

# **REGULAR MEETING AGENDA**

# **CALL TO ORDER**

# **NEW EMPLOYEE INTRODUCTIONS**

Joe Creaghe – Wastewater Treatment Plant Manager

## APPROVAL OF MINUTES - 9/19/2018

**CITIZENS REPORT** (\*See procedural instructions on the following page.)

## **CONSENT AGENDA**

- 1. 2018 Annual Directional Boring Projects Contract Renewal Kim Reeves
- 2. 2018 Annual Substructure Contract Renewal Kim Reeves

## **REGULAR AGENDA**

- 3. Agreement between Southside Ditch Company and City of Loveland concerning the O'Hara Contract Nathan Alburn
- Consideration of PRPA Notice of Transfer for Windy Gap Units Proposed Executive Session pursuant to City Charter Section 4-4(c) and Section 24-6-402(4)(a)(e) & (g), C.R.S. – Derek Turner

# **STAFF REPORTS**

5. Quarterly Financial Report Update - Jim Lees

# **COMMISSION & COUNCIL REPORTS**

# **DIRECTOR'S REPORT**

**ADJOURN** 



## \* Citizens Report Procedures

Anyone in the audience may address the LUC on any topic relevant to the commission. If the topic is a Consent Agenda item, please ask for that item to be removed from the Consent Agenda; pulled items will be heard at the beginning of the Regular Agenda. If the topic is a Regular Agenda item, members of the public will be given an opportunity to speak to the item during the Regular Agenda portion of the meeting before the LUC acts upon it. If the topic is a Staff Report item, members of the public should address the LUC during this portion of the meeting; no public comment is accepted during the Staff Report portion of the meeting.

Anyone making comment during any portion of tonight's meeting should identify himself or herself and be recognized by the LUC chairman. Please do not interrupt other speakers. Side conversations should be moved outside the Service Center Board Room. Please limit comments to no more than three minutes.

## Notice of Non-Discrimination

The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at TitleSix@cityofloveland.org or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at adacoordinator@cityofloveland.org or 970-962-3319.

## Notificación en Contra de la Discriminación

"La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad al TitleSix@cityofloveland.org o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en adacoordinator@cityofloveland.org o al 970-962-3319".



**Commission Members Present:** Dan Herlihey, David Schneider, Gary Hausman (Chair), Gene Packer, Larry Roos, John Butler, Randy Williams, Sean Cronin, Stephanie Fancher-English (Arrived at 4:24pm), Alternate Tom Vail

## **Commission Members Absent:**

Council Liaison: Steve Olson (left at 4:39pm)

**City Staff Members Present:** Brian Gandy, Christine Schraeder, Courtney Whittet, Daniel Daneshka, Derek Turner, Jim Lees, Joe Bernosky, John Beckstrom, Kim O'Field, Larry Howard, Michelle Erickson, Nathan Alburn, Roger Berg, Ryan Van Pelt, Tanner Randall, Tom Greene

Guest Attendance: Bruce Croissant, Dick Mallot

CALL TO ORDER: Gary Hausman called the meeting to order at 4:00 pm.

APPROVAL OF MINUTES: Hausman asked for a motion to approve the minutes of the July 18, 2018 meeting.

**Motion:** Dave Schneider made the motion to approve the minutes with the correction of attendance. **Second:** Gene Packer seconded the motion. The minutes were approved unanimously.

Comments: John Butler was marked as both absent and present, he was not in attendance last month.

## **ELECTIONS**

Gary Hausman was re-elected as Chair. Dan Herlihey was re-elected as Vice Chair.

## **CITIZENS REPORT**

## **INFORMATIONAL ITEMS**

## Item 1: Financial Report Update - Jim Lees

This item summarizes the monthly and year-to date Preliminary financials for July 2018.

Informational Item only. No action required.

## **REGULAR AGENDA**

## Item 2: 2019 Water and Power Schedule of Rates, Charges and Fees – Jim Lees

The purpose of this item is to ask the Loveland Utilities Commission to adopt a motion recommending that City Council approve the proposed changes in the Water and Power Schedule of Rates, Charges and Fees for 2019.

**Recommendation:** Adopt a motion recommending that City Council approve the proposed changes in the Water and Power Schedule of Rates, Charges and Fees for 2019.

**Motion:** Dan Herlihey made the motion to approve the item. **Second:** John Butler seconded the motion. The minutes were approved unanimously.

## **STAFF REPORTS**

Item 3: Wastewater Treatment Plant Biological Nutrient Removal & Digester Project – Fall 2018 Construction Progress Update – Brian Gandy



This is to provide an update on the construction progress at the Wastewater Treatment Plant.

Staff Report only. No action required.

## Item 4: Legal Update - Derek Turner

A brief verbal presentation on the current status of the City's involvement in several water court cases and other legal matters that may affect the operation of the Water & Power Department.

Staff Report only. No action required.

## **COMMISSION/COUNCIL REPORTS**

## Item 7: Commission/Council Reports

Discuss events that the Loveland Utility Commission Board members attended, special topics and any City Council items related to the Water and Power Department from the past month.

Dan Herlihey:

**Dave Schneider:** Next meeting will be last meeting on the commission. Will be moving to Ovid, CO. **Gene Packer:** Flat Iron Reservoir looking down to Windy Gap project, excited to see the project get started **Gary Hausman:** Went to Hwy 402 Corridor meeting, they are looking for input and volunteers for the Hwy 402 Advisory Committee

John Butler: Sorry to have missed last month's meeting

Larry Roos: Everybody thanked Larry for his input on the Cost of Service/Rates via a spreadsheet he put together.

**Randy Williams:** 

**Sean Cronin:** Deputy City Manager Rod Wensing did a great job representing Loveland during the Flood Anniversary tour

**Stephanie Fancher-English:** Thanks to Joe for sticking it out at the Council meeting last night, it didn't sound like it was very much fun

Tom Vail:

Council Report: Given by Joe Bernosky on behalf of Steve Olson

## DIRECTOR'S REPORT

## Item 8: Director's Report - Joe Bernosky

ADJOURN The meeting was adjourned at 6:33pm. The next LUC Meeting will be October 17, 2018 at 4:00 pm.

Respectfully submitted,

Courtney Whittet Recording Secretary Loveland Utilities Commission /s/ Gary Hausman, LUC Chairman



AGENDA ITEM: 1 MEETING DATE: Kim Reeves SUBMITTED BY: STAFF TITLE:

# 10/17/2018 **Electric Distribution** Designer Supervisor

# **ITEM TITLE:**

2018 Annual Directional Boring Projects Contract Renewal

# **DESCRIPTION:**

The Department of Water & Power reviewed the Annual Power Directional Bore Contract. We use a Directional Bore Contractor to bore underneath canals, railroad tracks, and streets that cannot be open cut and in other inaccessible areas where we are extending underground electrical power lines. After consideration of the excellent work being done by our current contractor during 2018, the decision was made to recommend renewing this contract for calendar year 2019 which is allowed in the contract documents. The work was bid, and the original contract term began January 1, 2018 and will end December 31, 2018. This is the first renewal of this contract.

# SUMMARY:

Each year there are multiple opportunities to use the directional bore contract for projects that occur as a result of development, capital construction, emergencies and maintenance. The directional bore bid allows contractor augmentation of city crew efforts to install underground conduit systems, street light wires, street lights and vaults. On November 8, 2017 the City of Loveland received sealed bids for the 2018 Annual Directional Bore Projects. After consideration of the bid responses and the unit prices received, the decision was made to recommend awarding this bid to Jacobs Investments LLC, dba Colorado Boring Company.

This year we anticipate expenditures of approximately \$750,000 for small capital projects, small 600-amp development-driven extensions, overhead to underground conversions, and development growth. Although the contract is set at a not-to-exceed amount, the city does not guarantee that there will be that much work available.

The proposed contract amount is budgeted within several capital projects, maintenance and developmentdriven projects.

Per Municipal Code 3.12.060A and 3.12.060B, the LUC must approve Water and Power contracts above \$500,000 or any change order that causes a contract to equal or exceed \$500,000 and which, when combined with all previous change orders, equals or exceeds 20% of the original contract amount.

# **RECOMMENDATION:**

Adopt a motion to renew the 2018 Annual Directional Boring Contract to Colorado Boring, Inc. for 2019 in an amount not to exceed \$750,000 and authorizing the City Manager to sign the contract on behalf of the City.

# **ATTACHMENTS:**

- Attachment A: 2018 Annual Directional Boring Projects Contract
- Attachment B: 2019 Annual Directional Boring Projects Renewal Contract

# **Attachment A**

## CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into this tay of the tay of tay of

The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the contract documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor's own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as 2018 Annual Directional Bore Projects, Project No. 2017-71 to the extent of the Contractor's bid opened November 16, 2017 in full compliance with the contract documents.

In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay the Contractor a sum not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000), as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents.

Time is the essence of this contract. The Contractor agrees to complete the work within the timeframes set forth in each individual work order issued under this contract, and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid.

In the event that the Contractor fails to complete the work within the time limit set forth in the contract documents, liquidated damages shall be paid at the rate of Five Hundred Dollars (\$500) per day until substantial completion.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

CITY OF LOVELAND, COLORADO

ATTEST: City Clerk diffiction of the S TO FORM: Assistant City Atrorney

Title: CITH MANAGER

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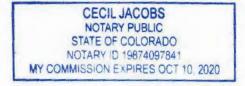
	CONTRACTOR:
	By:
Jacobs Friends U	Caba Colorado Baring Company
ATTEST: (if corporation)	
Corporate Secretary	
STATE OF COLORADO ) ) COUNTY OF <u>Laria</u> )	55.
The foregoing instrument was ach 2029 Jon Jaco	nowledged before me this $27$ day of $3a$

(Insert name of individual signing on behalf of the Contractor)

Notary's official signature

SEAL

10-10-2020 Commission Expiration Date



## BID UNIT-PRICE BASIS

TO:	THE CITY OF LOVELAND, COLORADO
PROJECT:	2018 Annual Directional Bore Projects, Project No. 2017-71
BIDDER: (Please type or prin	nt.)
Name: Colo	rado Boring Company
Address: 381	3 Canal Dr.
F <del>E</del>	Collins, CO. 80524
Contact Person:	Jon Jacobs
Phone: ( <u>970</u> )	494 -1996 Fax:: (970) 494 -4449

The undersigned Bidder, having investigated all matters relevant to the Project and having read and examined the specifications and associated documents for the Project, including the Contract and the Contract Documents, does hereby propose to perform the work and provide the services set forth in this Bid.

The Bidder agrees to accept as full payment for the work proposed under the Contract as herein specified and as shown on the drawings, the amounts computed on the basis of the following unit or lump sum prices. It is understood that the prices are independent of the exact quantities involved. The Bidder states that the prices set forth below are a true measure of the labor, equipment, and materials, including overhead and profit, to complete the work, exclusive of any materials provided by the City of Loveland. In the event of a discrepancy between unit or lump sum prices and total prices, unit or lump sum prices shall govern.

The following bid schedule is an estimate only of the work proposed under the Contract, and the City does not guarantee any such quantities. The City reserves the right to eliminate from and add to the quantities without any adjustment in unit prices. The estimate of quantities will be used for evaluating bids. Items called out in the specifications, but not separately listed as a bid item, shall be considered incidental work and no additional payment shall be made.

#### UNIT PRICE BID SCHEDULE 2018 ANNUAL DIRECTIONAL BORE PROJECTS Project No. 2017-71

#### Notes:

- All pit materials, including but not limited to sand, gravel, and rocks will be provided by the City and . will not be reflected in the unit prices below.
- All materials installed by the Contractor, including but not limited to conduit spacers, tracer wire, pull-tape, couplers, and glue will be provided by the City and will not be reflected in the unit prices below unless specially noted otherwise
- All unit prices will include dewatering equipment and labor charges.
- All polyethylene conduit and bore guard will be in 10-foot or 20-foot lengths and will be provided by the City.
- Vacuum machine for mud removal and disposal costs will be included in unit prices.
- All unit prices will include installation of #12 red insulated tracer wire, a vertical tracer wire pipe and cap at vault edge. Wire supplied by the City.
- All unit prices shall include the installation of pull-tape in each conduit. .
  - 1. Directional boring and installation in:
    - a. Reasonable soil conditions (HDPE Conduit and Cable-In-Conduit supplied by City).
       i. \$\_\_\_\_\_\_ per lineal foot of one (1) 1-1/2" high-density polyethylene
      - conduit.  $2^{-\frac{1}{2}}$  per lineal foot of one (1) 2" high-density polyethylene conduit.
      - 700 ii. \$

      - polyethylene on a steel reel).
      - v. \$ 7 \*\* per lineal foot of one (1) 2" cable-in-conduit (high-density polyethylene on a steel reel).
    - b. Rock conditions (HDPE Conduit and Cable-In-Conduit supplied by City).
      - i. \$ 15.00 per lineal foot of one (1) 1-1/2" high-density polyethylene conduit.
      - ii. s\_14.=> \_ per lineal foot of one (1) 2" high-density polyethylene conduit.
      - iii. \$ 16 == per lineal foot of two (2) 2" high-density polyethylene conduit.
      - iv. \$ 14.9 per lineal foot of onc (1) 1-1/4" cable-in-conduit (high-density polyethylene on a steel reel).
      - v. \$ 14.00 per lineal foot of one (1) 2" cable-in-conduit (high-density polyethylene on a steel reel).

#### 2. Directional boring and installation without spacers in:

- a. Reasonable soil conditions (Bore guard supplied by City).
  - per lineal foot of one (1) 4" bore guard. 9.00 i. S
  - per lineal foot of two (2) 4" bore guard. 12 ii. S
  - 12= \_ per lineal foot of one (1) 6" bore guard. iii. S
  - iv. \$ 14:00 per lineal foot of two (2) 6" bore guard.
  - v. 5\_14= \_ per lineal foot of three (3) 6" bore guard.
- b. Rock conditions (Bore guard supplied by City).
  - i. \$ 16. per lineal foot of one (1) 4" bore guard. ii. \$ 20. per lineal foot of two (2) 4" bore guard.
  - per lineal foot of two (2) 4" bore guard. ii. S
  - 20. per lineal foot of one (1) 6" bore guard. iii. S

# Company Name: Colorado Boring Co.

- iv. \$ 36 ? per lineal foot of two (2) 6" bore guard. v. \$ 36 ? per lineal foot of three (3) 6" bore guard.
- 3. Directional boring and installation with spacers in:
  - a. Reasonable soil conditions (Bore guard and spacers supplied by City).
- i. \$ 55.00 per lineal foot of four (4) 6" bore guard. ii. \$ 60 00 per lineal foot of four (5) 6" bore guard.
  - ii. \$ 60 \*\* per lineal foot of five (5) 6" bore guard. iii. \$ 64.\* per lineal foot of six (6) 6" bore guard.

  - b. Rock conditions (Bore guard and spacers supplied by City).

    - i. \$ 100, \*\* per lineal foot of four (4) 6" bore guard. ii. \$ 110, \*\* per lineal foot of five (5) 6" bore guard. iii. \$ 110, \*\* per lineal foot of six (6) 6" bore guard.
- 4. Couplings:
  - 5. each coupling to mate 4" polyethylene to 4" PVC SCH 40 conduit. a. \$\_\_\_\_
  - b. \$ \_\_\_\_\_ each coupling to mate 6" polyethylene to 5" PVC SCH 40 conduit.
  - each reducing coupling to mate 6" bore guard to 6" Schedule 40 conduit.
- 5. Excavation, backfilling, and restoration of required pits for directional boring and installation of conduits described in items 1 - 21.

\$ 300 each bore pit.

- 6. Utility locates, including sewer lateral locates, and required potholing for directional boring and installation of conduits described in Items 1A through 16b Labor and materials to fill potholes shall be included in the Unit Prices for potholing.
  a. S 100<sup>35</sup> per pothole up to 10.
  b. S 950<sup>45</sup> 10 or more potholes per day at a daily rate.
- Mobilization costs one time

   <u>\$ 500</u>
   for projects less than 1,000 feet in length.
  - b. \$ -O for projects greater than 1,000 feet in length.
- 8. Hand digging into a transformer, switchgear, vault, sectionalizing cabinet or handhole. 90." per hour. S
- 9. 3-Man Labor, Crew w/Equipment. \$ 145.00 per hour.
- 10. Shoring or trench boxes. \$\_\_\_\_\_\_600.<sup>90</sup> daily rate.

# Company Name: Colorado Boning Co.

- 11. Bore sleeves/casing steel unit price shall include the spacer assembly cost (Spacer material to a. 18" diameter \$ <u>125</u> per lineal foot - reasonable soil conditions.
  b. 24" diameter \$ <u>145</u> per lineal foot - reasonable soil conditions.
  c. 30" diameter \$ <u>155</u> per lineal foot - reasonable soil conditions.
  d. 36" diameter \$ <u>200</u> per lineal foot - reasonable soil conditions. be provided by the City).

  - c. 18" diameter \$ 200." per lineal foot reasonable soil conditions.
    e. 18" diameter \$ 375." per lineal foot rock soil conditions.
    f. 24" diameter \$ 435." per lineal foot rock soil conditions.
    g. 30" diameter \$

  - f. 24" diameter \$ 435... per lineal foot rock soil conditions. g. 30" diameter \$ 455... per lineal foot rock soil conditions. h. 36" diameter \$ 600... per lineal foot rock soil conditions.

#### 12. Bore sleeves/casing - HDPE - unit price shall include the spacer assembly cost (Spacer material to be provided by the City).

- a. 18" diameter \$ <u>125</u> per lineal foot reasonable soil conditions.
  b. 24" diameter \$ <u>145</u> per lineal foot reasonable soil conditions.
  c. 30" diameter \$ <u>155</u> per lineal foot reasonable soil conditions.
  d. 36" diameter \$ <u>200</u> per lineal foot reasonable soil conditions.
  e. 18" diameter \$ <u>375</u> per lineal foot rock soil conditions.

- f. 24" diameter \$ 435 per lineal foot rock soil conditions. g. 30" diameter \$ 465 per lineal foot rock soil conditions. h. 36" diameter \$ 600 per lineal foot rock soil conditions.

#### 13. Sleeveless bore with spacers - unit price shall include the spacer assembly cost (Spacer material to be provided by the City).

- a. 18" diameter \$ <u>10</u> for lineal foot reasonable soil conditions. b. 24" diameter \$ <u>130</u> per lineal foot reasonable soil conditions. c. 30" diameter \$ <u>180</u> per lineal foot reasonable soil conditions. d. 36" diameter \$ <u>195</u> per lineal foot reasonable soil conditions. e. 18" diameter \$ <u>195</u> per lineal foot reasonable soil conditions. f. 24" diameter \$ <u>200</u> per lineal foot rock soil conditions.
- f. 24" diameter S\_200<sup>---</sup> per lineal foot rock soil conditions.
  g. 30" diameter S\_260<sup>---</sup> per lineal foot rock soil conditions.
- h. 36" diameter S\_360" per lineal foot rock soil conditions.

#### STEEL AND HDPE CASING SPECIFICATIONS:

- Both the steel and HDPE casings need to be of sufficient strength for the application, and must comply with the state and local requirements.
- The HDPE casing shall be an SDR11 meeting the appropriate ASTM standards (ASTM F2160, F2176, etc.).
- The steel casing shall be a minimum wall thickness of ½" meeting the appropriate ASTM standards (ASTM A252, etc.).

COMPANY NAME: Colorado Boring Company BIDDER'S INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

THE UNDERSIGNED BIDDER HEREBY certifies that: (a) this Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the City.

The undersigned Bidder represents that the Bidder is familiar with C.R.S. §§ 8-19-101, et seq. and that the Bidder is [ ] is not [ ] (check one) a "resident bidder" as defined therein. The undersigned further understands that if the Bidder is not a "resident bidder" and if the Bidder's state of residence grants a preference to resident bidders, the amount of such preference will be allowed to resident bidders in comparing this Bid to the bids of such resident bidders. The undersigned Bidder further agrees to furnish. upon request of the City, such additional information and affidavits as may be necessary to confirm the undersigned Bidder's status as a resident bidder and to indemnify the City from all claims and costs that arise out of any dispute over the Bidder's status as a resident bidder.

The Bidder hereby acknowledges receipt of Addenda Nos.  $1, 2, \ldots, \ldots, \ldots$  to these specifications. (Insert number of each addendum received.)

Dated this 11 day of 104. ,2017.

(SEAL)

Attest:

CORPORATE SECRETARY

State of Incorporation:	

Address of Principal Office:

BIDDER: BY: aTTLE: Managing Member

**Relevant Project Experience** 

Project Name:	Location:	Project Scope of Work:	Start Date:	Finish Date:	Reference Information:
Loveland Oncall Boring	City of Loveland	Directional drilling from 11/4" CIC to 30" Steel for Power, Traffic, and IT		12/31/2017	1/1/2017 12/31/2017 CO. 970-290-6696
Ft. Collins Oncall Boring	City of Ft. Collins	Directional drilling from 11/4" HDPE to 30" Steel for Power, Traffic, IT, Parks, and Water Dept.	1/1/2017	12/31/2017	1/1/2017 12/31/2017 CO. 970-224-6154
Denver Oncall Boring	City of Denver	Directional drilling from 2" HDPE to 6" Steel for all depts. In the City and County of Derver	1/1/2017	12/31/2017	1/1/2017 12/31/2017 303-513-6781
Loveland Oncall Boring	City of Loveland	Directional drilling from 11/4" CIC to 30" Steel for Power, Traffic, and IT	1/1/2016	12/31/2016	1/1/2016 12/31/2016 CO. 970-290-6696
Ft. Collins Oncall Boring	City of Ft. Collins	Directional drilling from 11/4" HDPE to 30" Steel for Power, Traffic, IT, Parks, and Water Dept.	1/1/2016	12/31/2016	1/1/2016 12/31/2016 CO. 970-224-6154
Denver Oncall Boring	City of Denver	Directional drilling from 2" HDPE to 6" Steel for all depts. In the City and County of Denver	1/1/2016	12/31/2016	1/1/2016 12/31/2016 303-513-6781

#### ADDENDUM #1 TO BID #2017-71 FOR 2018 ANNUAL DIRECTIONAL BORING PROJECTS

This addendum dated November 8, 2017 consists of 1 page and has been issued via BidNet Direct. The original documents remain in full force and effect as revised by the following changes that take precedence over anything to the contrary. This addendum shall become part of the bid as if originally included.

This does not change the time nor place of bid opening.

The not to exceed amount for this contract is \$1,000,000.00. This is an estimate of the work to be done in 2018 and is not a guarantee of payment of that amount.

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## CITY OF LOVELAND ADDENDUM NO. 2 14 November 2017 2018 Annual Directional Boring Projects 2017-71 BID DOCUMENTS AND PROPOSAL PAGES FOR

To All Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Bid Documents and Proposal Pages for 2018 Annual Directional Boring Projects 2017-71 bid, as fully and completely as if they were fully set forth therein:

# **Revision to "Unit Price Bid Schedule"**

#### 4. Couplings:

b. each coupling to mate 6" polyethylene to 5" PVC SCH 40 conduit.

c. each reducing coupling to mate 6" bore guard to 6" Schedule 40 conduit.

## **Revised Statement Shall Read**

b. each coupling to mate 6" polyethylene to 6" PVC SCH 40 conduit.

c. each reducing coupling to mate 6" bore guard to 5" Schedule 40 conduit.

All bidders shall acknowledge receipt and acceptance of this Addendum 2 in the Bid Form or by submitting the Addendum with the Bid Package. Bid Forms submitted without acknowledgement or without this Addendum may be considered in non-conformance.

If you have any questions concerning this Addendum, please contact Gordon Whitelock, City of Loveland Department of Water and Power, Service Center, 200 North Wilson Avenue, Loveland, Colorado 80537, 970-962-3561.

## END OF ADDENDUM

# **Attachment B**

# CONSTRUCTION CONTRACT RENEWAL

THIS RENEWAL CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and Jacobs Investment LLC DBA Colorado Boring Company ("Contractor").

1. The City awarded Contractor the bid for the **2018 Annual Directional Bore Projects, Project No. 2017-71**, to the extent of the Contractor's bid dated **November 16, 2017**. The City and the Contractor executed the Construction Contract (the "Contract") on **February 8, 2018**. The Contract provides that the City has an option to extend the Contract, and the City has exercised that option.

2. The Contract is hereby renewed for a one-year term effective January 1, 2019 unless earlier terminated in accordance with the Contract Documents, as defined in the Contract.

3. The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the Contract Documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor's own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as **2018 Annual Directional Bore Projects** to the extent of the Contractor's bid dated **November 16, 2017**, for items installed for the Power Department in full compliance with the contract documents.

4. In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay to the Contractor a sum not-to-exceed \$ 750,000, as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents. The Contractor shall provide to the City all bonds required by the Contract Documents for the amount set forth in this Paragraph 4.

5. Time is the essence of this contract. The Contractor agrees to complete the work within the timeframes set forth in each individual work order issued under this contract and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid, except as set forth in the Request for Price Revisions as agreed to and accepted by the City, attached as "Exhibit A."

6. All other terms and conditions of the Contract shall remain in full force and effect according to the provisions thereof.

7. This Amendment may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.* 

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

SIGNATURES ON NEXT PAGE CITY OF LOVELAND, COLORADO By:\_\_\_\_\_ Title: ATTEST: City Clerk APPROVED AS TO FORM: Assistant City Attorney **CONTRACTOR:** By: Title: ATTEST: (if corporation) Corporate Secretary STATE OF COLORADO ) ss. COUNTY OF \_\_\_\_\_ The foregoing contract was acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_by\_\_\_\_ (Insert name of individual signing on behalf of the Contractor) Witness my hand and official seal. My commission expires \_\_\_\_\_\_. Notary Public



AGENDA ITEM: 2 MEETING DATE: 10/17/2018 SUBMITTED BY: Kim Reeves STAFF TITLE: Electric Distribution Designer Supervisor

ITEM TITLE:

2018 Annual Substructure Projects Contract Renewal

# **DESCRIPTION:**

The annual substructure contract allows contractor augmentation of City crew efforts to install underground conduit systems, streetlight wires, streetlights and vaults. The Department of Water & Power reviewed the annual substructure contract and after consideration of the excellent work being done by our current contractor during 2018 and in prior years, the decision was made to recommend renewing this contract for a second term for calendar year 2019 which is allowed in the contract documents. The work was bid, and the original contract term began January 1, 2018 and will end December 31, 2018. This is the first renewal of the contract.

# SUMMARY:

Each year there are multiple opportunities to use the substructure contract for projects that occur as a result of development, capital construction, emergencies and maintenance. The substructure bid allows contractor augmentation of city crew efforts to install underground conduit systems, street light wires, street lights and vaults. On November 8, 2017 the City of Loveland received sealed bids for the 2018 Annual Substructure Projects. After consideration of the bid responses and the unit prices received, the decision was made to recommend awarding this bid to GE Construction, Inc.

This year we anticipate expenditures of approximately \$1,000,000 for small capital projects, small 600amp development-driven extensions, overhead to underground conversions, and development growth. Although the contract is set at a not-to-exceed amount, the city does not guarantee that there will be that much work available.

The proposed contract amount is budgeted within several capital projects, maintenance and developmentdriven projects.

Per Municipal Code 3.12.060A and 3.12.060B, the LUC must approve Water and Power contracts above \$500,000 or any change order that causes a contract to equal or exceed \$500,000 and which, when combined with all previous change orders, equals or exceeds 20% of the original contract amount.

# **RECOMMENDATION:**

Adopt a motion to renew the 2018 Annual Substructure Contract to G.E. Construction for 2019 in an amount not to exceed \$1,000,000 and authorizing the City Manager to sign the contract on behalf of the City.

# **ATTACHMENTS:**

- Attachment A: 2018 Annual Substructure Projects Contract
- Attachment B: 2019 Substructure Projects Renewal Contract



# **Attachment A**

## CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into this 2 day of <u>Filterusy</u>, 2018, nunc pro tunc January 1, 2018, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and GE Construction ("Contractor").

The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the contract documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor's own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as **2018 Annual Substructure Projects**, **Project No. 2017-70** to the extent of the Contractor's bid opened **Thursday**, **November 16, 2017** in full compliance with the contract documents.

In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay the Contractor a sum not to exceed One Million Dollars (\$1,000,000), as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents.

Time is the essence of this contract. The Contractor agrees to complete the work within the time frame set forth in each individual work order issued under this contract, and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid.

In the event that the Contractor fails to complete the work within the time limit set forth in the contract documents, liquidated damages shall be paid at the rate of Five Hundred Dollars (\$500) per day until substantial completion.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

CITY OF LOVELAND, COLORADO

ATTEST: City Clerk Cir APPROVED AS TO FORM: Assistant City Attorney

COLORAL

CONTRACTOR:

By. Arny: esiden ustapon Title:

ATTEST: (if corporation) Corporate Secretary

STATE OF COLORADO ) COUNTY OF Weld ) ss.

The foregoing instrument was acknowledged before me this 19 day of 20 18 by 1900 Gasto Foon (Insert name of individual signing on behalf of the Contractor)

Notary's official su

Z

SEAL

Commission Expiration Date



#### BID UNIT-PRICE BASIS

TO:	THE CITY OF LOVELAND, COLORADO
PROJECT:	2018 Annual Substructure Projects, Project No. 2017-70
BIDDER: (Please type or print.)	
Name:	GE CONSTRUCTION INC.
Address:	5700 E. CTY R& 20E
tentenet - Mitager to The Mit	LovelAnn Co 80537
Contact Person:	ERIC GUSTAFSON
Phone: (978) 2	Fax::()

The undersigned Bidder, having investigated all matters relevant to the Project and having read and examined the specifications and associated documents for the Project, including the Contract and the Contract Documents, does hereby propose to perform the work and provide the services set forth in this Bid.

The Bidder agrees to accept as full payment for the work proposed under the Contract as herein specified and as shown on the drawings, the amounts computed on the basis of the following unit or lump sum prices. It is understood that the prices are independent of the exact quantities involved. The Bidder states that the prices set forth below are a true measure of the labor, equipment, and materials, including overhead and profit, to complete the work, exclusive of any materials provided by the City of Loveland. In the event of a discrepancy between unit or lump sum prices and total prices, unit or lump sum prices shall govern.

The following bid schedule is an estimate only of the work proposed under the Contract, and the City does not guarantee any such quantities. The City reserves the right to eliminate from and add to the quantities without any adjustment in unit prices. The estimate of quantities will be used for evaluating bids. Items called out in the specifications, but not separately listed as a bid item, shall be considered incidental work and no additional payment shall be made.

#### UNIT PRICE BID SCHEDULE 2018 ANNUAL SUBSTRUCTURE PROJECTS Project No. 2017-70

Unit prices for future projects requiring excavations, trenching, installation of different size/configuration/lengths of PVC SCH 40 conduit, and installation of concrete vaults. All materials to be supplied by the City unless otherwise specified. Contractor is responsible for picking up materials at the City's warehouse.

All unit prices will include all contractor equipment and labor and will reflect any replacements and/or repair of damaged private or public facilities such as, but not limited to, sprinklers, sprinkler controls, wires, and other public and/or private entities.

A mandrel with a diameter '4" less than the inside diameter of the duct and a jetline must be passed through each empty duct at the time of installation in the presence of the Water and Power Inspector. This procedure will be reflected in the unit prices.

#### Notes:

- All pit materials will be provided by the City and will not be reflected in the unit prices below. Pit
  materials including but are not limited to concrete, flow fill, rock and gravel. Asphalt and concrete
  replacement and landscaping repair or replacement will be completed by City contractors as
  discussed at pre-construction meeting.
- All materials installed by the Contractor, including but not limited to conduit spacers, tracer wire, pull-tape, couplers, glue, and vaults will be provided by the City and will not be reflected in the unit prices below unless specially noted otherwise
- All unit prices will include installation of #12 red insulated tracer wire, a vertical tracer wire pipe and cap at vault edge. Wire and tracer wire pipe and cap supplied by the City.
- All unit prices will include the installation of mule tape in each conduit. Mule tape supplied by the City.
- All unit prices will include dewatering equipment and labor charges.

## COMPANY NAME GE CONSTRUCTION Inc.

- 1. Trenching, backhoeing, backfilling, and compacting trench in:
  - a. Reasonable soil conditions
    - i. \$ /. ° per lineal foot, 12" max. width by 36" depth
    - ii. \$ 1.50 per lineal foot, 12" max. width by 48" depth
    - iii. \$\_3.75 per lineal foot, 18" max. width by 48" depth
    - iv. \$ 4.25 per lineal foot, 24" max. width by 48" depth
    - v. \$ 6.00 per lineal foot, 24" max. width by 54" depth

b. Rock conditions

- i. \$ 1:25 per lineal foot, 12" max. width by 36" depth
- ii. \$ \_\_\_\_\_ per lineal foot, 12" max. width by 48" depth
- iii. \$\_\_\_\_\_ per lineal foot, 18" max. width by 48" depth
- iv. \$ \_ 6.75 per lineal foot, 24" max. width by 48" depth
- v. \$ 9.75 per lineal foot, 24" max. width by 54" depth

Bid Form Addendum 1

For Items 2-3, all unit prices for conduit and cable-in-conduit is per lineal foot for a particular size, the City may require combinations of number and size of conduits and cable-in-conduit to be laid in the same trench. For instance, a 100ft long trench with 2-4" PVC schedule 40 conduit would be listed as 200ft for conduit while the trench would be 100ft.

# COMPANY NAME: GE CONSTRUCTION INC.

- Installation in trench without spacers in:
  - a. Reasonable soil conditions (Cable-in-conduit and PVC supplied by City)
    - i. S .- 20 per lineal foot of one (1) cable-in-conduit (on steel reel)
    - ii. \$\_\_\_\_\_ per lineal foot of one (1) 2" PVC SCH 40 conduit (10' lengths)
    - ili. \$ 1.25 per lineal foot of one (1) 4" PVC SCH 40 conduit (20' lengths)
    - iv. \$ 1.30 per lineal foot of one (1) 6" PVC SCH 40 conduit (20' lengths)
  - b. Rock conditions (Cable-in-conduit and PVC supplied by City)
    - i. \$\_.20\_\_\_per lineal foot of one (1) cable-in-conduit (on steel reel)
    - ii. \$\_\_\_\_\_\_ per lineal foot of one (1) 2" PVC SCH 40 conduit (10' lengths)
    - iii. \$ 1.25 per lineal foot of one (1) 4" PVC SCH 40 conduit (20' lengths)
    - iv. \$ 1.36 per lineal foot of one (1) 6" PVC SCH 40 conduit (20' lengths)
- 3. Installation in trench with spacers (installation of spacers, base, and intermediate spacers wired to rebar anchors at 10' centers will be required for three (3) or more PVC conduits in the same trench. City to supply spacers, Contractor to supply rebar and tie wire) in:
  - a. Reasonable soil conditions (Cable-in-conduit and PVC supplied by City)
    - i. \$\_\_\_\_\_ per lineal foot of one (1) 4" PVC SCH 40 conduit (20' lengths)
    - ii. \$ 2. 9 per lineal foot of one (1) 6" PVC SCH 40 conduit (20' lengths)

b. Rock conditions (Cable-in-conduit and PVC supplied by City)

- i. \$\_2, 00 per lineal foot of one (1) 4" PVC SCH 40 conduit (20' lengths)
- ii. \$ 2, 00 per lineal foot of one (1) 6" PVC SCH 40 conduit (20' lengths)
- Excavation, installation, compaction, and backfill of concrete vault and lid. Install tracer wire pipe and cap at vault edge. Pipe is 18" long with a 2" diameter. (Supplied by City – delivered and set by Supplier).
  - a. \$ 500. 00 each for 5' x 8' vault
  - b. \$ 7.50-00 each for 7' x 11' vault
  - c. \$ 8.50 @ each for 7' x 14' vault
  - d. \$ 500.00 each for 5' x 5' vault
  - e. \$ \_\_\_\_\_ each for 3' x 4' secondary vault
  - f. \$ 1500. @ each for 8' x 19' vault
  - g. \$\_\_\_\_\_\_ each for 7' x 13' vault
- Excavation, removal, compaction, and backfill for the removal or relocation of a concrete vault and lid. (City removes and relocates vault).
  - a. \$ 300.00 each for 5' x 8' vault
  - b. \$\_\_\_\_\_\_ each for 7' x 11' vault
  - c. \$ 400. ° each for 7' x 14' vault
  - d. \$ 200, " each for 5' x 5' vault
  - e. S 200. 9 each for 3' x 4' secondary vault
  - f. \$ 600. \* each for 8' x 19' vault
  - g. \$ 400.00 each for 7' x 13' vault

**Bid Form Addendum 1** 

# COMPANY NAME: GE CONSTRUCTION Inc.

- Addition of flow fill or addition of concrete encasement consisting of 3" min. coverage or per specifications provided by Project Manager. (City to supply flow fill and concrete).
   \$ .30 per lineal foot
- Sawcut and removal of surface materials such as asphalt roadways and concrete sidewalks, concrete
  pans, etc. (Replacement of asphalt and concrete will be provided by the City).
  - a. \$ 5.00 per square foot of asphalt.
  - b. \$ 7.00 per square foot of concrete.
- Utility locates and required potholing for directional boring and installation of conduits. See Technical Specifications for utility locates and potholing requirements. Labor and materials to fill potholes shall be included in the Unit Price for potholing. Potholes must be filled with flowfill.
  - a. \$ 100. 9 per pothole up to 10.
  - b. \$ 900.00 10 or more potholes per day at a daily rate.
- Site preparation for a single phase transformer with box pad.
   \$\_\_\_\_\_\_\_\_\_\_ per each single phase transformer with box pad.
- 10. Site preparation for a three-phase transformer with concrete pad.

\$ 350, ° per each three phase transformer installation.

- 11. Excavation, installation and backfill of fiberglass secondary handhole (i.e. splice box).
  - a. \$ 100. 05 for each 13" x 24" secondary handhole.
    - b. \$ 100. 95 for each 17" x 30" secondary handhole.
    - c. \$ 100. 2° for each 15%" x 21" secondary handhole.
    - d. \$ 750. \* for each to furnish and install one (1) 30" x 48" pull box with dual lids with logo (lid says "Traffic"). Material supplied by Contractor, per spec attached.

12. Excavation, removal and backfill of fiberglass secondary handhole (i.e. splice box).

- a. \$ \_\_\_\_\_\_\_ for each 13" x 24"secondary handhole.
- b. \$\_\_\_\_\_\_for each 17" x 30" secondary handhole.
- c. \$\_\_\_\_\_\_for each 15%" x 21" secondary handhole.
- d. \$\_\_\_\_\_\_\_\_\_for each 24" x 36" secondary handhole.
- e. \$ 50. for each 30" x 48" secondary handhole.
- Excavation, installation and backfill (no compaction) of fiberglass streetlights with foam fill (Foam fill supplied by City.)
  - a. \$ 150 for each 161/2' fiberglass street light.
  - b. \$\_\_\_\_\_for each 24' fiberglass street light.
- 14. Excavation, installation and backfill (no compaction) of street light concrete bases (Bases supplied by City.).
  - a. \$\_\_\_\_\_for each 2'x 4' concrete street light base.
  - b. \$ 650. 2 for each 2'x 7' concrete street light base.

Bid Form Addendum 1

# COMPANY NAME GE CONSTRUCTION Inc.

15. Excavation, installation on backfill of sectionalizing cabinets.

- \$ 300.00 for each single phase sectionalizing cabinet. a.
- 20 b. \$ 400. for each three phase sectionalizing cabinet.

Company Name: \_ GE CONSTRUCTION Inc.

16. Replacement of vault lid (supplied by City - delivered and set by Supplier).

- \$ 100.00 8. each for 5' x 8' vault.
- 100.00 b. each for 7' x 11' vault.
- 100.00 each for 7' x 14' vault. C. \$ 60
- 100 each for 5' x 5' vault. d. \$ GO
- each for 8' x 19' vault. \$ 100. e.
- (00.00 each for 7' x 13' vault. f. \$
- 17. Core drilling of existing vault.
  - a. \$ 200,= each 1-4" core.
  - 2.50 00 each 1-6" core. b. \$
- 18. Tie bore conduit into vault or to existing conduit. \$ 1.50. a each connection.

#### All prices below shall include equipment, labor and vehicle costs.

- 19. Removal of spoils including, but not limited to, dirt, rocks, concrete, asphalt, shrubbery, fencing materials, old transformer pads, street light concrete bases, etc. \$ 95, 9 per hour.
- 20. Jack hammer, remove and replace concrete from conduits, transformer pads, vaults and handholes. Concrete provided by City. \$ 95, 9 per hour.
- 21. Lower existing conduits in reasonable soil, or after jack hammering and removing concrete.
  - a. \$ 95.00 per hour to lower 1 conduit. b. \$ 95.00 per hour to lower 2 conduits b. \$ <u>95.00</u> per hour to lower 1 conduit.
    c. \$ <u>9.5.00</u> per hour to lower 2 conduits.
    d. \$ <u>95.00</u> per hour to lower 3 conduits.
    e. \$ <u>95.00</u> per hour to lower 4 conduits.

  - e. \$ 95.00 per hour to lower 5 conduits. f. \$ 95.00 per hour to lower 6 conduits.

  - g. \$ 95.00 per hour to lower 7 or more conduits.
- 22. Hand dig into a transformer, switch gear, vault, sectionalizing cabinet or a handhole.
- Provide and install a silt fence for project storm water and soil management.
   \$ \_\_\_\_\_\_ per foot.

**Bid Form Addendum 1** 

COMPANY NAME GE CONSTRUCTION INC.

- 24. Punch or hand bore under walks, curbs, and driveways with a "bullet" or "missile". \$ 90,00 per hour.
- 25. Supply and install rock for a tracking pad for equipment. \$ 12,55 per foot.
- 26. Remove and replace fencing using existing material.
  - a. \$ .... per foot for barbed wire.
  - $\begin{array}{c} 0. & 5. \\ \hline 0. & 0 \\ \hline 0. & 0$
  - \_\_\_ per foot for chained link.
  - d. \$ 5.00 per foot for split rail.
  - each for a gate. e. \$ 100.
- 28. Mobilization costs One time
  - a. \$ 850." for projects of 1,000 feet or less.
  - b. \$ O for projects of more than 1,000 feet.
- 29. Equipment with Operator Costs One time
  - c. \$ 12.5. heavy equipment unit price per hour d. \$ 100. heavy equipment unit price per hour
- 30. Trench Boxes

100.00 \$ daily rate

31. Traffic Plates 40,00 daily rate S

**Bid Form Addendum 1** 

Z

COMPANY NAME:	GE CONSTRUC	TION	Inc.
BIDDER'S INITIALS:	El	DATE: _	11-13-17

Please briefly state your company's policy on difficult or unreasonable soil conditions. For example, what additional costs would be assessed? (This information is required for your bid to be considered).

When unreasonable Soil 15 ENCOUNTERED OF TERRAIN) GE would con Har discus how to DEDCEED would SaciA

It is the City's intent to lock in firm pricing for the initial contract year, and would prefer that the unit prices remain valid for two (2) additional one-year extensions. However, the City recognizes there may be a need for the Contractor to adjust unit pricing due to material and operating cost escalations. Please briefly state the type and amount of escalation your company would require for the subsequent contract extensions and what indices would be used to validate and verify those escalations (i.e. CPI).

GE CONSTRUCTION Would hold All pricing the contract. the departion of

(Any exceptions shall be itemized on a separate sheet and attached to the submitted proposal.)

Bid Form Addendum 1

THE UNDERSIGNED BIDDER HEREBY certifies that: (a) this Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the City.

The undersigned Bidder represents that the Bidder is familiar with C.R.S. §§ 8-19-101, et seq. and that the Bidder is [] is not [] (check one) a "resident bidder" as defined therein. The undersigned further understands that if the Bidder is not a "resident bidder" and if the Bidder's state of residence grants a preference to resident bidders, the amount of such preference will be allowed to resident bidders in comparing this Bid to the bids of such resident bidders. The undersigned Bidder further agrees to furnish, upon request of the City, such additional information and affidavits as may be necessary to confirm the undersigned Bidder's status as a resident bidder and to indemnify the City from all claims and costs that arise out of any dispute over the Bidder's status as a resident bidder.

The Bidder hereby acknowledges receipt of Addenda Nos. \_\_\_\_\_\_ to these specifications. (Insert number of each addendum received.)

Dated this & day of November, 2017.

(SEAL)

BIDDER: GE CONSTRUCT BU INC.

Attest:

Secuciary /owner)

CORPORATE SECRETARY

State of Incorporation: \_ ColoRADO

Address of Principal Office: 5700 E. CTY Rd 20 E LOUCIMAD CA 20537

Bid Form Addendum 1

tapson TITLE:

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#### ADDENDUM #1 TO BID # 2017-70 FOR ANNUAL SUBSTRUCTURE PROJECTS

This addendum dated November 8, 2017 consists of 9 pages and has been issued via BidNetDirect. The original documents remain in full force and effect as revised by the following changes that take precedence over anything to the contrary. This addendum shall become part of the bid as if originally included.

This does not change the time nor place of bid opening.

Please use amended bid form included in this document.

Attachments: Bid Form-Addendum #1 A correction has been made to line items: 4; 5; 16 to include a 7' x 13' vault

NA \*

The not to exceed amount for this contract is \$750,000.00. This is an estimate of the work to be done in 2018 and is not a guarantee of payment of that amount.

Contractors will be required to provide invoices from their suppliers for materials or rental equipment invoiced to the City of Loveland under this contract.

## CITY OF LOVELAND ADDENDUM NO. 2 14 November 2017 2018 Annual Substructure Projects 2017-70

## BID DOCUMENTS AND PROPOSAL PAGES FOR

To All Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Bid Documents and Proposal Pages for 2018 Annual Substructure Projects 2017-70 bid, as fully and completely as if they were fully set forth therein:

# **Revision to "Unit Price Bid Schedule"**

## 2. Installation in trench without spacers:

a. ii. \$\_\_\_\_per lineal foot of one (1) 2" PVC SCH 40 conduit (10' lengths)

b. ii. \$\_\_\_\_per lineal foot of one (1) 2" PVC SCH 40 conduit (10' lengths)

## **Revised Statement Shall Read**

- a. ii. \$\_.30 per lineal foot of one (1) 2" PVC SCH 40 conduit (20' lengths)
- b. ii. \$,30 per lineal foot of one (1) 2" PVC SCH 40 conduit (20' lengths)

All bidders shall acknowledge receipt and acceptance of this Addendum 2 in the Bid Form or by submitting the Addendum with the Bid Package. Bid Forms submitted without acknowledgement or without this Addendum may be considered in non-conformance.

If you have any questions concerning this Addendum, please contact Gordon Whitelock, City of Loveland Department of Water and Power, Service Center, 200 North Wilson Avenue, Loveland, Colorado 80537, 970-962-3561.

## END OF ADDENDUM

Qualification for GE Construction, Inc.

2004 City of Loveland Annual Substructure Contract: \$750,000.00. Owner: City of Loveland Light and Power. Contact: Mark Warner (970)962-3588

2005 City of Loveland Annual Substructure Contract: \$1,000.000.00

2006 Centerra Parkway build: \$700,000.00 . Owner: Centerra Property West (Management company: Empire Management. Contact: Dwayne Walker (970)667-5155

2006 City of Loveland Annual Substructure Contract:\$700,000.00

2007 City of Loveland Annual Substructure Contract: \$500,000.00

2008-2012 City of Loveland Annual Substructure Contract, each year was for \$500,000.00

2013-2014 City of Loveland Annual Substructure Contract, each year

Was for \$1,000,000.00

2015-2016 City of Loveland Annual Substructure Contract, contract

Was for \$1,500.00

2013-2016 Poudre Valley REA Substructure Contract, each year was For \$600,000.00

33

Jobs in progress:

The City of Loveland 2017 Annual Substructure Contract: \$2,000,000.00

Poudre Valley REA 2017 Substructure Contract: \$1,000.000.00

The Lakes at Centerra Phase 4: \$140,000.00

.

# **Attachment B**

## CONSTRUCTION CONTRACT RENEWAL

THIS RENEWAL CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and GE Construction ("Contractor").

1. The City awarded Contractor the bid for the **2018 Annual Substructure Projects Project No. 2017-70**, to the extent of the Contractor's bid dated **November 16, 2017**. The City and the Contractor executed the Construction Contract (the "Contract") on February 2, 2018. The Contract provides that the City has an option to extend the Contract, and the City has exercised that option.

2. The Contract is hereby renewed for a one-year term effective January 1, 2019 unless earlier terminated in accordance with the Contract Documents, as defined in the Contract.

3. The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the Contract Documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor's own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as **2018 Annual Substructure Projects** to the extent of the Contractor's bid dated **November 16, 2017**, for items installed for the Water & Power Department in full compliance with the contract documents.

4. In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay to the Contractor a sum not-to-exceed \$ 1,000,000.00, as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents. The Contractor shall provide to the City all bonds required by the Contract Documents for the amount set forth in this Paragraph 4.

5. Time is the essence of this contract. The Contractor agrees to complete the work within the timeframes set forth in each individual work order issued under this contract and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid, except as set forth in the Request for Price Revisions as agreed to and accepted by the City, attached as "Exhibit A."

6. All other terms and conditions of the Contract shall remain in full force and effect according to the provisions thereof.

7. This Amendment may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.* 

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

SIGNATURES ON NEXT PAGE

# CITY OF LOVELAND, COLORADO

	By:
ATTEST:	Title:
City Clerk	
APPROVED AS TO FORM:	
Assistant City Attorney	
	CONTRACTOR:
	By:
ATTEST: (if corporation)	Title:
Corporate Secretary	
STATE OF COLORADO	) ) ss. )
The foregoing contract was	acknowledged before me this day of
	sert name of individual signing on behalf of the Contractor)
Witness my hand and official seal.	
My commission expires	·
	Notary Public



### **ITEM TITLE:**

Agreement Between South Side Ditch Company and City of Loveland concerning the O'Hara Contract

### **DESCRIPTION:**

City's Golf Enterprise (Golf) owns interest in an agreement made between the South Side Ditch Company (SSDC) and Patrick O'Hara dated December 13, 1881. Golf and SSDC wish to dissolve this contract for various reasons and benefits to both parties. SSDC has presented a proposal in order to dissolve the agreement between Golf and SSDC in exchange for: (1) the City receiving two shares of SSDC stock for the benefit of Golf, and (2) a commitment that the City will accept four shares of SSDC stock into the City's Water Bank if the owners apply to the City to deposit those shares within five years.

### SUMMARY:

City's Golf Enterprise owns a one-half (1/2) interest in a certain agreement made between the South Side Ditch Company and Patrick O'Hara dated December 13, 1881, (see Attachment A) which interest constitutes the right to receive twenty (20) inches of water under and pursuant to the terms and conditions of Attachment A, hereinafter referred to as the "1/2 interest in the O'Hara Water Right". Note, the twenty inches in the 1/2 interest in the O'Hara Water Right is equal to approximately 0.5 cubic feet per second or approximately 199 acre-feet delivered through the ditch per year. For various reasons, Golf and the City have a difficult time using this water.

SSDC has proposed an agreement to the City whereby the City's interest in the O'Hara contract would be dissolved or conveyed back to the. In general, if the City Council approves the negotiated agreement:

- 1. SSDC will convey to the City, for the benefit of Golf, Stock Certificate No. 2845, comprising two shares of existing SSDC stock.
- 2. The City will convey to SSDC its 1/2 interest in the O'Hara Water Right.
- 3. City Staff will recommend that the LUC accept into the Loveland Water Bank the following SSDC shares if, within five years of the date of the agreement, the owners of the SSDC shares apply to deposit the shares into the Water Bank in exchange for credit:
  - a. Two (2) SSDC shares associated with SSDC Stock Certificate No. 2846;
  - b. One (1) SSDC share associated with SSDC Stock Certificate No. 2791;
  - c. One (1) SSDC share that was previously associated with SSDC Stock Certificate No. 2706;
- 4. SSDC will agree that it won't oppose the City's water court application to change the use of SSDC shares so long as the City's change of shares is consistent with the City's previous ditch-wide change decree and historical consumptive use analysis of Case No. 02CW392.

The Water Resource Staff has sought and received input from the City's outside water resource engineering firm, Spronk Water Engineers, and the City's outside water resource legal firm, Ryley Carlock & Applewhite. Both firms are in support of the proposed terms of the draft agreement described above.

The City of Loveland Golf Advisory Board, on Wednesday, September 26, 2018, recommended that the City Council approve an agreement whereby the O'Hara contract water right is conveyed to SSDC in exchange for SSDC and other consideration.

The City has investigated the share certificate numbers involved in this proposed agreement and has evaluated and determined that the City has adequate area(s) in order to satisfy the percentage of dry-up obligations to stay within the requirements of the Case No. 02CW392 decree.

### **RECOMMENDATION:**

Adopt a motion recommending that the City Council approve an agreement with the South Side Ditch Company concerning the conveyance of the O'Hara contract water right to South Side Ditch Company in exchange for two shares of South Side Ditch Company and additional consideration.

### **ATTACHMENTS:**

Attachment A: Transcribed O'Hara Agreement from December 13, 1881

### **Attachment A**

No. 13982 (10782?)

This agreement made and entered into this thirteenth day of December A.D.1881 by and between "The South Side Ditch Company" of Larimer County and State of Colorado of the first part and Patrick O'Hara of same place of the second part – Witnesseth. – That the said party of the first part for and in consideration of the execution and delivery of a Deed of Right of way over and (across) the South half of South East quarter of section eighteen in Township Five North of Range Sixty-Nine (69) West for the construction and occupation of said ditch thereon by the party of the second part herein the receipt of which is hereby acknowledged the said party of the first part hereby agrees and guarantees to furnish to said party of the second part forty (40) inches of water (measured) as described hereinafter to be delivered from said ditch at such points or places along the line of said ditch as may be required by said party of the second part for and during the irrigating season of each and every year during the existence of said ditch or canal. Upon the delivery of which amount of water aforesaid, the said party of the second part shall pay to the party of the first part the sum of one (1) dollar per inch only for the amount of water furnished as aforesaid during each and every year so long as water shall be furnished from said ditch or canal as herein above provided.

And it is further stipulated herein that the said party of the second part will accept and pay for the amount of water herein above mentioned to wit: Forty (40) inches measured six inches deep in a box with two inches depth of water above the opening of each and every year upon the (terms and ) in pursuance of the agreement herein above made.

In witness whereof the parties hereto have hereunto set their hands and seals this date herein first above written.

H. S. Youtsey – President of S.S.D. Co. ) Party of the 1<sup>st</sup> part ) John J. Youtsey – Secretary of S.S.D. Co. ) Lucas Brandt Treas ) Party of the 2<sup>nd</sup> part Patrick O'Hara ) Signed Sealed and delivered in the presence of J. R. Woolvert(on) S. B. Harton Filed for Record Febry 15<sup>th</sup> AD. 1883 at 1 O'clock. P. M. J. Montgomery Recorder

> Copied from Xerox of (photo)copy of hand written document in the clerk and recorders office, Larimer Courthouse. We should inspect the original. Also checked against Loveland's typed copy. Henry Hetzel 4/8/2007



### **ITEM TITLE:**

Consideration of PRPA Notice of Transfer for Windy Gap Units – Proposed Executive Session pursuant to City Charter Section 4-4(c) and Section 24-6-402(4)(a)(e) & (g), C.R.S.

### **DESCRIPTION:**

Pursuant to the December 14, 2017 Agreement Regarding Exercise of Rights of First Refusal to Acquire Windy Gap Water Units from Platte River Power Authority, the City received on September 17, 2018 a Notice of Transfer of Windy Gap Units by PRPA, initiating a 63-day period during which the City of Loveland must exercise or waive its right of first refusal to the units proposed for transfer.

### SUMMARY:

Pursuant to the Agreement between PRPA, Loveland, Fort Collins, and Estes Park, the material terms of the proposed Notice of Transfer involve confidential matters subject to ongoing negotiation required to be kept confidential, including consideration of the purchase, acquisition, lease, transfer or sale of any real, personal, or other property interest. For these reasons, counsel requests discussion of the Notice of Transfer occur only in Executive Session pursuant to section 24-6-402(4)(a), (e), and (g), Colorado Revised Statutes.

### **RECOMMENDATION:**

Adopt a Motion Recommending that the City Manager waive the City's right of first refusal for the Windy Gap Units that are the subject of the September 17, 2018 Notice of Transfer.







### **ITEM TITLE:**

Quarterly Financial Report Update

### **DESCRIPTION:**

This item summarizes the monthly and year-to date Preliminary financials for September 2018.

### SUMMARY:

The September 2018 financial reports are submitted for Commission review. The following table summarizes the sales and expense results for the month of September, and the September Year-To-Date results in comparison to the same periods from 2017. The summarized and detailed monthly financial statements that compare September Year-To-Date actuals to the 2018 budgeted figures are attached.

		September				September Year-To-Date				
		2018	2017	\$ Ovr/(Und)	% Ovr/(Und)	2018	2017	\$ Ovr/(Und)	% Ovr/(Und)	
				vs. 2017	vs. 2017			vs. 2017	vs. 2017	
WATER										
Sales		\$2,189,848	\$1,931,652	\$258,196	13.4%	\$13,110,878	\$11,873,976	\$1,236,902	10.4%	
Operating	Expenses	\$1,262,503	\$1,243,627	\$18,875	1.5%	\$10,404,056	\$14,019,661	(\$3,615,604)	-25.8%	
Capital (Ur	nrestricted)	\$39,251	\$146,279	(\$107,028)	-73.2%	\$649,607	\$1,027,560	(\$377,953)	-36.8%	
WASTEW	ATER									
Sales		\$1,130,674	\$1,012,533	\$118,141	11.7%	\$9,453,056	\$8,484,291	\$968,766	11.4%	
Operating	Expenses	\$732,138	\$607,016	\$125,122	20.6%	\$6,523,274	\$5,278,184	\$1,245,090	23.6%	
Capital (Ur	nrestricted)	\$1,136,152	\$351,779	\$784,373	223.0%	\$7,598,955	\$2,481,577	\$5,117,378	206.2%	
POWER										
Sales		\$6,486,299	\$6,240,327	\$245,971	3.9%	\$50,851,017	\$47,533,039	\$3,317,978	7.0%	
Operating	Expenses	\$5,100,086	\$4,762,349	\$337,737	7.1%	\$45,809,394	\$42,882,498	\$2,926,896	6.8%	
Capital (Ur	nrestricted)	\$915,219	\$1,085,191	(\$169,972)	-15.7%	\$7,724,352	\$10,709,012	(\$2,984,660)	-27.9%	

### **RECOMMENDATION:**

Staff item only. No action required.

### **ATTACHMENTS:**

- Attachment A: City of Loveland Financial Statement-Raw Water
- Attachment B: City of Loveland Financial Statement-Water
- Attachment C: City of Loveland Financial Statement-Wastewater
- Attachment D: City of Loveland Financial Statement-Power
- Attachment E: City of Loveland Quarterly Balance Sheet Water
- Attachment F: City of Loveland Quarterly Balance Sheet Wastewater
- Attachment G: City of Loveland Quarterly Balance Sheet Power
- Attachment H: Quarterly Financial Report PowerPoint

# **Attachment A**

### City of Loveland Financial Statement-Raw Water

For Period Ending 09/30/2018

	*	TOTAL BUDGET . FYE 12/31/2018	YTD ACTUAL	YTD BUDGET
1 REVENUES & SOURCES	*	FIE 12/31/2010	TID ACTUAL	BUDGET
REVENCES & SOURCES	*	*		
2 High Use Surcharge	*	74,667 *	42,433	55,998
3 Raw Water Development Fees/Cap Rec Surcharge	*	514,952 *	364,911	386,217
4 Cash-In-Lieu of Water Rights	*	527,084 *	481,502	395,316
5 Native Raw Water Storage Fees	*	31,598 *	380,607	23,697
6 Loan Payback from Water	*	32,500 *	0	24,375
7 Raw Water 3% Transfer In	*	491,220 *	393,326	384,674
8 Interest on Investments	*	351,950 *	252,729	263,961
9 TOTAL REVENUES & SOURCES	*	2,023,971 *	1,915,508	1,534,238
	*	*		
10 OPERATING EXPENSES	*	*		
	*	*		
11 Loan to Water	*	0 *	0	0
12 Windy Gap Payments	*	7,100 *	7,044	7,100
13 TOTAL OPERATING EXPENSES	*	7,100 *	7,044	7,100
	*	*		
14 NET OPERATING REVENUE/(LOSS) (excl depr)	*	2,016,871 *	1,908,464	1,527,138
	*	*	1	
15 RAW WATER CAPITAL EXPENDITURES	*	5,564,900 *	1,033,085	4,198,700
	*	*		
16 ENDING CASH BALANCES	*	*		
	*	*		
17 Total Available Funds	*	*	18,383,537	
18 Reserve - Windy Gap Cash	*	*	0	
19 Reserve - 1% Transfer From Rates	*	*	6,490,247	
20 Reserve - Native Raw Water Storage Interest	*	*	1,637,135	
-	*	*		
21 TOTAL RAW WATER CASH	*	*	26,510,919	

NOTE: YTD ACTUAL DOES NOT INCLUDE ENCUMBRANCES TOTALING: 100,001

## **Attachment B**

#### City of Loveland Financial Statement-Water For Period Ending 09/30/2018

1 **UNRESTRICTED FUNDS**	TOTAL BUDGET FYE 12/31/2018	YTD ACTUAL	YTD BUDGET	OVER <under></under>	VARIANCE
•	*				
2 REVENUES & SOURCES	· *				
3 Water Sales	16,373,998 *	13,110,878	12,822,528	288,350	2.2%
4 Raw Water Transfer Out	(491,220) *	(393,326)	(384,674)	(8,652)	2.2%
5 Wholesale Sales	161,307 *		120,978	77,894	64.4%
6 Meter Sales	94,722 *		71,046	(7,123)	-10.0%
7 Interest on Investments	89,770 *		67,329	(44,467)	-66.0%
8 Other Revenue * 9 Federal and State Grants *	1,408,745 *		603,611	14,191	2.4%
10 Internal Loan Monies Received	0 * 750,000 *	75,804 750,000	0 750,000	75,804 0	0.0% 0.0%
11 External Loan Monies Received	7 30,000 7 0 *	730,000	730,000	0	0.0%
12 TOTAL REVENUES & SOURCES *	18,387,322 *	14,446,815	14,050,818	395,997	2.8%
*	*	,	,,		,
13 OPERATING EXPENSES	*				
14 Source of Supply	2,709,597 *	1,548,057	2,356,357	(808,300)	-34.3%
15 Treatment	3,636,785 *		2,330,337	(452,769)	-16.6%
16 Distribution Operation & Maintenance	4,207,648 *		3,224,221	(900,954)	-27.9%
17 Administration	2,517,512 *		1,899,978	(1,446,080)	-76.1%
18 Customer Relations	421,932 *		327,738	(132,473)	-40.4%
19 PILT *	1,111,790 *		844,963	45,266	5.4%
20 1% for Arts Transfer	73,314 *	4,032	71,639	(67,607)	-94.4%
21 Services Rendered-Other Departments *	1,480,676 *	1,111,775	1,111,775	0	0.0%
22 Internal Loan Debt Expense *	827,500 *	795,300	819,372	(24,072)	-2.9%
23 External Loan Debt Expense *	1,015,150 *		761,364	46,429	6.1%
24 TOTAL OPERATING EXPENSES	18,001,904 *	10,404,056	14,144,617	(3,740,561)	-26.4%
25 NET OPERATING REVENUE/(LOSS)(excl depr)	385,418 *	4,042,758	(93,799)	4,136,557	-4410.0%
26 CAPITAL EXPENDITURES	3,495,715 *	649,607	3,021,111	(2,371,504)	-78.5%
27 REVENUES LESS OPER EXP LESS CAPITAL	(3,110,297) *	3,393,151	(3,114,910)	6,508,061	-208.9%
28 ENDING CASH BALANCE (44% OF OPER EXP) 29 WATER DEBT FUNDS ENDING CASH BALANCE	· *	7,932,581 (50,422)			
	*				
30 MINIMUM BALANCE (15% OF OPER EXP)	*	2,700,286			
31 OVER/(UNDER) MINIMUM BALANCE	*	5,232,295			
32 **RESTRICTED FUNDS**	*				
33 REVENUES & SOURCES	*				
33 REVENUES & SOURCES	*				
34 SIF Collections	6,168,963 *	2,283,737	2,563,652	(279,915)	-10.9%
35 SIF Interest Income	51,660 *	40,963	38,745	2,218	5.7%
36 SIF Federal and State Grants	0 *	64,975	0	64,975	0.0%
37 Internal Loan Monies Received	0 *		0	0	0.0%
38 TOTAL SIF REVENUES & SOURCES	6,220,623 *	2,389,674	2,602,397	(212,723)	-8.2%
39 SIF Capital Expenditures	7,527,489 *	674,307	5,745,178	(5,070,871)	-88.3%
40 1% for Arts Transfer	38,462 *	4,436	29,012	(24,576)	-84.7%
41 Legal Agreements & Shared Costs	276,440 *		216,283	(198,398)	-91.7%
42 TOTAL SIF CAPITAL EXPENDITURES *	7,842,391 *		5,990,473	(5,293,845)	-88.4%
	* (1.621.768) *	1,693,047	(2 299 076)	5,081,123	-150.0%
43 SIF REVENUE LESS EXPENDITURES	* (1,621,768) *	1,693,047	(3,388,076)	5,061,125	-150.0%
44 SIF ENDING CASH BALANCE	*	4,983,209			
45 TOTAL ENDING CASH BALANCE *	*	12,915,790			
NOTE: YTD ACTUAL DOES NOT INCLUDE ENCUMB	RANCES TOTALING: *	5,455,879			
46 Water Treated at WTP (in million gallons)	· *				
47 Water Sold To Customers (in million gallons, *	*	3,941			
includes Ranch Water & Hydrant Sales)	3,756 *	3,117	3,008	109	3.6%
* * *	*	-, -	-,		

5

# **Attachment C**

### City of Loveland

Financial Statement-Wastewater For Period Ending 09/30/2018

	TOTAL BUDGET FYE 12/31/2018 *	YTD ACTUAL	YTD BUDGET	OVER <under></under>	VARIANCE
1 **UNRESTRICTED FUNDS**	* *				
2 REVENUES & SOURCES	* * * *				
3 Sanitary Sewer Charges	12,620,160 *	9,453,056	9,448,057	4,999	0.1%
4 High Strength Surcharge	393,240 *	397,891	296,180	101,711	34.3%
5 Interest on Investments	88,800 *	112,279	66,600	45,679	68.6%
6 Other Revenue	763,090 *	37,966	569,229	(531,263)	-93.3%
7 Bond Proceeds 8 Federal Grants	15,659,620 *	8,711,549	15,659,620	(6,948,071)	-44.4%
9 State Grants	* 0 * * 0 *	0	0	0	0.0% 0.0%
10 TOTAL REVENUES & SOURCES	* 29,524,910 *	18,712,741	26,039,686	(7,326,945)	-28.1%
11 OPERATING EXPENSES	* *				
12 Treatment	4,305,725 *	2,872,236	3,261,777	(389,541)	-11.9%
13 Collection System Maintenance	3,499,770 *	1,692,064	2,699,637	(1,007,573)	-37.3%
14 Administration	1,734,963 *	353,392	1,329,612	(976,220)	-73.4%
15 Customer Relations	50,855 *	25,750	39,137	(13,387)	-34.2%
16 PILT	910,940 *	689,566	674,096	15,470	2.3%
17 1% for Arts Transfer	* 255,989 *	68,902	240,896	(171,994)	-71.4%
18 Services Rendered-Other Departments	758,706 *	569,991	569,991	0	0.0%
19 Debt Service	88,819 *	251,372	66,618	184,754	277.3%
20 TOTAL OPERATING EXPENSES	* 11,605,767 * *	6,523,274	8,881,764	(2,358,490)	-26.6%
21 NET OPERATING REVENUE/(LOSS)(excl depr)	* 17,919,143 *	12,189,468	17,157,922	(4,968,455)	-29.0%
22 CAPITAL EXPENDITURES	24,811,892 *	7,598,955	23,178,316	(15,579,361)	-67.2%
23 REVENUES LESS OPER EXP LESS CAPITAL	(6,892,749) *	4,590,512	(6,020,394)	10,610,906	-176.2%
24 ENDING CASH BALANCE (118% OF OPER EXP)	* *	13,693,389			
25 WASTEWATER DEBT FUNDS ENDING CASH BALANCE	* *	276,510			
26 MINIMUM BALANCE (15% OF OPER EXP)	* *	1,740,865			
27 OVER/(UNDER) MINIMUM BALANCE	*	11,952,524			
	* *				
28 **RESTRICTED FUNDS**	• *				
29 REVENUES & SOURCES	*				
, 	*			<i>(</i> <b>- - - )</b>	
30 SIF Collections	2,386,151 *	1,575,044	1,655,608	(80,564)	-4.9%
31 SIF Interest Income	* 89,010 *	101,953	66,762	35,191	52.7%
32 SIF Bond Proceeds 33 TOTAL SIF REVENUES & SOURCES 3	* 8,691,380 * * <b>11,166,541</b> *	5,339,336 <b>7,016,333</b>	8,691,380 10,413,750	(3,352,044) (3,397,417)	-38.6% - <b>32.6%</b>
	* *	7,010,333	10,413,730	(3,337,417)	-52.070
34 SIF Capital Expenditures	17,573,793 *	6,006,826	15,816,983	(9,810,157)	-62.0%
35 1% for Arts Transfer	177,664 *	55,487	161,505	(106,018)	-65.6%
36 Debt Service	49,406 *	154,352	37,053	117,299	316.6%
37 TOTAL SIF CAPITAL EXPENDITURES	17,800,863 *	6,216,665	16,015,541	(9,798,876)	-61.2%
38 SIF REVENUE LESS EXPENDITURES	(6,634,322) *	799,668	(5,601,791)	6,401,459	-114.3%
39 SIF ENDING CASH BALANCE	* *	8,100,682	· · · ·		
40 TOTAL ENDING CASH BALANCE NOTE: YTD ACTUAL DOES NOT INCLUDE ENCUMBRANCE	S TOTALING	<b>21,794,071</b> 23,944,555			
Wastewater Treated at WWTP (in million gallons) Wastewater Billed To Customers (in million gallons)	* N/A * * 1,768 *	1,673 1,324	N/A 1,325	(1)	-0.1%

## **Attachment D**

#### City of Loveland Financial Statement-Power

For Period Ending 9/30/2018

		0				
	*	TOTAL BUDGET	YTD ACTUAL	YTD BUDGET	OVER <under></under>	VARIANCE
**UNRESTRICTED FUNDS**	*		*			
1 REVENUES & SOURCES:	*		*			
2 Electric revenues	*	\$65,421,010	* \$50,851,017	\$50,434,480	\$416,537	0.8%
3 Wheeling charges	*	\$260,000	* \$219,601	\$195,000	\$24,601	12.6%
4 Interest on investments	*	\$258,420	* \$148,867	\$193,815	(\$44,948)	-23.2%
5 Aid-to-construction deposits	*	\$1,530,000	* \$1,292,137	\$1,147,500	\$144,637	12.6%
6 Customer deposit-services	*	\$310,000	* \$94,976	\$232,500	(\$137,524)	
7 Late Payment Penalty Fees	*	+	* \$346,290	\$337,500	\$8,790	2.6%
8 Connect Fees	*	\$170,000	* \$132,513	\$127,500	\$5,013	3.9%
9 Services rendered to other depts.	*	\$0 \$206.220	* \$0 * \$120.265	\$0 \$220 672	\$0 \$200 502	0.0%
10 Other revenues 11 Federal Grants	*	\$306,230 \$365,000	* \$430,265 * \$312,597	\$229,673 \$273,750	\$200,592 \$38,847	87.3% 14.2%
12 State Grants	*	\$61,000	* \$52,099	\$45,750	\$6,349	13.9%
13 Year-end cash adjustments	*	\$0 °	* \$0	\$0	¢0,045 \$0	0.0%
14 TOTAL REVENUES & SOURCES	*	\$69,131,660	* \$53,880,362	\$53,217,468	\$662,894	1.2%
	*		*			
15 OPERATING EXPENSES:	*	÷	*	<b>•</b> · • • <b>-</b>	(**************	
16 Hydro oper. & maint.	*	\$1,309,821	* \$172,287	\$1,007,555	(\$835,267)	
17 Solar oper.& maint.	*	\$90,000	\$36,993	\$69,231	(\$32,238)	
18 Purchased power	*	\$44,079,146	* \$34,643,193	\$33,979,128	\$664,065	2.0%
19 Distribution oper. & maint. 21 Customer Relations	*	\$5,601,230 \$1,528,241	* \$3,864,059 * \$633,512	\$4,308,638 \$1,175,570	(\$444,580)	
22 Administration	*	\$3,732,454	\$000,01 <u></u>	\$2,871,118	(\$542,058) (\$2,067,087)	
23 Payment in-lieu-of taxes	*	\$4,579,440		\$3,475,795	\$46,573	1.3%
24 1% for Arts Transfer	*	\$83,488	* \$54,228	\$63,367	(\$9,140)	
25 Services rendered-other depts.	*	\$2,767,799	. ,	\$2,075,849	\$2,873	0.1%
26 TOTAL OPERATING EXPENSES (excl depn)	*		* \$45,809,394	\$49,026,252	(\$3,216,858)	
27 NET OPERATING REVENUE/(LOSS) (excl depn)	*	\$5,360,041	* \$8,070,968	\$4,191,216	\$3,879,752	\$0
	*	÷0,000,011	*	¢.,:01,210	\$0,010,102	<u> </u>
28 CAPITAL EXPENDITURES:	*		*			
29 General Plant/Other Generation & Distribution	*	\$9,809,838	* \$6,199,669	\$7,813,955	(\$1,614,286)	-20.7%
30 Aid-to-construction	*	\$1,530,000		\$853,846	\$461,747	54.1%
31 Service installations	*	\$310,000		\$238,462	(\$29,372)	-12.3%
32 TOTAL CAPITAL EXPENDITURES	*	\$11,649,838	* \$7,724,352	\$8,906,263	(\$1,181,911)	-13.3%
33 REVENUES LESS OPER EXP LESS CAPITAL	*	(\$6,289,797)	* \$346,616	(\$4,715,048)	\$5,061,663	
34 ENDING CASH BALANCE (20% of Oper Exp)	*		* \$12,525,332			
••••••••••••••••••••••••••••••••••••••	*		*			
35 MINIMUM BAL. (23% of OPER EXP)	*		* \$14,667,472			
36 OVER/(UNDER) MINIMUM BALANCE	*	-	* (\$2,142,140)			
	*		*			
37 **RESTRICTED FUNDS**	*		*			
38 PIF Collections	*	\$3,115,400	* \$2,617,316	\$2,336,550	\$280,766	12.0%
39 PIF Interest Income	*	\$12,350	* \$63,414	\$9,263	\$54,151	584.6%
40 Water Loan Payback	*	\$795,000		\$795,000	\$300	0.0%
41 Federal Grants		\$0	\$0	\$0	\$0	0.0%
42 State Grants		\$0	\$0	\$0	\$0	0.0%
43 TOTAL REVENUES	*	\$3,922,750	* \$3,476,030	\$3,140,813	\$335,218	10.7%
	*	<b>60 700 500</b>	*	<b>A A A A A A A A A A</b>	(6.1.555.1.555	
44 PIF Feeders	*	\$3,700,000	* \$1,316,001	\$2,846,154	(\$1,530,152)	
45 PIF Substations & Solar	*	\$1,850,000		\$1,387,500	(\$1,387,500)	-100.0%
46 TOTAL EXPENDITURES	*	\$5,550,000	* \$1,316,001	\$4,233,654	(\$2,917,652)	-68.9%
47 PIF REVENUES LESS EXPENDITURES	*	(\$1,627,250)	* \$2,160,029	(\$1,092,841)	\$3,252,870	
48 ENDING PIF CASH BALANCE	*		* \$5,735,888			
	*		*			
49 TOTAL ENDING CASH BALANCE	*		* \$18,261,220			
NOTE: YTD ACTUAL does NOT include encumbrar	nces tot	alling \$5,514,021				
		-				
50 Energy Purchased (in million kWh) from PRPA	*	744 715		563 546	2	3.5% 1.5%
ST EDELOV SOLOTO CUSIODELS (ID MILLION KVVD)		/15	55/	54h	× ×	1 5%

50 Energy Purchased (in million kWh) from PRPA	*	744 *	565	563	2
51 Energy Sold to Customers (in million kWh)	*	715 *	554	546	8

1.5%

# **Attachment E**

**City of Loveland** Statement of Net Assets - For Fund Water fund - Proprietary consolidated For Period Ending 09/30/2018

#### Assets

Current Assets		
Equity in Pooled Cash	\$	6,970,939.05
Equity in Pooled Investments	Ψ	924,521.48
Receivables, Net		2,676,705.90
Interfund Loan Receivable		2,070,705.90
Accrued Interest		-
		93,016.12
Inventory, at Cost		276,231.25
Total Current Assets		10,941,413.80
Restricted Assets		
Future Raw Water Projects		26,309,872.72
Restricted Cash		203,884.33
System Impact Fees		4,940,954.03
Windy Gap Commitment		-
Total Restricted Assets		31,454,711.08
Property, Plant & Equipment		
Land		508,866.43
Intangible Assets/Easements		3,318,722.80
Buildings		3,467,553.01
Equipment		2,351,198.72
Improvements Other Than Buildings		177,622,146.19
Water Rights		75,694,522.47
Construction in Progress		5,427,395.70
Total Property, Plant & Equipment		268,390,405.32
Accumulated Depreciation		(52,541,901.31)
		(02,041,001.01)
Net Property, Plant & Equipment		215,848,504.01
Total Non-Current Assets		247,303,215.09
Total Assets	\$	258,244,628.89
Liabilities		
Current Liabilities		
Accounts Payable	\$	63,722.70
Accrued Liabilities		382,481.57
Bond Interest Payable		62,680.42
Deferred Revenue		-
Current Portion of Long-Term Debt		212,689.85
		-

Total Current Liabilities	 721,574.54
Long-Term Liabilities	
Compensated Absences	174,018.97
External Loan Payable	11,980,000.00
Interfund Loan Payable	2,250,000.00
Total Long-Term Liabilities	 14,404,018.97
Total Liabilities	\$ 15,125,593.51
Net Position	
Net Investment in Capital Assets	\$ 215,848,504.01
Restricted for Future Capital Improvements	31,454,711.08
Unrestricted	 (4,184,179.71)
Total Net Position	\$ 243,119,035.38

#### NOTES:

Some items on the balance sheet are only changed at the end of the year, such as capital assets and accumulated depreciation.

# **Attachment F**

**City of Loveland** Statement of Net Assets - For Fund Wastewater fund - Proprietary consolidated For Period Ending 09/30/2018

#### Assets

Current Assets	
Equity in Pooled Cash	\$ 2,073,824.09
Equity in Pooled Investments	11,474,986.12
Receivables, Net	1,765,821.34
Accrued Interest	62,764.21
Inventory, at Cost	4,975.22
inveniory, at cost	4,975.22
Total Current Assets	15,382,370.98
Non-current Assets	
Interfund Loan Receivable	-
Restricted Assets	
Restricted Cash	276,509.85
Cash with Fiscal Agent	10,307,040.37
System Impact Fees	7,996,897.32
Total Restricted Assets	18,580,447.54
Property, Plant & Equipment	
Land	380,222.08
Intangible Assets/Easements	3,344,691.29
Buildings	3,441,799.26
Equipment	3,105,991.80
Improvements Other Than Buildings	75,327,909.21
Construction in Progress	15,659,896.85
Total Branarty, Blant & Environment	101 000 510 10
Total Property, Plant & Equipment	101,260,510.49
Accumulated Depreciation	(10,675,014.60)
Net Property, Plant & Equipment	90,585,495.89
Total Non-Current Assets	109,165,943.43
	<b>•</b> • • • • • • • • • • • • • • • • • •
Total Assets	\$ 124,548,314.41

### **City of Loveland**

Statement of Net Assets - For Fund Wastewater fund - Proprietary consolidated For Period Ending 09/30/2018

#### Liabilities

Current L	iabilities	
	Accounts Payable	\$ 900,096.53
	Accrued Liabilities	236,261.36
	Bond Interest Payable	164,928.34
	Deferred Revenue	-
	Current Portion of Long-Term Debt	186,533.20
	Total Current Liabilities	 1,487,819.43
Long-Ter	m Liabilities	
	Compensated Absences	152,618.07
	External Loan Payable	24,900,000.00
	Total Long-Term Liabilities	 25,052,618.07
	Total Liabilities	\$ 26,540,437.50
Net Positio	n	
	Net Investment in Capital Assets	\$ 90,585,495.89
	Restricted for Future Capital Improvements	18,580,447.54
	Unrestricted	(11,158,066.52)
	Total Net Position	\$ 98,007,876.91

#### NOTES:

Some items on the balance sheet are only changed at the end of the year, such as capital assets and accumulated depreciation.

# **Attachment G**

**City of Loveland** Statement of Net Assets - For Fund Power fund - Proprietary consolidated For Period Ending 09/30/2018

#### Assets

Current Assets	
Equity in Pooled Cash	\$ (4,605,108.46)
Equity in Pooled Investments	17,312,528.42
Receivables, Net	10,487,213.70
Accrued Interest	56,843.91
Inventory, at Cost	3,059,629.57
Total Current Assets	 26,311,107.14
Non-current Assets	
Interfund Loan Receivable	2,250,000.00
Restricted Assets	
System Impact Fees	5,778,734.73
Property, Plant & Equipment	
Land	1,407,823.89
Intangible Assets/Easements	3,519,622.69
Buildings	4,067,961.38
Equipment	3,685,258.49
Improvements Other Than Buildings	161,787,846.09
Construction in Progress	20,603,662.21
Total Property, Plant & Equipment	 195,072,174.75
Accumulated Depreciation	(59,213,901.96)
Net Property, Plant & Equipment	 135,858,272.79
Total Non-Current Assets	 143,887,007.52
Total Assets	\$ 170,198,114.66

### **City of Loveland**

### Statement of Net Assets - For Fund Power fund - Proprietary consolidated For Period Ending 09/30/2018

#### Liabilities

Current Liabilities	
Accounts Payable	\$ 4,536,492.09
Accrued Liabilities	378,028.92
Deposits	2,827,768.73
Current Portion of Long-Term Debt	279,407.24
Total Current Liabilities	 8,021,696.98
Long-Term Liabilities	
Compensated Absences	228,605.92
Interfund Loan Payable	-
Total Liabilities	\$ 8,250,302.90
Net Position	
Net Investment in Capital Assets	\$ 135,858,272.79
Restricted for Future Capital Improvements	5,778,734.73
Unrestricted	20,310,804.24
Total Net Position	\$ 161,947,811.76

#### NOTES:

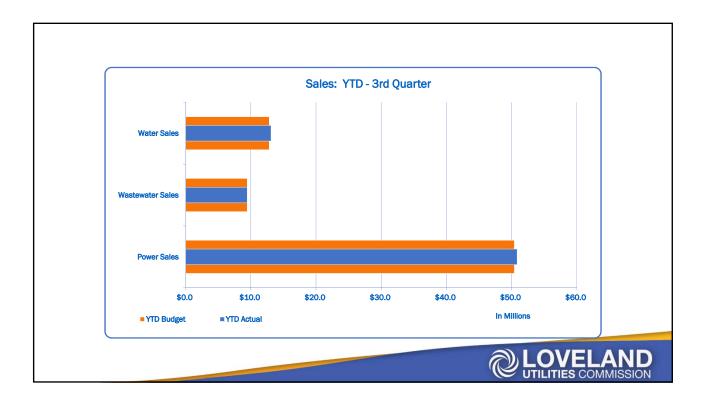
Some items on the balance sheet are only changed at the end of the year, such as capital assets and accumulated depreciation.

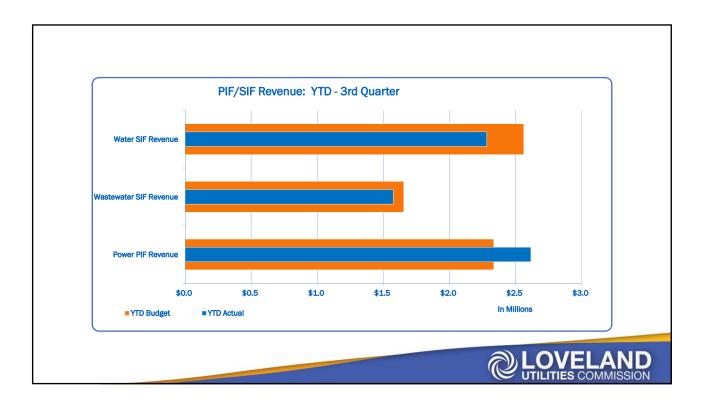
# **Attachment H**

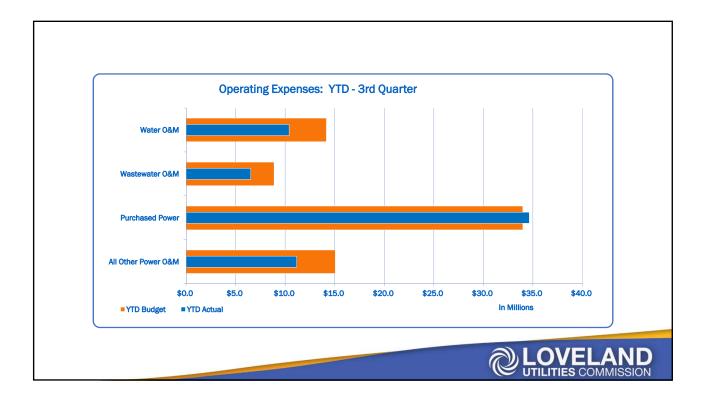


# **Quarterly Financial Report**

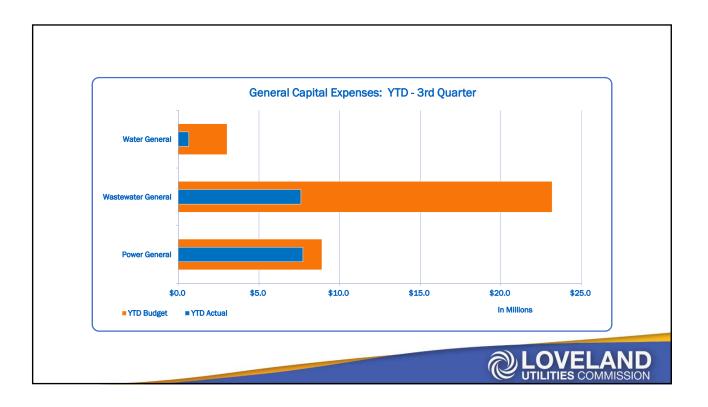


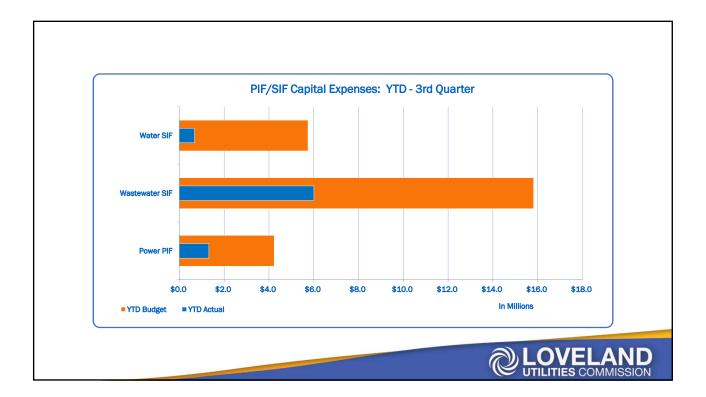


















### **ITEM TITLE:**

=

Commission & Council Report

### SUMMARY:

Discuss events that the Loveland Utility Commission Board members attended, special topics and any City Council items related to the Water and Power Department from the past month.

City Council Report

### **RECOMMENDATION:**

Commission/Council report only.







### ITEM TITLE:

Director's Report

### **GENERAL & PREVIOUS LUC MEETING FOLLOW UP ITEMS:**

### **EVENTS:**

Please note the following events that LUC members may wish to attend:



South Platte Forum: Save the date for the 2017 South Platte Forum on October 24th & 25th at the Loveland Embassy Suites. For more information, visit <u>www.southplatteforum.org</u>.

**Northern Water Fall Water Users Meeting:** November 14, 2018, 8:00 a.m.-1:30 p.m. at the Hilton Fort Collins, 425 W Prospect Rd, Fort Collins. Pre-registration begins the week of October 15<sup>th</sup>, Registration on the day of the meeting begins at 7:30 a.m. Contact Courtney Whittet for further information.

### **OPERATIONS:**

#### Water Operations:

**24" Parallel Boyd Sanitary Sewer Extension**: Work continues on the Parallel Boyd Sanitary Sewer Project that includes the installation of a new 24" sanitary sewer interceptor. This sanitary sewer is being installed to provide additional capacity for existing and future customers. Connell Resources has nearly completed installation of the sewer line along Boise Avenue and is preparing to start installation down Silver Leaf Drive toward Madison Avenue. Approximately 3,700



linear feet of 24" sewer pipe and electrical duct bank has been installed since the start of the



project in March of 2018. The construction has been challenging due to trench depths exceeding 20 feet, tight working conditions, high groundwater, and coordination with surrounding businesses and residents. The electrical duct bank portion of the project is also nearing completion. The majority of the roadway along Boise Avenue that was removed for the project has been repaved.

**20"** Directional Drill: LWP successfully completed the Phase 1 installation of the 20" Water Main Extension Project on Boyd Lake Avenue under Eisenhower Boulevard in February 2018. Phase 2 will extend the water main north on Boyd Lake Avenue approximately 800 feet. This project is being done in conjunction with the new roundabout at 15th Street. This project is going to be installed via the trenchless technology of horizontally directionally drilling. Directionally drilling was the chosen installation method due to the challenges of crossing the GLIC ditch, Greeley water mains, and the proposed new bike path tunnel. The project is proposed to be advertised and bid in October 2018 with an estimated construction start in December/January.

**30" Morning Drive Waterline Extension:** Construction began September 10 on the 30" Morning Drive Water Main Extension. This new water main will provide redundancy as well as be utilized to meet high flow demands in the P1 pressure zone. The contractor, Connell Resources, has already installed 1,600 linear feet of 30" PVC water main along the property line of the Foothills Baptist Church on 22nd Street. They will continue to install the water main along 22nd Street, Cascade, and through the City property behind the solar field to the 29th Street Pump Station. The challenging aspect of this project is the installation of new valving and cross connections to the piping at the 29th Street Pump Station. These connections and valves are necessary



to maintain service from the pump station during the construction process. This project is also installing new piping and valves to accommodate the future P2 pump





station that will be installed adjacent to the P1 pump station. The construction is estimated to be completed by January 2019.

**Fluoride:** Fluoride plays a crucial role in preventing tooth decay and also minimizes the risk of contracting an oral disease. While many people receive fluoride in their toothpaste and mouthwash, studies performed by the Colorado Department of Public Health and Environment (CDPHE) have shown that drinking fluoridated water alone prevents approximately 25% of cavities. In April of 2015, in agreement with the U.S. Department of Health and Human Services, the CDPHE recommended a fluoride concentration of 0.7 mg/L. Although naturally occurring, there is not enough fluoride in the City of

Loveland source waters to meet this recommendation. Fluoride is chemically added at the water plant in order to boost natural levels to meet and maintain the 0.7 mg/L recommendation. As with any chemical used in the drinking water process, monitoring is very important. The lab staff and water plant operators regularly sample and test for fluoride in both finished water and source water. In addition, there are two insitu analyzers continuously recording fluoride levels in the distribution system. Along with fluoride addition and constant monitoring, the water plant staff are able to provide clean drinking water with added health benefits.



Fluoride Analyzers



### **Power Operations:**

**Electric Line Crews**: In March of this year, crews energized W3 transformer at its temporary location at Sylvan Dale Ranch. As a refresher, W3 was originally located at West Substation as one of two transformers to step-up the voltage from the substation to the old generation plant at Viestenz- Smith Park. Over the course of the last five years, changes to the power system challenged the Electric Division to eliminate the generation plant and to begin the rebuild of the canyon circuit once identified as Circuit 911. In September of 2017, W3 was moved from West Substation to Cottonwood Substation, then in March of this year, it was once again moved, this time to Sylvan Dale Ranch where it has serviced its final purpose as crews finalized the overhead rebuild to the area of the Cherry Store in the Big Thompson Canyon. As of August, W3 was taken off-line and in September, it was decommissioned and removed from Sylvan Dale Ranch. Today, W3 sits at the Service Center warehouse yard, waiting to be sent off to the salvage facility.



W3 at West



W3 at Sylvan Dale Ranch





Above: W3 pending salvage in the warehouse storage yard

Left: W3 has left the system!



W3 at Cottonwood Substation along



Over the course of the last month, work has been finalized as the 22KV overhead distribution voltage feeding the Big Thompson Canyon has been decommissioned. As noted above. W3 was the last transformer supporting this voltage. The pictures below are the new overhead 12.47 lines over Ute Pass into the area of the Cherry Store. Teamwork between Power Contracting and Loveland Line Crews completed this installation and transfer earlier this month.



Power Contracting setting 55' pole for the 12.47 kV line crossing Hwy 34



New 12.47 kV power line crossing Ute Pass and Hwy 34

**Electric Metering:** During the month of September, the Electric Metering group has been busy working to wire a number of new commercial applications. Over the month, the shop has completed 24 new commercial building permit reviews that require electric service changes.





Above are pictures of a new transformer-rated electric metering service that was installed for a commercial core shell building. This particular application requires the metering group to provide the metering transformers, installation of the voltage and current control wire, installation of an electric meter before the service can be energized.

Earlier in September, Metering staff was given the task of rearranging within their shop. While moving things around it was decided that a display of metering equipment, electrical testing apparatuses, and line distribution items should be kept for historical purposes. Some of the devises within the pictures date back as early as the 1880's.

The picture to the left is an alternating current ammeter from 1937. Items like this can be very rare and hard to come by in working condition.





**Phase 1 CR30 & Fairgrounds Avenue PIF Project:** The City of Loveland Power Division completed construction on the County Road 30 (E. 71st Street) and Fairgrounds Avenue Phase 1. Our contractor dug about 6,300 linear feet of trench to lay almost 80,000 linear feet of conduit and seven 8'x19' pull boxes for current and future use by the utility. Electric crews installed over 48,000 linear feet of electrical cable, two switches and 75 terminations to serve upcoming development along the north east edge of our electric service territory.

While phase 1 of the project is completed, there is a lot of work that is to continue with this project in the coming year. Phase 2 of this project is planned for 2019; the coming phase will connect the conduit from phase 1 of this project with conduit installed in 2017 on the west side of I-25. Next year the Electric Division is planning to bring nine conduit under I-25 with a total construction distance of about 4,700 linear feet. The completion of this three-year project will result in creating a backup source between Crossroads and Airport Substations, resulting in shorter outage times should any of our equipment be damaged or fail. City staff are completing a design package for phase 2 and are negotiating with landowners and working with CDOT in order to get land rights and permitting in place to install our infrastructure. Currently the Power Division has petitioned for five easement and have successfully acquired three of those easements. Photos below.



### UTILITY APPLICATION SERVICES:

Job Cost Accounting Software: We are going to have Innoprise perform another demo to expand into talks on inventory.

Meter Data Management System (MDMS): We have selected one vendor to come for a one day demo on their solution. We are excited with the options this solution provides and the experience this vendor has with Advanced, our CIS vendor.

**Mobile Mapping:** Ever forward - we are piloting a potential new GPS unit that uses Collector, one of the mobile apps we have rolled out to the field. If successful, this will provide a low-cost solution that will deliver the same accuracy as GPS units several times it's cost.

**Hurco Valve Exerciser:** It's Alive!!! We are finally up and running. This software works on the valve exerciser in water operations and will track important information when working the valve. This will then allow us to get the data back to the office.

**Project & Request Tracking**: One of the Technology Roadmap recommendations was to establish a tracking system for our team's work. Since the beginning of 2017 we have configured Cityworks for this purpose. The big projects, tracked as work orders, are reported to be approved and prioritized by our division's team. There are currently 28 approved projects in our queue, 15 of which currently have the status of "In Progress". The smaller, maintenance type jobs are tracked as service requests. So far this year we have completed 135 requests within an average of 7.14 days. These are the numbers broken down by type:

Application Requests – 2.18 days Application Support – 10.3 days Data Requests – 7.54 days Hardware Support – 9.17 days Map Requests – 5.04 days Report Requests – 8.63 days

### **UTILITY ACCOUNTING:**

**Power Peak Demand and Energy Up Modestly in August:** We saw a small increase in peak demand and in power usage in August compared to a year ago. Loveland's share of PRPA's peak for August was 130,029 kW, up 0.7% from August of last year. Interestingly, the 130,029 kW peak is down 6.0% from the average of the last 5 years peaks in August. Purchased energy was up 2.0% vs. August of 2017. Overall, in comparing the year-to-date total of the January-August monthly peak demands to the same period in 2017, this year is up 4.3%, and purchased energy is up 2.9% year-to-date.

Water Sales Update: With three months of summer usage now accounted for, the average water usage per customer has seen a small increase in comparison to recent years. This year's YTD average usage through August is 11,567 gallons per customer. The 11,567 gallons is 1.2% higher than the August YTD average usage of the past five years. With this steady summer usage, water sales are ahead of budget by \$265,000 through August.

**LUC Meeting:** The proposed 2019 Schedule of Rates, Charges and Fees for W&P were presented to the LUC at the September meeting. The most noteworthy proposals were overall rate increases for the three utilities. A 7.0% average rate increase is proposed for water, and, based on the outcome of this year's cost-of-service rate study, the change for each customer class ranged from a decrease of 0.9% to an increase of 29.3%. A 6.7% average rate increase is proposed for wastewater, and, based on the outcome of this year's cost-of-service rate study, the change for each customer class ranged from a decrease of 7.5% to an increase of 12.4%. A 5.0% across-the-board rate increase is proposed for power. The 5.0% rate increase is due to two factors: 1) a 1.62% pass-through rate increase to cover PRPA's projected 2.0% wholesale power rate increase; and 2) a 3.38% rate increase for in-house needs, including additional rehabilitation capital projects and an increase in costs for services provided by other City departments. The LUC unanimously voted to recommend approval to City Council of all of the proposed rates, charges and fees for 2019.

### **CUSTOMER RELATIONS:**

**Efficiency Works Business**: Energy management program "Efficiency Works" is now offering a new pilot program to a few pre-selected businesses. The program will focus on tailoring our existing energy-efficiency programs to the individual needs of participants by providing an energy manager dedicated to facilitating energy efficiency projects. The energy manager will help offer businesses an easier solution to maximize budgets, timing, energy efficiency savings and rebate opportunities.

**Video Production**: Customer Relations has been working with Shadow Play Films and the Power Division to develop two new videos. One will be a project overview of the Canyon construction and Circuit 911

improvements. The second video will focus on a day-in-the-life of an LWP lineman, highlighting the importance of safety and providing an overview of the benefits of being a public power utility.

**Praxair Annual Meeting**: Staff are preparing for the annual Praxair meeting which will take place on November 7, 2018

**Consumer Products Training**: Staff has been planning and scheduling in-store trainings at Lowes and Home Depot for consumer product offerings from our Raas platform. Currently customers can purchase discounted smart thermostats from participating retailers by obtaining a coupon code at www.efficiencyworksrebates.com

**Slow the Flow:** Slow the Flow, LWP's irrigation inspection program, is complete for the season with the last appointments in September. Appointments are free to residents and HOAs with in-ground sprinkler systems and available on a first come first serve basis. Additional information and appointments can be found by visiting www.cityofloveland.org/departments/water-and-power/residential/conserve/sprinkler-inspections



Broadband Education and Outreach: Both internal and external broadband communications are well underway. Staff has been busy answering questions from the community and identifying and executing opportunities for engagement. Several press releases have been sent, including an announcement of the City's underwriter and upcoming event announcements. Staff continues to present at events/speaking engagements including LCAB Community Meetings, Night on the Town, Loveland Business Appreciation, the Loveland Business Partnership, and more. We continue to add to the community engagement platform where visitors can find information, leave comments, ask questions and participate in speed tests. This month we also hosted a Let's Talk

Tuesday - Facebook Live Q&A focusing on healthcare and technology with panel participants from McKee Medical Center, Banner Health, Kaiser and Columbine. Staff also geared up for the Town Hall meeting on October 4. The Loveland community joined the Town Hall in person, via phone, Facebook or viewed iton the City's cable Channel 16.

**Community Outreach:** Loveland Water and Power will be attending the following upcoming events:

 Community Stewardship Lecture Series: Raptors of Northern Colorado – November 11, 2018 (www.cityofloveland.org/LWPLectures)

Facebook Insights (September 2018):

- Reach (unique users) 4,291 people
- Engagement (unique users) 865 people
- Impressions (total count) 22,190 people

### Media:

- The Reporter Herald September 5<sup>th</sup>, 2018: Loveland water main break leaves 12 homes dry
- BizWest September 7<sup>th</sup>, 2018: <u>Loveland to host broadband meetings</u>
- The Reporter Herald September 14<sup>th</sup>, 2018: <u>RH Line calls printed Sept. 14, 2018</u>

- The Reporter Herald September 17<sup>th</sup>, 2018: <u>RH Line calls printed Sept. 17, 2018</u>
- The Reporter Herald September 18<sup>th</sup>, 2018: <u>Loveland City Council: PRPA's carbon reduction</u> plan raises question about representation on boards
- The Reporter Herald September 18<sup>th</sup>, 2018: <u>Loveland City Council split on 'aggressive' PRPA</u> <u>zero-carbon ambitions</u>
- The Reporter Herald September 21<sup>st</sup>, 2018: <u>Hot weather to blame for Loveland water's</u> <u>'earthy'-smelling algae</u>
- The Reporter Herald September 23<sup>rd</sup>, 2018: <u>Bruce Croissant: Loveland lags in its support of resident solar energy generation</u>
- The Reporter Herald September 27<sup>th</sup>, 2018: <u>Guest Opinion: Loveland provides reliable power</u>, equitable cost sharing for customers
- The Reporter Herald September 28<sup>th</sup>, 2018: <u>New downtown Loveland electrical structure will</u> <u>include public art piece</u>