the properties. Below is a table of expected property taxes that would be collected after the 9 undeveloped lots become developed. The estimates in the table are based on 2021 tax values for a calculated average Town property tax per square foot of lot area (\$0.033 per SF as calculated in the table above).

2021 Wellington Tax Estimates (undeveloped lots)			
Lot	Block	Sq. Ft.	2021 Tax Estimates
1	1	115,870	\$ 3,804.10
2	1	118,918	\$ 3,904.17
3	1	86,249	\$ 2,831.62
5	1	128,938	\$ 4,233.14
1	2	117,176	\$ 3,846.98
2	2	118,048	\$ 3,875.61



3	2	144,184	\$	4,733.67
7	2	469,577	\$	15,416.58
8	2	367,646	\$	12,070.11
TOTAL			\$	54,715.98

- Based on the 2021 Wellington Town property taxes from the above estimates, the subdivision at full buildout could be expected to generate approximately \$105,000 of property taxes annually.
- In addition to the expected increase in property taxes from development of the properties, the contract purchaser has indicated that the expected valuation for their site acquisition, building and construction improvements is approximately \$8 to \$9 million of property investment. The contract purchaser estimates approximately \$9,000 to \$10,000 in annual sales tax revenue. The contract purchaser proceeding with development at the site in the Bonfire Subdivision would also bring additional job creation to the Town.

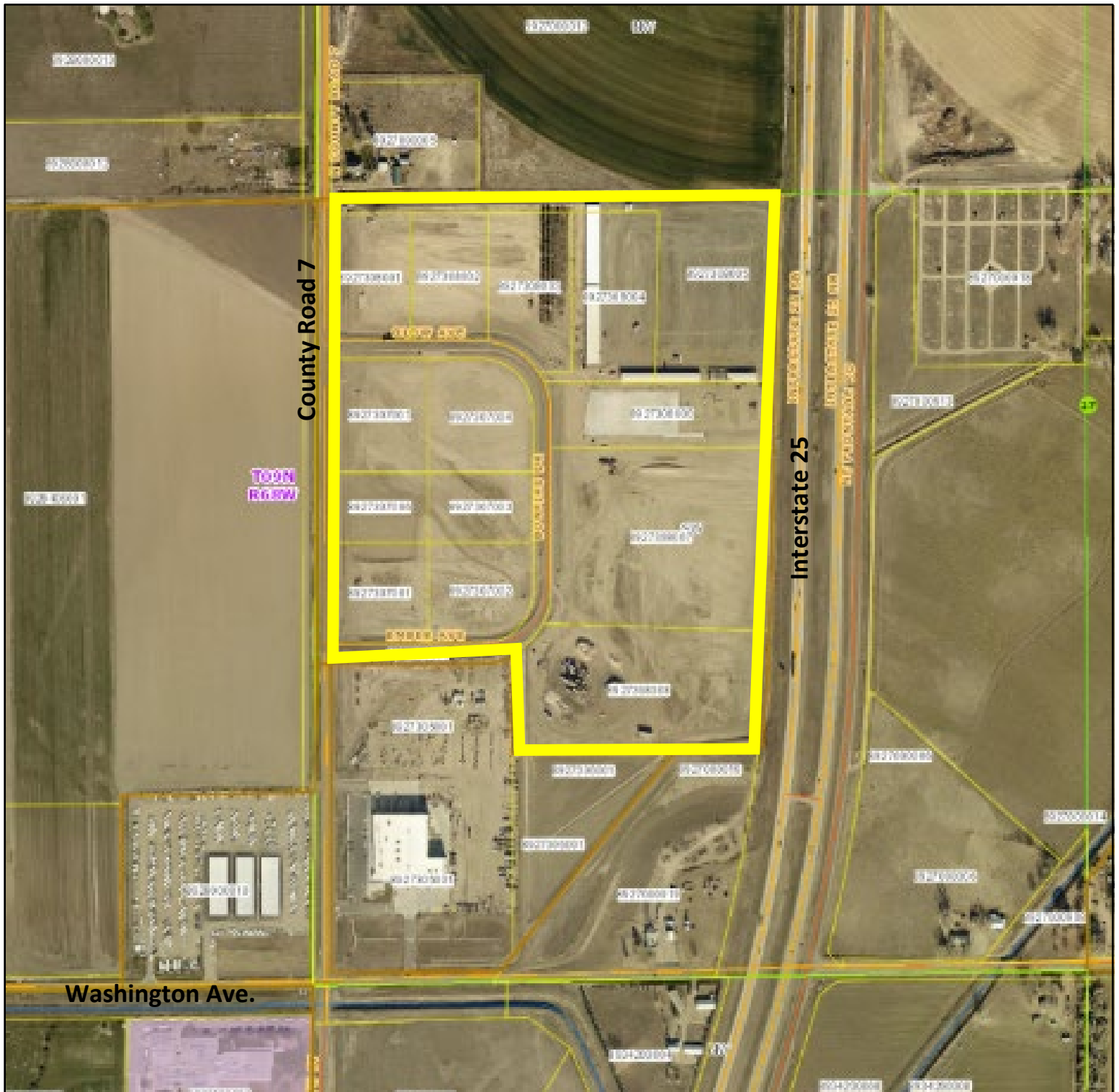
STAFF RECOMMENDATION

Move to approve the First Amendment to Bonfire Subdivision Development Agreement, authorize the Mayor to execute the amendment, and instruct staff to record the amendment with the Larimer County Clerk and Recorder's Office.

ATTACHMENTS

1. Location Map
2. First Amendment to Bonfire Subdivision Development Agreement
3. Exhibit A: Bid Proposal - Undergrounding Sixth Street Powerlines
4. Exhibit B: Bid Proposal - Streetlighting Along Sixth Street
5. PVREA Streetlight Layout
6. PVREA Bid Proposal - Subdivision Streetlights

Location Map Bonfire Subdivision 2nd Filing



**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
FOR PUBLIC IMPROVEMENTS
BONFIRE SUBDIVISION 2ND FILING**

This Amendment to Memorandum of Agreement for Public Improvements, Bonfire Subdivision 2nd Filing (the “**First Amendment**”), is entered into amending and clarifying the Memorandum of Agreement for Public Improvements Bonfire Subdivision 2nd Filing (the “**Development Agreement**”) and the Annexation Agreement (the “**Annexation Agreement**”). The Development Agreement and Annexation Agreement are hereinafter sometimes referred to together as the “**Improvement Agreements**.” The Development Agreement was dated March 22, 2016, and was recorded March 25, 2016, at reception number 20160017967 of the records of the Clerk and Recorder of Larimer County, Colorado. The Annexation Agreement was dated March 27, 2013, and was recorded April 8, 2013, at reception number 20130026417 of the records of the Clerk and Recorder of Larimer County, Colorado.

This First Amendment is entered into by WC Investments, Inc., a Wyoming corporation (“**WCI**”), High West LLC, a Wyoming limited liability company (“**HWLLC**”), Doug Walker (“**Walker**”) (WCI, HWLLC and Walker are sometimes referred to herein as “**Developer**”), by Purchaser (as subsequently defined) and by the Town of Wellington, Colorado, a Colorado municipal corporation, (the “**Town**”), to amend and clarify the Developer obligations set forth in the Improvement Agreements.

Recitals

WHEREAS, Developer is the owner of certain **Development Lots** (as defined below) in the Bonfire Subdivision First Filing, recorded October 25, 2013 at reception number 20130080443 of the records of the Clerk and Recorder of Larimer County, Colorado (“**Bonfire 1st**”) and Bonfire Subdivision Second Filing, recorded March 25, 2016 at reception number 20160017965 of the records of the Clerk and Recorder of Larimer County, Colorado (“**Bonfire 2nd**”) (together the Bonfire 1st and Bonfire 2nd filings are sometimes referred to as the “**Subdivisions**”).

WHEREAS, WCI has entered a contract with Kaufman & Robinson, Inc., a Colorado corporation (“**Purchaser**”) for the purchase and sale of two of the Development Lots, being Lots 1 and 2, Block 2, Bonfire 2nd (assessor parcels 89273-08-001 and 89273-08-002 (the “**Property**”).

WHEREAS, Lots 4, 5 and 6, Block 2, Bonfire 2nd (assessor parcels 89273-08-004, 89273-08-005 and 89273-08-006) and Lots 4 and 6, Block 1, Bonfire 2nd (assessor parcels 89273-07-004 and 89273-07-006) and all lots in Bonfire 1st have been sold and developed.

WHEREAS, 7 lots, Lots 3, 7 and 8, Block 2, Bonfire 2nd (assessor parcels 89273-08-003, 89273-08-007 and 89273-08-008) and Lots 1 through 3 and Lot 5, Block 1, Bonfire 2nd (assessor parcels 89273-07-001, 89273-07-002, 89273-07-003 and 89273-07-005) are owned by WCI, have not been sold and have not been developed (the “**Development Lots**”).

WHEREAS, There are nine (9) lots making up the Property (2 lots) and the Development Lots (7 lots) (together referred to as the “**Undeveloped Lots**”).

WHEREAS, Tract A, Bonfire 1st filing (assessor parcel 89273-06-001) is owned by High West LLC and is subject to a drainage and detention pond easement as shown on the Bonfire 1st plat.

WHEREAS, Purchaser, in Purchaser’s objections to Developer’s title, has requested that relative to the Annexation Agreement, Developer provide Purchaser with:

- Evidence that infrastructure improvements (street and traffic, water system, sewer system, storm drainage) have been installed in accordance with the direction of the Town Engineer and Public Works Department for the Town of Wellington, and that such infrastructure improvements comply with Town of Wellington ("Town") Standard Design Criteria and Standard Construction Requirements; and
- Evidence regarding the extent to which Seller has provided untreated water for use on landscaping for the Property or, alternatively, evidence of the extent to which Purchaser must make cash-in-lieu payments to the Town for raw water requirements according to the Town's raw water rate fee.

WHEREAS, the Development Agreement and Purchaser’s title objections require Developer to form a Property Owner’s Association to provide services to the Subdivision, including to own irrigation water rights, to maintain private roads and to address common areas in the Subdivisions (the “**Owner’s Association**”).

WHEREAS, further, Purchaser has requested, relative to the Development Agreement, that Developer provide Purchaser with evidence that:

- the necessary water lines, fire hydrants, sewer lines, streets and other improvements serving structures to be constructed on the Property have been completed and given construction approval by the Town;
- all necessary utilities have been installed as shown on the utility drawings submitted by the developer, have been inspected by the Town Engineer, and have received the Town Engineer's approval; and
- all infrastructure installed by the Developer or required in conjunction with the Bonfire Subdivision has received the approval of the Town and its design standards.

WHEREAS, prior development installed an overhead power line adjacent to the Subdivision with a Four-aught American Wire Gauge (“Aught”) electrical line.

WHEREAS, Developer is required by Town Code to underground powerlines adjacent to the Development Lots and could do so by reducing the electrical power capacity by installing a

smaller Aught power line. Developer has obtained an estimate for installation of a One-Aught power line.

WHEREAS, there is concern that future users in the Subdivision may require electrical power capacity beyond what the anticipated power delivery capacity would be if Developer reduces the electrical power capacity at the time of undergrounding to a One-Aught power line.

WHEREAS, the Town desires to ensure that adequate power capacity is available to support expected future users within the Subdivision, to promote the sale of the Undeveloped Lots and to protect future development potential.

WHEREAS, the Town has agreed that completion of utility undergrounding and installation of streetlighting on 6th Street may be deferred pending future development in the Subdivision.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties agree as follows:

1. Infrastructure Improvements. The Town's Engineer has confirmed that infrastructure improvements provided for by the Development Agreement which required Developer to post security as called for by the Development Agreement at paragraph 4(f) have been completed and, that streets and traffic control devices, fire hydrants, water system, sewer system and storm drainage improvements that were both in place in the Bonfire 1st and 2nd Subdivisions, and shown on plans and as-built utility drawings submitted to the Town as of December 1, 2021 (all such improvements described together as the "Installed Improvements") have been inspected and found to have been installed in accordance with the direction of the Town Engineer and Public Works Department and that such Infrastructure Improvements were found to comply with the Town Code and the Town's Standard Design Criteria and Standard Construction Requirements (the Town's "**Design Standards**") and have been given construction approval. The Town has not and will not inspect, maintain, accept for maintenance, or approve those improvements identified in paragraph 3(d) of the Development Agreement related to private roadways.

2. Design Standard Requirements for Purchaser's Improvements. Purchaser has not provided Town with proposed construction plans for the uses and structures intended on the Property and the Town may impose requirements associated with issuance of any building permit(s) and with any future use of the Property as allowed by the Design Standards as the Design Standards may be amended from time to time.

3. Required Future Improvements. Certain improvements required by the Design Standards or by the Improvement Agreements which have not been completed by Developer, will not be required in conjunction with the Development of the Property, but will be required in conjunction with the further development of the remainder of the Undeveloped Lots ("**Required Future Improvements**"). The parties agree that the Town will defer installation of Required

Future Improvements in conjunction with the development of the Property but, prior to issuance of further building permits, beyond the issuance of building permit(s) for improvements to the Property, Town will require Developer's satisfactory installation of additional improvements (the "First Amendment Improvements") as follows:

A. *Underground Utilities.* The Town code requires that telephone lines, electric lines, cable television lines and utility services be placed underground. Developer shall underground all utilities, including undergrounding the above ground power lines located on the Development Lots (including on the Property), and shall make necessary arrangements, including any construction or installation charges, with each utility provider for the installation of such facilities. Transformers, switching boxes, meter cabinets, pedestals, ducts and other facilities necessarily appurtenant to such underground utilities shall be placed underground or on the surface, but not on utility poles, and Developer shall install screening or fencing of those surface improvements that are required to be above ground to the satisfaction of the Town. All Underground Utilities, including necessary appurtenant facilities, shall be placed within easements or public streets, as therein provided, or upon private easements or rights-of-way provided for particular facilities.

i. *Cost of Undergrounding Power Line.* The Subdivision's electric utility provider, Poudre Valley Rural Electric Association, Inc. ("REA"), has provided an estimate of the cost to underground the existing overhead power line from the northwest corner of the Subdivisions to the southwest corner of the Subdivisions adjacent to 6th Street (the 6th Street Line"). That estimate is attached hereto as Exhibit A (the "Bid Proposal"). The current Bid Proposal cost as of February 14, 2022 to complete undergrounding is \$132,878.34. This estimate is for a One-Aught line.

ii. *Town Contribution.* Developer is responsible for the cost of undergrounding the 6th Street Line. In consideration of ensuring that future users within the Subdivision have adequate electrical power capacity and to promote the sale and development of the Undeveloped Lots, subject to appropriation by the Town Board, the Town agrees to pay up to a maximum amount of \$45,000.00 towards the undergrounding of power lines provided the power capacity of the 6th Street Line is increased to a minimum of a Two-Aught wire (the "Town Contribution"). The Developer is responsible for all other costs associated with undergrounding the 6th Street Line.

iii. *Escrow of Funds by Developer.* For any of the lots or portion of any of the lots making up the Undeveloped Property on which improvements ("Improvements"), are to be constructed or for which issuance of a building permit is requested before installation of improvements and before any building permit will be issued for that lot, Developer shall obtain an update of the Current Cost Estimate (updated to within 30 day of the date of the date on which Improvements are to be installed or building permits are to be issued) estimating the then current costs to perform the work contemplated by the Bid Proposal (an "Updated Bid

Proposal”). For any lot comprising the Undeveloped Property, which is conveyed by Developer or on which Improvements are to be installed, Developer may escrow with the Town an amount equal to 18% of the costs of any Updated Bid Proposal issued by REA within sixty days of any conveyance of an Undeveloped Property lot and if amounts are escrowed, such lot owner transferee and the transferee’s successors and assigns shall have no obligation for the cost of undergrounding the 6th Street Line. If the allowed escrow is not established, Developer and the owners of such Undeveloped Property lot(s) for which no escrow has been created shall be jointly and severally liable to pay all costs to REA to underground the 6th Street Line but shall be entitled to reimbursement by the Town to the extent of any escrowed amounts.

iv. *Completion of Undergrounding Power Line.* Upon conveyance by Developer and/or installation of Improvements by Developer of and/or on five (5) or more of the Undeveloped Lots, the Town may contract with REA to underground the 6th Street Line and hold Developer or any owner of a lot comprising the Undeveloped Lots for which no escrow has been created, liable to the Town to reimburse the REA cost paid to underground the 6th Street Line, which may be enforced by the Town through available remedies at law, including through imposition of a lien upon the properties of Developer or the lot owners. The Developer is obligated to notify the Town, in writing, within thirty (30) days following conveyance and/or installation of Improvements on any of the Undeveloped Lots. If Developer fails to convey and/or install Improvements on five (5) of the Undeveloped Lots within four (4) years of the date of this First Amendment, Developer shall be obligated to move forward with undergrounding the power line using the currently escrowed funds, the Town Contribution subject to appropriation, and Developer shall be responsible for any balance on costs for undergrounding the power line.

v. *Town Appropriation of Town’s Contribution.* Within thirty (30) days of Developer executing a contract or other agreement to convey and/or install improvements on the fifth (5th) or more Undeveloped Lot since the execution of this First Amendment, or at least sixty (60) days prior to a date four (4) years after execution of this First Amendment at which time the Developer has not executed contracts to convey and/or install improvements on five (5) or more Undeveloped lots, Developer shall notify Town of such event and provide a Current Cost Estimate dated within 30 days of such notice to the Town. Within two (2) years of receipt of such notice and Current Cost Estimate, the Town shall appropriate the funds for the Town Contribution. Failure by the Town to appropriate the funds within two (2) years pursuant to this subsection shall relieve Developer of further obligation to underground the 6th Street line but shall not entitle Developer to a refund of any escrowed funds, which shall be held by the Town to offset the future cost of undergrounding the 6th Street line.

vi. *Balance on Underground Costs.* Recognizing that the cost for undergrounding the power line will likely increase following the date of this First

Amendment, Developer shall place into escrow 18% of the total Bid Proposal for each lot sold, which amount would exceed 100% of the total Current Cost Estimate identified in Exhibit A for undergrounding the 6th Street line. Following completion of the 6th Street Line underground work, if any balance remains from the escrowed funds, the same shall be released to Developer. If the balance of the escrowed funds is insufficient to cover the actual costs of undergrounding at the time of installation, the Developer shall immediately advance funds to cover the actual costs in full.

B. *Street Lighting.* Installation of street lighting and associated underground street lighting supply circuits acceptable to the Town are required along 6th Street adjacent to the Development Lots (the “6th Street Lighting”) and on private streets within the Subdivision (the “Subdivision Street Lighting”).

REA has provided an estimate of the cost to install the 6th Street Lighting from the northwest corner of the Subdivision to the southwest corner of the Subdivision adjacent to 6th Street. The REA estimate is attached hereto as Exhibit B (the “Street Lighting Proposal”). The current Street Lighting Proposal cost as of February 14, 2022 to install the 6th Street Lighting is \$69,600.87.

i. In consideration of installing 6th Street Lighting adjacent to Lot 1, Bonfire 1st, a developed property on which Improvements were made prior to the Developer’s purchase of the Subdivisions consisting of approximately 1,060 linear feet of developed property (the “Lot 1 Bonfire 1 Streetlighting”), the Town, subject to appropriation, agrees to pay up to a maximum amount of \$30,000.00 for the 6th Street Lighting adjacent to the already developed property (the “Town’s Streetlighting Contribution”). The Developer is responsible for all other costs associated with installation of the 6th Street Lighting adjacent to Bonfire 2nd. If the Town fails to appropriate the Town’s Streetlighting Contribution, Developer and its successor in interest are nevertheless relieved of any obligation to install the Lot 1 Bonfire 1 Streetlighting.

ii. The Town agrees to defer the requirement for the Subdivision Street Lighting to be considered at the time of Improvements or site plan review for each lot comprising the Undeveloped Lots. Developer or the owners of Undeveloped Lots shall provide a lighting plan at the time of Improvements or site plan review demonstrating the intent private streets adjacent to the Undeveloped Lot is adequately illuminated.

iii. Developer’s installation of the 6th Street Lighting may occur at the same time as installation of the underground power line as set forth in Paragraph 3(A). Any failure to complete the undergrounding of the 6th Street Line shall not relieve the Developer of the obligation to complete the 6th Street Lighting.

C. *Irrigation.* The Annexation Agreement requires Developer to provide sufficient untreated water to irrigate all public and private landscaping including but not limited to private lawns and landscaped common areas, parks, greenbelts, and open spaces.

The State Engineer has issued Well permit number P11014-F for an irrigation well (the “**Hilderman Well**”), and the Water Referee for Water Division I issued a Decree authorizing use of the Hilderman Well to produce 2.05 CFS of groundwater for irrigation on December 15, 1972, in Case No. W-2304, which decree was transferred to Bonfire, LLC, Developer’s predecessor in title, in 2007. The Improvement Agreements provide that any agricultural, irrigation or other water well located on the Property shall be dedicated to the Town or that the Town may require the Owner adopt covenants and create a property Owner’s association to maintain the Hilderman Well. The Development Lots are intended to be developed for commercial or industrial uses which uses may allow greater concentration of impervious surfaces than residential development. At a minimum, Developer shall transfer any water well(s) decreed to provide water for the Development Lots, including the Hilderman Well, to a property owner’s association for the Subdivisions. Developer shall install irrigation supply lines to deliver non-potable water from such well to any common areas requiring irrigation within the Development Lots. In the event any Purchaser or other buyers of Development Lots request delivery of non-potable water for irrigation of additional landscaping within the Development Lots, the Purchaser or other buyers shall be responsible for the cost of install of irrigation supply lines meeting Town standards to deliver non-potable water from such well to the property line of each Development Lot and to provide irrigation for street trees and to all detention or other similar landscaped common area tracts. The Owner’s association covenants and bylaws shall provide details for this requirement.

D. *Storm Drainage.* All Development Lots within the Subdivision are required to provide stormwater detention in accordance with the Design Standards. The Bonfire Subdivision First Filing identified Tract A (the “**Drainage Pond**”) as a drainage and detention pond to be dedicated to the public. The Drainage Pond has not been dedicated to the Town and will be dedicated for drainage and detention as provided for on the subdivision plat. As part of the dedication (a) the Town does not accept maintenance responsibilities for Tract A; (b) Developer will provide the Town with detention capacity analysis showing all drainage basins that drain to the Drainage Pond, drainage amounts from each such property and the basis of the drainage calculations, and (c) the Developer shall deed the Drainage Pond, subject to the easement dedication to the Town, to the Owner’s Association which shall have the obligation by covenants to maintain the Drainage Pond. The foregoing requirements of this paragraph 4 shall be complied with by December 31, 2022.

4. First Amendment Improvements. Except as otherwise set forth above, it shall be Developer’s obligation to satisfy and complete the First Amendment Improvements by the earlier of development of any Development Lot (excepting the Property) or December 31, 2022. The Town may withhold or refuse to issue building permits for further improvements to the Development Lots (excepting the Property) until the First Amendment Improvements have been completed and accepted by the Town.

5. Purchaser’s Obligations. Subject to the provisions or requirements contained in this First Amendment, Purchaser is released from any and all obligation to complete the Required Future Improvements and First Amendment Improvements set forth herein, which Required Future

Improvements and First Amendment Improvements shall remain the responsibility of Developer to complete. Upon acquisition of the Property by Purchaser, Purchaser acknowledges and agrees it shall otherwise be subject to Town requirements including as set forth in the Town Code, the building codes and the Town's Design Standards related of the Property.

6. Binding Obligations. Developers are jointly and severally liable for the obligations of the Improvement Agreements as amended by this First Amendment. All obligations of this First Amendment shall, except as set forth herein, shall be binding on the parties hereto as if they were parties to the Improvement Agreements and as if the terms hereof had been terms of the Improvement Agreements. Except as clarified and amended herein the Improvement Agreements and Design Standard obligations all remain binding on Developer and Purchaser.

IN WITNESS WHEREOF, the Town and Developer have caused this Agreement to be duly executed on the day and year first above written.

[Signature Pages to Follow]

[Signature Page of Town]

TOWN OF WELLINGTON

Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

(SEAL)

Approved as to form:

March & Olive, LLC
Town Attorney

By: _____
Dan Sapienza

Doug Walker

By: _____
Doug Walker

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me on _____, _____ 20____ by
Doug Walker.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires: _____



INVOICE: **220070**

Invoice Date 2/14/2022

Due Date: Upon Receipt

Amount Due: \$132,878.34

WC Investments
3325 Polk Avenue
Cheyenne, WY, 82001

DESCRIPTION		AMOUNT
Invoice to underground powerlines in front of Bonfire Subdivision.		\$ 132,878.34
MESSAGES		TOTAL:
		\$ 132,878.34

WHEN REMITTING PAYMENT, PLEASE REFERENCE OUR
WORK ORDER # **220070**

DISTRIBUTION DESIGNER: Matt Truelove

PLEASE CALL (970) 377-6650 WITH ANY QUESTIONS.

THANK YOU.

Matt Truelove


Distribution Designer

Remit To:
Poudre Valley REA
Attn: Matt Truelove
PO Box 272550
Fort Collins, CO 80527-2550



(970) 226-1234 • (800) 432-1012
7649 REA Parkway
P.O. Box 272550
Fort Collins, Colorado 80527-2550

CONTRACT FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for electric service from Poudre Valley Rural Electric Association, Inc. (hereinafter called the "Association") upon the following terms and conditions:

1. GENERAL

- The Applicant will, when electric energy becomes available, purchase from the Association all electric energy used on the premises described below and will pay for at the applicable rates and terms in accordance with the "Schedule of Rates for Electricity and Rules and Regulations" (hereinafter called the Rules and Regulations) as may from time to time be established by the Association. This contract shall continue in force for a minimum number of years as specified in paragraph 4 (c) below from the date service is made available hereunder and said contract shall be automatically renewed on a yearly basis until cancelled by at least thirty (30) days written notice given by either party to the other, at the addresses specified herein.
- The minimum monthly or annual charge for electric service, regardless of the kilowatt hours consumed, shall be the higher of the following charges:
 - The minimum specified in the applicable rate schedule.
 - The transformer charge specified in the applicable rate schedule. No agent or representative of the Association has the power to amend, modify, alter, or waive any of the provisions of the terms of this contract. Any promises, agreements, or representations made by any agent or representative of the Association not herein set forth shall be void and of no effect.
- Acceptance of this contract by the Association shall constitute a binding agreement between the Applicant and the Association. This contract will not alter the terms of any other contract between the Applicant and the Association.

2. RESPONSIBILITY

- The Applicant will comply with the Rules and Regulations of the Association.
- Failure on the part of the Applicant to accept service from the Association or to comply with the Rules and Regulations of the Association, or to perform under the terms and conditions of this contract, shall not relieve the Applicant from making all the payments and performing all the conditions set forth in this contract. In the event the applicant becomes delinquent in any payments, the applicant will forfeit all construction deposits therefore made, and the Association shall have the option to declare all of the remainder of the payments due under this contract immediately due and payable. The Association, at its option and without further notice, may remove all or part of the facilities.
- The Association may record this instrument in the office of the County Clerk and Recorder in the County in which the real estate is situated.
- This contract shall be binding upon the successors, legal representatives, heirs, devisees, and assigns of the respective parties hereto.
- The Association shall use reasonable diligence to provide the Applicant with a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted or become defective through acts of God, or the public enemy, or by accident, strikes, labor troubles, or by action of elements or inability to secure rights-of-way, or other permits needed, or any other cause beyond reasonable control of the Association, the Association shall not be liable therefor.

3. RIGHTS-OF-WAY

- The Applicant hereby grants and conveys unto the Association the right, privilege, and easement to construct, operate, and maintain the facilities together with right of ingress and egress, including the installation of Association owned locks and/or lock boxes, etc., as may be necessary to extend, maintain, and operate this service.
- The Applicant hereby gives to the Association without cost or expense, the further right and privilege to cut and trim any trees or shrubbery near said overhead lines of the Association, so that adequate and proper service may be extended hereunder.
- The Applicant further agrees to assist in obtaining needed rights-of-way that may be required to provide service hereunder.
- The Applicant acknowledges that he/she has been instructed to disclose locations of underground obstructions. The Applicant agrees to indemnify the Association against loss or damage to underground property of the Applicant or to underground property of others on the Applicant's property. The Association will use reasonable care in locating and digging holes or trenches for poles, anchors, or under-ground service but will not be responsible for damage to sewers, water lines, or other underground facilities if the exact location of such underground property cannot be determined before construction begins.

4. CONTRACT PROVISIONS

- Service will be rendered at the Association's standard voltage. The Association's meter shall constitute the point of delivery to the Applicant and the Applicant will own and maintain all poles, wires, equipment, and other facilities beyond the point of delivery.
- Service to be furnished under this contract is to be delivered at a mutually agreed point on the Applicant's premises described below:

Legal Description:

Located in: SW Quarter of Section: 27 Township: 2 N, Range: 68 W, of 6th P.M. in the County of Larimer Location No.: _____
SERVICE ADDRESS: TBD FURTHER DESCRIBED AS: 250-Watt Equivalent LED Street lights

- This contract shall continue in force for a minimum of ten years from the date service is made available. Contract Expiration Date: _____
- Rate Schedule: SHL Type of Service: Permanent () Indeterminate (X) Temporary () Addendum for Extension _____
Single Phase (X) Three Phase () Overhead () Underground (X) Maximum KVA N/A Horsepower N/A
W.O. No.: 220070 Engineer: MT Purchase of Power: _____ ROW Easement: N/A Minimum: \$13.34/Month/Light
- The Association hereby acknowledges receipt of the following consideration paid by the Applicant in accordance with the applicable Rules and Regulations:

<u>252.20</u>	Ledger Acct. No.	Amount Due: \$	<u>69,600.87</u>	Refundable	Yes ()	No (X)
_____	Ledger Acct. No.	Amount Due: \$	_____	Refundable	Yes ()	No ()

Conditions: **PLEASE NOTE THE LOCATION OF OUR STAKES AND ADVISE POUDRE VALLEY REA OF ANY UNDERGROUND OBSTRUCTIONS. THE APPLICANT WILL PAY THE TOTAL COST OF THE FACILITIES, NOT TO EXCEED \$69,600.87. 120-VOLT SERVICE FOR (12) 250-WATT EQUIVALENT LED STREETLIGHT(S) ON A 35' (FOOT) GREY FIBERGLASS POLE.**

Owner (X) Yes () No	APPLICANT(S)	Town of Wellington	
Home Phone Number	SIGNATURE(S)	☒ _____ Date X _____ Title X _____	☒ _____ Date X _____ Title X _____
Cell Phone Number 970-568-3381	ADDRESS	PO BOX 127	
Work Phone Number	CITY-STATE-ZIP	Wellington, CO 80549	

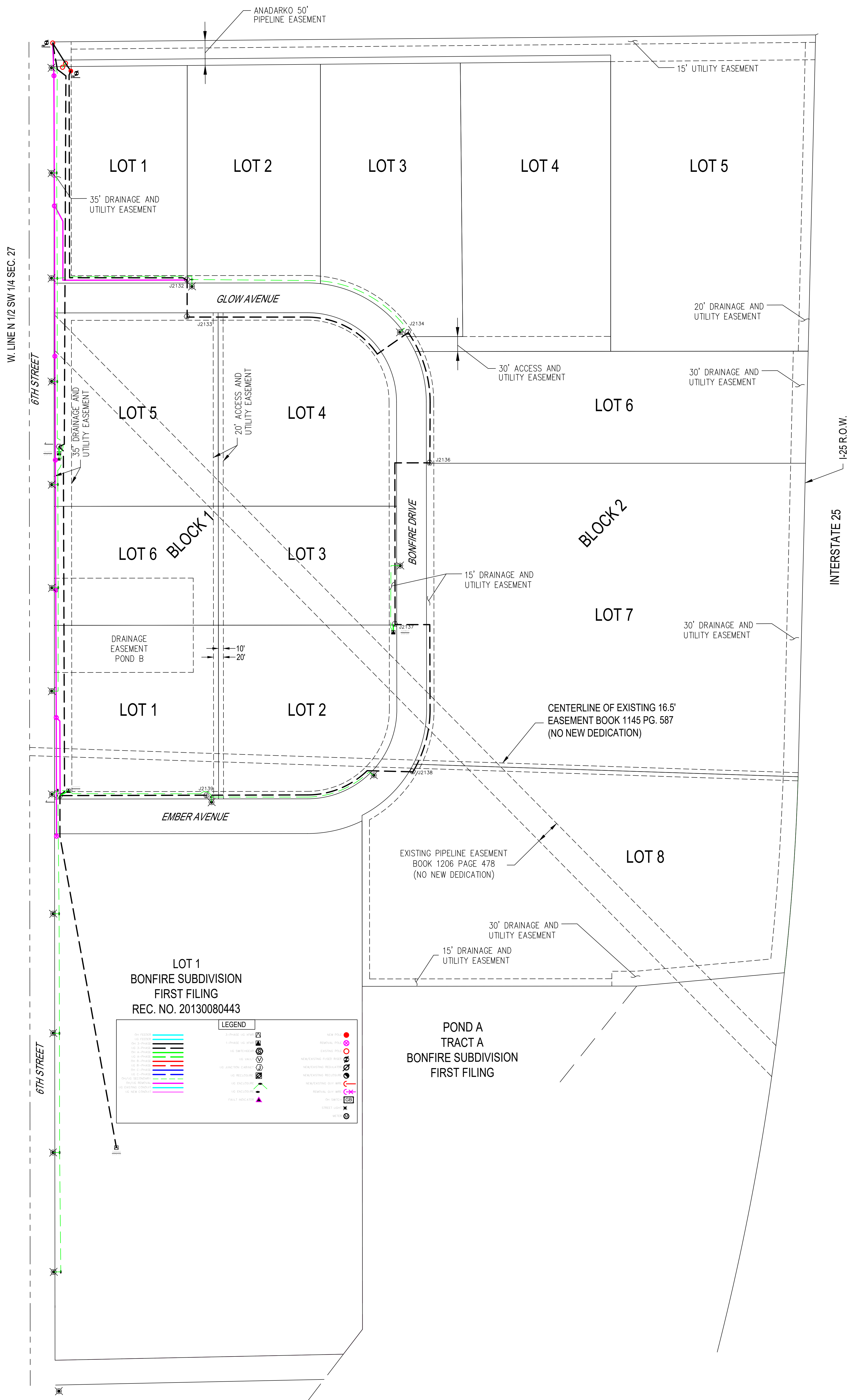
I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT	Signature ☒ _____	Date ☒ _____
ACCEPTED BY POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC.	Signature ☒ _____	Date ☒ _____

(X) INITIALS : _____

WORK ORDER NUMBER: 220070

EXHIBIT A

SHEET 1 OF 1



N.T.S.

DRAWING FILE NAME:
MATT T/BONFIRE UNDERGROUNDING/
BONFIRE EXHIBIT A.DWG

DATE
1/26/22

REVISION
MPT

STATE
COLO.

COUNTY
LARIMER

SUBDIVISION NAME

BONFIRE

MAP NUMBER

9N68W-27

OF THE



(970) 226-1234 • (800) 432-1012
7649 REA Parkway
P.O. Box 272550
Fort Collins, Colorado 80527-2550

CONTRACT FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for electric service from Poudre Valley Rural Electric Association, Inc. (hereinafter called the "Association") upon the following terms and conditions:

1. GENERAL

- The Applicant will, when electric energy becomes available, purchase from the Association all electric energy used on the premises described below and will pay for at the applicable rates and terms in accordance with the "Schedule of Rates for Electricity and Rules and Regulations" (hereinafter called the Rules and Regulations) as may from time to time be established by the Association. This contract shall continue in force for a minimum number of years as specified in paragraph 4 (c) below from the date service is made available hereunder and said contract shall be automatically renewed on a yearly basis until cancelled by at least thirty (30) days written notice given by either party to the other, at the addresses specified herein.
- The minimum monthly or annual charge for electric service, regardless of the kilowatt hours consumed, shall be the higher of the following charges:
 - The minimum specified in the applicable rate schedule.
 - The transformer charge specified in the applicable rate schedule. No agent or representative of the Association has the power to amend, modify, alter, or waive any of the provisions of the terms of this contract. Any promises, agreements, or representations made by any agent or representative of the Association not herein set forth shall be void and of no effect.
- Acceptance of this contract by the Association shall constitute a binding agreement between the Applicant and the Association. This contract will not alter the terms of any other contract between the Applicant and the Association.

2. RESPONSIBILITY

- The Applicant will comply with the Rules and Regulations of the Association.
- Failure on the part of the Applicant to accept service from the Association or to comply with the Rules and Regulations of the Association, or to perform under the terms and conditions of this contract, shall not relieve the Applicant from making all the payments and performing all the conditions set forth in this contract. In the event the applicant becomes delinquent in any payments, the applicant will forfeit all construction deposits therefore made, and the Association shall have the option to declare all of the remainder of the payments due under this contract immediately due and payable. The Association, at its option and without further notice, may remove all or part of the facilities.
- The Association may record this instrument in the office of the County Clerk and Recorder in the County in which the real estate is situated.
- This contract shall be binding upon the successors, legal representatives, heirs, devisees, and assigns of the respective parties hereto.
- The Association shall use reasonable diligence to provide the Applicant with a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted or become defective through acts of God, or the public enemy, or by accident, strikes, labor troubles, or by action of elements or inability to secure rights-of-way, or other permits needed, or any other cause beyond reasonable control of the Association, the Association shall not be liable therefor.

3. RIGHTS-OF-WAY

- The Applicant hereby grants and conveys unto the Association the right, privilege, and easement to construct, operate, and maintain the facilities together with right of ingress and egress, including the installation of Association owned locks and/or lock boxes, etc., as may be necessary to extend, maintain, and operate this service.
- The Applicant hereby gives to the Association without cost or expense, the further right and privilege to cut and trim any trees or shrubbery near said overhead lines of the Association, so that adequate and proper service may be extended hereunder.
- The Applicant further agrees to assist in obtaining needed rights-of-way that may be required to provide service hereunder.
- The Applicant acknowledges that he/she has been instructed to disclose locations of underground obstructions. The Applicant agrees to indemnify the Association against loss or damage to underground property of the Applicant or to underground property of others on the Applicant's property. The Association will use reasonable care in locating and digging holes or trenches for poles, anchors, or under-ground service but will not be responsible for damage to sewers, water lines, or other underground facilities if the exact location of such underground property cannot be determined before construction begins.

4. CONTRACT PROVISIONS

- Service will be rendered at the Association's standard voltage. The Association's meter shall constitute the point of delivery to the Applicant and the Applicant will own and maintain all poles, wires, equipment, and other facilities beyond the point of delivery.
- Service to be furnished under this contract is to be delivered at a mutually agreed point on the Applicant's premises described below:

Legal Description:

Located in: SW Quarter of Section: 27 Township: 2 N, Range: 68 W, of 6th P.M. in the County of Larimer Location No.: _____
SERVICE ADDRESS: TBD FURTHER DESCRIBED AS: 100-Watt Equivalent LED Street lights

- This contract shall continue in force for a minimum of ten years from the date service is made available. Contract Expiration Date: _____
- Rate Schedule: SHL Type of Service: Permanent () Indeterminate (X) Temporary () Addendum for Extension _____
Single Phase (X) Three Phase () Overhead () Underground (X) Maximum KVA N/A Horsepower N/A
W.O. No.: 220070 Engineer: MT Purchase of Power: _____ ROW Easement: N/A Minimum: \$7.92/Month/Light
- The Association hereby acknowledges receipt of the following consideration paid by the Applicant in accordance with the applicable Rules and Regulations:

<u>252.20</u>	Ledger Acct. No.	Amount Due: \$	<u>29,924.24</u>	Refundable	Yes ()	No (X)
	Ledger Acct. No.	Amount Due: \$		Refundable	Yes ()	No ()

Conditions: **PLEASE NOTE THE LOCATION OF OUR STAKES AND ADVISE POUDRE VALLEY REA OF ANY UNDERGROUND OBSTRUCTIONS. THE APPLICANT WILL PAY THE TOTAL COST OF THE FACILITIES, NOT TO EXCEED \$29,924.24. 120-VOLT SERVICE FOR (5) 100-WATT EQUIVALENT LED STREETLIGHT(S) ON A 13' (FOOT) BLACK FIBERGLASS POLE.**

Owner (X) Yes () No	APPLICANT(S)	WC Investments			
Home Phone Number	SIGNATURE(S)	☒	Date X	☒	Title X
Cell Phone Number 307-421-4265	ADDRESS	☒	Date X	☒	Title X
Work Phone Number	CITY-STATE-ZIP	3325 Polk Ave Cheyenne, WY 82001			

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT	Signature ☒		Date ☒	
ACCEPTED BY POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC.	Signature ☒		Date ☒	



Board of Trustees Meeting

Date: April 12, 2022

Submitted By:

Subject: Contract to Complete a Water and Wastewater Rate Study

- **Presentation: Vik Runkle, Interim Finance Director**

EXECUTIVE SUMMARY

After working on a rates study in late 2021, the Board of Trustees and the Citizens' Roundtable recommended the Town complete a rates study for both Water and Wastewater developed by a rates consultant. Staff members wrote a proposal and searched for companies able to accomplish this work within the required time frame. Six companies were identified and contacted. All expressed interest.

BACKGROUND / DISCUSSION

The Town received three proposals to complete water and wastewater rate studies. The proposers were as presented in the following table.

Firm	Price	Combined Evaluators' Scores
Harvey/Woodard	\$89,210	66%
Haven and Sawyer	\$59,340	78%
Raftelis	\$72,855	84%

The three that did not provide a proposal stated they did not have the staff resources necessary to complete the project.

Each proposal was evaluated on the following factors.

Description
1. Overall Quality (Appearance/Readability/Etc.) of Proposal
2. Defined Project Approach & Scope
3. Technical Capabilities & Qualifications of Firm
4. Ability/Experience of Proposed Staff
5. Project Schedule
6. Background Research Evident in Proposal
7. Firm Location & Location of Key Personnel
8. Contact with Town Staff During Bidding
9. Past Performance with Town
10. Project Cost

Raftelis is the recommended company for several reasons.

- They are a rates analysis firm. It is not a firm with other services and they also happen to do utility rates. Their national and Colorado focus is rates analysis.
- They are completing a similar process for the City of Golden, including significant citizen engagement.
- While all the firms have experience in Colorado, Raftelis has more experience in Colorado than the other firms as it relates to rates development.
- Raftelis understands Colorado water issues. Again, all proposers are quality companies, Raftelis' brings a depth of experience with Colorado water issues. They have customers throughout the State, and understand the challenges all water purveyors are facing.
- Raftelis teaches water and wastewater rates analysis at national conferences.
- The primary project member was the water rates leader with Denver Water.

All prices included 4 meetings. We are still developing the number of meetings with the Roundtable members and the Board of Trustees. The Golden project had over six meetings with the Roundtable. We are still working on the specific agendas for each meeting. The agenda of each meeting will determine if staff can provide the support the members need or whether we will need additional consultant time. If we need more time, we will inform the Board, but write a separate contract for additional meetings.

The last time the Town embarked on a rates study was in 2019. At that time, the budget was \$100,000. The actual contract was \$75,000.

Next Steps: If the Board approves the attached contract, the immediate actions will include:

- April 21: A staff kick off meeting. At this meeting we will ensure we identify goals and collect data. We will have a completed schedule of all meetings, *without* exact Roundtable dates. The Roundtable members will select their own meeting times at the initial meeting.
- May 12: 5:30 PM Initial Roundtable meeting. At this meeting, the citizens will select their regular meeting dates and times. Also provided: "rates 101" and Wellington "Utilities 101" overview.

The Schedule:

A detailed schedule is being developed with the Proposal understanding the work has to be completed in late August or early September to ensure time to discuss any rate changes for the 2023 budget process.

Roundtable Members:

The next item is to select members of the Roundtable. The process the Town used in the past appeared to work well with the Town Administrator asking the Board of Trustees for their recommendations, selecting a representative from various Town's other Boards and Commissions, and then having the Town Administrator call potential candidates for their interest and availability. We recommend the same process. Of course, members of the earlier process who are not serving on the Board of Trustees will be the first people called. They have a wealth of background and can aid the new members. The Town Administrator will work with you on the selection of the Roundtable members.

STAFF RECOMMENDATION

Staff members request the Board approve the attached contract.

The Budget will have to be amended as this was not planned in the 2022 Budget. Money is available to meet this need from available Fund Balance. We would budget it in the following GLs:

211-80-4100 Water Rate Study \$36,427.50

211-80-4500 Sewer Rate Study \$36,427.50

ATTACHMENTS

1. Raftelis
2. Contract

**Updated Water and Wastewater
Rate and Fee Study**

COPY / PROPOSAL / APRIL 1, 2022

City of
Wellington





Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.



April 1, 2022

Ms. Victoria Runkle
Interim Finance Director
City of Wellington
3735 Cleveland Avenue
Wellington, CO 80549

Subject: Proposal for Water and Wastewater Rate and Fee Study

Dear Ms. Runkle

The City of Wellington (City), like most communities on the Front Range, is experiencing incredible growth. With that growth comes the need for careful planning and analysis to ensure tap fees are priced to adequately cover the cost of buying into the system, and rates water customers pay fairly and adequately covers the cost of providing continued high-quality service.

To that end, the Board of Trustees (Trustees) approved water fee increases for 2021 – which included a nearly 250%¹ increase in the base rate and a more modest, but still significant increase in tier rates of 25%. These increases make it possible to fund approximately \$28 million in capital investment projects for its water and sewer systems in 2022. These projects align with the City's 2021-22 Strategic Plan to "Ensure adequate current and future water resources, treatment and delivery."

Managing all this properly will entail a delicate balancing act: on the one side is the need to fund these critical capital projects and on the other is minimizing the impact to rates. Whichever way the balance sways, public support will be critical. Through this rate study, our firm, Raftelis, with thousands of similar studies completed over the last 30 years, is uniquely poised to help the City strike that perfect balance.

With a national footprint, having served the utilities that serve 20% of the U.S. population, Raftelis is one of the most experienced financial consultants to utilities in the country, and with an office in Denver, we have expertise serving dozens of utilities in Colorado, where our recommendations are readily adopted and implemented. Our team has considerable experience in utility financial management, rate and fee studies, and infrastructure funding. We literally wrote the book on it, as primary author on several texts and AWWA's annual Water and Wastewater Rate Survey. An additional asset we offer is a team of highly trained and accredited community engagement experts, because we know that most successful rate studies happen when stakeholders have been well-informed and engaged in the process. To that end, we have included an optional task to support the City's communications staff with public engagement for the study.

I will serve as Project Manager, responsible for overall project accountability and for ensuring the study meets industry standards and is completed in a timely manner. I personally have more than 20 years of national financial experience in the utility industry, including serving clients in Colorado. In fact, I was the Rates Manager at Denver Water for more than 6 years. I am also a co-instructor of AWWA's Financial Management Cost of Service seminar and am leading the update to the AWWA Rates Manual of Practice – *Principles of Rates, Fees, and Charges*. Most important to you, I have had

¹ From January 18, 2021 Council work session video

the opportunity to work with a number of neighboring utilities in recent years, including the City of Greeley, Pueblo, Evans, Town of Erie, Eagle and as well as a number of Districts in the greater Denver area. I therefore have an appreciation for the unique challenges that Front Range communities face.

I am proud of the resources that we can offer and ask for the opportunity to assist the City on this engagement. Thank you very much for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Todd Cristiano'.

Todd Cristiano

Senior Manager

P: 303.305.1136 | E: tcristiano@raftelis.com

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WHO IS

Raftelis

RAFTELIS IS THE TRUSTED
ADVISOR TO UTILITIES
AND THE PUBLIC SECTOR.

+ VISIT [RAFTELIS.COM](https://raftelis.com) TO LEARN MORE



Raftelis provides utilities and public-sector organizations with insights and expertise to help them operate as high-performing, sustainable entities providing essential services to their citizens. We help our clients solve their financial, organizational, technology, and communication challenges, achieve their objectives, and, ultimately, make their communities better places to live, work, and play.

THE CITY & RAFTELIS

The Right Fit

We believe that Raftelis is the right fit for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE

This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components.

With 120 consultants, Raftelis has the largest water-industry financial and rate consulting practice in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading rate consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DEFENSIBLE RECOMMENDATIONS

When your elected officials and customers are considering the validity and merit of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology.

Our senior staff is involved in shaping industry standards by chairing various committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF). Raftelis' staff members have also co-authored many industry standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES

An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line.

Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.



USER-FRIENDLY MODELING

A modeling tool that your staff can use for scenario analysis and financial planning now and into the future will be key for the City going forward.

“Simplicity is the ultimate sophistication” guides our model development. We develop custom models for each client which captures and organizes the data in an easy-to-follow format. Most important, we develop our models with the end user in mind with the functionality required to make key decisions.



RATES AND FEES THAT ARE ADOPTED

For the study to be a success, rates and fees must be successfully approved and implemented.

Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We develop a message regarding the changes that is politically acceptable and convey that message in an easy-to-understand manner. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

28 years
serving the
public sector

How
we
stack
up

OUR TEAM INCLUDES

120+ consultants focused on
finance/management/communication/
technology for the public sector

5 chairs & **20** members of
AWWA and WEF utility finance and
management committees and subcommittees

& the
President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

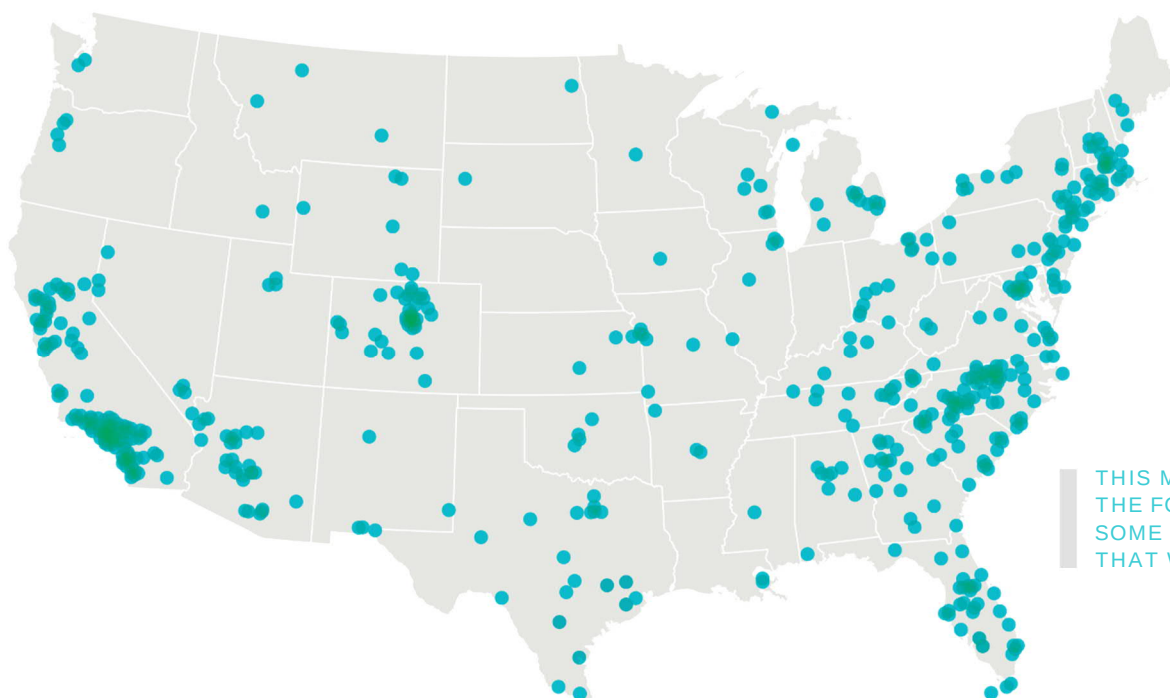
In the past year alone, we worked on

900+ projects for **600+** agencies in **44** states

Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,200 public agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 900 financial/organizational/technology consulting projects for over 600 agencies in 44 states, the District of Columbia, and Canada.



THIS MAP AND THE MATRIX ON THE FOLLOWING PAGES SHOW SOME OF THE UTILITY CLIENTS THAT WE HAVE ASSISTED.

Raftelis has provided financial/organizational/technology assistance to utilities serving more than

25% of the U.S. population

Colorado Experience

This matrix shows a sample of some of the utilities throughout Colorado that Raftelis staff has assisted and the services performed for these utilities.

Client	Benchmarking	Cost-of-Service Analysis	Debt Issuance Support	System Development Fees	Financial & Capital Improvements Planning	Public Education & Outreach	Rate Case Support	Rate Structure Development	Rate Study	Stakeholder Process Development & Facilitation
Arapahoe County Water and Wastewater Authority		●			●			●	●	
Aspen, City of		●	●		●			●	●	
Aurora, City of		●	●	●	●	●		●	●	●
Bancroft-Clover Water and Sanitation District		●		●	●			●	●	●
Bear Creek Water and Sanitation District					●			●	●	
Berthoud, Town of				●	●			●	●	
Boxelder Sanitation District		●		●	●			●	●	
Boulder, City of		●		●	●	●		●	●	●
Brighton, City of	●				●					
Broomfield, City & County of	●	●	●	●	●	●		●	●	●
Cañon City		●	●	●	●			●	●	●
Castle Rock, Town of		●			●	●		●	●	●
Crestview Water & Sanitation District		●	●		●	●		●	●	●
Denver, City And County of		●	●		●	●		●	●	●
Denver Water						●		●	●	●
Durango, City of		●		●	●			●	●	●
Eagle River Water & Sanitation District						●		●	●	
East Larimer County Water District		●		●	●	●		●	●	
Eaton, Town of		●			●			●	●	
Englewood, City of	●	●			●	●		●	●	●
Erie, Town of		●		●	●			●	●	
Evans, City of					●				●	
Fort Collins, City of		●			●			●	●	
Fort Collins - Loveland Water District		●	●	●	●	●	●	●	●	●
Fort Morgan, City of				●	●			●	●	●
Fruita, City of		●		●	●					
Golden, City of		●		●	●			●	●	●
Grand Junction, City of	●	●	●	●	●	●		●	●	●
Greeley, City of		●	●	●	●			●	●	●
Idaho Springs, City of		●	●	●	●	●	●	●	●	●

Client	Benchmarking	Cost-of-Service Analysis	Debt Issuance Support	System Development Fees	Financial & Capital Improvements Planning	Public Education & Outreach	Rate Case Support	Rate Structure Development	Rate Study	Stakeholder Process Development & Facilitation
Ken-Caryl Ranch Water & Sanitation District		●			●			●	●	
Lakewood, City of		●			●			●	●	
Left Hand Water District		●		●	●			●	●	
Littleton, City of	●	●				●	●	●		●
Lochbuie, Town of				●	●			●	●	●
Longmont, City of	●	●		●	●			●	●	●
Louisville, City of		●		●	●			●	●	●
Mead, Town of		●		●	●			●	●	
Mount Crested Butte Water & Sanitation District	●	●	●	●				●	●	●
Mount Werner Water & Sanitation District	●	●		●	●			●	●	●
Nederland, Town of		●		●	●			●	●	
Northern Colorado Water Conservancy District						●				
Platteville, Town of			●	●	●			●	●	
Pueblo, City of	●	●		●	●	●		●	●	●
Pueblo Water		●		●	●					
Pueblo West Metropolitan District	●	●		●	●	●		●	●	●
Salida, City of		●		●	●			●	●	
Security Water & Sanitation District		●		●	●			●	●	●
South Adams County Water & Sanitation District	●				●					●
St. Vrain Sanitation District		●		●	●			●	●	●
Steamboat Springs, City of		●	●	●	●			●	●	●
Superior, Town of				●	●			●		
Thornton, City of	●	●	●	●	●	●		●	●	●
Three Lakes Water & Sanitation District		●		●	●			●	●	
Trinidad, City of	●	●		●	●			●	●	●
Triview Metropolitan District				●	●			●	●	
Upper Eagle Regional Water Authority					●			●	●	●
Upper Thompson Sanitation District		●			●			●	●	
Westminster, City of	●	●	●	●	●			●	●	
Woodmoor Water & Sanitation District No. 1				●	●			●	●	●

Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

Town of Erie [co](#)

Reference: Todd Fessenden, Public Works Director

P: 303.926.2895 / E: tfessenden@eriegov.org

Project: Water, wastewater, and stormwater financial plan, cost of service, rate design, and tap fees

City of Golden [co](#)

Reference: Anne Beierle, Public Works Director

P: 303.384.8153 / E: abeierle@cityofgolden.net

Project: Water, Wastewater, and Storm Drainage Financial Plan, Cost of Service, and Rate Design Study

Ken-Caryl Ranch Water and Sanitation District [co](#)

Reference: Tim Anderson, District Manager

P: 303.979.7424 / E: tanderson@kcranch.org

Project: Water and Wastewater Financial Plan Update/Water and Wastewater Tap Fee Update

City of Evans [co](#)

Reference: Jacque Troudt, Finance Director

P: 970.475.1127 / E: jtroudt@evanscolorado.gov

Project: Stormwater financial plan and rate study/Police Impact Fee Study

Revised Scope of Work

Task 1: Project initiation

Work Plan Activities

- **Project Management**

- Provide timely invoices, conduct regular calls with the City's project manager, manage Raftelis resources and meeting defined timelines.

- **Pre-Project Initiation Meeting**

- Provide data request in advance of project initiation meeting.
- Review prior City rate models prior to the meeting
- Schedule conference call to review and clarify data request items.

- **Project Initiation Meeting (Project Kick-off Meeting)**

- Finalize project management items – invoicing, communication protocol, roles and responsibilities
- Discuss key objectives and desired outcomes of the study – ***“What does success look like for the City on this engagement?”***
- Discuss current customer and political environment and how that may impact study
- Discuss other policy objectives that may affect the study (e.g., reserve policies, debt coverage requirements, etc.).
- Review and clarify remaining data request items
- Finalize schedule, deliverables, and milestones
- Discuss the basic components of a water and wastewater rate and fee model. Identify the areas of customization and functionality to meet Staff's needs.

- **Pricing Objectives Workshop (Same day as project initiation meeting)**

- Conduct a pricing objectives workshop with City Staff to better understand the genesis of current rate structures, and critical issues that should be considered in the development of alternative rate designs.
- Review current tap fee structure and identify the key priorities for tap fees (i.e. equity between different types of development, affordable housing, consistency in application, etc.)
- Establish measurable criteria for each objective to test the ability of each structure to meet the objective
- Based on initial rankings, introduce a few conceptual examples of structures that will meet the objectives

Typical Pricing Objectives

1. Revenue stability
2. Essential use affordability
3. Conservation
4. Demand management
5. Equity between customer classes
6. Equity between customers within a class
7. Equity between new and existing customers
8. Easy to implement and administer

- **Deliverables**

- Kick-off meeting and pricing objectives workshop with City Staff

Task 1: Project initiation

Work Plan Activities

- Technical memorandum summarizes the list of items above. This document will serve as the benchmark for measuring success of the project
- Technical memorandum summarizing the outcome of the top ranked pricing objectives for rate design and tap fees. This memorandum will serve as the bookends for developing the rate and tap fee alternatives
- Technical memorandum summarizing the model organization and customer requirements required by the City.

Task 2: Water Demand/Wastewater Flow Customer Characteristics

Work Plan Activities

- **Water:**
 - Tabulate and summarize monthly billing data by customer class.
 - Develop the bill frequency to determine the number of bills and volume billed in each tier. If possible, separate analysis by class for rate design alternatives.
 - Calculate the number of bills and accounts by meter size (if available) for the rate structure alternative analysis.
 - Project water demands considering growth and changes in use per account.
- **Wastewater:**
 - Tabulate and summarize monthly billing data by customer class.
 - Calculate the estimated residential billable flow and contributed commercial flow to the WWTP.
 - Calculate the number of bills and accounts by meter size (if available) for the rate structure alternative analysis.
 - Project billable wastewater flows considering changes as a result of changes in water use.
- **Deliverables**
 - Technical memorandum summarizing customer class demand and flow characteristics for use in the cost of service, rate design, and tap fee analysis.

Task 3: Tap Fees

Work Plan Activities

Conduct the following analysis for the water and wastewater impact fees in compliance with CRS 29-20-104 Impact Fee Statute:

- Calculate the current value of available capacity and planned growth-related costs. We will evaluate the valuation in one of two ways:
 - The value of system facilities will be evaluated using the existing asset listing, or
 - The unit replacement cost of the water system's backbone facilities (treatment plant, large transmission mains, pump stations, treated storage, etc.).
- Estimate the remaining capacity in existing facilities and capacity to be added with future facilities (e.g. growth-related CIP)
- Apply adjustments such as developer contributions and outstanding loans currently paid through rates
- Determine the remaining existing capacity and future capacity to be added for the water and wastewater system.
- Establish peak demand basis for water based on a ¾" water meter and the peak contributed wastewater flows for a ¾" water meter.
- Review and evaluate existing fee structure against the objectives identified in Task 1. Develop tap fee alternatives based on the ranked pricing objectives identified in Task 1.
- Compare tap fees under new structure to fees under existing structure.
- Prepare a tap fee survey of peer communities for use in the final Trustee presentation.
- **Deliverables**
 - Technical memorandum summarizing the assumptions, data sources, and the calculated water and wastewater tap fees with assessment schedule and calculated alternative fee schedules
 - Conference call with Staff to review preliminary results
 - Peer survey of tap fees

CRS §29-20-104.5 Impact Fees

- Fees must be generally applicable to a broad class of property (for example, residential, commercial, etc.).
- Fees must be intended to defray the projected impacts on capital facilities caused by proposed development.
- Fees are directly related to service that a local government is authorized to provide.
- The asset has an estimated useful life of five years or longer.
- The fee is required by the charter or general policy of a local government

Task 4: 10-Year Financial Plan

Work Plan Activities

Develop separate revenue requirement financial plan projections for water and wastewater incorporating the following:

- Create a financial plan for the study period 2022 to 2031. Within each financial plan, prepare separate cash flows that track annual operating activities and capital activities.
- Forecast revenue under existing rates using the demands projections in Task 2, tap fees, and other miscellaneous revenues. Tap fee revenues will be projected based on the growth estimates of infill and new development.
- Forecast operations and maintenance (O&M), repair and replacement (R&R) capital, expansion capital (based on master plan results or other engineering reports), and existing and proposed debt service. Incorporate new positions, changes in operating efficiencies, inflation, etc.
- Identify the projects eligible for bond or state loans based on timing, duration, and the amount of the project. Raftelis can present financial plan alternatives considering specific projects financed through state loans or grants that have been secured by the City.

Task 4: 10-Year Financial Plan

Work Plan Activities

- Develop 'optimal' revenue requirement financial plan balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets and debt service coverage requirements and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.
- Review existing reserve levels for water and wastewater and recommend changes based on specific financial risks or upcoming large capital expenditures.
- Conduct an on-site meeting to review preliminary results with City Staff.
- Update financial plan scenarios based on feedback from City Staff
- Update rates under existing rate structure based on proposed financial plan adjustments
- Prepare a rate survey of communities for use in the final Trustee presentation.
- **Deliverables**
 - Technical memorandum summarizing initial draft results for Staff's review
 - On-site meeting with Staff to review, conduct live scenario analysis, and finalize cash flows for use in the cost of service and rate design analysis
 - Technical memorandum summarizing the assumptions, data sources and final financial plan scenarios in which to design rates and presented to the Board of Trustees.

Task 5: Cost of Service Analysis

Work Plan Activities

- **Water Utility**
 - Determine the test year revenue requirement
 - Assign the net book value or replacement cost of existing utility infrastructure to the correct functional categories for the allocation of annual capital costs. Functional categories include: treatment, transmission and distribution, pumping, storage, and fire protection.
 - Assign test-year capital costs (PAYGO financing and projected debt service), O&M expenses, and non-rate revenue offsets to the correct functional categories
 - Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the correct demand parameters. Demand parameters include average day demands, peak demands, and customer-related activities such as billing, meters and services, and customer field services.
 - Determine customer class units of service. Units of service include class average day demands, peak demands, number of bills and number of ¾" meter equivalents.
 - Distribute the allocated test-year capital costs, O&M expenses and non-rate revenue offsets to customer classes based on each of their proportionate share of demands, bills and equivalent meters
 - Compare the class cost of service to the revenue projected under existing rates for the test-year. This comparison will show the percentage change in the classes based on the cost of service process.
- **Wastewater Utility**
 - Determine the test year revenue requirement
 - Assign the net book value or replacement cost of existing utility infrastructure to the correct functional categories for the allocation of annual capital costs. Functional categories may include: primary treatment, secondary treatment, UV disinfection, headworks, collection system lift stations, etc..
 - Assign test-year capital costs (PAYGO financing and projected debt service), O&M expenses, and non-rate revenue offsets to the correct functional categories

Task 5: Cost of Service Analysis

Work Plan Activities

- Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the correct demand parameters. Demand parameters include contributed flow, infiltration and inflow, strength, and customer-related activities such as billing, meters and services, and customer field services.
- Determine customer class units of service. Units of service include class billable flows, infiltration and inflow contributions, strength, and customer.
- Distribute the allocated test-year capital costs, O&M expenses and non-rate revenue offsets to customer classes based on each of their proportionate share of demands, bills and equivalent meters
- Compare the class cost of service to the revenue projected under existing rates for the test-year. This comparison will show the percentage change in the classes based on the cost of service process.
- **Deliverables**
 - Draft technical memorandum summarizing assumptions, data sources, and preliminary results of the water and wastewater cost of service analysis
 - Conference call with Staff to review water and wastewater cost of service results.
 - Technical memorandum summarizing the finalized cost of service results based on feedback from Staff. These results will be used in the rate design analysis

Task 6: Rate Design

Work Plan Activities

- **Develop rates under the City's existing rate structures:**
 - Update the current water and wastewater rates with the test year revenue requirement increase
- **Finalize rate structure alternatives**
 - Building on the initial rate structure alternatives introduced in Task 1 and the customer demand characteristics, finalize the rate structure alternatives (i.e. uniform vs increasing block volume rates, number of tiers, tier thresholds, and the tier price ratios)
- **Develop rates under proposed alternative rate structures:**
 - Based on consultations with City Staff and other stakeholders, develop potential alternative water and wastewater rate structures based on the pricing objectives identified in Task 1. Compare results from proposed rates under each structure against the ability to meet pricing objectives.
- **Conduct a rate survey**
 - Develop a water and wastewater utility bill comparison under the City's existing and proposed rates under existing structure and alternative structures compared against 5 peer utilities
- **Deliverables**
 - Technical memorandum summarizing assumptions, data sources, and preliminary results of the test year rates under the existing structure and alternative structures
 - On-site meeting with City to review rate design alternatives, update based on discussions with Staff and finalize the preferred alternative and the preferred tap fee alternative

Task 7: Reports, Stakeholder Meetings, and Rate Models

Work Plan Activities

- Prepare a draft summary report of findings and conclusions of the study for Staff to review and comment.
- Incorporate comments from the draft report into a final report.

Task 7: Reports, Stakeholder Meetings, and Rate Models

Work Plan Activities

- Attend up to four stakeholder meetings. Stakeholders may include the Board of Trustees or the Resident Roundtable
- Deliver water and wastewater rate model with ½ day of training [1]

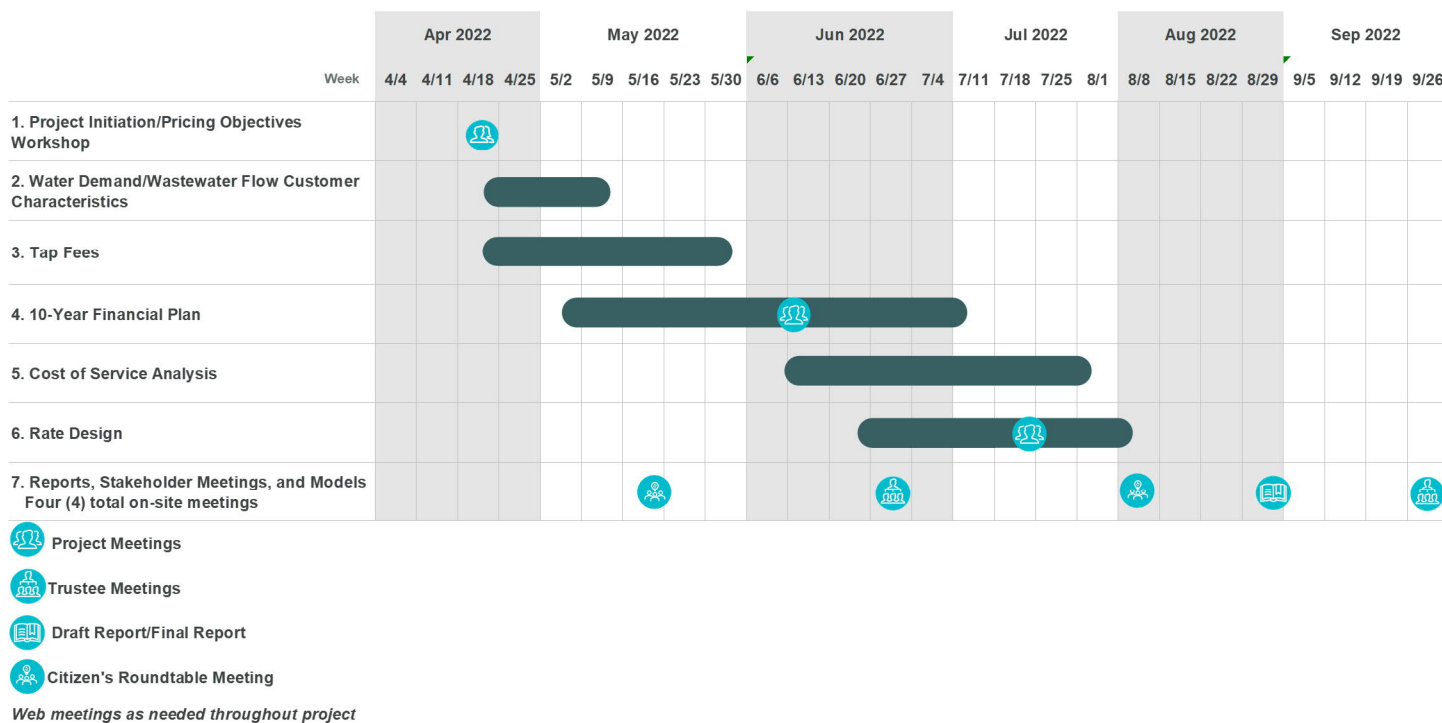
[1] The rate model will be developed throughout the study. Staff will be able to see the progression and learn about the functionality. Comments and suggestions will be incorporated into the final version

Summary of Deliverables

- **Technical memorandums**
 - Project initiation meeting
 - Pricing objectives
 - Rate model design
 - Water demand/wastewater flow characteristics
 - Calculated tap fees
 - Preliminary financial plan scenarios
 - Final financial plan scenarios
 - Preliminary cost of service results
 - Final cost of service results
 - Rate design (existing structure and alternative structure analysis)
- **On-site meetings**
 - Project initiation meeting/Pricing objectives workshop
 - Financial planning meeting
 - Rate design meeting
 - Up to four stakeholder meetings
- **Other deliverables**
 - Tap fee peer survey
 - Rate design survey
 - Presentation material for Board of Trustees meeting
 - Presentation material for stakeholder meetings
 - Draft report
 - Final report
 - Various project meeting calls as needed throughout study
 - Delivery of water and wastewater rate model

Schedule

Our Project Manager for this project, Todd Cristiano, is based locally so we will be able to hold on-site and virtual meetings as desired by Staff. In addition, this project will be managed out of our Greenwood Village office with local analysts and consultants. The schedule below is our estimate on the timing of milestones and deliverables based on typical projects of this size and scope.



Cost

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. We've estimated this project at \$72,855.

Tasks	Number of On-Site Meetings	Hours					Total Labor	Total Expenses	Total Labor and Expenses
		TMC	LC	SC	Admin	Total			
1. Project Initiation/Pricing Objectives Workshop	1	12	10	8	3	33	\$6,855	\$330	\$7,185
2. Water Demand/Wastewater Flow Customer Characteristics	-	6	12	32	-	50	\$9,110	\$500	\$9,610
3. Tap Fees	-	8	12	34	-	54	\$10,000	\$540	\$10,540
4. 10-Year Financial Plan	1	10	12	36	-	58	\$10,890	\$580	\$11,470
5. Cost of Service Analysis	-	6	10	24	-	40	\$7,450	\$400	\$7,850
6. Rate Design	1	10	10	30	-	50	\$9,550	\$500	\$10,050
7. Reports, Stakeholder Meetings, and Models Four (4) total on-site meetings	4	26	22	24	-	72	\$15,430	\$720	\$16,150
Total Estimated Meetings / Hours	7	78	88	188	3	357			
Hourly Billing Rate		\$285	\$190	\$160	\$85				
Total Professional Fees		\$22,230	\$16,720	\$30,080	\$255		\$69,285	\$3,570	\$72,855

TMC - Todd Cristiano (Project Manager)

LC - Lead Consultant

SC - Staff Consultant

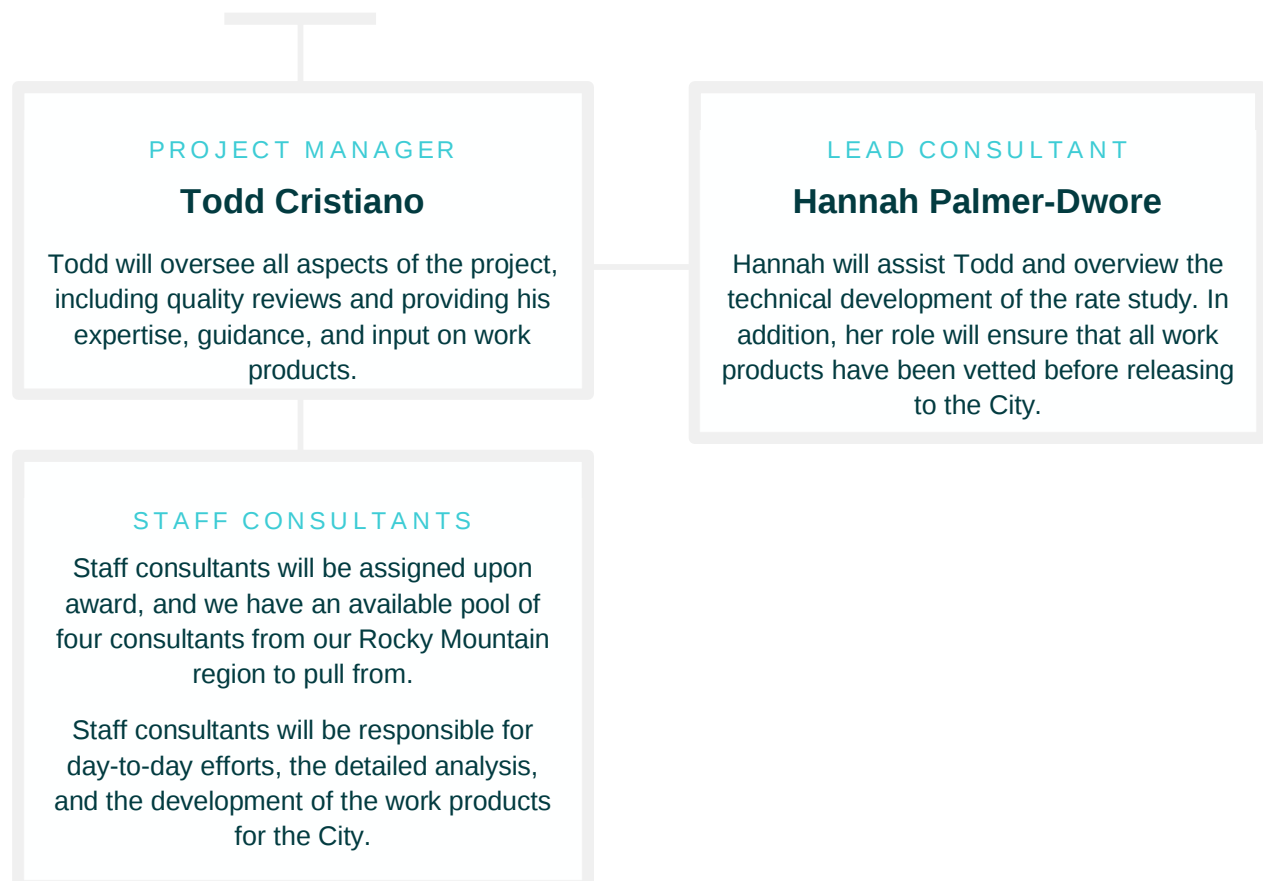
Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.

City of Wellington



Todd Cristiano

PROJECT MANAGER

Senior Manager



ROLE: PROJECT MANAGER

Todd will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Todd will serve as the City's main point of contact for the project.

PROFILE

Todd has nearly 20 years of utility finance experience—14 years as a consultant to utilities and 6 years as the Manager of Rates at Denver Water. He has completed studies across the U.S. for water, wastewater, stormwater, electric, and gas utilities. His experience covers technical areas and industries such as municipal fee development, utility cost-of-service and rate structure studies, economic feasibility analyses, impact fee studies, and budget processes. While at Denver Water, he oversaw four significant rate- and fee-related studies, all unanimously approved by the Board of Water Commissioners, and also served as interim budget manager at Denver Water. As a member of the AWWA, he has helped to develop industry guidelines regarding financial and rate-making practices. In particular, as the former Chair of the AWWA Rates and Charges Committee, he co-authored the water reuse chapter in the latest edition of *Manual M1, Principles of Water Rates, Fees and Charges*. He is now leading the update the AWWA M1 Manual of Practice Principle of Rates, Fees, and Charges. Todd is also co-instructor for the AWWA's biennial Financial Management: Cost-of-Service Rate-Making Seminar.

KEY PROJECT EXPERIENCE

Town of Eagle (CO)

Todd served as the project manager on this engagement. The Town retained Raftelis to complete and wastewater financial plan and tap fee analysis. It had been a number of years since the last review and update. Of particular interest to the Town was the impact new developments would have on user rate revenue and tap fee revenues. The Town wanted to ensure that growth paid its fair share for connecting to the wastewater system. Raftelis developed multiple cash flow scenarios, each varying the timing and the amount of new development units completed during the study period. We finalized three scenarios – low, medium, and high growth. The Town selected the medium growth scenario which included annual increases of 3% over the 10-year study period. Raftelis also evaluated the wastewater tap fee. As part of this review was to assist in defining the flow criteria of 1 EQR and better aligning the EQR-based assessment structure to be representative of those flow characteristics. Raftelis presented several memorandums with conclusions and recommendations. The Town is evaluating options to update these assessment schedules considering the ease of understanding by the development community and the ease of administration.

Specialties

- Financial planning
- Cost-of-service & rate structure studies
- Litigation support
- Economic feasibility analyses
- Impact fee studies - utility & non-utility
- Reviews of policies, procedures, & operating practices
- Budget processes

Professional History

- Raftelis: Senior Manager (2019-present); Manager (2017-2018)
- Stantec (2016-2017)
- Denver Water: Manager of Rates (2010-2016)
- Malcolm Pirnie-Arcadis-US (2005-2010)
- Black & Veatch (1998-2005)

Education

- Master of Business Administration
- - University of Colorado (2003)
- Bachelor of Science in Chemical Engineering - University of Tulsa (1995)

Professional Memberships

- AWWA: Former Chair of Rates & Charges Committee
- Lead on the update of the AWWA Manual of Practice M1 – Principles of Rates, Fees, and Charges

Town of Eagle (CO)

Todd served as the project manager on this engagement. The Town had retained a consultant in 2016 to develop a financial plan and rate design for their water utility. Following iterations of the report and feedback from stakeholders, the Town requested Raftelis to conduct a peer review of the Excel model, results, and provide any recommendations on the study. Raftelis worked with the Town's consultant, reviewed detailed billing data, financials, rate design options and the Excel model's structure. Overall, Raftelis found the assumptions and results of the model sound, accurately documented, and the financial plan projections were reasonable based on the assumptions provided by the Town. We provided comments on the Consultant's rate design options as they related to meeting conservation goals, equity, and impact to customers. We provided a technical memorandum summarizing our results. This memorandum was presented to the Town's Board of Trustees for review and comment.

City of Golden (CO)

The City of Golden (City) provided water, sewer, and drainage services to approximately 5,400 customers through separate self-supporting enterprise funds. Rates charged for services must be adequate to support maintenance and operations, debt service, capital improvements, asset reinvestment, and transfers for general administration.

This City requested a comprehensive financial and rate analysis on their water, wastewater, and stormwater utilities. They wished to focus on the rate structures, updates to the cost-of-service with recommendations on the best alternatives for equitable and sustainable revenue recovery by each customer class. The last cost-of-service study was completed over 10 years ago.

Also part of this study was convening a Utility Rate Citizens Committee (URCC) to review and provide recommendations on rate alternatives based on identified pricing objectives. Raftelis developed rate alternatives for each utility.

Raftelis prepared financial plans, cost-of-service analysis, and rate design for each utility. Using the pricing objectives from the URCC, we developed three alternatives for water, two for wastewater, and two for stormwater. The water alternatives for residential and commercial were individualized structures. The tiered residential structure was based on indoor and outdoor use. Tier 1 was based on a customer's average winter consumption. Tiers 2 and 3 were based on normal, efficient use and inefficient use. The commercial structure was based on efficient use. Tier 1 was based on the customer's average winter consumption. Tiers 2 and 3 were based on multiplies of their tier 1 threshold.

For stormwater, of particular interest was improving the equity between residential and commercial customer classes. The existing residential fee is on a per dwelling unit basis and commercial is based on individual impervious area. Raftelis developed a impervious area fee for both residential and commercial. This increased the residential fee and reduced the commercial fee. The City adopted the new rates and rate structures for 2020.

City of Aspen (CO)

Todd served as the project manager on this engagement. The City of Aspen (City) retained Raftelis to conduct a technical review of their consultant of record's most recent water and electric rate study. Raftelis reviewed the consultant's rate study and determined that a complete revision was required. The City had developed its own financial plan but requested an update using rate revenue projections based on detailed billing data. Raftelis used the City historical billing to project rate revenues over the 5-year period. Based on that data, Raftelis was able to develop the necessary revenue adjustments over the study period.

The City also requested a new cost-of-service and rate model. The cost-of-service model included a unique cost allocation methodology. Instead of the traditional water allocations of average day, peak day, peak hour and customer costs, the City uses a potable cost allocation separated into four functional cost areas - Demand, fire, pumping, and variable charge.

They also have a fifth non-potable component for raw water customers. These functional areas also serve as the rate structure components.

We allocated line operation and maintenance costs, their capital program, debt service, and changes in reserves. The City had determined that they were incurring significant increases in fire-related costs. This was due in part to increased operations and maintenance associated with maintaining the various fire-related facilities and capital costs associated with fire protection. The City's topography and customer density presents a number of challenges with having a system properly sized for fire protection.

Instead of customer classes, each customer's rate structure is based on the number of equivalent capacity units or ECUs. The four cost components in the cost-of-service analysis also serve as the rate structure components. ECUs are based on the number of fixtures in the dwelling. Demand and fire charges are assessed on a per ECU basis, pumping is assessed on volume of water pumped to the residence. There are three levels of pumping. The variable charge thresholds (a 5-tiered increasing block structure) are also based on the number of ECUs.

City Council had provided direction that they wanted to mitigate rate shock to low volume users. Raftelis designed a rate structure module allowed City staff to transition to cost-of-service over multiple years, while still recovering the overall annual revenue requirement. Todd presented the cost-of-service approach to City Council in August 2018. The final cost-of-service analysis and rates is anticipated to be complete in time for their 2019 budget approval in October 2018.

Relevant Recent Project Engagements (within 5 years)

- City of Aspen (CO) – Water and electric rate study
- Town of Erie (CO) – Water, wastewater, and stormwater financial plan, cost of service, rates and system development charges
- Three Lakes WSD (CO) – Wastewater financial plan and system development charges
- City of Greeley (CO) – Water and wastewater cost of service and plant investment fees
- City of Durango (CO) – Water and wastewater financial plan, cost of service, rate and system development charges
- Ken-Caryl Ranch WSD (CO) – Water and wastewater financial plan update
- City of Golden (CO) – Water, wastewater, and stormwater financial plan, cost of service, and rates
- Denver Water (CO) – Financial plan and cost of service studies (while employed at Denver Water)
- City of San Diego (CO) – Water and wastewater financial plan, cost of service, and rates
- Salt Lake City Department of Public Utilities (UT) - Water, wastewater, and stormwater financial plan, cost of service, rates and system development charges
- Town of Eagle (CO) – Wastewater financial plan
- City of Craig (CO) – Water and wastewater financial plan
- City of Pueblo (CO) – Wastewater financial plan and plant investment fees
- City of Scottsdale (AZ) – Wastewater cost of service and rate design
- Town of Marana (AZ) – Water and wastewater financial plan, cost of service and rate design
- City of Tolleson (AZ) – Water and wastewater financial plan
- City of Buckeye (AZ) – Water and wastewater financial plan, cost of service, and rates
- City of Pocatello (ID) – Water, wastewater, and sanitation financial plan, cost of service, rate, and system development charges
- City of Sheridan (WY) – Water and wastewater financial plan and plant investment fees
- City of West Jordan (UT) – Water, wastewater, and stormwater financial plan, cost of service, and rates

PUBLICATIONS

- "Evaluating Pricing Levels and Structures to Support Reclaimed Water Systems," Research Report, WateReuse Foundation, 2009

PRESENTATIONS

- “A Guide to Designing Conservation-Oriented Water System Development Charges,” AWWA and Western Resources Advocates , 2018, <https://westernresourceadvocates.org/projects/water-system-development-charges/>
- Co-Instructor for American Water Works “Financial Management - Cost-of-Service Rate Making Seminar,” 2010-present
- “The Grass is Always Greener...Building Consensus of Reclaimed Water Project Pricing for Jointly Operated Systems,” Water Environment Federation Technical Exhibition and Conference, 2008
- “Honestly, What’s the Reuse,” WateReuse Symposium, 2008
- “Showers to Flowers - Objectives and Approaches for Reclaimed Water Pricing,” Utility Management Conference, 2010
- “Which Conservation Rate Structure is Best for Your Utility,” Utility Management Conference, 2013
- “Financial Management and Ratemaking Challenges for Reuse Water,” Utility Management Conference, 2015
- “Rate Perception Surveys: Leveraging Customer Knowledge to Create the Right Rate Structure,” Annual Conference Exhibition (ACE), 2015
- “Assessing Household Affordability in the Denver Water Service Area,” ACE, 2015
- “Rate Perception Surveys: Leveraging Customer Knowledge to Create the Right Rate Structure,” Utility Management Conference (ACE), 2016

Hannah Palmer-Dwore

LEAD ANALYST

ROLE

Hannah will serve as the lead analyst and will assist associate analysts in the development of the various models.

PROFILE

Hannah has a diverse background including natural science, natural resource management, and quantitative analysis. Her expertise includes geospatial analysis and modeling, technical report writing, and data management.

KEY PROJECT EXPERIENCE

Town of Eagle (CO)

The Raftelis team began working on a wastewater rate and tap fee study in August 2020. This study was heavily impacted by uncertainty stemming from the ongoing COVID pandemic. The Town was concerned about a downturn in growth and rising costs of construction, in particular. As part of the financial model, Hannah conducted sensitivity analyses to model different growth scenarios and cost estimates. In addition to developing a 12-year financial planning model and tap fees, Hannah evaluated the current equivalent residential unit (EQR) that serves as the basis for assessing wastewater fees. She used historical data to provide recommendations to the Town on establishing an EQR to be in the future.

Town of Nederland (CO)

Hannah served as lead consultant on the Town of Nederland's (Town) water and wastewater financial plan, plant investment fee (PIF), and rate study. During this study, JVA worked as a subconsultant to Raftelis and was tasked with creating a Master Infrastructure Plan (MIP). The results of the MIP were incorporated into the financial plan, PIF, and rate study. As the Town highly values sustainability and equity, these were used as key objectives in creating new rate structures. Hannah worked closely with Town staff and the Board of Trustees to craft rates that reflected these values while funding utility operations. She developed rates in tandem with 10-year financial plans and financial planning models to be used by the Town in the future.

City of Jackson (WY)

Raftelis was engaged by the City of Jackson (City) to conduct a comprehensive rate and plant investment fee study. As lead analyst, Hannah conducted a cost-of-service analysis and assisted in developing a long-range financial plan. This plan provided several rate and fee recovery strategies, including tiered water rates, increasing revenue recovered through fixed charges, and tailoring plant investment fees to ensure equitable charges are assessed. Hannah assisted in stakeholder engagement by providing materials for Citizen Rate Committee (CRC) meetings.

City of Evans (CO)

The City of Evans (City) is focused on long-term sustainability in both financial and strategic planning. Anticipating large capital expenditures in the next ten years, the City engaged Raftelis to develop a long-range financial plan that sustains the financial health of the storm drainage fund. Hannah worked with City staff to develop a financial plan and planning



Specialties

- Geospatial analysis
- Rate modeling & forecasting
- Water utility financial management & planning
- Statistical analysis & data management
- Technical report writing

Professional History

- Raftelis: Senior Consultant (2021-present); Consultant (2019-2020); Associate Consultant (2017-2018)
- Colorado Parks & Wildlife: Policy & Planning Assistant (2017)
- National Geographic's Big Cats Initiative: Consulting Intern (2015-2017)
- American Rivers: River Restoration Intern (2016)

Education

- Master of Environmental Management, Ecosystem Science & Conservation - Duke University Nicholas School of the Environment (2017)
- Geospatial Analysis Certificate (2017)
- Bachelor of Arts in Organic Chemistry & Theater - Sarah Lawrence College (2009)

Professional Membership

- AWWA
- WEF
- American Planning Association (APA)

model to be used by utility staff in future planning. She also performed a cost-of-service study and designed several rate alternatives to ensure equity between customers and adequate rate revenues.

Town of Erie (CO)

Hannah is served as lead consultant on the Town of Erie's (Town) water, wastewater, and drainage rate and connection fee study. The Town engaged Raftelis to conduct this comprehensive study to ensure that rates and connection fees are set according to industry best standards, provide adequate funding for anticipated capital, and remain comparable to utilities along the Front Range in order to encourage growth. Hannah is developing financial plans for each utility and providing support in calculating connection fees. She is also conducting a spatial analysis to determine parcel characteristics for each customer class to inform development of storm drainage rates and fees.

Crestview Water and Sanitation District (CO)

Hannah served as the lead consultant on a water and sewer rate study for the Crestview Water and Sanitation District (District). The District sought to update its comprehensive financial plans as well as analyze the performance of existing rate structures. Hannah prepared financial plans for each utility with a focus on funding capital projects while minimizing revenue increases. She also analyzed historical consumption data to recommend an update to water rates.

City of Golden (CO)

Hannah is currently serving as lead consultant on the City of Golden's (City) water, wastewater, and stormwater comprehensive financial analysis and rate study. The City wished to focus on the rate structures and updates to cost-of-service. To identify rate alternatives, the City convened a Utility Rate Citizens Committee (URCC) to review and provide recommendations on pricing objectives. Hannah prepared financial plans, cost-of-service analysis, and created rate alternatives based on URCC recommendations for each utility. Hannah obtained and analyzed impervious area data for residential and non-residential customers to ensure equitable revenue recovery between classes. This study is ongoing and will be completed in Spring 2020.

Boulder County (CO)

Boulder County (County) engaged Raftelis to evaluate the feasibility of establishing a stormwater utility and fee. Hannah worked with a team to document the current stormwater management program and gap analysis, develop data, and build a financial plan for the County.

City of Reno (NV)

Raftelis was engaged by the City of Reno (City) to study the feasibility of developing stormwater management utility and fee to meet revenue needs and consistently fund their stormwater program. As part of the project, Raftelis built a 20-year financial model, developed data to determine units of service, completed a rate base and rate structure analysis, and assessed stormwater fee impacts on key customer segments. The City is currently working towards the implementation of a stormwater utility. Hannah has assisted in developing data as part of the feasibility study and led efforts to develop the financial model.

Durham County (NC)

Durham County engaged Raftelis and WK Dickson to complete a Stormwater Funding Fee Plan and Utility Design and Rate Structure Analysis. Raftelis was responsible for completing the cost-of-service analysis and rate structure analysis. Hannah assisted in the development of a 10-year financial planning model and rate base estimate.

City of West Palm Beach (FL)

The City of West Palm Beach (City) engaged Raftelis to study the feasibility of developing a stormwater management fee. Hannah assisted in and conducted quality control of data development to determine the proper unit of charge.

City of Corpus Christi (TX)

The Raftelis team assisted the City of Corpus Christi (City) with the development of a stormwater utility fee to fund the City's stormwater management, operations, maintenance, and MS4 compliance. Hannah worked with the team to ensure successful implementation by conducting quality control on parcel and account data. A successful go-live for the new billing system occurred on January 1, 2022.

City of Marietta (OH)

Raftelis was retained by the law firm of O'Toole, McLaughlin, Dooley, & Pecora, Co., LPA to calculate the financial impact caused by the failure of Washington County, OH (County) to connect to the City of Marietta's (City) sanitary sewer system. In 2011, The County and City entered into an intergovernmental agreement stipulating that the City, which owned and operated a wastewater treatment plant (WWTP), would receive and treat effluent from several areas of the County. The City expanded and improved their WWTP to accommodate the additional flow. In return, the agreement stated that the County would pay for a portion of operating, administrative, and capital costs associated with the expansion. Contrary to the agreement, the County did not connect to the City sewer system, resulting in City customers bearing the entire cost of expansion in the form of higher sewer rates. Hannah analyzed the financial impact to the City, defined as the difference between the sewer rates that City customers have paid and the rates they would have paid given the additional volume that County customers should have added to the system. The outcome of the analysis and negotiations for settlement are currently under discussion by the relevant parties.

City of Thornton (CO)

Raftelis was engaged by the City of Thornton (City) to conduct a stormwater utility feasibility study. Using available aerial imagery, Hannah digitized a statistically significant sample of City parcels and conducted a spatial analysis to determine impervious area and parcel statistics for each class of development. This data was used to calculate unit costs of service and rates for each customer class. Hannah also conducted extensive research on stormwater policies along Colorado's Front Range, determining commonly-used rate structures, regulations and ordinances, as well as exploring policies related to credits and refunds.

City of West Jordan (UT)

Hannah developed financial plans, performed cost-of-service studies, and designed rates for the wastewater and stormwater utilities of West Jordan. As the City of West Jordan required a quick turnaround on this project, Hannah efficiently conducted an accurate analysis and effectively conveyed the rate changes required for each utility.

City of Phoenix (AZ)

Hannah worked with the City of Phoenix (City) to complete research, analysis, and calculation of a storm drainage impact fee. This impact fee will be applicable to an area benefiting from proposed capital improvements whose construction is being led by the Maricopa County Flood Control District (MCFCD).

City of Reno (NV)

The City of Reno (City) engaged Raftelis to study the feasibility of developing a stormwater management fee. Hannah developing data by creating a sample of representative parcels from the Citywide database, digitizing the impervious area for these parcels, and calculating the impervious area to determine the proper unit of charge.

City of Pocatello (ID)

Hannah developed a financial plan, performed a cost-of-service study, and designed rates for the sanitation utility of Pocatello. Concurrently, she performed impact fee studies for the City of Pocatello's water and wastewater utilities.

City of Buckeye (AZ)

The City of Buckeye (City) engaged Raftelis to update the Water and Wastewater IIP and DIF. Hannah was responsible for conducting overlay analyses to aggregate areas for public safety, parks, streets, water, and wastewater impact fees. She incorporated state and local policies in her work and used geospatial tools to complete the analysis. Hannah worked with the engineering and planning staff to maintain and update geodatabases of utility and non-utility data. At the City's request, Hannah provided additional GIS support to the City's engineering staff on a per diem basis during a staffing shortage.

City of Thornton (CO)

The City of Thornton (City) sought to tailor single family residential system development charges to lot size in an effort to better reflect the capacity of each user. Hannah conducted an analysis of SFR gross lot sizes and worked closely with City officials to create an equitable fee structure and water allotment schedule for existing and future users.

City of Sheridan (WY)

The City of Sheridan (City) requested a comprehensive water and wastewater rate and plant investment fee analysis. Hannah conducted a comprehensive analysis of the billing data to project revenue as part of the financial planning process. Hannah assisted with developing plant investment fees for water and sewer, as well as drafting the technical report.

Three Lakes Water and Sanitation District (CO)

Three Lakes Water and Sanitation District (District) engaged Raftelis to conduct a cost-of-services analysis in anticipation of large capital expenditures. The District has several unique features, including its local terrain and large service area, which offer unique challenges to providing coverage to customers. Additionally, the District has several inactive taps of record purchased at various costs over the years which have not been subject to a capital improvement fee. Hannah has begun preliminary analysis to provide a rate analysis and financial forecast to meet the goals of the utility.

Eagle River Water and Sanitation District (CO)

The Eagle River Water Sanitation District's (District) current policy provides static monthly allocations for single family equivalents. To improve water use efficiency, the District requested a rate study for coverage-based irrigation-only water allocations by tier. Hannah conducted an analysis of billing data to determine historical use by customer class and drafted a water budget based on evapotranspiration values for the study area.

RELEVANT PROFESSIONAL EXPERIENCE

American Rivers: River Restoration Intern (2016)

As a Stanback Intern with American Rivers, Hannah worked with the River Restoration Team to improve connectivity of rivers in the Southeastern United States by assessing and prioritizing underutilized dams for removal. Hannah used remote sensing, aerial imagery, and field reports to evaluate 294 dams across the study area, ultimately identifying 18 to be targeted for removal. She also collaborated with team members from the United States Forest Service, American Rivers, and The Nature Conservancy on a cost assessment model for river barrier removals.



TOWN OF WELLINGTON
3735 CLEVELAND AVENUE
P.O. BOX 127
WELLINGTON, CO 80549

WATER AND WASTEWATER RATES STUDY

CONSULTANT CONTRACT FOR SERVICES

GL: 211-80-41000

211-80-4500

Parties: The parties to this Contract are the Town of Wellington, 8225 3rd Street Cleveland Avenue, Wellington, Colorado 80549 (Town) and Raftelis, 5619 DTC Parkway, Suite 850, Greenwood Village, CO 80111 (Consultant).

Purpose of Contract: The purpose of this Contract is for the Town of Wellington to retain the services of the Consultant to render certain technical or professional services hereinafter described.

Term of Contract and Required Approvals: This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through December 31, 2022. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time upon submission of evidence of the causes of delay satisfactory to the Town.

Responsibilities of the Consultant:

Scope of Services: The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Attachment A. The standard of care for the Consultant under this Contract will be the care and skill ordinarily used by members of the Consultant's profession providing similar services for projects of similar size, location, scope, and complexity to this project.

The scope of services shall be as defined within the Consultant's proposal and any further stipulation of the terms specified in Attachment A.

Personnel: All services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services if state law requires such authorization, license, or permit.

Records Administration: The Consultant shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this Contract. The Consultant shall be responsible and responsive to the Town in its requests and requirements related to the scope of this Contract. The Consultant shall select and analyze all data in a systematic and meaningful manner to contribute directly in meeting the objectives of the project and shall present this information

clearly and concisely in a professional and workmanlike manner.

Reports, Maps, Plans, Models and Documents: A minimum of one (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract as relevant to this project shall be submitted to the Town. The Consultant shall also submit any computer program or spreadsheet developed as a part of this project (the Model). Digital media shall be labeled to provide sufficient detail to access the information on the media. Any user manuals shall be submitted to the Town with complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s).

Subcontracts:

(i) Approval Required for Subcontracts: No subcontractors were identified in the proposal, and the Town does not assume any contractors will be necessary. The Town staff will need to approve any subcontractors required by the Consultant in connection with the services. During the performance of the Contract, substitutions in or additions to such subcontracts will be subject to the prior approval by the Town. The Consultant shall be responsible for the actions of the subcontractors.

(ii) Billing for Subcontracts: Billings for subcontractor services shall include any mark up as set forth in Attachment A. Subcontract costs shall be documented by attaching subcontractor billings to the Consultant's billing submittals.

Responsibilities of the Town:

Data to be Furnished: All information, data, drawings, reports, maps, etc. as are available to the Town and necessary for the carrying out of the scope of services shall be furnished to the Consultant without charge, and the Town shall cooperate with the Consultant in the carrying out of the project.

Report Reviews and Criteria: The Town shall examine all studies, reports, sketches, drawings, opinions of costs, and other documents presented by the Consultant and shall promptly render the Town's decisions pertaining thereto. The Town shall provide all criteria and full information regarding its requirements for the project.

General Provisions:

Amendments: Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument executed by all parties to this Contract.

Assignment Prohibited and Contract Shall Not Be Used as Collateral: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

Audit and Access to Records: The Town shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the Town, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Contract.

Authority: Provisions of this Contract are pursuant to the authority set forth in the Town of Wellington Municipal Code. Mandatory applicable state and federal regulations also apply.

Compliance with Laws: The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Contract, and said parties shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Conflicts of Interest: The Consultant stipulates that none of its officers or employees are officers or employees of the Town of Wellington unless disclosure has been made in accordance with Town ordinances and policies. Furthermore, the Consultant certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the Town of Wellington to secure favorable treatment with respect to being awarded this Contract. The Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Town or a disclosure which would adversely affect the interests of the Town. The Consultant shall notify the Town of any potential or actual conflicts of interest arising during this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Town or its designee. This does not prohibit

or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists. A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the Town or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

Contract Jurisdiction, Choice of Law, and Venue: The provisions of the Contract shall be governed by the laws of the State of Colorado. The parties will submit to the jurisdiction of the courts of the State of Colorado. Venue shall be Larimer County, Colorado.

Contract Renegotiation, Modifications and Award of Related Contracts: This Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by the parties hereto, and attached to the original signed copy of the Contract. The Town may undertake or award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Town in all such cases. The Town, at its sole discretion and through duly authorized contract amendments, may request the Consultant to complete additional phases beyond the scope of services included in this Contract.

Disbarment: The Consultant certifies that neither it nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. If the Consultant cannot certify this statement, a written explanation for review by the Town shall be provided.

Entirety of Contract: This Contract, consisting of 44 (forty-four) pages inclusive of Attachment A and Attachment B, the proposal represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.

Equal Opportunity Clause: The Consultant 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 a 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 a disability.

Force Majeure: Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

Indemnification: The Consultant agrees to indemnify, save harmless, and release the Town of Wellington and all of its officers, agents, volunteers, and employees from and against any and all loss, damage, injury, liability, suits, and proceedings arising out of the performance of this Contract to the extent caused by the negligence of the Consultant's officers, agents, volunteers, or employees, but not for claims from the Town's negligence.

Independent Contractor: The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Town for any purpose and as such, have no authorization, express or implied to by the Town of Wellington, to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as an agent for the Town except as expressly set forth herein. The Consultant shall be responsible for the payment of all income tax and social security amounts due because of payments received from the Town. Persons employed by the Town and acting under the direction of the Town shall not be deemed to be employees or agents of the Consultant. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative or to incur any obligation of any kind for or on behalf of the Town. The Consultant agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Town employees will inure to the benefit of the Consultant or the Consultant's agents or employees because of this Contract.

Insurance Coverage: The Consultant shall not commence work under this Contract until it has obtained all the insurance required by the Town. The Consultant shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth below and shall provide the Town with proofs of these insurance upon request:

(i) Automobile Liability Insurance: The Consultant shall maintain automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000 each accident combined single limit.

(ii) Commercial, General Liability Insurance: The Consultant shall maintain commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as stated below. The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (a) \$1,000,000 each occurrence;
- (b) \$1,000,000 personal injury and advertising injury;
- (c) \$2,000,000 general aggregate; and
- (d) \$2,000,000 products and completed operations.

(iii) Professional Liability or Errors and Omissions Liability Insurance: The Consultant shall maintain professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Consultant's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as stated below.

- (a) \$1,000,000 each claim; and
- (b) \$2,000,000 general aggregate.

(iv) Unemployment Insurance: The Consultant shall be duly registered with the Colorado Department of Labor and Employment and obtain such unemployment insurance coverage as required.

(v) Workers' Compensation and Employer's Liability Insurance: Employees hired in Colorado to perform work under this Contract shall be covered by workers' compensation coverage per the Colorado Department of Labor and Employment's Workers' Compensation program as statutorily required. Employees brought into Colorado from Consultant's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the same or other state or private workers' compensation insurance approved by the Colorado Department of Labor and Employment as statutorily required.

Insurance Requirements:

(i) During the term of this Contract, the Consultant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage above.

(ii) All policies (except for Workers' Compensation and Professional Liability) shall be primary over any insurance or self-insurance program carried by the Consultant or the Town. All policies (except for Professional Liability) shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the Town, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(iii) The Consultant shall provide Certificates of Insurance to the Town, verifying each type of coverage required herein.

(iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Town. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

(v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Town may, at the Town's option, obtain and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Town may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Consultant under this Contract.

(vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

(vii) The Town reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

Limitation of Liability: Excluding the Consultant's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Consultant arising out of the performance or breach of this Contract shall not exceed the compensation paid to the Consultant under this Contract. Notwithstanding any other provision of this Contract, the Consultant shall have no liability to the Town for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth

in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the Consultant, its employees, or subconsultants.

Notice of Sale or Transfer: The Consultant shall provide the Town with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Town determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Contract, then the Town may, at its discretion, terminate or renegotiate the Contract.

Ownership of Documents and Information: The Town owns all documents, data compilations, reports, computer programs, photographs, drawings, data, and other work provided to or produced by the Consultant in the performance of this Contract. Upon termination of services for any reason and payment to Consultant, the Consultant agrees to return all such original and derivative information and documents to the Town in a useable format. Any use or reuse other than for the purposes set forth herein shall be at the Town's sole risk and liability.

Patent or Copyright Protection: The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Town for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Severability: A declaration by any court or any other binding legal source that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any provision of this Contract unless the provisions are mutually dependent.

Taxes: The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

Termination of Contract: This Contract may be terminated with cause by either party in advance of the specified termination date upon written notice being provided by the other party. Unless the Town determines a default is not remediable, there have been prior violations with notice, or a default is determined to be detrimental to public safety, the party in violation will be given thirty (30) working days after notification to correct and cease the violations after which the Contract may be terminated for cause. This Contract may be terminated without cause in advance of a specified expiration date by either party upon thirty (30) days prior written notice being given by the other party.

Prohibition Against Employing Illegal Aliens: This paragraph shall apply to all Consultants whose performance of work under this Contract does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Consultant represents and agrees that:

(i) As of the date of this Contract:

(a) Consultant does not knowingly employ or contract with an illegal alien; and

(b) Consultant has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

(ii) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

(iii) Consultant shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Consultant is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

(iv) Consultant is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(v) If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Consultant shall:

(a) Notify such subcontractor and the Town within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(vii) If Consultant violates a provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

(viii) The Town will notify the Office of the Secretary of State if Consultant violates this provision of this Contract and the Town terminates the Contract for such breach.

Project Requirements:

Final Deliverables and Stamping: The Consultant shall use the Contract Scope of Services as the outline for draft and final reports or technical memoranda so that Consultant compliance with Contract provisions can be verified.

In addition to the paper submittal, the Consultant shall provide the final documents and related materials in a digital format. This digital report shall be contained on CD(s), USB drive(s), or other media as approved by the Town and shall be in Adobe Acrobat (PDF) format.

The Consultant shall provide an Excel Spreadsheet that will useable in the future to update rates.

Project Access: The Consultant shall be responsible for obtaining access as required for project tasks.

Stand-By Time: The Town will not reimburse the Consultant for stand-by time charges for the Consultant's supervisory personnel.

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BLANK.**

Payment and Billing:

Reimbursement of Expenses: Subject to annual appropriation by the Town Board, the Town agrees to pay the Consultant an amount based on the approved hourly rates and reimbursable expenses price schedules shown below for the services described in Attachment A and incorporated by reference as part of this Contract. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel as well as the hours spent on the 7 different Task Elements identified in the Scope of Work and Attachment A. Total payment under this Contract shall not exceed Seventy-Two Thousand, Eight Hundred and Fifty-five dollars and no cents (\$72,855.00).

Project Budget: The anticipated project budget for the task(s) included in Attachment A is as stated below. The amounts shown for each task are not to be exceeded unless authorized by the Town. The Contract total amount is controlling.

Task	Total Labor Hours	Total Expenses	Total Labor and Expenses
Project Initiation/Pricing Objectives Workshop	33	\$330	\$7,185
Water Demand/Wastewater Flow Customer Characteristics	50	\$500	\$9,610
Tap Fees	54	\$540	\$10,540
10 Year Financial Plan	58	\$580	\$11,470
Cost of Service Analysis	40	\$400	\$7,850
Rate Design	50	\$500	\$10,050
Reports, Stakeholder Meetings	72	\$720	\$16,150
Totals	357	\$3,570	\$72,855

Estimated Cost

Billing Statements: Billing statements shall be submitted no more often than monthly, on or before the 10th calendar day of each billing month, for activities and costs accrued since the last billing report and shall be made on forms approved by the Town. Each billing statement must include written justification of the cost items contained in the billing statement. Billing statements shall be transmitted electronically to project manager: Victoria Runkle, runklev@wellingtoncolorado.gov 8225 3rd Street, PO Box 127, Wellington CO 80549.

Payment Procedures: The Town shall pay the Consultant upon receipt of billing reports as the services are performed for the task(s) outlined in Attachment A. The Town will initiate the payment process upon the receipt of a verified statement of services, and payment shall be made within thirty (30) days following receipt of billing.

Money Withheld: If the Town has reasonable grounds to believe that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Town may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate. These amounts may be withheld until the cause for the withholding is cured to the Town's satisfaction or this Contract is terminated per the General Provisions above. No interest shall be payable by the Town on any amounts withheld under this provision.

Withholding of Payment: If a work element has not been received by the Town by the dates established in Attachment A, the Town may withhold all payments beginning with the month following that date until such deficiency has been corrected.

Final Payment: The final payment shall be made upon acceptance of the final work product and receipt of the final billing.

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Signatures:

The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Contract. The Effective Date of this Contract is the date of the signature last affixed to this page.

TOWN OF WELLINGTON

Signature

Date

Printed Name

Title

Primary Contact Printed Name

Contact Info. (email, phone, etc.)

Witness Signature (if required)

Date

Printed Name

Title

RAFTELIS

Signature

Date

Printed Name

Title

Primary Contact Printed Name

Contact Info. (email, phone, etc.)

Witness Signature (if required)

Date

Printed Name

Title

Scope of Services:

The following is a synopsis of the Scope of Work. The entire Scope of Work is in the Attached Proposal.

TASK 1: PROJECT INITIATION

Pre-project Initiation Meeting:

- Provide data request in advance of project initiation meeting
- Review prior City rate models prior to the meeting
- Schedule conference call to review and clarify data request items

Project Initiation Meeting

- Finalize the administrative issues – invoicing, communication protocols, roles, responsibilities
- Discuss key objectives and desired outcomes of the study
- Discuss current environment
- Policy objectives – reserve policies, debt service coverage requirements, fund balance goals
- Identify additional data needs
- Finalize the detail meeting agendas, deliverables, milestones
- Discuss any specific Wellington issues – water leases? Other?

Pricing Objectives Workshop – same Initiation meeting

- Review various rates objectives: Examples include, but not limited to
 - Revenue Stability
 - Essential Use Affordability
 - Conservation
 - Demand Management
 - Equity between customer classes
 - Equity between customers within a class
 - Equity between new and existing customers
 - Easy to implement and administer
- Review current tap fee structure
- Begin to introduce ideas on structure concepts based on discussions

Deliverables: Technical Memorandums summarizing all discussions, objectives of the project and requirements. A detailed plan developed for the Citizen Roundtable (Roundtable)

TASK 2: WATER DEMAND/WASTEWATER FLOW CUSTOMER CHARACTERISTICS

Water

- Tabulate and summarize monthly billing data by customer class
- Develop the bill frequency to determine the number of bills and volume billed in each tier. Separate analysis by class for rate design alternatives, if available
- Calculate the number of bills and accounts by meter size for the rate structure alternative analysis
- Project water demands considering growth and changes in use per account

Wastewater

- Tabulate and summarize monthly billing data by customer class
- Calculate the estimated residential billable flow and contributed commercial flow to the WWTP
- Calculate the number of bills and accounts by meter size for the rate structure alternative analysis
- Project billable wastewater flows considering changes as a result of changes in water use.

Deliverables: Technical memorandum summarizing customer class demand and flow characteristics for use in the cost of service, rate design, and tap fee analysis.

TASK 3: TAP FEES

- Conduct the following analysis for the water, wastewater impact fees in compliance with CRS 29-20-104 Impact Fee Statute:
- Calculate the current value of available capacity and planned growth-related costs. Evaluate the valuation in one of two ways:
- Estimate the remaining capacity in existing facilities and capacity to be added with future facilities – growth related CIP
- Apply adjustments such as developer contributions and outstanding loans currently paid through rates
- Determine the remaining existing capacity and future capacity to be added for the water and wastewater system
- Establish peak demands basis for water based on a $\frac{3}{4}$ water meter and the peak contributed wastewater flows for a $\frac{3}{4}$ water meter
- Review and evaluate existing fee structure against the objectives identified in Task 1. Develop alternatives
- Compare tap fees under new structure to fees under existing structure
- Prepare a tap fee survey of peer communities

Deliverables: Technical memorandum of the assumptions, data sources, and the calculated water and wastewater tap fees with assessment schedule and calculated alternative fee schedule; review of preliminary results with staff; survey of peer communities

TASK 4: 10 YEAR FINANCIAL PLAN

Develop separate revenue requirement financial plan projections for water and wastewater incorporating the following:

- Create a financial plan for the study period 2022 – 2031; including separate cash flows that track annual and capital activities
- Forecast revenue under existing rates using the demands projections in Task 2, tap fees and other miscellaneous revenues. Tap fee revenues will be projected based on the growth estimates of infill and new development
- Forecast operations and maintenance, repair and replacement, expansion capital, and existing and future debt, incorporate new positions, changes in operational efficiencies, inflation, etc.
- Identify the projects eligible for bond or state loans based on timing, duration, and the amount of the project. Identify possible projects eligible for state loans or grants
- Develop optimal revenue requirement financial plan, balancing cash and debt financing
- Calculate annual rate adjustments through the study period
- Review existing reserve levels for utilities
- Prepare a rate survey of peer communities

Deliverables: On-site meetings; Technical memorandums capturing all work.

TASK 5: COST OF SERVICE ANALYSIS

For both utilities

- Determine the test year revenue requirements
- Assign the net book value or replacement cost of existing utility infrastructure to correct functional categories for allocation of annual capital costs. This includes, but not limited to treatment, transmission and distribution, pumping, storage, UV disinfection, lift stations, etc
- Assign test-year capital costs, O&M expenses, cash, debt financing, non-rate revenue offsets
- Determine customer class units of service to include average day demands, peak demands, number of bills and number of $\frac{3}{4}$ inch equivalent meters
- Distribute the test year expenses as identified above to customer classes based on each of their proportionate share of systems demands, bills and equivalent meters
- Compare the class cost of service to projected revenue; this will show the percentage change in the classes based on the cost-of-service process

Deliverables: Technical memorandum summarizing assumptions, data sources, and preliminary results of the water and wastewater cost of service analysis. Technical memorandum summarizing the finalized cost of service results based on feedback from Staff. These results will be used in the rate design analysis.

TASK 6: RATE DESIGN

- Develop rates under the City's existing rate structure
- Finalize rate structure alternatives
- Develop rates under proposed alternative rates structures
- Conduct a rate survey of peer communities

Deliverables: Memorandum summarizing assumptions, data sources, and preliminary results of test year rates. On-site meeting with City to review rate design alternatives and finalize the preferred alternative and preferred tap fee alternative

TASK 7: REPORTS, STAKEHOLDER MEETINGS, AND RATE MODELS

- Prepare a draft summary report of findings and conclusions for staff review and comment
- Incorporate comments from the draft report into a final report
- Attend up to four stakeholder meetings to include Board of Trustee meetings
- Deliver water and wastewater rate model with $\frac{1}{2}$ day of training

THE SCHEDULE

The schedule elements are within the contract. The project completion will be by the end of August to ensure rates can be discussed in September with the 2023 budget.

Board of Trustees Meeting

Date: April 12, 2022
Submitted By: Patti Garcia, Town Administrator
Subject: Resolution No. 16-2022- A Resolution Terminating the Pandemic Emergency Declaration

- **Presentation: Patti Garcia, Town Administrator**

EXECUTIVE SUMMARY

The emergency declaration related to the COVID pandemic was adopted in March, 2020, extended on April 28, 2020 and is still currently in place. Review of the declaration has been brought to the Board of Trustees on a quarterly basis to discuss and determine its need. At the March 22, 2022 Trustee meeting, it was requested that staff bring a resolution rescinding the emergency declaration.

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

Recommended motion: Move to adopt Resolution No. 16-2022, A Resolution Terminating the Pandemic Emergency Declaration.

ATTACHMENTS

1. Resolution XX-2022 - Terminating Pandemic Emergency Declaration
2. Resolution 09-2020 - Emergency Declaration and Special Meetings
3. Resolution 13-2020 - Extending Emergency Declaration
4. Declaration 04.14.2020

TOWN OF WELLINGTON

RESOLUTION NO. 16-2022

A RESOLUTION TERMINATING THE PANDEMIC EMERGENCY DECLARATION

WHEREAS, the Novel Coronavirus 2019 (COVID-19) pandemic was declared to create as state of emergency/state of disaster by the President of the United States, Colorado's Governor and the Chairman of the Larimer County Commissioners; and

WHEREAS, the public health and safety of the Town of Wellington, Colorado required that the impacts of COVID-19 be rapidly addressed nationally and on state and local levels including to avoid widespread health and economic impacts: and

WHEREAS, the Wellington Town Board approved extensions of the emergency declarations though April 28, 2020 and also thereafter until terminated; and

WHEREAS, vaccines to prevent the spread of COVID-19 have been effective at reducing outbreaks and rates of infection, allowing the community to return to a more normal state.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO, AS FOLLOWS:

1. The Mayor and Town Board of Trustees confirms, determines, and declares as provided for by § 24-33.5-709(1) that a local state of emergency due to COVID-19 has ceased to exist in the Town of Wellington, Colorado.
2. The proclaimed emergency declaration shall be terminated.
3. As required by § 24-33.5-709(1), true copies of this Resolution shall be given prompt and general publicity and shall be filed promptly with the County Clerk and Recorder, Administrator/Clerk of the Town, and other authorized record-keeping agencies as may be appropriate, including the State's office of Emergency Management.

PROCLAIMED AND RESOLVED by the Mayor and Board of Trustees of the Town of Wellington, Colorado and is dated effective this 12th day of April, 2022.

TOWN OF WELLINGTON, COLORADO

By: _____
Troy Hamman, Mayor

ATTEST:

Krystal Eucker, Town Clerk

RESOLUTION 9- 2020

RESOLUTION CONCURRING EMERGENCY DECLARATION AND DECLARING AN EMERGENCY IN THE TOWN OF WELLINGTON, CO, CONCURRING WITH COUNTY AND STATE EMERGENCY ACTIONS AND CALLING SPECIAL MEETINGS

WHEREAS, the President of the United States (Proclamation March 13, 2020), Colorado's Governor (Gov. Exec order 2020-3); , the Larimer County Commissioners and the Mayor of Wellington have issued numerous orders and directives declaring a state of emergency due to the presence of coronavirus disease 2019 (COVID-19), and,

WHEREAS, current orders and directives impact the Town of Wellington, including by limiting most mass gatherings to no more than ten (10) people (CDPHE Public Health Order 20-23)¹; suspending dine-in service at restaurants and bars for 30 days (CDPHE Public Health Order 20-22 and updated order closing bars, restaurants, theaters, gymnasiums, casinos ,nonessential personal services facilities ,and horse track and off-track betting facilities); suspending medical, dental, or veterinary voluntary or elective surgeries and procedures (Gov order (Gov. Exec order 2020-9) and suspending public and private schools (Gov. Exec order 2020-7); and,

WHEREAS, the Mayor of the Town of Wellington, CO has for all weeks that regular Town Board meetings are not otherwise called, called weekly meetings for each Tuesday through May 20, 2020, at 6:30 p.m. at the Leeper Center in Wellington, Colorado, to allow the Town Board to take such action as may be required, including action to address preparedness to address the COVID-19 virus and to allow the Board to evaluate extending the date of this emergency declaration as the Town Board determines appropriate; and,

WHEREAS, the Wellington Town Board recognizes that the citizens and employees of the Town of Wellington are at risk as a result of COVID-19; and,

WHEREAS, the Town Board of the Town of Wellington recognizes the dramatic emergency gripping the Nation, the State and the Town;

NOW THEREFORE, the Wellington Town Board resolves and declares as follows:

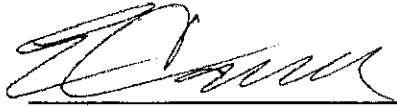
The Town Board of the Town of Wellington consents to the extension of the emergency declaration of the Mayor through April 14, 2020, and declares an emergency through the same date, including as provided for by § 24-33.5-709(1) and directs the Town staff to take all action as may be necessary to comply with all Federal, State and County COVID-19 directives and orders, including future orders, and instructs staff to keep the Board apprised of developments, and

¹ See also, Larimer County Health and Environment First Amended Public Health Order 3/17/20

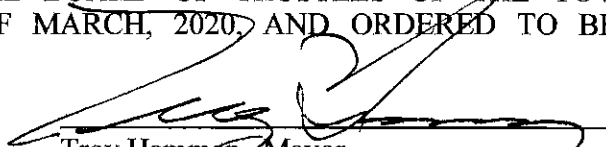
Unless cancelled by the Mayor, the Wellington Town Board shall hold special or regular meetings each Tuesday through May 19, 2020, at 6:30 p.m. at the Leeper Center in Wellington, Colorado, to allow the Town Board to take such action as may be required, including to address COVID-19 issues and to allow the Board to evaluate extending the date of this emergency declaration as the Town Board determines appropriate.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON THIS ____ DAY OF MARCH, 2020, AND ORDERED TO BECOME EFFECTIVE IMMEDIATELY.

ATTEST:



Ed Cannan, Town Administrator


Troy Hamman, Mayor

Part 7. EMERGENCY MANAGEMENT, § 24-33.5-709, C.R.S.. Local disaster emergencies

(1) A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the governing board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, city clerk, or other authorized record-keeping agency and with the office of emergency management.



RESOLUTION 13, 2020

RESOLUTION EXTENDING EMERGENCY DECLARATION DECLARING LOCAL DISASTER EMERGENCY

WHEREAS, the Novel Coronavirus 2019 (COVID-19) pandemic has been declared to create as state of emergency/state of disaster by the President of the United States, Colorado's Governor and the Chairman of the Larimer County Commissioners; and

WHEREAS, the Mayor of Wellington as principal executive officer of the Town is authorized to declare a local disaster pursuant to §24-33.5-709, C.R.S; and

WHEREAS, an Emergency Declaration allows the Town of Wellington to be able to take proactive measures and to activate Comprehensive Emergency Management Plan(s) (CEMP) to better respond to the impacts of the COVID-19 pandemic; and

WHEREAS, the public health and safety of the Town of Wellington, Colorado requires that the impacts of COVID-19 be rapidly addressed nationally and on state and local levels including to avoid widespread health and economic impacts; and

WHEREAS, the Mayor has declared continuing emergencies; and

WHEREAS, the Wellington Town Board has approved extensions of the emergency declarations though April 28, 2020; and

WHEREAS, uncertainties remain surrounding the steps to be taken to confront the emergency situation but, over the week of April 20th Colorado's Governor, the Colorado Department of Public Health and Environment (CDPHE), the Larimer County Commissioners and the Larimer County Health Department have all continued to agree that normalcy has not returned and the safety measures, albeit at a cautiously reduced level should remain in place; and

NOW, THEREFORE THE MAYOR HAS CONTINUED THE DECLARED COVID-19 EMERGENCY AND THE WELLINGTON TOWN BOARD CONCURS IN THE EXTENSION OF THE EMERGENCY AND IT IS THEREFORE RESOLVED AND DECLARED:

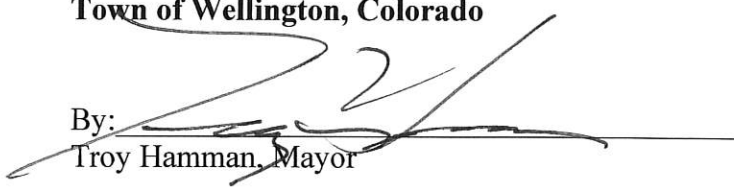
1. The Mayor and Town Board of Trustees confirms, determines, and declares as provided for by § 24-33.5-709(1).that a local state of emergency continues to exist in the Town of Wellington, Colorado including as a result of the threats of widespread or severe damage, injury or loss of life or property resulting from COVID-19.

2. The proclaimed emergency declaration shall remain in effect within the Town of Wellington until the earlier of the time that either the Mayor or Town Board of Trustees determine that the local emergency no longer exists.

3. As required by § 24-33.5-709(1), true copies of this Resolution shall be given prompt and general publicity and shall be filed promptly with the County Clerk and Recorder, Administrator/Clerk of the Town, and other authorized record-keeping agencies as may be appropriate, including the State's office of Emergency Management.

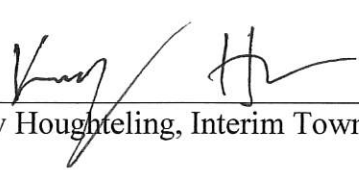
The extension of prior emergency declarations is proclaimed and resolved by the Mayor of Wellington and the Wellington Town Board of Trustees and is dated effective the 28th day of April, 2020.

Town of Wellington, Colorado

By: 

Troy Hamman, Mayor

Attest:


Kelly Houghteling, Interim Town Administrator/Clerk

Part 7. EMERGENCY MANAGEMENT, § 24-33.5-709, C.R.S. Local disaster emergencies

(1) A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the governing board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, city clerk, or other authorized record-keeping agency and with the office of emergency management.

(2) The effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.



**EMERGENCY DECLARATION DECLARING LOCAL DISASTER EMERGENCY THROUGH
APRIL 26, 2020**

WHEREAS, the Novel Coronavirus 2019 (COVID-19) pandemic has been declared to create as state of emergency/state of disaster by the President of the United States, Colorado's Governor and the Chairman of the Larimer County Commissioners; and

WHEREAS, the Mayor of Wellington as principal executive officer of the Town is authorized to declare a local disaster pursuant to §24-33.5-709, C.R.S.; and

WHEREAS, an Emergency Declaration allows the Town of Wellington to be able to take proactive measures and to activate Comprehensive Emergency Management Plan(s) (CEMP) to better respond to the impacts of the COVID-19 pandemic; and

WHEREAS, the public health and safety of the Town of Wellington, Colorado requires that the impacts of COVID-19 be rapidly addressed nationally and on state and local levels including to avoid widespread health and economic impacts.

**NOW, THEREFORE, BE IT RESOLVED THAT, IN KEEPING WITH FEDERAL STATE
AND COUNTY DECLARATIONS,**

1. A local emergency is hereby declared on the Town of Wellington, Colorado to be in effect for a period which extends through April 26, 2020 as provided for by § 24-33.5-709(1);
2. For such Tuesdays at which Board of Trustees meetings have not already been scheduled, Special meetings of the Wellington Board of Trustees are called for each Tuesday through May 20, 2020, at 6:30 p.m. at the Leeper Center in Wellington, Colorado, or other designated location including virtual meetings, to allow the Town Board to take such action as may be required, including action to address preparedness to address the COVID-19 virus and to allow the Board to evaluate extending the date of this emergency declaration as the Board of Trustees determines appropriate.
3. As required by § 24-33.5-709(1); True copies of this Resolution shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, Clerk of the Town, and other authorized record-keeping agencies as may be appropriate, including the office of emergency management.

Executed this 14 day of April 2020.

Town of Wellington, Colorado

By _____
Troy Hamman, Mayor

Part 7. EMERGENCY MANAGEMENT, § 24-33.5-709, C.R.S.. Local disaster emergencies

(1) A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the governing board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, city clerk, or other authorized record-keeping agency and with the office of emergency management.

(2) The effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.



Board of Trustees Meeting

Date: April 12, 2022
Submitted By: Patti Garcia, Town Administrator
Subject: Request for a Special Meeting on April 19, 2022

- **Presentation: Patti, Garcia, Town Administrator**

EXECUTIVE SUMMARY

Staff is requesting the Board of Trustees to call a Special Meeting on April 19, 2022 at 6:30 p.m. A Special Meeting can be called by the Mayor or a majority of the Board of Trustees (Wellington Municipal Code (WMC) 2-2-70; the meeting must be called upon with at least 24 hour notice to the Board of Trustees and the public.

There are two action items for the special meeting agenda which are required by the Colorado Revised Statutes and the Wellington Municipal Code:

- The Mayor and newly elected Trustees need to be sworn in. Colorado Revised Statute 31-4-401 states that all officers (elected and appointed) must take an oath; if the oath is not taken within 10 days of the official results, the office can be declared vacant.
- A Mayor Pro Tem needs to be selected. Pursuant to Wellington Municipal Code Section 2-2-30, at the first meeting following each biennial election, the Board of Trustees shall choose one of the Trustees as Mayor Pro Tem

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

None