



SCOTT DOYLE, CLERK
LARIMER COUNTY CO

RCPTN# **2006-0061073**

08/11/2006
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PAGES - 27 FEE \$136.00 DOC \$0.00

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of July, 2006, 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 **Boyd Lake-Rocky Mountain Ave Loop Waterline Phase 1**; 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. **REFUNDING**

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 but not limited to:

- a) 5,731 L.F. of sixteen-inch (16") water line and appurtenances.
- b) Engineering and design costs.
- c) Construction management.
- d) Easements
- e) Traffic control.
- f) Street repairs.

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 NW quarter of Section 4, Township 5 North and Range 68 West and NE quarter of Section 4, 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.

CITY OF LOVELAND
CITY CLERK'S OFFICE
500 E 3RD ST
LOVELAND, CO 80537

CLERKS NOTE: LEGIBILITY OF WRITING,
TYPING OR PRINTING UNSATISFACTORY IN
PORTIONS OF THIS DOCUMENT WHEN RECEIVED.

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):

- a) Reimbursement for the cost of the 8" portion of the 16" water line. These costs are determined by subtracting the eligible oversize cost from the actual cost of the 16" water 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 2 properties that could ultimately benefit from the construction of the water lines. 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 Engineering News Record (ENR). The base cost index shall be the index in effect at the time the construction quote or bid is obtained: the February 2006, 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:

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. TERM, EFFECT AND INTEGRATION

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:

THE CITY OF LOVELAND
A Municipal Corporation

Shawn L. Collins
City Attorney, *Asst.*

Doan Williams
City Manager

ATTEST:



Jessica H. Andrews
City Clerk

DEVELOPER:

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

John Mullins
Water and Power Director

ATTEST (if a corporation)

[SEAL]

Corporate Secretary

EXHIBIT A

EXHIBIT "A"

1.3 WATER AND SEWER LINE EXTENSION POLICY

1.3.1 Introduction

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 1.3.3.1.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:
$$L \times C \times (N-T) \times 50\%$$
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

- 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.

PERCENTAGE PAID BY THE CITY FOR OVERSIZED WATER LINES										
		Size of Water Line Installed								
		8"	10"	12"	14"	16"	18"	20"	24"	30"
Size of Water Line Needed	8"	0	30	48	62	70	76	80	84	88
	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 Installed								
		8"	10"	12"	15"	18"	21"	24"	27"	30"
Size of Sewer Line Needed	8"	0	16	30	49	63	71	78	81	83
	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. Construction Quotes -- 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. Competitive Bids -- 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. Determination of Final Cost -- 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:

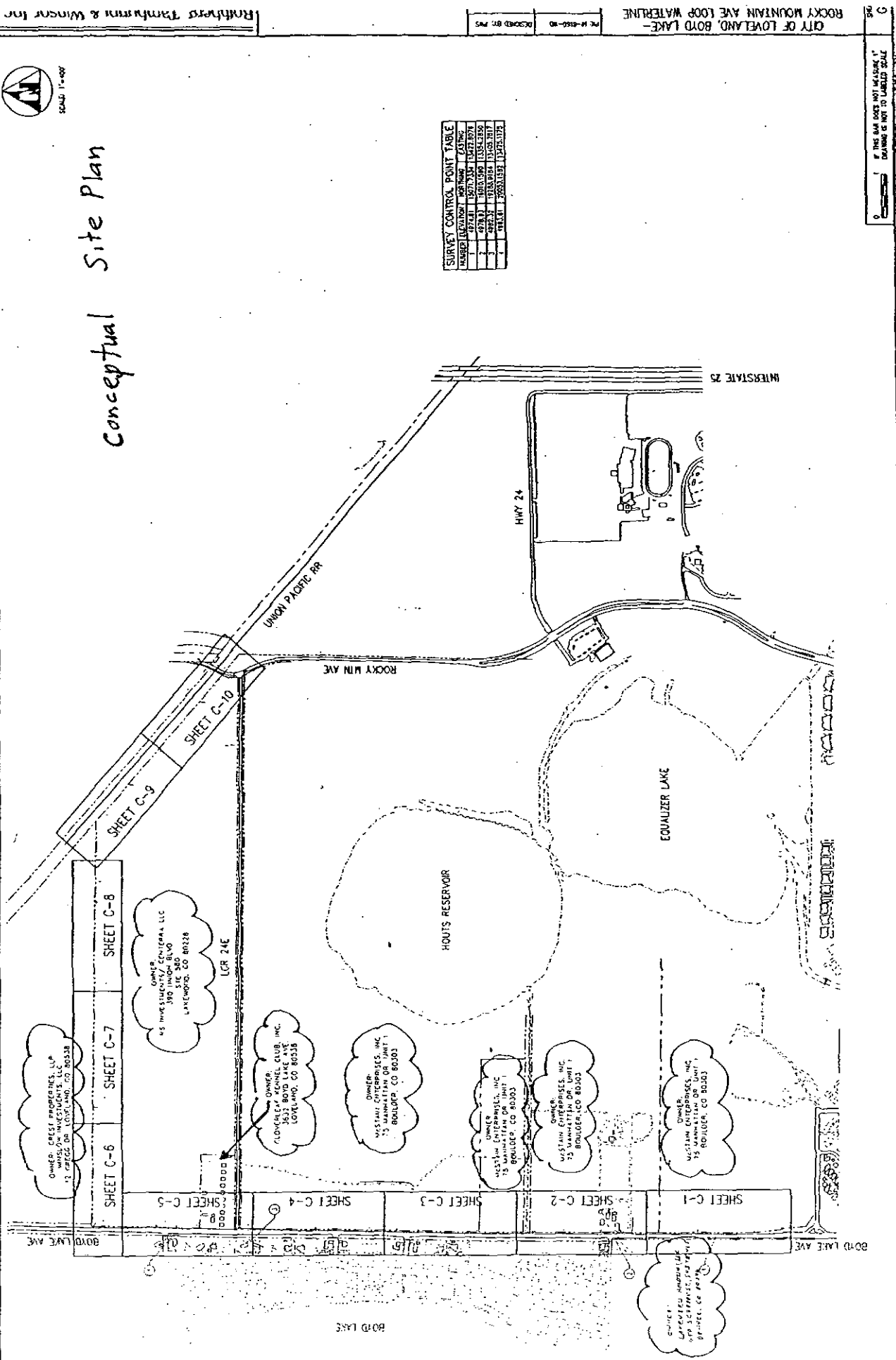
- A. An estimate of the oversized line project costs, prepared by a Professional Engineer. Itemization of the cost estimate shall be attached to the agreement.
- B. Distribution of project costs between the City and the developer.
- C. Time schedule or phasing plan(s) which the developer agrees to comply 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



Conceptual Site Plan

NUMBER	DESCRIPTION	NO. POINTS	ZONING
1	4774.8	15271.334	5471.8774
2	4774.8	14833.996	1354.2859
3	4774.8	14833.994	1354.2859
4	4774.8	14833.994	1354.2859

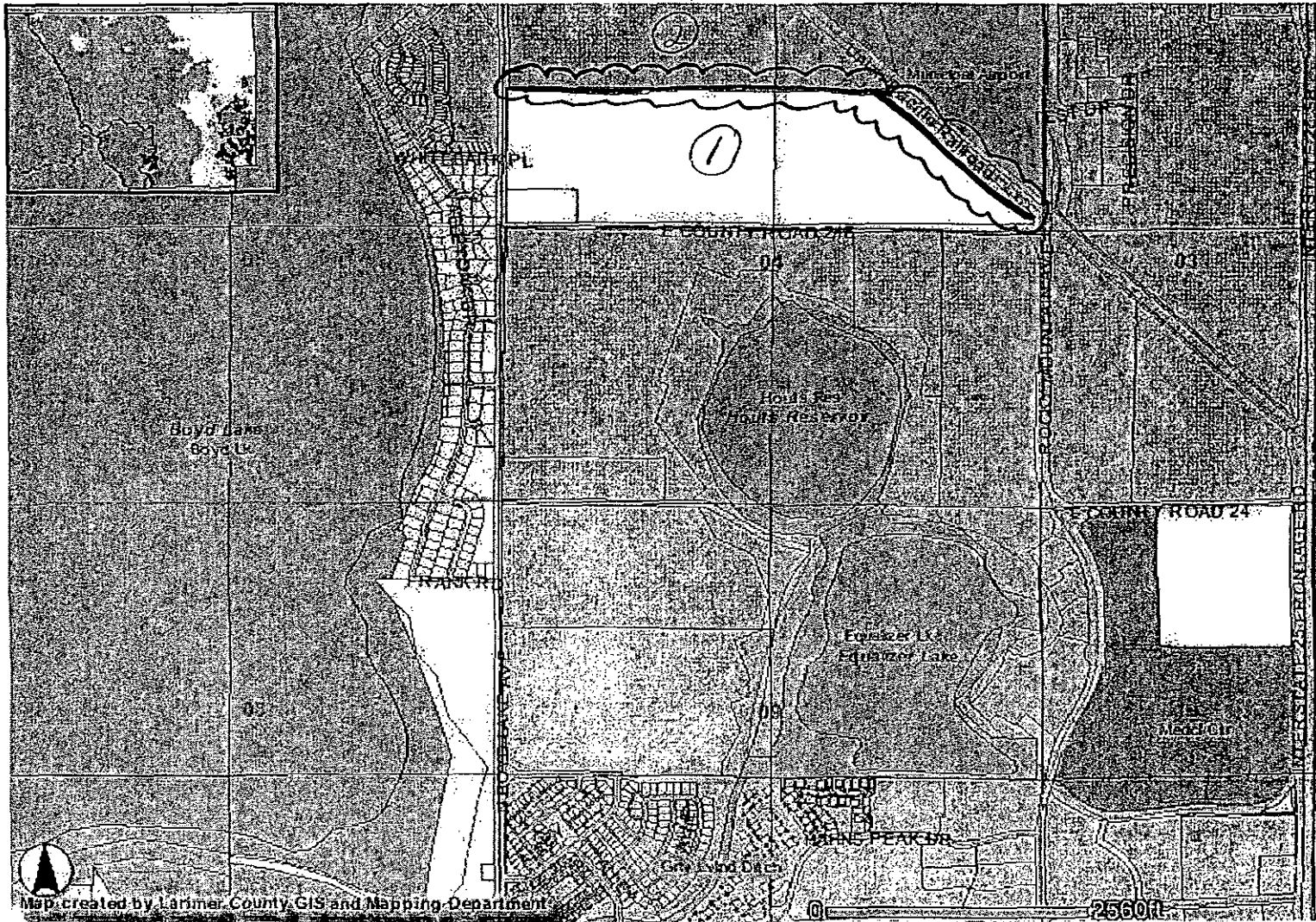


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 28
 IF THIS PLAN DOES NOT INCLUDE "L" DRAWING IS NOT TO BE USED
 G-3

CITY OF LOVELAND, BOYD LAKE -
 ROCKY MOUNTAIN AVE LOOP WATERLINE

PL. 14-155-10
 RECORDED BY: PMS

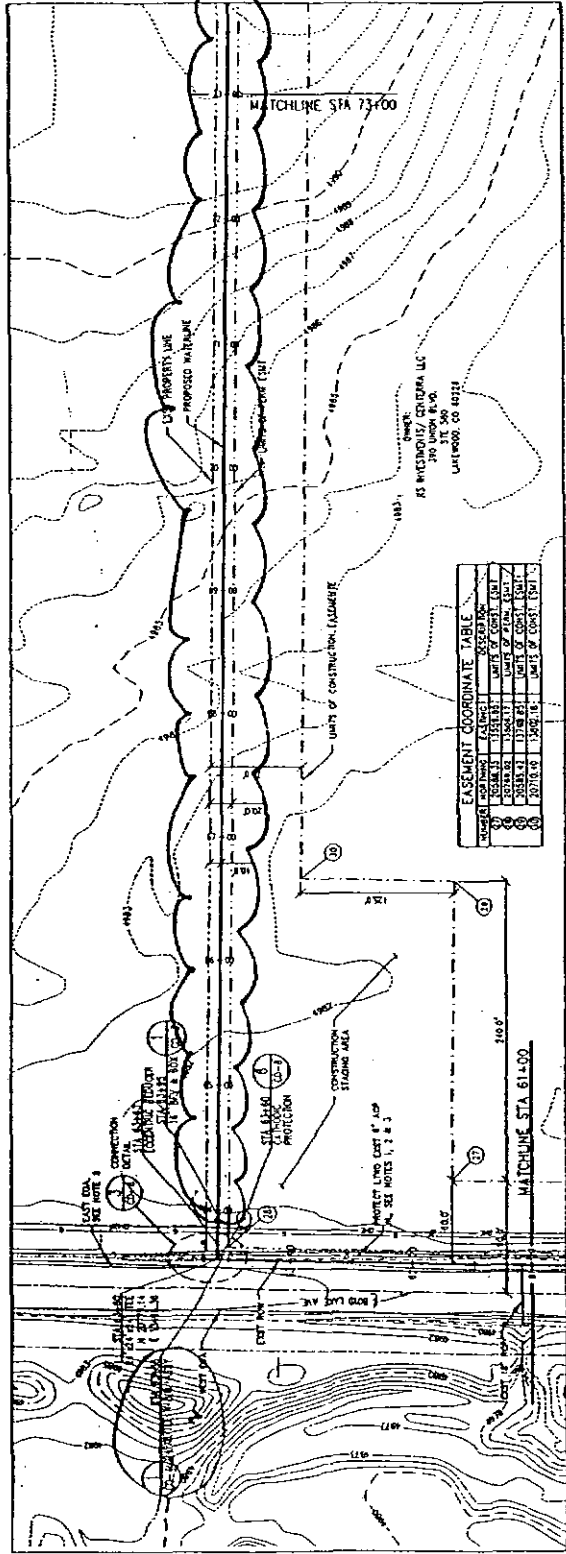
Rothberg Thompson & Winsor Inc



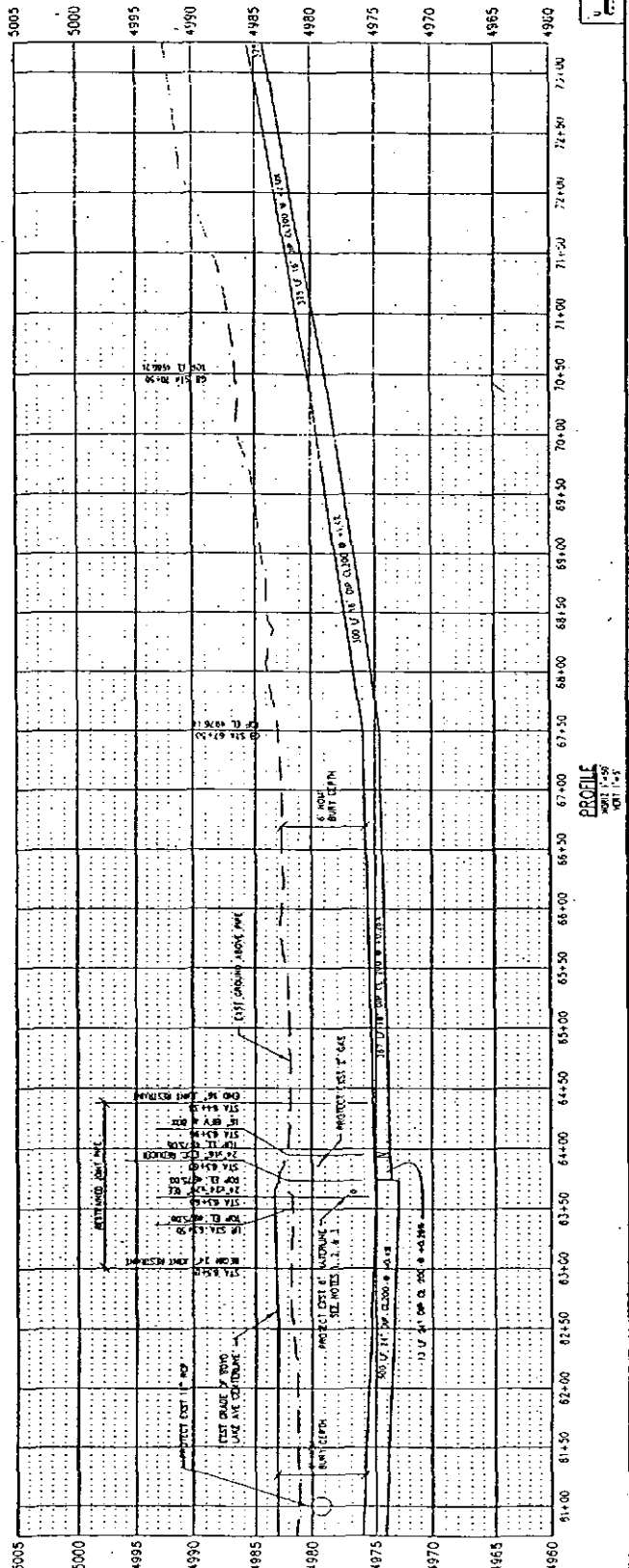


GENERAL NOTES:

- CONTRACTOR TO PROVIDE AND VERIFY LOCATIONS OF EXISTING UTILITY CROSSINGS AND MAINTAIN CONNECTION POINTS PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAINTAIN APPROPRIATE WEIRING AND WEIRING (S.S. TERMINATED TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED) TO PRESENT LIST # 427 UNLESS OTHERWISE NOTED.



PLAN 1"=40'



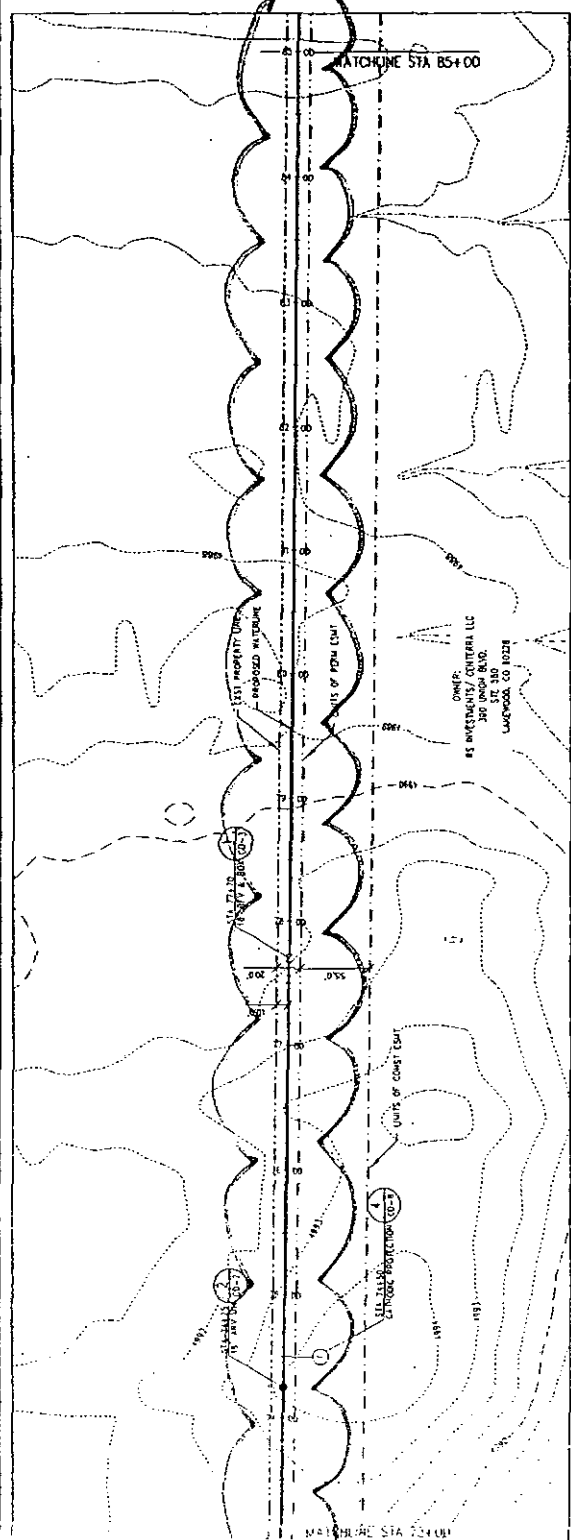
PROFILE 1"=40'

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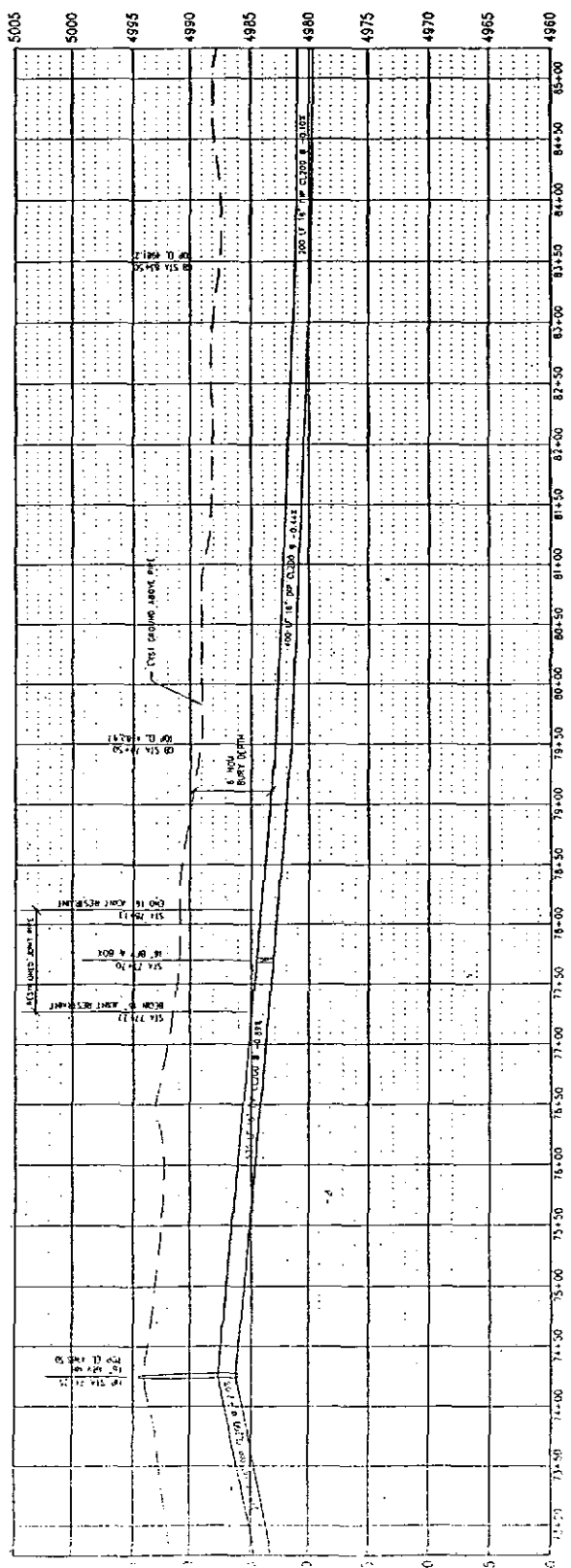


GENERAL NOTES.

1. MAINTAIN ALL WORK WITHIN THE LIMITS OF CONSTRUCTION EXCLUSIONS.
2. REVEALATE ALL DISTURBED AREAS IN ACCORD. W/CITY OF LANDLAMP REPARATIONS OF SPEC. SECTION 2304.
3. PROVIDE AND MAINTAIN PROVISION CONTROL SYSTEMS AS REQUIRED BY SPEC. SECTION 2304 AND THE CITY OF LANDLAMP. SEE SHEETS C-1 & C-2 FOR DETAILED PLAN. SEE UTILITY 3 SHEET C-3 FOR LOCATION OF ALL UTILITY.



PLAN
1"=50'



PROFILE
1"=5'

Bohner Tambrini & Winsor Inc.

PL. M-160-10 DESIGNED BY PMS

CITY OF LOVELAND, BOYD LAKE - ONLY LANDFILL AND WATERLINE

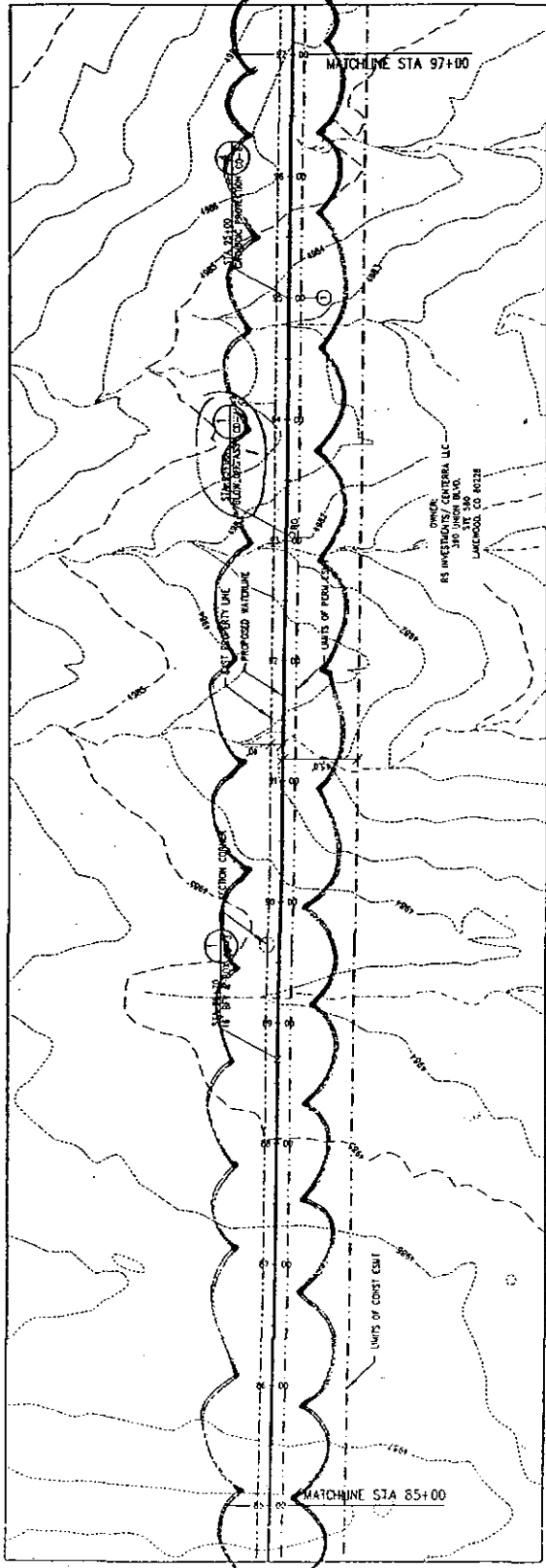
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C-7

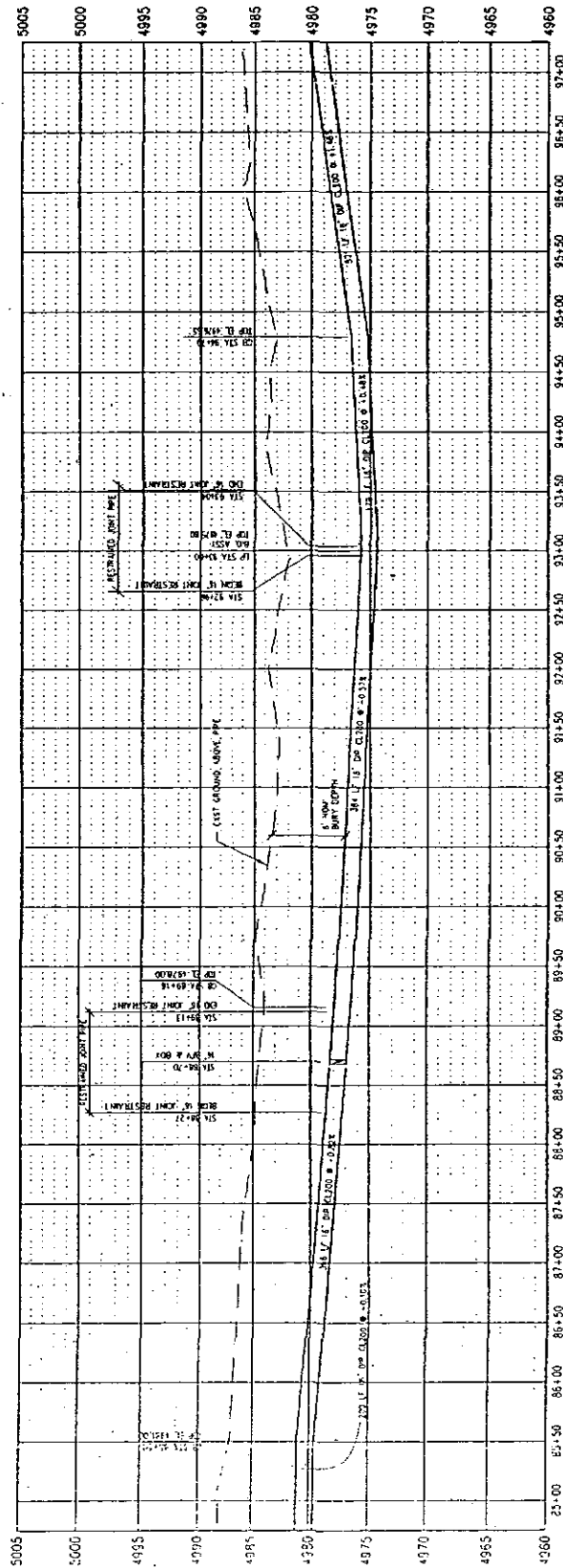


GENERAL NOTES.

1. MATCHING ALL WORK WITH THE LIMITS OF CONSTRUCTION ELEMENTS.
2. VERIFY ALL DISTURBED AREAS & CORRECT ACCORDING TO ALL APPLICABLE REQUIREMENTS OF SPEC. SECTION 0233.
3. PROVIDE AND MAINTAIN EROSION CONTROL MEASURES AS REQUIRED BY SPEC SECTION 0230 AND THE CITY OF LOVELAND. SEE SHEETS CD-2 & CD-3 FOR SELECT DETAILS. SEE DETAIL 3 SHEET CD-3 LOCATION OF ALL FORCE.



PLAN 1'-24"



PROFILE 1'-24"

IF THIS BAR DOES NOT MEASURE 1" DRAWING IS NOT TO LABELD SCALE

C-8

EXHIBIT C

SECTION 00310

BID FORM

BOYD LAKE/ROCKY MOUNTAIN AVENUE LOOP WATERLINE
CITY OF LOVELAND

To: City of Loveland
City Clerk's Office
500 East Third St.
Loveland, Colorado 80537

The undersigned Bidder, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work, Schmidt Earth Builders, Inc (Bidder) hereby proposes and agrees, if this Bid is accepted, to enter into Agreement in the form attached to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the specified Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the specified Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the following lump sum and unit prices.

Bidders must provide bids for Bid Schedule A and Bid Schedule B. If the contract is to be awarded, the City of Loveland will enter into agreement with the Bidder with the lowest costs for either Bid Schedule A or Bid Schedule B only, based on the City's determination of the qualifications of the Bidders, and the selected Bid Schedule in the best interests of the City. Bid Schedule A is to be based upon the contractor completing the work within the time frame allowed in the contract documents. Bid Schedule B is based upon the contractor completing the work based upon the contractors established schedule.

Bid Schedule A

Item	Description	Quantity	Unit	Unit Price	Total Price
1	General Conditions	1	LS	\$12,600 ⁰⁰	\$12,600 ⁰⁰
2	Mobilization/Demobilization	1	LS	\$5,900 ⁰⁰	\$5,900 ⁰⁰
3	Clearing & Grubbing	1	LS	\$9,080 ⁰⁰	\$9,080 ⁰⁰
4	Trench Stabilization Material	750	CY	\$1 ⁰⁰	\$750 ⁰⁰
5	Flowable Fill Material	215	CY	\$61 ¹⁰	\$13,136 ⁵⁰
6	16-Inch DIP Tie-In (Rocky Mountain Ave.)	1	LS	\$2,180 ⁰⁰	\$2,180 ⁰⁰
7	16-Inch DIP Waterline Unrestrained	5,180	LF	\$39 ⁰⁰	\$202,020 ⁰⁰
8	16-Inch DIP Waterline Restrained	551	LF	\$78 ⁰⁰	\$42,978 ⁰⁰
9	16-Inch Direct Bury Butterfly Valve	5	EA	\$3,070 ⁰⁰	\$15,350 ⁰⁰
10	ARV on 16-Inch Waterline	2	EA	\$5,250 ⁰⁰	\$10,500 ⁰⁰
Item	Description	Quantity	Unit	Unit Price	Total Price
11	Blow-Off Assembly	3	EA	\$5,050 ⁰⁰	\$15,150 ⁰⁰
12	Cathodic Protection System	1	LS	\$11,600 ⁰⁰	\$11,600 ⁰⁰
13	Asphalt Demolition, Disposal & Replacement	118	SY	\$77 ²⁰	\$9,192 ²⁰
14	Class C Road Base	118	SY	\$19 ⁶⁰	\$2,312 ⁸⁰
15	Revegetation	1	LS	\$9,090 ⁰⁰	\$9,090 ⁰⁰
16	Erosion Control/Silt Fence	1	LS	\$25,000 ⁰⁰	\$25,000 ⁰⁰
17	Traffic Control/Regulation	1	LS	\$13,300 ⁰⁰	\$13,300 ⁰⁰
18	Pipe Testing & Disinfection	1	LS	\$3,120 ⁰⁰	\$3,120 ⁰⁰
Bid Schedule A Total Bid Price (Items 1 Through 18 Inclusive)					\$403,259 ⁵⁰

Total Bid Schedule A

Four Hundred, Three Thousand, Two Hundred
 Fifty-nine and $\frac{50}{100}$ dollars (Words)
 (\$ 403,259⁵⁰)

The undersigned Bidder agrees to furnish any required Bonds and to enter into a contract within the time specified in the Instruction to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement.

Receipt of copies of the following addendum(a) is hereby acknowledged and has been considered in preparation of this Bid.

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
1	<i>Don't sign</i>	2/3/06
2	<i>Don't sign</i>	2/6/06
3	<i>Don't sign</i>	2/15/06

Enclosed herewith is the required bid security in the amount of Twenty Thousand ~~one hundred - sixty - three~~ Dollars (\$ 20,163) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages, should this Bid be accepted and a contract be awarded to him and he fail to enter into a contract in the form prescribed and to furnish the required Bonds within the time specified on the Instructions to Bidders, but otherwise the bid security will be returned upon his signing this contract and delivering the Bonds.

Also enclosed herewith are the completed General Contractor Qualification Questionnaire, Subcontractor Listing, Major Equipment Manufacturer/Supplier Listing, and submittals for both Bid Schedule A and B Bid Items 7, 8, and 9. The General Contractor Qualification Questionnaire is provided following this Section.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 60 days after the scheduled time for the receipt of bids.

The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in 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) that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; (c) that he has not solicited or induced any person, firm, or corporation to refrain from bidding; (d) that he has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner; and (e) that he has installed a minimum of three (3) miles of 16-inch diameter or greater domestic potable water mains within the last three (3) years.

The Bidder (has) (has not) previously performed work subject to Executive Order 11246.

The full names and addresses of parties interested in this Bid as principals are as follows:

SIGNATURE OF BIDDER:

Date: _____

If an Individual: _____, doing business as _____

If a Partnership: _____ by _____
_____, partner

If a Corporation: Schmidt Earth Builders, Inc (a Colorado Corporation)

by Jeffrey J. Smith

(SEAL & TITLE VP ATTEST Rod Etter)

Business Address of Bidder 7250 Greenridge Rd. Windsor, Co 80550

If a Bidder is a joint venture, other party must sign below.

Date: _____

If an Individual: _____, doing business as _____

If a Partnership: _____

by _____, partner

If a Corporation _____

(a _____ Corporation) by _____

(SEAL & TITLE _____ ATTEST)

Business Address of Bidder _____

END OF SECTION

EXHIBIT D

Eligible Items and Cost for Oversizing to 16" DIP Water Main
 Prices from low bidder-Schmidt Earth Builders, Inc

Item	Description	Estimated Quantity	Unit	Unit Price	Item Total
1	16" DIP Class 250 (Unrestrained)	5,180	LF	39.00	202,020.00
2	16" DIP Class250 (Restrained)	551	LF	78.00	42,978.00
3	Air Release Valve	2	EA	5,250.00	10,500.00
4	16" Butterfly Valve	5	EA	3,070.00	15,350.00
5	16" DIP Tie-in (Rocky Mountain Ave.)	1	LS	2,180.00	2,180.00
6	16" DIP Cathodic Protection System	1	LS	11,600.00	11,600.00
	Total				284,628.00

The City pays 70% of the eligible costs for oversized to a 16" water main.

$\$284,628.00 \times .70 = \$199,239.60$. $\$284,628.00 - \$199,239.60 = \$85,388.40$ (Cost of 8" Portion)

Eligible Items for Reimbursement for the 16" DIP Waterline from Low Bid

Item	Description	Estimated Quantity	Unit	Unit Price	Unit Total
1	8" Portion of Main	1	LS	85,388.40	85,388.40
2	Blowoff	3	EA	5,050.00	15,150.00
3	Hydrostatic Testing and Disinfection	1	LS	3,120.00	3,120.00
4	Clearing and Grubbing	1	LS	9,080.00	9,080.00
5	Revegetation	1	LS	9,090.00	9,090.00
6	Erosion Control/Silt Fence	1	LS	25,000.00	25,000.00
7	Asphalt Demo, Disposal & Replacement	118	SY	77.90	9,192.20
8	Class 6 Road Base	118	SY	19.60	2,312.80
9	Traffic Control/Regulation	1	LS	13,300.00	13,300.00
10	Mobilization/Demobilization	1	LS	5,900.00	5,900.00
11	General Conditions	1	LS	12,600.00	12,600.00
12	Trench Stabilization Material	750	CY	1.00	750.00
13	Flowable Fill Material	215	CY	61.10	13,136.50
14	Engineering/Design	1	LS	69,844.40	69,844.40
15	Construction Management	1	LS	49,522.00	49,522.00
16	Misc. Easement Research	1	LS	2,936.94	2,936.94
	Total				326,323.24

Cost per foot due as reimbursement is $\$326,323.24 \div 5,731 \text{ lf} = \underline{\$56.94 \text{ per lf}}$.

EXHIBIT E

13
27

Exhibit E

Cost per lf is \$56.94 at 100% and \$28.47 at 50%.

Parcel	Parcel Number	Parcel Location	Current Parcel Owner	Estimated LF of Property Adjacent to 16" Water Line	Current Estimated Reimbursement Cost
1	85040-00-001	NW and NE quarter of Section 4, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	RS Investments/Centerra LLC 390 Union Blvd Suite 580 Lakewood, CO 80228	3,995 LF at 50% 2,036 LF at 100%	\$221,126.49
2	85040-05-001	NW and NE quarter of Section 4, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	Crest Properties, LLP Winslow Investments, LLC 12 Gregg Dr Loveland, CO 80538	3,695 LF at 50%	\$105,196.65