

LARIMER COUNTY CO 09/22/2004 14:38:00 00 #384708

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500 E 3RD ST

LOVELAND, CO 80537

SCOTT DOYLE, CLERK

REIMBURSEMENT AGREEMENT

PAGES

THIS AGREEMENT, made and entered into this ______ day of _______, 2004, by and between the CITY OF LOVELAND, COLORADO, a municipal corporation, hereinafter called the "City" and the City of Loveland Water Department hereinafter called the "Developer",

WITNESETH

WHEREAS, the Developer finds it necessary and desirable to provide for the installation of certain water improvements ("Improvements") which are the subjects of this Agreement and are known as the East Side Interceptor and Boyd Lake Ave. 24" Waterline; and

WHEREAS, the City has adopted the Water and Sewer Line Extension Policy ("Policy"), attached hereto as Exhibit A, which sets forth the City's policy concerning the extension of water and sewer facilities to the Developer's property;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. <u>REFUNDING</u>

It is agreed that the Developer shall have an opportunity to recoup from subsequent future development along the line of the Improvements a portion of the actual costs of the Improvements. The Improvements are shown on attached Exhibit B and described as:

- a) 4,109 L.F. of twenty-four-inch (24") water line and appurtenances.
- b) 7,462 L.F. of thirty-inch (30") sewer line and man holes.
- c) 2 6" fire hydrant assemblies.
- d) Engineering and design costs.
- e) Construction management.
- f) Easements
- g) Traffic control.
- h) Street repairs.
- i) Permits

For the purpose of providing an opportunity for reimbursement to the Developer, the City agrees, subject to the provisions contained in this Agreement, to collect certain sums of money as set forth herein, in addition to all other fees and sums collected by the City, from those persons who commence subsequent future development along the line of the Improvements as set forth in section 1.3.3.1 of the Policy.

The properties along the line of the Improvements which are subject to this Agreement are located in the SE quarter of Section 17, Township 5 North and Range 68 West, NW quarter of Section 16, Township 5 North and Range 68 West and NE quarter of Section 17, Township 5 North and Range 68 West of the 6th P.M., City of Loveland, County of Larimer and State of Colorado and can be seen in Exhibit B.

Any portions, lots, or pieces of property that result from the splitting, subdividing or replatting of any of the above described properties are subject to this Agreement.

Each property shall also pay a proportionate cost for intersections, open space, street rights of way and other areas that would normally be a development cost.

At the time that a water or sewer service line or extension, which serves all or any of the above described properties, is installed, regardless of whether or not the service or line extension is connected to the Improvements, the City shall collect from the person(s) installing said water or sewer service line or extension, the following described fee(s):

- Reimbursement for the cost of the 8" portion of the 24" water line and the 8" portion of the 30" sewer line. These costs are determined by subtracting the eligible oversize cost from the actual cost of the 24" water line and 30" sewer line. The actual cost, the eligible oversize cost and the cost of the 8" portion are shown in Exhibit D. During the development of this project, the City identified 3 properties that could ultimately benefit from the construction of the sewer interceptor. These properties are shown in Exhibit B. The determination of eligible reimbursement costs are shown in Exhibit D. Exhibit E describes the obligated properties, lists the current owners and shows the current estimated reimbursement due from each property.
- b) The sum of money, as calculated above, shall be increased or decreased to reflect fluctuations in the construction cost index (20 city average) as published in the most recent issue of the <u>Engineering News Record (ENR)</u>. The base cost index shall be the index in effect at the time the construction quote or bid is obtained: the April 2004, ENR Index.
- c) The fee shall be collected by the City, and shall be payable to the Developer as reimbursement for the costs of installing the Improvements.

Summary of Exhibits:

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- Exhibit A City of Loveland Water and Sewer Line Extension Policy
- Exhibit B Construction Plan Extract and Conceptual Site Plan
- Exhibit C Construction Bid (Low Bidder) and Other Associated Costs
- Exhibit D Cost Analysis
- Exhibit E Cost Allocation, Obligated Properties and List of Current Property Owners

2. <u>TERM, EFFECT AND INTEGRATION</u>

It is expressly understood and agreed that the terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, and assigns of the parties hereto; and that the reimbursement provisions of this Agreement shall be in force and effect only for a period of twenty (20) years from the date first above written or until maximum reimbursement is made.

This Agreement constitutes the entire Agreement of the parties, and may be altered, amended or revised only by written agreement of the parties hereto.

APPROVED AS TO FORM:

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City Attorney

OF LOVE ATTEST: ANIMAN AND COLORED ST

formate City Clerk

THE CITY OF LOVELAND A Municipal Corporation

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City Manager

DEVELOPER:

City of Loveland Water Utility 200 North Wilson Avenue Loveland, Colorado 80537

Water and Power Director

ATTEST (if a corporation)

[SEAL]

Corporate Secretary

EXHIBIT A

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EXHIBIT "A"

1.3 WATER AND SEWER LINE EXTENSION POLICY

1.3.1 Introduction

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1.3.1.1 Statement of Purpose -- It is the purpose of this policy to provide a fair and equitable distribution of the costs of installing water and sewer lines to all the parties benefiting from their installation. This policy covers most cases, but a recognition is made that special cases may occur. When special cases do occur, deviations may be made from the specifics of the policy, provided the final arrangements maintain the fair and equitable intent. Such arrangements can be made through the mutual consent of the Director of the Water/Wastewater Department and the owner or developer of the property. Such arrangements shall be contained in a development agreement executed by the developer and the City.

1.3.1.2 Definitions

- A. "City" means the City of Loveland, Colorado.
- B. "Developer" means the subdivision developer, parcel owner or any other party or parties who are having a water or sewer line installed within the City's service area.
- C. "Property" means the subdivision, parcel, lot, tract or any other described piece of land for which the water or sewer line is being installed.
- D. "Utility Director" means the Director of the City of Loveland Water/Wastewater Department.

1.3.2 Line Installation Policy

- 1.3.2.1 In order to facilitate the orderly continuation of the City water distribution and sewage collection systems, water and sewer mains shall be installed to the furthest point or points of a property and within all rights-of-way if it is determined by the Water/Wastewater Department that those lines are needed to provide service to other properties beyond the subject property.
- 1.3.2.2 All mains which are necessary for the service to or within a property or as required in Section 1.3.2.1 shall be installed at the cost of the developer, except for the following conditions:
 - A. If the line is installed along the side of the property the developer may be eligible for reimbursement of half of the cost of that line as provided in Section 1.3.3.
 - B. Mains larger than those required to serve the property but required by the City shall be subject to the provisions of Section 1.3.4.
- 1.3.2.3 Prior to construction, plans and specifications for the water and sewer systems to be installed shall be reviewed and approved by the Water/Wastewater Department.
- 1.3.2.4 The developer shall be responsible for payment of the City's inspection costs. Such costs shall be in accordance with the schedule adopted by the Utility Director showing the cost for inspection by lineal footage of the water or sewer main to be inspected. Payment of such costs shall be made prior to issuance of any building permits.
- 1.3.2.5 Upon completion of the work and acceptance by the City the water distribution and sewage collection systems shall become the property of the City.
 - A. The City shall own and maintain the water mains, water main appurtenances, fire hydrants, service lines to the meter pit or curb stop, the meter pit or vault and the meter and other appurtenances in the pit or vault. For fire service lines the City ownership ends at the valve on the main or the point of connection to the last domestic service off the line.

- B. The City shall own and maintain the sewer mains, manholes and regional sewage lift stations. The sewer services are owned and maintained to the sewer main by the property owners.
- 1.3.2.6. All workmanship and materials shall be warranted by the developer against any defects for a period of one year from the date of acceptance by the City. Any repair or reconstruction performed during such warranty period as a result of defects in material and/or workmanship shall be warranted for a period of one year from the acceptance of such repair or reconstruction by the City.
- 1.3.2.7 Areas which are served by private lines that were not constructed according to City approved plans and specifications shall have mains complying to the City standards installed and extended to serve the areas and the cost thereof shall be paid by the owners served, or assessed against the owners in accordance with applicable laws.
- 1.3.2.8 No mains shall be extended outside the Urban Growth Boundary, except as may be necessary to serve the property within the City or upgrade service to existing customers, without the express consent and approval of the City Council.

1.3.3 **Reimbursement Policy and Procedure**

- 1.3.3.1 Reimbursement for Line Extensions Through Undeveloped Property -- A developer may find it necessary to install a water or sewer line through undeveloped property to obtain service. Such person may request the establishment of a reimbursement agreement to recover a portion of the line installation costs from subsequent future development along the line.
 - A. The establishment of a reimbursement agreement is optional and must be requested by the developer prior to construction of the line.
 - B. The developer shall obtain three independent written quotes or bids for the line. The lowest bid shall be the reimbursable amount, regardless of whether the low bidder performs the work or not. The quotes or bids shall be obtained for doing the work in a reasonable but not an accelerated time period.
 - C. The reimbursable amount shall be increased or decreased to reflect fluctuations in the "Engineering News Record" construction cost index (20 city average). The date of the construction quote or bid shall establish the initial index value.
 - D. The reimbursement agreement shall expire after a period of twenty (20) years from the acceptance of the line.
 - E. Reimbursement payments shall be due and payable prior to the installation of any service or line extension to the undeveloped parcel, regardless of whether or not the service or line extension is connected to the line eligible for reimbursement.
 - F. If the line is installed through or adjacent to more than one property, the future developers shall pay for their proportional share based on the footage of line through or adjacent to their property.
 - G. If the line is installed in a right-of-way or in an easement along a property line between two parcels, the developer on each side shall pay fifty percent of the reimbursement amount.
- 1.3.3.2 Reimbursement for Installation of Lines in Adjacent Right-of-Way -- A developer may be required under Section 1.3.2.1 to install a water or sewer main in a right-of-way adjacent to the property being developed. Such person may request the establishment of a reimbursement agreement to recover fifty percent of the line installation costs from the future developer of the adjacent property. The provisions of Section 1.3.3.1.A through 1.2.2.1.F shall apply.
- 1.3.3.3 Reimbursement for Line Extensions Through Undevelopable Property -- A developer may find it necessary to install a line through an area that cannot be developed to obtain service. The developer

may be eligible to establish a reimbursement agreement in the following cases:

- A. If the line is a sewer main that will provide service to other properties adjacent to or upstream of the existing development, the developer may recover a portion of the construction costs from the other property owner. The cost distribution shall be in proportion to the gross developable acreage of all tributary properties, as determined by the developer's engineer and approved by the City.
- B. If the line is a water main, the developer may recover a portion of the construction costs through one of the two following methods.
 - 1. If the water line will serve an identifiable service area, the developer may recover a portion of the construction costs from the developers of the other properties in the service area. The cost distribution will be in proportion to the gross developable acreage of all the properties in the service area, as determined by the developer's engineer and approved by the City.
 - 2. If the water line will be required as part of the grid of the City's water distribution system, the cost of the line may be paid for by the City, contingent on fund availability. The City's participation will be administered under the procedures of Section 1.3.4.
- C. The provisions of this section shall be applicable in cases where the line will be installed through or adjacent to properties that are served or committed to be served by other water or sewer districts.
- 1.3.3.4 Reimbursement for Line Extension Through Previously Developed Areas -- A developer may find it necessary to replace an existing undersized or otherwise inadequate line to obtain service. The developer may be eligible to establish a reimbursement agreement in the following cases:
 - A. If a property adjacent to the replacement line had a tap on the original undersized line and is later subdivided the developer of this second property shall reimburse the original developer an amount determined as follows:
 - L x C x (N-T) x 50%

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- where: L = Length of frontage
- C = Cost per foot of the line
- N = Number of lots in the new development
- T = Number of taps on the original line

To be eligible for such reimbursement the developer must establish a reimbursement agreement as provided in Section 1.3.3.1.A through 1.3.3.1.F.

- B. If the line to be replaced is in such a condition or configuration that it would in the opinion of the Water/Wastewater Department be eligible for replacement, the City may pay the portion of the cost that it would incur to replace or upgrade the line, subject to fund availability. Such City participation shall be administered in accordance with Section 1.3.4.
- 1.3.3.5 Reimbursement for Major Structures -- A developer may find it necessary to install a major structure to obtain water or sewer service. The developer may be eligible to establish a reimbursement agreement.
 - A. A reimbursement agreement may be established if the major structure is a component of the water distribution or sewage collection system that will bring direct benefits to an identifiable area. Examples are:
 - 1. Sewage lift stations
 - 2. Water booster pump stations
 - 3. River or highway crossings

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- B. Costs shall be distributed in proportion to the developable area being served, as determined by the developer's engineer and approved by the City.
- C. To be eligible for reimbursement, the developer shall establish a reimbursement agreement as provided in Section 1.3.3.1.A through 1.3.3.1.E.

1.3.4 Line Oversizing Policy

- 1.3.4.1 General -- The purpose of the line oversizing policy is to enable a developer to install an oversized water or sewer line with no expense to that developer beyond what is required for their development or to receive repayment for those extra expenses. The "oversized" portion is the difference between the line size required by the property and the line size required by the City to meet future growth demands. The developer is required to bear the full costs for installing all water and sewer lines up to 8" in diameter, or larger if required to serve the development.
- 1.3.4.2 Line Sizing -- The actual size of water or sewer line required shall be determined by the City. Criteria to be used for this determination shall include, but shall not be limited to the following:
 - A. Utility Master Plan requirements.
 - B. Potential future demand on the water or sewer system as related to the proposed development.
 - C. Hydraulic design criteria of the water or sewer system.
- 1.3.4.3 City Participation in Oversizing Project -- The City may require a developer to install an oversized water or sewer line. If an oversized line is required, the City will participate in the project cost.
 - A. If the City has funds available in its oversizing budget and the City's participation is less than \$5000.00, the City will pay its portion to the developer on completion of the project and receipt of the final cost summary.
 - B. If the City has funds available in its oversizing budget and the City's participation is greater than \$5000.00, the City will make interim payments based on partial pay estimates for work completed and cost summaries from the developer's project manager or engineer.
 - C. If the City does not have funds available in its oversizing budget to participate in the project at the time of construction, the City will reimburse the developer for the cost of the line over a period not to exceed ten years at a rate of eight percent (8%) per annum. An agreement shall be executed by the City and the developer detailing the terms of the reimbursement, to be established at that time.
- 1.3.4.4 Initial Oversizing Not Required -- If the City determines that a line in a certain location will need to be oversized at some point in the future but elects not to require oversizing of the line at the time of initial construction, the developer may elect to either install the size of line needed for the development or install the oversized line.
 - A. If the oversized line is not installed the developer will not be eligible for any reimbursements for that line. Any reimbursements that would normally be eligible under the provisions of Section 1.3.3 shall accrue to the City for construction of the oversized line.
 - B. If the oversized line is installed the developer will be eligible for certain construction cost reimbursements and for future oversizing participation by the City.
 - 1. The developer will be eligible for reimbursements as provided in Section 1.3.3 for the 8" portion of the oversized line.

2. The City will pay for the oversized portion of the line when it is determined by the City that the line, or a portion thereof, is needed for the service area. A construction cost estimate will be made at that time to determine the amount to be paid by the City.

1.3.4.5 Determination of Eligible Project Costs

A. The costs of the materials and installation of an oversized line shall be shared between the City and the developer in accordance with the following tables.

PERCENTACE PAID B	Y THE CI		ROVER				S. (1999)			
:		Size	of Water	Line Ins	stalled				1	
	·	8"	10"	12"	14"	16"	18"	20"	24"	- 30"
Size of Water Line	8"	0	30	48	62	70	76	80	84	88
Needed	10"		0	27	46	59	66	71	77	82
	12"			0	25	44	54	61	69	76

PERCENTAGE PAID BY THE CITY FOR OVERSIZED SEWER LINES

		Size	of Sewer	Line Ins	stalled	,	.						
	• •	8"	10"	12"	15"	18"	21"	24"	27"	30"			
Size of Sewer Line	8"	0	16	30	49	63	71	78	81	83			
Needed	10"		0	18	37	54	66	72	77	79			
	12"			0	24	45	59	68	73	76			

- B. Only those components of the water or sewer line project that are oversized shall be included for oversizing participation. Eligible costs include those costs to furnish and install the oversized pipe, fittings, valves and service saddles. The costs for design, service lines, manholes, surface repairs and connected lines and appurtenances are not eligible. Sewer manholes will be included if larger than a 4-foot diameter manhole is needed because of the sewer line size.
- C. <u>Construction Quotes</u> -- If the City participation is estimated to be \$5000.00 or less, the developer shall obtain a minimum of three written quotes from qualified contractors for construction of the oversized line. The quotations shall be based on construction of the line in a reasonable but not an accelerated time period. The City and the developer shall agree on a reasonable time frame to be included in the request for quotations. The lowest quote shall be the basis for determining eligible costs. If the City's portion is greater than \$5000.00, the developer may either accept \$5000.00 as the maximum compensation or have a public, competitive bid.
- C. <u>Competitive Bids</u> -- If the City's participation is estimated to be greater than \$5000.00, the developer shall obtain competitive bids for the construction of the oversized line, in accordance with the State laws and City procedures for capital projects. The bids shall be based on construction of the line in a reasonable but not an accelerated time period. The City and the developer shall agree on a reasonable time frame to be included in the request for quotations. The City and the developer have the right to reject any and all bids, for cause.
- E. <u>Determination of Final Cost</u> -- The developer's engineer shall submit to the City a summary of the final eligible project costs. The final costs shall be based on the actual quantities installed and the prices from the lowest quote or bid received for the project.

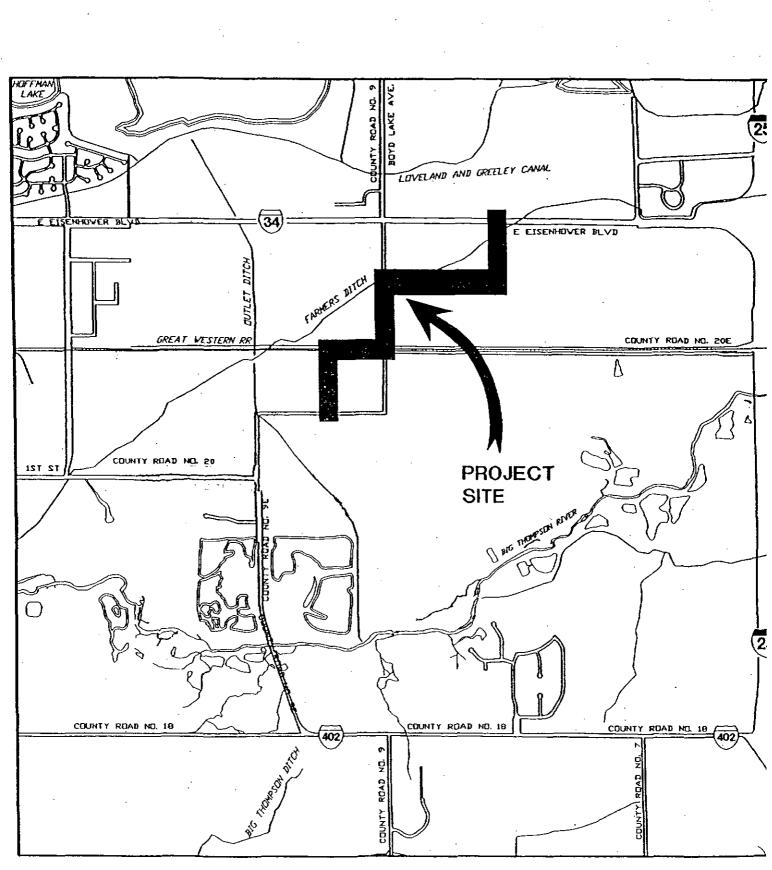
- 1.3.4.6 Water and Sewer Development Agreement -- If the City agrees to participate in an oversizing project with the developer and shall prepare a Water and Sewer Development Agreement which will include:
 - A. An estimate of the oversized line project costs, prepared by a Professional Engineer. Itemization of the cost estimate shall be attached to the agreement.
 - B. Distribution of project costs between the City and the developer.
 - C. Time schedule or phasing plan(s) which the developer agrees to comply with.
 - D. Any reimbursement agreements between the developer and future developers along the oversized line.
 - E. The Water and Sewer Development Agreement shall be reviewed and signed by the Utility Director, the City Attorney, and the land owner(s).

EXHIBIT B

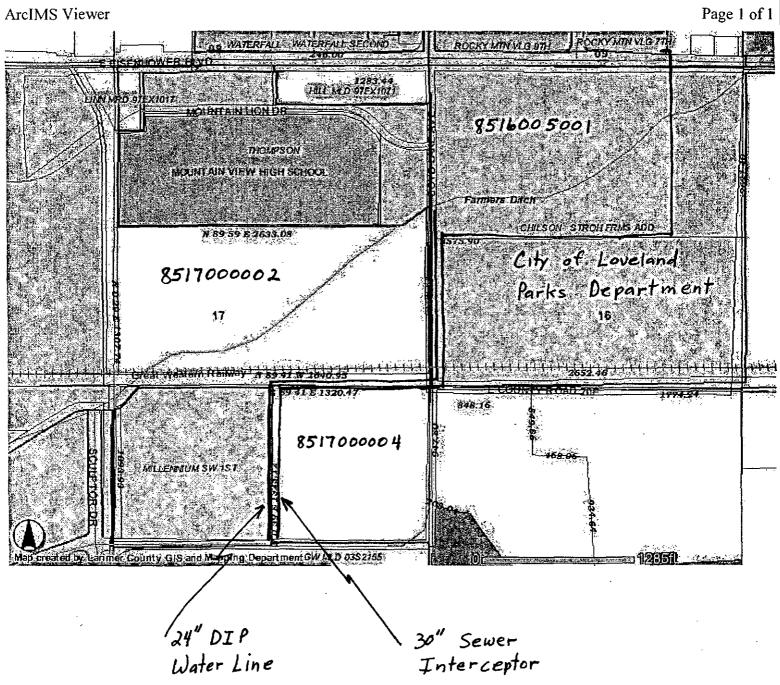
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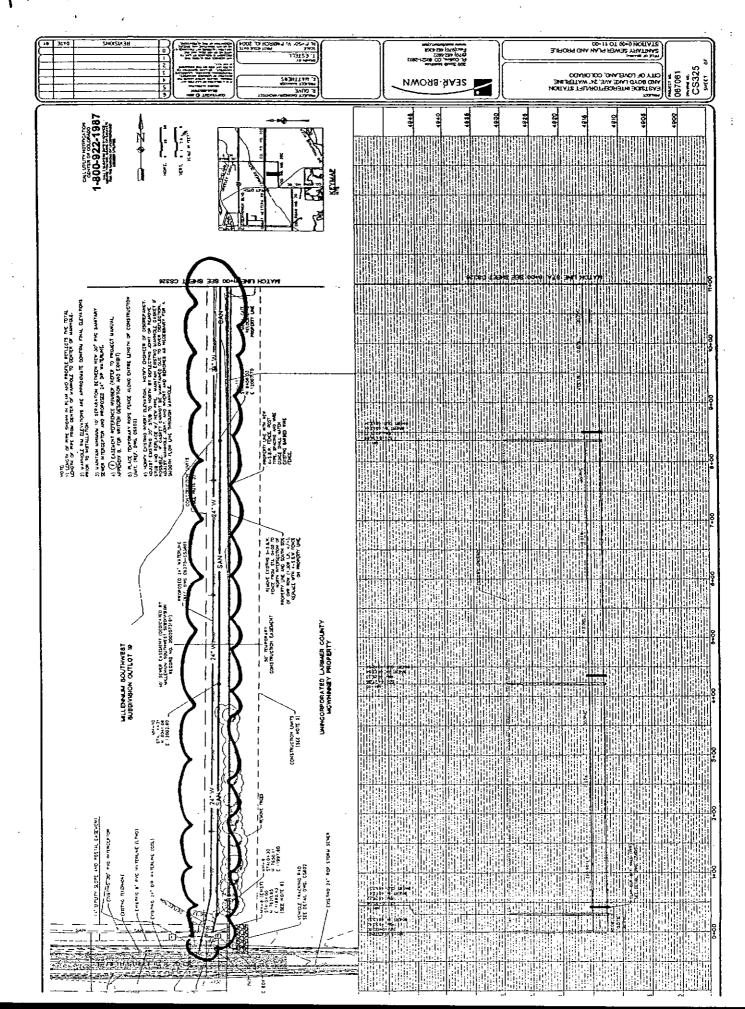
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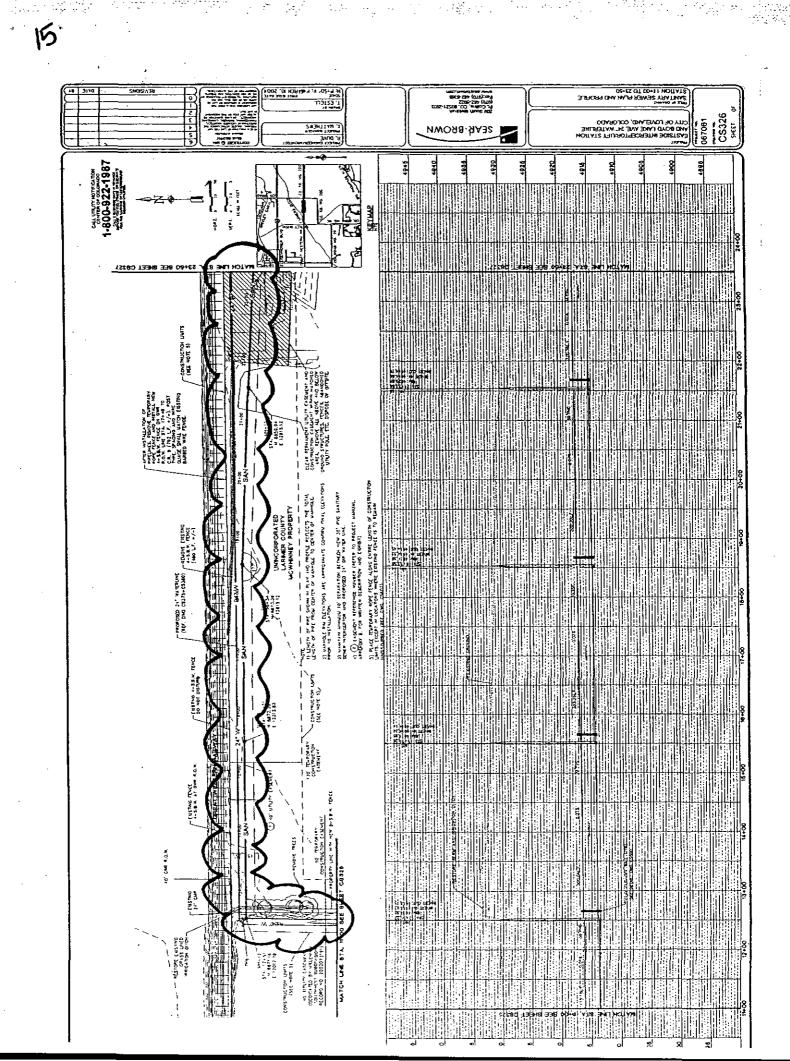


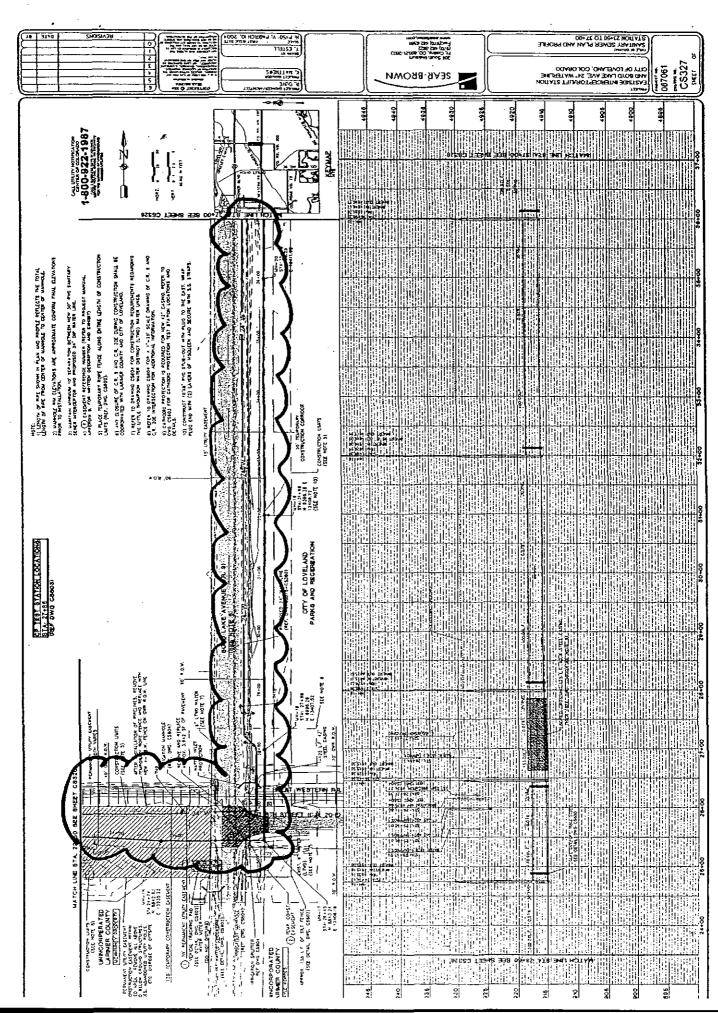
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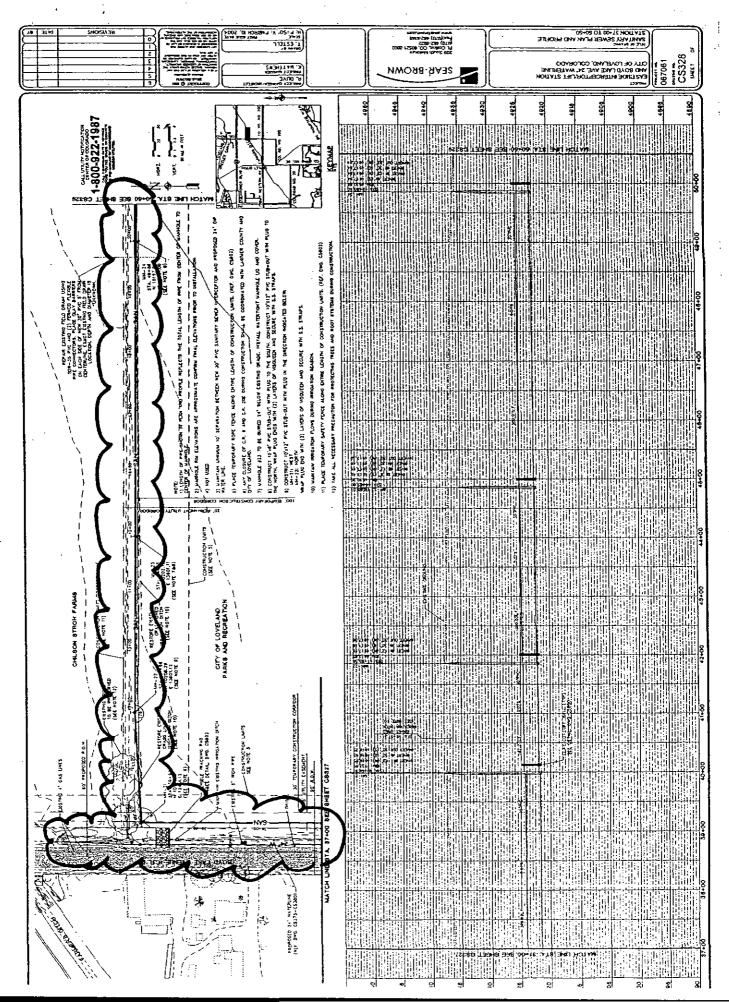


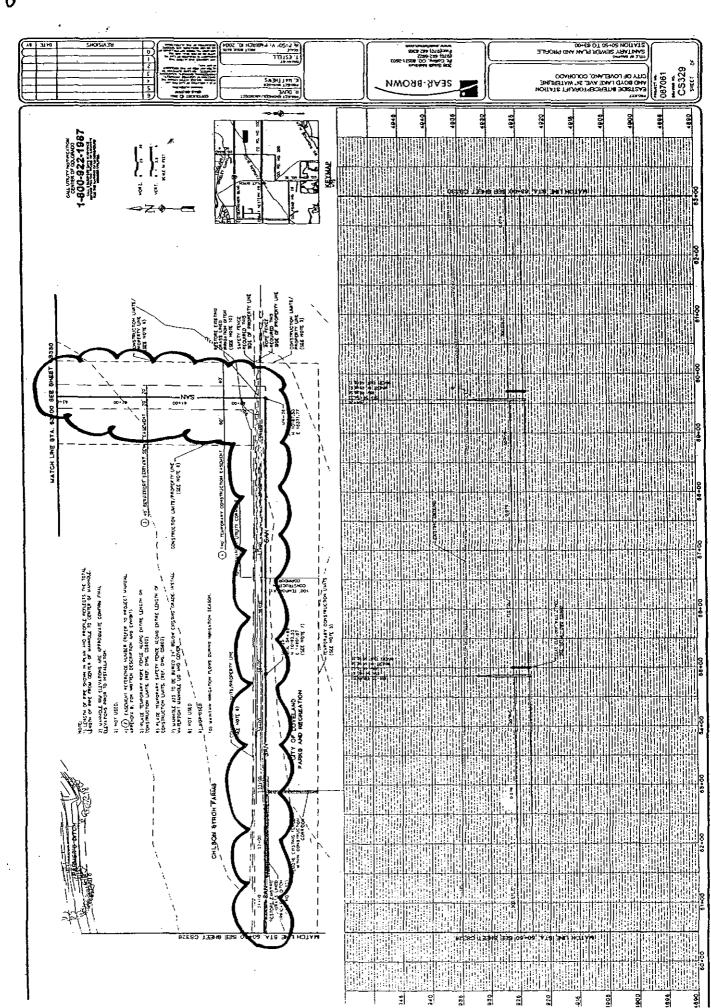


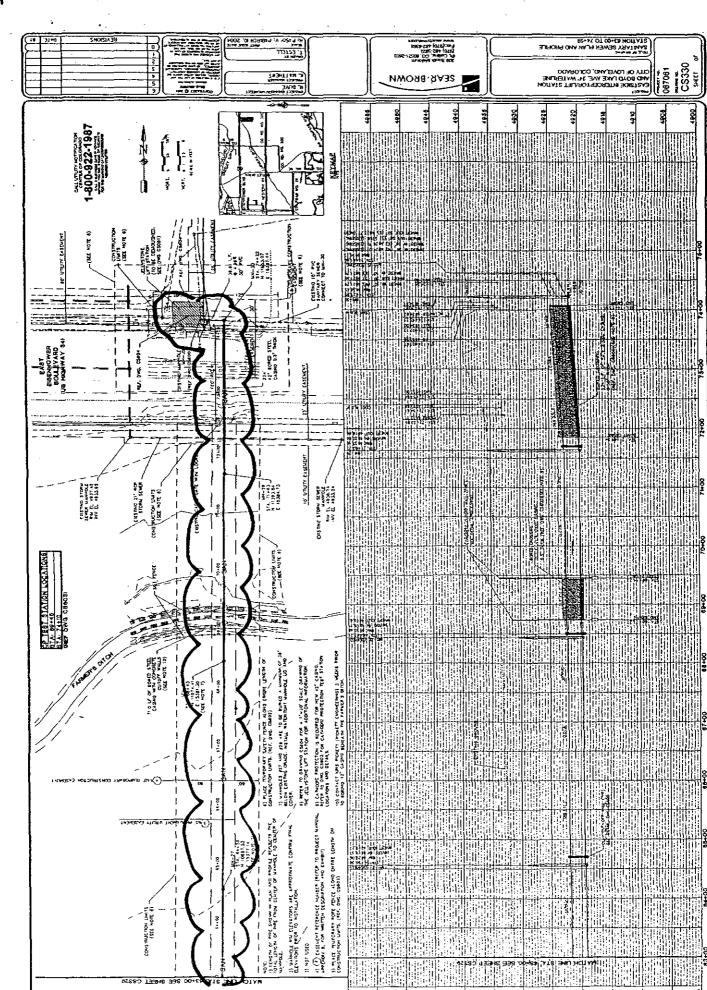
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EXHIBIT C

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NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Bid Form.

BID FORM

Го:	The City of Loveland, Colorado
Address:	City Clerk's Office: 500 East Third St.
	Loveland, CO 80537
Project Identification:	Eastside Interceptor/Lift Station and Boyd Lake Ave. 24"
	Waterline
Contract No.:	

.1. BIDDER'S DECLARATION AND UNDERSTANDING.

1.1. This Bid is genuine and not made in the interest of or on 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

1.2. In submitting this Bid, Bidder acknowledges and accepts CONTRACTOR's representations as more fully set forth in the Agreement Form.

1.3. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Colorado as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to Contract award.

2. CONTRACT EXECUTION AND BONDS.

2.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

2.2. Bidder accepts the terms and conditions of the Bidding Documents.

BASE BID

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BID SCHEDULE

Eastside Interceptor/Lift Station & Boyd Lake Ave. 24" Waterline

SCHEDU	JLE A (LIFT STATION)	· · · · · · · · · · · · · · · · · · ·	-	· · · · · · · · · · · · · · · · · · ·	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	LIFT STATION SITE WORK	1	LS	219 532 00	29 532 W
2	LIFT STATION	1	LS	415 940 00	415 940 00
3	LIFT STATION LANDSCAPE AND IRRIGATION SYSTEM	1	LS	<u></u>	29,100,00
4	PVC FORCE MAINS	1	LS	52 920 00	52,920. 20
5	BOLLARDS	18	EA	2125 CL	5,800 ^m
6	6" CDOT CLASS 6 ROAD BASE 6" THICK	900	SY	3.00	2,700
7	PARKSIDE LIFT STATION DEMOLITION	1	LS	13 400.	13.400
8	JELLYSTONE LIFT STATION DEMOLITION	. 1	LS	19.250	19,050
8A	ALLOWANCE FOR XCEL UTILITY RELOCATIONS OR ABANDONMENTS	1	LS	\$5,000	\$5,000

SCHEDULE A TOTAL \$ 763.1097 COV

	SCHEDI	L'LE B 30" PVC SANITARY SEWER I	INTERCEPTOR)			
	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITENI TOTAL
\rightarrow	9	30" SDR-35 SEWER PIPE	7,042	LF	96.00	676,032,4 605/12/11
->	10	42" STEEL CASING (GWR CROSSING)	125	LF	520-00	65,100,000
\rightarrow	11	42" STEEL CASING (FARMER'S DITCH)	71	LF	710-00	1 49,700 .00

Easistae Interceptor Litt Station & 24" Boyd Lake Ave. Witterfine

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(Addenčem No. F)

Brd Form

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->	12	42" STEEL CASING (HWY 34 CROSSING)	224	LF	510.00	114,240.00
->	13	6' DIAMETER MANHOLE (0' - 8' DEPTH)	22	EA	2,550:00	56,700:00
\rightarrow	14	6' DIAMETER MANHOLE (PER VERTICAL FOOT OVER 8' DEPTH)	142	VF	110.00	15,620.00
	15	MANHOLE VACUUM TEST	22	EA	190.00	4,180.00
	16	SANITARY SEWER STUB-OUT	7	EA	. 850.00	5,950.00
>	17	CLAY CUTOFF WALL	23	EA	125.00	2,8750.00 2875.00
\rightarrow	18	MH-JS TIE-IN	1	LS	3,600.00	3,600.00
\rightarrow	19	MH-8 TIE-IN	1	LS	1,460.00	1,460.00
	20	REMOVE AND REPLACE IRRIGATION MANHOLE	1	LS	1,750.00	1,750.00
	21	CONCRETE IRRIGATION SPLITTER BOX	1	LS	2,400.00	2,460.00
	22	LTWD 6" AC WATERLINE REPAIR AT COUNTY ROAD 9	1	LS	4,900.00	4,900.00
	23	LTWD 4" AC WATERLINE REPAIR AT US HIGHWAY 34	1	LS	4,420,00	4,400,00
	24	FIELD DRAIN REPAIR	1	EA	250.00	2.52.00
	25	4' DIAMETER MANHOLE (0' -8' DEPTH)	2	EA	3,100.00	3,100.00
	26	REMOVAL OF AIR RELEASE MANHOLE	1	LS	650.00	6.50.00 .
	27	8" SEWER PIPE TIE-IN	1	LS	2,170.00	2,170.00
	27A	30" PVC INTERCEPTOR CATHODIC PROTECTION TEST STATIONS	6	EA	1,015:00	6,690.00

SCHEDULE B TOTAL \$ 953 1,023,567.00

	SCHEDI	ILE C 24" DIP WATERLINE)	• •			
•	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOT 235,35
>	28	24" DIP CLASS 250 (UNRESTRAINED)	.3,739	LF	63.00	238,077
\rightarrow	29	24" DIP CLASS 250 (RESTRAINED)	318	LF	90.00	28,620
\rightarrow		36" STEEL CASING (GWR CROSSING)	52	_LF	500.00	26,000,
\rightarrow	31	AIR RELEASE VALVE	2	EA	3,800.00	7,600.0
	. 32	BLOWOFF	2	EA	.6,000.00	12,000.0
	33	FIRE HYDRANT	2	EA	5,900.00	11,800.0
->	34	24" X 8" LATERAL	3	EA	3,700.00	11,100:00
\rightarrow	35	24" X 12" LATERAL	2	EA	5,000,00	10,000.0
\rightarrow	35A	24" X 8" CROSS	1	EA	4,800.00	4,800.0
\rightarrow	36	24" BUTTERFLY VALVE	6	EA	4,100.00	27,600.
\rightarrow	37	24" DIP 90 DEGREE BEND WITH RESTRAINED JOINTS	1	EA	2,100.00	2,100.00
\rightarrow	38	24" DIP 45 DEGREE BEND WITH CONCRETE THRUST BLOCK	2	EA	2,500.00	5,000.br
\rightarrow	39	24" DIP 45 DEGREE BEND RESTRAINED JOINTS	. 2	EA	1.800.00	3,60000
\rightarrow	40	24" DIP 22.5 DEGREE BEND WITH RESTRAINED JOINTS	2	EA	1,840:00	3,680.00
	41	, REVERSE CONCRETE ANCHOR	. 10	EA	2,200.00	22,000.
>	42	24" DIP LATERAL TIE-IN (C.R. 20-C)	1	LS	9,500.00	9,52010
·>	43	24" DIP TIE-IN (C.R. 9)	1	LS	3,300 00	3,300.0
\rightarrow	44	24" DIP CATHODIC PROTECTION TEST STATIONS	12	EA	1,00000	12,000.0
	45	HYDROSTATIC TESTING AND DISINFECTION	, <u> </u>	LS	: 2,200.00	2,200-0
	·		SCHEDULE	·	s 4-16,97 # 438,4	7 60 -

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	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
70 L	46	STABILIZATION MATERIAL	2,000	СҮ	,01	20,00
, WL , S L		TREE REMOVAL (6" AND GREATER DIAMETERS)	15	EA	300,60	4,520,00
	48	CLEARING AND GRUBBING	1	LS	11,660.00	11,600.00
	49	TOPSOIL REMOVAL AND REPLACEMENT	80,646	SY	,20	16,129.20
	50	UPLAND SEEDING (Non-Irrigated)	17	AC	695.00	11,815,00
	51	RICE STRAW WATTLE	12	EA	50.00	600.00
	52	VEHICLE TRACKING PAD	5	EA	400.00	2,000,00
	53	SILT FENCE	1,096	LF .	1.25	1,370.00
	54	TEMPORARY ROPE FENCE	8,278	LF	,50	4,139,00
- :	55	TEMPORARY SAFETY FENCING	2,541	LF	,50	1,270.50
	56	4-STRANDED BARBED WIRE FENCE	2,102	LF	2.00	4,204-00
	57	HOT-MIX ASPHALT PAVEMENT 6" THICK	438	SY	28.00	12,264.00
	58	CONSTRUCTION SURVEY AND STAKING	1	LS	7,300.00	7,300,00
•	59	TRAFFIC CONTROL	1	LS	4,200,00	4,200,00
/	60	MOBILIZATION/DEMOBILIZATION	1	LS	38 450 00	35,451.
			SCHEDULE	D TOTAL	,	701
					2,345,5	577.70
	Total fc	BID TOTAL (SCH or Bid Schedules A. B. C. and D	EDULES A + E	3 + C + D) <u>s 2, 348, C</u>	
-		Problem These Munded	<u> Sich, Aq</u>	e ac ilo	JEV IS FULLET DOIL	010 ars. And
	<u></u>	Cents.				

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24" Blood Fake Ave. Waterline

A Partnership

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Partnership Name:		(SEAL)
By:		· · · · · · · · · · · · · · · · · · ·
(Signature of genera	al partner – attach evidence of	authority to sign)
Name (typed or printed): _	·	
Business address:		
Phone No.:	FAX No.:	
rporation		•
Corporation Name:	T CONSTRUCTION, W	√ <u>/ (</u> SEAL)
State of Incorporation: <u>C</u>	QUUNADO	
By: St. All	Vofessional, Service, Limited I	<u></u>
<u> </u>	STEVE TUCKER	- · ·
Title: <u>VICE DIESIA</u> Attest: <u>J. Marila F</u> (Sig	DENT DENCE Thom gnature of Corporate Secretary	(CORPORATE S
Business address:8	5. EMPERIA ST.	<u> </u>
HENDERSON, C	0 80046	
Phone No. 23 469-0	0199 FAX No.: 30	3-466-8309
-	o business is: <u>047: 198</u>	

East Side Interceptor/ Lift Station and Boyd * Lake Ave 24" Waterline

Itemization of Costs for Reimbursement Agreement

Item Description 30" Interceptor East Side Lift Station Boyd Lake 24" W'line Engineering Design (\$205,630) \$88,588 \$59,058 \$57,984 Easement Costs Chilson \$79,183 \$1,000 Koppes Grommon \$1,000 Permit Costs **GWRR** Application Fee \$500 \$500 GWRR Permit Fee \$20,000 Farmer's Ditch Permit \$2,500 Printing Plans \$2,661.84) \$1,239.85 \$788 \$633.99 Const. Management (\$180,884) \$83,207 \$61,500 \$36,177 \$277,217.85 Totals (\$493,858.84) \$121,346.00 \$95,294.99

5/11/2004

EXHIBIT D

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ltem	Description	Estimated Quantity	Unit	Unit Price	Item Total
1	30" SDR-35 Sewer Pipe	7,462	LF	96.00	716,352.00
2	42" Stell Casing (GWR Crossing)	125	LF	520.00	65,000.00
3	42" Steel Casing (Farmer's Ditch)	71	LF	700.00	49,700.00
4	42" Steel Casing (Hwy 34 Crossing)	224	LF	510.00	114,240.00
5	6' Diameter MH (0' - 8' Depth)	22	EA	2,550.00	56,100.00
6	6' Diameter MH (Per Vertical Foot over 8')	142	VF	110.00	15,620.00
7	Clay Cutoff Walls	23	ĒA	125.00	2,875.00
8	MH-JS Tie-in	1	LS	3,600.00	3,600.00
9	MH-8 Tie-in	1	LS	1,400.00	1,400.00
<u> </u>	Total				1,024,887.00

Eligible Items and Cost for Oversizing to 30" PVC Sewer Interceptor from Low Bid (BT Construction)

The City pays 83% of the eligible costs for oversizing to a 30" sewer main. \$1,024,887.00 x .83 = \$850,656.21. \$1,024,887.00 - \$850,656.21 = \$174,230.79 (Cost of 8" Portion of Sewer Main)

Eligible Items for Reimbursement for the 30" Sewer Interceptor

Item	Description	Estimated Quantity	Unit	Unit Price	Unit Total
· 1	8" Portion of 30" Sewer Interceptor	1	LS	174,230.79	174,230.79
2	MH Vacuum Test	22	EA	190.00	4,180.00
3	Sanitary Sewer Stub-out	7	EA	850.00	5,950.00
4	Remove/Replace Irrigation MH	1	LS	1,750.00	1,750.00
5	Concrete Irrigation Splitter Box	1	LS	2,400.00	2,400.00
6	LTWD 6" AC WL Repair Cty Rd 9	1	LS	4,900.00	4,900.00
7	LTWD 4" AC WL Repair US Hwy 34	1	LS	4,400.00	4,400.00
8	Field Drain Repair	1	LS	250.00	250.00
9	4' Diameter MH (0' - 8')	2	EA	3,100.00	6,200.00
10	Removal of Air Release MH	1	LS	650.00	650.00
11	8" Sewer Pipe Tie-in	1	LS	2,170.00	2,170.00
12	Cathodic Protection at Steel Casings	6	EA	1,015.00	6,090.00
13	Satabilization Material	2,000	CY	0.01	20.00
14	Tree Removal (6" and Greater)	10.5	EA	300.00	3,150.00
15	Clearing and Grubbing	0.7	LS	11,600.00	8,120.00
16	Topsoil Removal/Replacement	56,452.20	SY	0.20	11,290.44
17	Upland Seeding	11.9	AC	695.00	8,270.50
18	Rice Straw Wattle	8.4	EA	50.00	420.00
19	Vehicle Tracking Pad	3.5	EA	400.00	1,400.00
20	Silt Fence	767.2	LF	1.25	. 959.00
21	Temporary Rope Fence	5794.6	LF	0.50	2,897.30
22	Temporary Safety Fence	1778.7	LF	0.50	889.35
23	4-Strand Barbed Wire Fence	1471.4	LF	2.00	2,942.80
24	Hot-mix Asphalt	306.6	SY	28.00	8,584.80
25	Constructin Survey and Staking	0.7	LS	7,300.00	5,110.00
26	Traffic Control	0.7	LS	4,200.00	2,940.00
27	Mobilizatin/Demobilization	0.7	LS	38,450.00	26,915.00
28	Engineering/Design	1	LS	88,588.00	88,588.00
29	Construction Management	1	LS	83,207.00	83,207.00
30	Easements	1	LS	81,183.00	81,183.00
31	Permits	1	LS	23,000.00	23,000.00
32	Plan Prep/Print	1 .	LS	1,239.85	1,239.85
	Total				574,297.83

Item	Description	Estimated Quantity	Unit	Unit Price	Item Total
1	24" DIP Class 250 (Unrestrained)	3,739	LF	63.00	235,557.00
2	24" DIP Class250 (Restrained)	370	LF	90.00	33,300.00
3	36" Steel Casing (GWR Crossing)	52	LF	500.00	26,000.0
4	Air Release Valve	2	EA	3,800.00	7,600.0
5	24' x 8" Lateral	3	EA	3,700.00	11,100.0
6	24" x 12" Lateral	2	EA	5,000.00	10,000.0
7	24" x 8" Cross	1	EA	4,800.00	4,800.0
8	24" Butterfly Valve	6	EA	4,600.00	27,600.0
9	24" DIP 90 degree Bend/Restrained	1	EA	2,100.00	2,100.0
10	24" DIP 45 degree Bend/Conc Thrust Block	2	EA	2,500.00	5,000.0
11	24" DIP 45 degree Bend/Restrained Joints	2	EA	1,800.00	3,600.0
12	24" DIP 22.5 degree Bend/Restrained Joints	2	EA	1,840.00	3,680.0
13	24" DIP Lateral Tie-in (CR 20-C)	1	LS	9,500.00	9,500.0
14	24" DIP Lateral Tie-in (CR 9)	1	LS_	3,300.00	3,300.0
15	24" DIP Cathodic Protection Test Stations	12	EA	1,000.00	12,000.0
	Total				395,137.0

Eligible Items and Cost for Oversizing to 24" DIP Water Main

The City pays 84% of the eligible costs for oversizing to a 24" water main. \$395137.00 x .84 = \$331915.08. \$395,137.00 - \$331,915.08 = \$63,221.92 (Cost of 8" Portion)

Eligible Items for Reimbursement for the 24" DIP Waterline from Low Bid (BT Construction)

Item	Description	Estimated Quantity	Unit	Unit Price	Unit Total
1	8" Portion of Main	1	LS	63,221.92	63,221.92
2	Blowoff	2	EA	6,000.00	12,000.00
3	Fire Hydrant	2	EA	5,900.00	11,800.00
4	Reverse Concrete Anchor	10	EA	2,200.00	22,000.00
5	Hydrostatic Testing and Disinfection	1	LS	2,200.00	2,200.00
6	Tree Removal (6" and Greater)	4.5	EA	300.00	1,350.00
7	Clearing and Grubbing	0.3	LS	11,600.00	3,480.00
8	Topsoil Removal/Replacement	24,193.80	SY	0.20	4,838.76
9	Upland Seeding	5.1	ac	695.00	3,544.50
10	Rice Straw Wattle	3.6	EA	50.00	180.00
11	Vehicle Tracking Pad	1.5	EA	400.00	600.00
12	Silt Fence	328.8	LF	1.25	411.00
13	Temporary Rope Fence	2,483	LF	0.50	1,241.70
14	Temporary Safety Fence	762.3	LF	0.50	381,15
15	4-Stranded Barbed Wire Fence	630.6	LF	2.00	1,261.20
16	Hot-mix Asphalt	131.4	SY	28.00	3,679.20
17	Constrction Survey and Staking	0.3	LS	7,300.00	2,190.00
18	Traffic Control	0.3	LS	4,200.00	1,260.00
. 19	Mobilizatin/Demobilization	• 0.3	LS	38,450.00	11,535.00
-20	Engineering/Design	1	LS	57,984.00	57,984.00
21	Construction Management	1	LS	36,177.00	36,177.00
22	Plan Prep/Print	1	LS	633.99	633.99
23	Permits	1	LS	500.00	500.00
	Total				242,469.42

Determination of the Cost per Lineal Foot for Property Adjacent to 30" Sewer Interceptor and 24" Waterline.

30" Sewer Interceptor

Total eligible reimbursement cost for the 30" sewer interceptor is \$574,297.83

Total lineal feet of 30" sewer interceptor is 7,462.

Cost per lineal foot is \$76.96.

Reimbursement cost owed per lineal foot of property adjacent to the 30" sewer interceptor is \$38.48 (cost per LF divided by 2).

24" Waterline

Total eligible reimbursement cost for the 24" waterline is \$242,469.42.

Total lineal feet of 24" waterline is 4,109.

Cost per lineal foot is \$59.01.

Reimbursement cost owed per lineal foot of property adjacent to the 24" waterline is \$29.50 (cost per LF divided by 2).

EXHIBIT E

exhibit e

Description of Obligated Properties and List of Current Owners Determination and Allocation of the Reimbursement Costs to Each Property

- - - - 	Current Estimated Reimbursement Owed	\$50,755.12	\$98,893.60		
	Estimated LF of Property Along 30" Sewer Interceptor	1319	2570		
Sanitary Sewer	Current Parcel Owner	Pfeiff Farm, LLLP (1/2) Pfeiff, Evelyn E Family Trust (1/2) 1021 Cty Rd 9 Loveland, CO 80537	VDW Properties, LLC 2725 Rocky Mtn Ave., Suite 200 Loveland, CO 80538		
	Parcel Location	NE 1/4 Section 17,T5N, R68W of the 6th P.M., City of Loveland, County of Larimer, State of Colorado	SE 1/4 Section 17,T5N, R68W of the 6th P.M., City of Loveland, 8517000004 County of Larimer, State of Colorado		
	Parcel Parcel ID	851700002	851700004		
	Parcel	~	7		

	ed T	20 00 dq				
Water	Current Estimated Reimbursement Owed	\$38,940.00	\$77,526.00	\$3,097.50		
	Estimated LF of Property Along 24" DIP Water Line	1320	2628	105		
	Current Parcel Owner	Pfeiff Farm, LLLP (1/2) Pfeiff, Evelyn E Family Trust (1/2) 1021 Cty Rd 9 Loveland, CO 80537	VDW Properties, LLC 2725 Rocky Mtn Ave., Suite 200 Loveland, CO 80538	Chilson Family Trust 6610 Chokecherry Dr Loveland, CO 80537		
	Parcel Location	NE 1/4 Section 17,T5N, R68W of the 6th P.M., City of Loveland, County of Larimer, State of Colorado	SE 1/4 Section 17, T5N, R68W of the 6th P.M., City of Loveland, County of Larimer, State of Colorado	NVV 1/4 Section 16, T5N, R68W of the 6th P.M., City of Loveland, County of Larimer, State of Colorado		
	Parcel ID	8517000002	851700004	8516005001		
	Parcel	-	n	б		

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