

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 16
(Series 2021)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
APPROVING THE DEVELOPMENT IMPROVEMENT AGREEMENT FOR
ANGELVIEW CONDOMINIUMS (LOTS 3A AND 3B).**

WHEREAS, the property owner, Harder-Diesslin Holdings, LLC (“Developer”) received minor subdivision approval for the Angel View Minor Subdivision on July 15, 2016 as recorded at Reception No. 428085 of the Chaffee County Recorder’s Office, Chaffee County, Colorado; and

WHEREAS, a replat of the Angel View Minor Subdivision was approved on January 22, 2018 to create Lots 3A and 3B as recorded at Reception No. 443234 of the Chaffee County Recorder’s Office, Chaffee County, Colorado; and

WHEREAS, Lots 3A and 3B of said minor subdivision replat (“Property”) is being developed in accordance with the Salida Municipal Code; and

WHEREAS, a condition of Section 16-2-60 of the Land Use Code is the Developer will enter into an agreement to construct certain public improvements that after acceptance will be owned and maintained by the City of Salida; and

WHEREAS, the public improvements within Lots 3A and 3B of the Angel View Minor Subdivision replat are limited to water and wastewater mains extended by the Developer; and

WHEREAS, pursuant to Sections 16-2-60 of the Land Use Code, the Developer wishes to enter into this Agreement to set forth their understanding concerning the terms and conditions for the construction of the public improvements for the Property (“Agreement”); and

WHEREAS, staff shall be permitted to correct immaterial errors, typos and inconsistencies in the Agreement as approved by the Mayor.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Salida that:

The Improvements Agreement for the Angelview Condominiums is hereby approved.

RESOLVED, APPROVED AND ADOPTED on this 18TH day of May, 2021.

CITY OF SALIDA, COLORADO

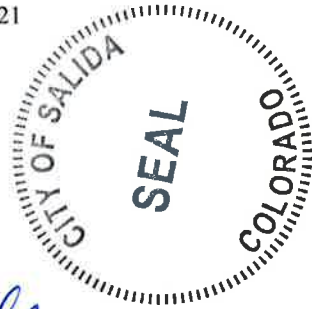


Mayor P.T. Wood

City of Salida, Colorado
Resolution No.16, Series of 2021
Page 2 of 2

(SEAL)

ATTEST:



Evin Kelley
City Clerk

CITY OF SALIDA, COLORADO
Angel View Condominiums

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of May 2021, by and between the City of Salida, a Colorado municipal corporation (the "City"), and HARDER-DIESSLIN HOLDINGS, LLC ("Owner").

Recitals

WHEREAS, the City provides potable water service and wastewater service within the boundaries of the City of Salida, Colorado; and

WHEREAS, Owner is the owner of certain real property located in the City of Salida known and described as Lots 3A and 3B of the Angel View Minor Subdivision recorded as Reception No. 443234 as shown in **Exhibit A** (the "Property"); and

WHEREAS, the Property currently is not serviced by a City potable water or wastewater service lines, and Owner wishes to obtain water and wastewater service from the City and is willing to do all excavations, constructions, installations, connections, and other work necessary to extend a water main and wastewater lines to and through the Property as shown in the Approved Plans and Specifications **Exhibit B**; and

WHEREAS, the water main and wastewater service lines and all other necessary components of the water distribution and wastewater collection systems are to be constructed by Owner to extend City water/wastewater service to the Property ("Facilities") and also will make water and wastewater service available to certain neighboring properties; and

WHEREAS, the City is willing to provide water and wastewater services to the Property upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pre-Conditions to Service to Property. No water and wastewater services to the Property will be provided by the City except upon (i) City's final approval and acceptance of the Facilities as described in paragraph 11 below; (ii) Owner's conveyance to City of the Facilities and associated easements and documentation as described in paragraph 8 below; (iii) Owner's payment in full of all water and wastewater system development fees, in the amounts then in effect, to the City; and (iv) Owner's compliance with its continuing Performance Guarantee obligation under paragraph 8.iv below.

1. Construction of Facilities. Owner shall be solely responsible for the construction of the Facilities and the connection and extension of the Facilities to and through the Property from the City's water and wastewater systems, and for payment of all costs incurred in such construction, connection, and extension. The parties acknowledge

that Owner's construction and installation of the Facilities may include one or more stub-outs to serve future development on the Property and/or one or more adjacent parcels.

2. Compliance with Municipal Code. Owner shall comply in full with the requirements of the Salida Municipal Code, including without limitation Title 16 thereof, in constructing and connecting the Facilities. The parties acknowledge that the City's execution of this Agreement does not constitute approval of any existing land use application or approval of any future land use application for the Property.
3. City Approval of Plans and Specifications. All construction, installation, and connection of the Facilities must be in conformance with the plans and specifications submitted by the Owner and approved in writing by the City Public Works Director or his designee before commencement of construction ("Approved Plans and Specifications"), and must comply with the Annexation Agreement between the parties, the Salida Municipal Code, the City's Public Works Manual, and any applicable federal, state, county, or local laws. Any changes in or deviations from the Approved Plans and Specifications must be separately approved in writing by the Public Works Director or his designee before commencement of any construction based on such changes or deviations. All contracts for construction, installation, and connection of the Facilities must be approved in writing by the City, must allow assignment to the City with no further action by the contractor, and must require compliance with Article 26 of Title 38, Colorado Revised Statutes, including the posting of performance and completion bonds, each bond to be in the full amount of the contract.
4. Schedule of Costs and Performance Guarantee. In accordance with the Approved Plans and Specifications (**Exhibit B**), Owner shall construct and install the Facilities as shown in the itemized list of materials, tasks, and estimated costs as shown in **Exhibit C**. Before commencement of construction, Owner shall deliver to City a performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney to secure the performance and completion of the Facilities ("Performance Guarantee"). The Performance Guarantee must be in an amount equal to at least 125% of the estimated cost of construction, installation, and connection of the Facilities, including all materials, as shown in **Exhibit B**.

The total estimated cost of construction, installation, and connection of the Facilities, including materials, as shown in **Exhibit C** is \$173,360; therefore, the Performance Guarantee must be in an amount equal to at least \$216,700. The purpose of the cost estimates itemized in this paragraph is solely to determine the amount of the Performance Guarantee and may be revised from time to time to reflect actual costs. If a substantial amount of time elapses between the time of posting of the Performance Guarantee and actual construction, installation, and connection of the Facilities, the City reserves the right to require a reasonable increase in the amount of the Performance Guarantee based on estimated or actual increases in costs of materials and

construction. The Performance Guarantee may be partially released by the City in accordance with the terms and conditions of Section 16-2-60(m) of the Salida Municipal Code and the additional terms and conditions of this Agreement, including without limitation paragraph 8(iv) below.

5. Construction Schedule. Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Facilities (“Construction Schedule”). The Developer shall complete construction of each phase described in **Exhibit D** in compliance with the timetable included in the Construction Schedule.
6. Observation of Construction and Inspection of Facilities. The City Public Works Director or his designee may observe all construction, installation, and other work on the Facilities, and may inspect and test each component of the Facilities. Owner shall reimburse City for all costs associated with the City’s observation of construction on the Property and inspection of the Facilities, and the City shall not give its final approval and acceptance of the Facilities, as described in paragraph 11 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction, and also may occur at any time after the Facilities are operational at reasonable intervals as the City may request. The Public Works Director shall direct Owner to correct any deficiencies in the construction and installation of Facilities that are not in conformance with the Approved Plans and Specifications. Inspection, acquiescence, and/or verbal approval by any Public Works official of the construction of the Facilities, at any particular time, will not constitute the City’s final approval or acceptance of the Facilities as required hereunder. Such final approval and acceptance will be given by the City only in accordance with paragraph 11 below.
7. Conveyance of Facilities. Within twenty-eight days of the City’s final approval and acceptance of the Facilities in accordance with paragraph 10 below, Owner shall, at no cost to the City, do the following:
 - i. Execute and deliver to the City a good and sufficient bill of sale describing all of the Facilities constructed, connected, and installed by Owner pursuant to this Agreement, together with all personal property relating to the Facilities (“Bill of Sale”). In the Bill of Sale, Owner shall warrant the conveyance of the Facilities as free from any claim, demand, security interest, lien, or encumbrance whatsoever. Acceptance of the Bill of Sale must be authorized by City Council.
 - ii. Execute and deliver to the City a good and sufficient general warranty deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Facilities to the extent the Facilities are not constructed within dedicated easements or rights-of-way as shown on the Plat recorded as Reception No. 443234 All such easements conveyed to the City will be general utility easements and must have a total

width of at least twenty feet, lying ten feet on either side of the centerline of the Facilities. Owner further agrees to promptly convey to City, free and clear of lien and encumbrances, any and all other easements necessary for future expansion of City services on the Property.

- iii. Deliver to the City as-built drawings, surveys, and operation manuals for the Facilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at Owner's sole expense.
 - iv. Maintain that portion of the Performance Guarantee deemed necessary by the City to insure warranty work for the warranty period described in paragraph 12 below and to insure maintenance of the Facilities for a period of one year from the date of their acceptance by the City as described in paragraph 10 below.
8. Payment of Consultant Fees and Costs. Owner shall reimburse the City for the reasonable costs paid by the City to its professional consultants, including without limitation legal and engineering consultants, for their work related to the drafting and performance of this Agreement. Owner shall reimburse such costs within 30 days of receiving the City's invoice for same, and the City shall not give its final approval and acceptance of the Facilities as described in paragraph 11 below until all such costs have been reimbursed; provided, however, that Owner shall reimburse City within 30 days of invoicing for any additional such costs incurred following the City's final approval and acceptance of the Facilities.
 9. Water and Wastewater System Fees and Charges. Owner shall be responsible for the payment of water and wastewater system development fees, in the amounts then in effect, prior to connection of any structure on the Property to the Facilities. Owner acknowledges that nothing herein constitutes a guarantee by the City of adequate capacity in its water system to serve the Property until such time as the applicable fees and charges are paid in full.
 10. Acceptance of Facilities by City. Upon Owner's completion of the construction, installation, and connection of the Facilities, the City's Public Works Director or his designee shall inspect the Facilities and certify with specificity the Facilities' conformity or lack of conformity to the Approved Plans and Specifications and to all applicable City, state, and federal standards. At the direction of the Public Works Director, Owner shall make all corrections necessary to bring the Facilities into conformity with the Approved Plans and Specifications and all applicable government standards. The City's final approval and acceptance of the Facilities must comply with the City of Salida Construction Standards and Specifications, must be memorialized in writing, and may not be given until Owner has met the requirements of paragraph 7 above and reimbursed City for all reimbursable costs described in paragraphs 8 above. Before the sale of any lot on the Property is closed, the Facilities must have been certified, in a signed writing of the City's Public Works Director or his

designee, to be substantially completed in accordance with the Approved Plans and Specifications.

11. Warranty. Owner shall warrant the Facilities to be free from defect in workmanship or quality for a period of one year after written acceptance of the Facilities by the City in accordance with paragraph 10 above ("Warranty Period"). In the event of any defect in workmanship or quality during the Warranty Period, Owner shall correct the defect in workmanship or material. In the event that any corrective work is performed by Owner during the Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should Owner default in its obligation to correct any defect in workmanship or material during the Warranty Period, City will be entitled to draw on the Performance Security and/or to pursue any other remedy described in paragraph 12 below.

12. Breach by Owner; City's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Owner, and unless the City must act immediately to protect the health, safety, and welfare of City residents or City water users, the City Administrator shall give written notice to Owner of the nature of the default and an opportunity to be heard before City Council concerning such default before pursuing a remedy hereunder. If the default has not been cured within thirty (30) days of the date of Owner's receipt of the written notice or the date of Owner's hearing before City Council, whichever is later (or such reasonable time period as necessary to cure the default, provided that Owner has initiated such cure), the City may pursue one or more of the following remedies, none of which is exclusive:
 - i. The City Administrator may give written notice to Owner and to the issuer or holder of the Performance Guarantee that the City is proceeding with the task of constructing, installing, or connecting the Facilities in whole or in part, and that said Performance Guarantee will be expended by the City for the construction, installation, or connection of the Facilities required by this Agreement.
 - ii. The City may refuse to provide water services to the Property.
 - iii. The City may seek to enforce this Agreement at law or in equity, by injunction, by decree of specific performance or damages, or by such other legal or equitable relief as may be available. In the event of litigation in connection with the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to its costs related to such litigation, including reasonable attorneys' fees.

13. City Under No Obligation to Complete Facilities. Owner agrees that in the event that it fails to perform its obligations as set forth herein, the City shall be under no obligation to complete the Facilities or to perform any of Owner's obligations hereunder. Other than the parties to this Agreement, no one, individually or

otherwise, shall acquire as a result of this Agreement any rights, claims, or obligations from or against the City, including without limitation its agents, employees, or officers. Actions by the City against the Owner to enforce any provision of this Agreement will be at the sole discretion of the City. No third party shall have any right to require action by the City pursuant to this Agreement; and this Agreement creates and will create no liability on the part of or any cause of action against the City for any personal or property damage that may result to third parties from the failure of Owner to complete the Facilities herein described.


14. Assignment. This Agreement may not be assigned by Owner without the prior written consent of the City, which consent will not be unreasonably withheld. In the event Owner desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.
15. Indemnification. The City, including without limitation any officer, agent, or employee thereof, shall not be liable or responsible for any accident, loss, or damage related to the work described in this Agreement, nor shall the City, including without limitation any officer, agent, or employee thereof, be liable for any persons or property injured by reason of the performance or nature of said work. Owner agrees to indemnify and hold harmless the City, and any of its officers, agents, or employees, from any and all claims or losses of any nature whatsoever incurred by the City, or any of its officers, agents, or employees, resulting from or arising out of construction, installation, or connection of the Facilities on the Property, or from any other obligation of Owner as stated in this Agreement. This indemnification includes actual attorneys' fees incurred in the event that any party brings an action against the City in connection with any term or condition of this Agreement or in connection with the construction, installation, or connection of the Facilities. The parties intend not to duplicate any legal services or other costs associated with the defense of any claims against either party as described in this section. Therefore, the parties agree to cooperate in full to prevent any duplicative expenses incurred as a result of the indemnification herein described.
16. Authority Liability. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement, and to bind the party he or she represents to the terms and conditions hereof.
17. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction herein contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement. Any modification or amendment must be in a written form and executed in the same manner as this Agreement.

Signature page follows.
Remainder of this page intentionally left blank.

CITY OF SALIDA, COLORADO

By 
Mayor

ATTEST:


City Clerk/Deputy City Clerk

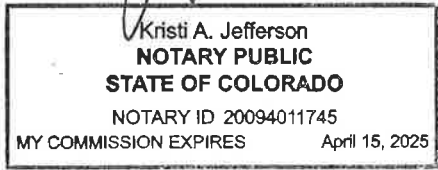
STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 18th day of May 2021
by PT Wood, as Mayor, and by Erin Kelley, as City
Clerk/Deputy City Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: April 15, 2025.


Notary Public



HARDER-DIESSLIN, Inc.

By 
John Diesslin

STATE OF COLORADO)
) ss.
COUNTY OF Chaffee)

Acknowledged, subscribed, and sworn to before me this 11 day of August 2021
by Walt G. Harder as member of Harder-Diesslin, Inc.

WITNESS my hand and official seal.

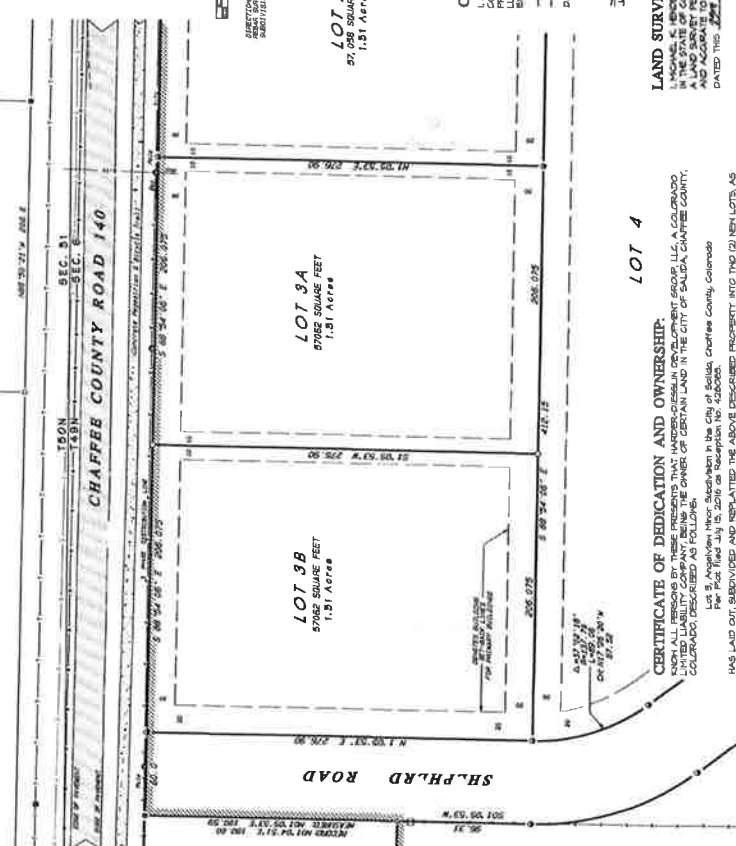
My Commission expires: April 15, 2025.

 Notary Public

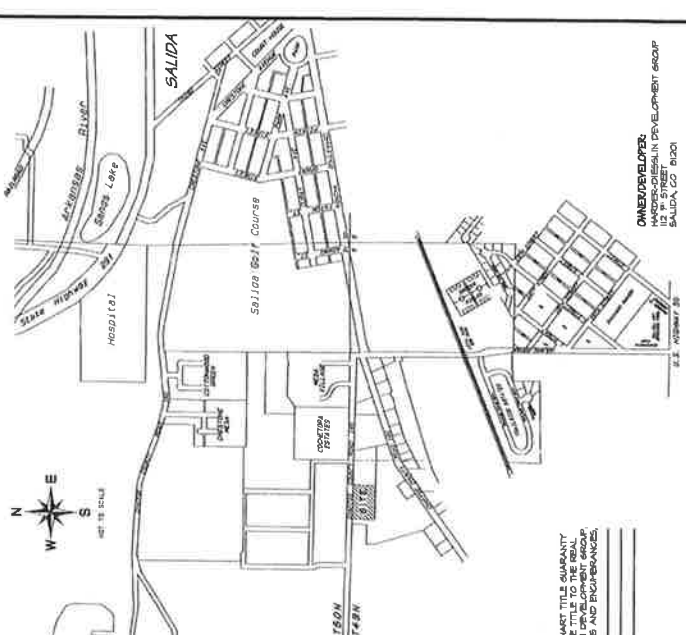
Kristi A. Jefferson
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094011745
MY COMMISSION EXPIRES April 15, 2025

Exhibit A

REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION
 LOCATED IN THE
 NORTH 1/2 OF SECTION 03, T40N, R9E, N44P14
CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO
 SHEET 2 OF 2



VICINITY MAP
 NOT TO SCALE



LEGEND:
 1. THIS PLAT REPRESENTS THE REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION, AS SHOWN ON THE PLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION, RECORDED IN THE PUBLIC RECORDS OF CHAFFEE COUNTY, COLORADO, UNDER RECEPTION NO. 428000.
 2. THIS PLAT REPRESENTS THE REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION, AS SHOWN ON THE PLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION, RECORDED IN THE PUBLIC RECORDS OF CHAFFEE COUNTY, COLORADO, UNDER RECEPTION NO. 428000.
 3. THIS PLAT REPRESENTS THE REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION, AS SHOWN ON THE PLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION, RECORDED IN THE PUBLIC RECORDS OF CHAFFEE COUNTY, COLORADO, UNDER RECEPTION NO. 428000.
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CERTIFICATE OF TITLE INSURANCE COMPANY:
 I, JAMES L. TREAT, A LICENSED TITLE INSURANCE EXAMINER REPRESENTING STEWART TITLE GUARANTEE COMPANY, HAVE EXAMINED THE RECORDS OF CHAFFEE COUNTY, COLORADO, AND THE RECORDS OF THE CITY OF SALIDA, COLORADO, AND HAVE FOUND TITLE VESTED IN HANDESMAN IN DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT AS SET FORTH HEREIN.

LAND SURVEYOR'S STATEMENT:
 I, JAMES L. TREAT, A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, HAVE EXAMINED THE RECORDS OF CHAFFEE COUNTY, COLORADO, AND THE RECORDS OF THE CITY OF SALIDA, COLORADO, AND HAVE FOUND TITLE VESTED IN HANDESMAN IN DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT AS SET FORTH HEREIN.

CERTIFICATE OF DEDICATION AND OWNERSHIP:
 I, JAMES L. TREAT, A LICENSED TITLE INSURANCE EXAMINER REPRESENTING STEWART TITLE GUARANTEE COMPANY, HAVE EXAMINED THE RECORDS OF CHAFFEE COUNTY, COLORADO, AND THE RECORDS OF THE CITY OF SALIDA, COLORADO, AND HAVE FOUND TITLE VESTED IN HANDESMAN IN DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT AS SET FORTH HEREIN.

GENERAL LAND SURVEYOR'S NOTES:
 I, JAMES L. TREAT, A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, HAVE EXAMINED THE RECORDS OF CHAFFEE COUNTY, COLORADO, AND THE RECORDS OF THE CITY OF SALIDA, COLORADO, AND HAVE FOUND TITLE VESTED IN HANDESMAN IN DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT AS SET FORTH HEREIN.

DEVELOPMENT NOTES:
 THE DEVELOPER HAS REPRESENTED TO THE CITY OF SALIDA THAT THE DEVELOPMENT WILL BE IN ACCORDANCE WITH THE CITY OF SALIDA ZONING ORDINANCES AND THE CITY OF SALIDA SUBDIVISION REGULATIONS. THE DEVELOPER HAS REPRESENTED TO THE CITY OF SALIDA THAT THE DEVELOPMENT WILL BE IN ACCORDANCE WITH THE CITY OF SALIDA ZONING ORDINANCES AND THE CITY OF SALIDA SUBDIVISION REGULATIONS.

NOTARY PUBLIC:
 Patricia Ivanisek, Deputy Recorder
 ADDRESS: 112. F Street, Salida, Colorado

PLANNING COMMISSION APPROVAL:
 THIS PLAT WAS APPROVED BY THE CITY OF SALIDA PLANNING COMMISSION THIS 22nd DAY OF MAY, 2018.

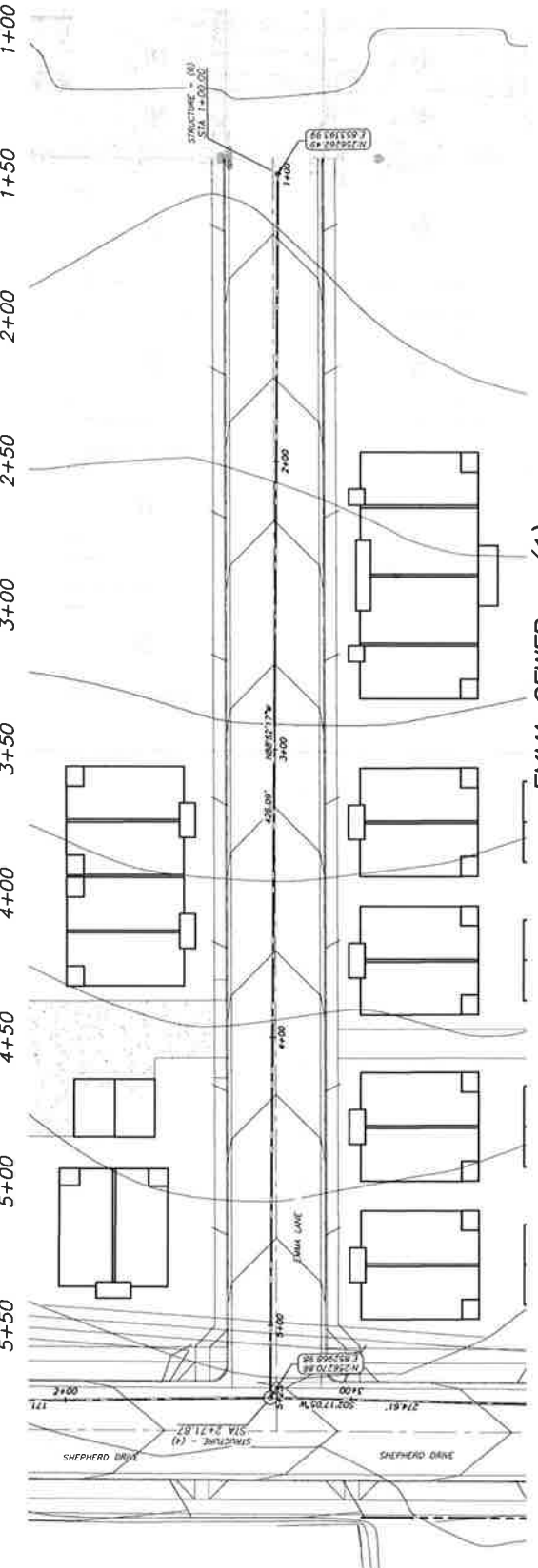
CLERK AND RECORDER'S CERTIFICATE:
 THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO AT 9:23 AM, ON THIS 13th DAY OF MAY, A.D. 2018, UNDER RECEPTION NO. 443234.

REPLAT OF LOT 3, ANGELVIEW MINOR SUBDIVISION
 CHAFFEE COUNTY, COLORADO
 HANDESMAN LAND SURVEYING CO., INC.
 112 F STREET
 SALIDA, COLORADO 80854
 DATE: 12/19/17
 DRAWING NO.: L-17-80

OWNER/DEVELOPER:
 HANDESMAN IN DEVELOPMENT GROUP
 112 F STREET
 SALIDA, CO 80854

Exhibit B

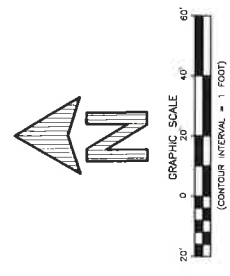
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PROFILE SCALES:
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VERTICAL 1"=4'

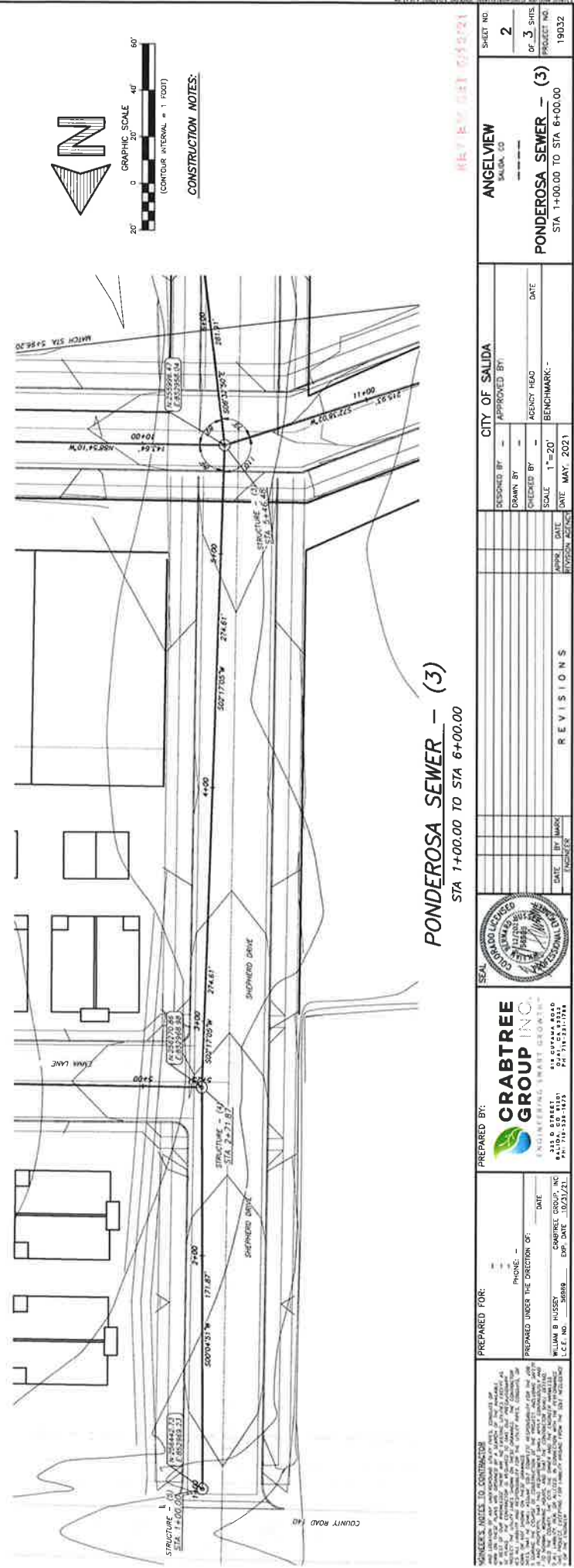
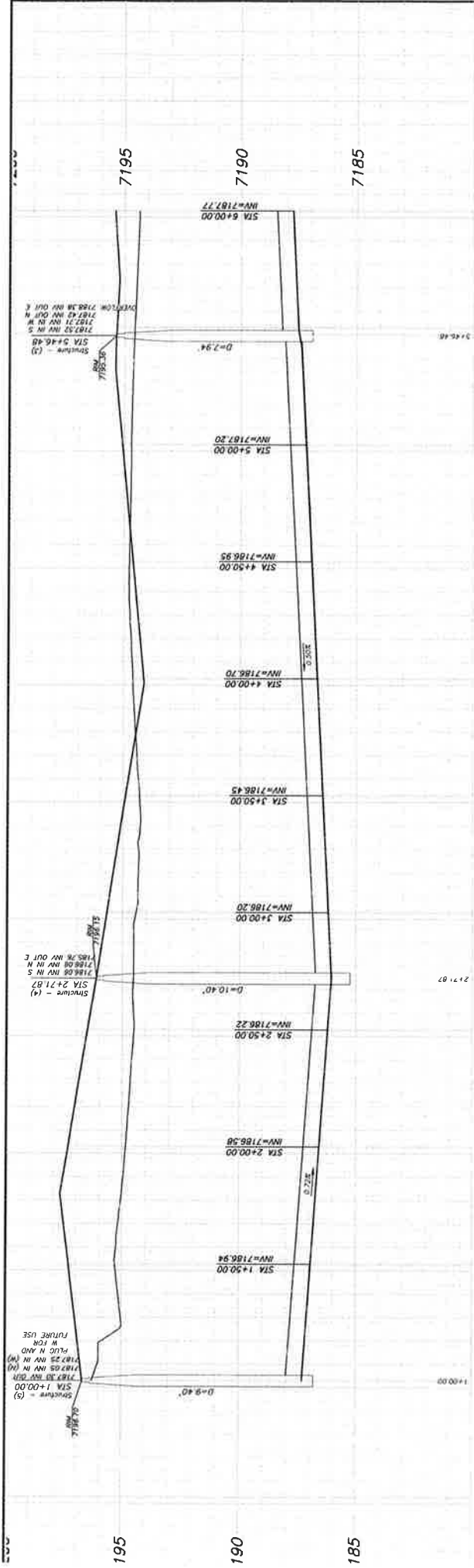
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EMMA SEWER -- (1)
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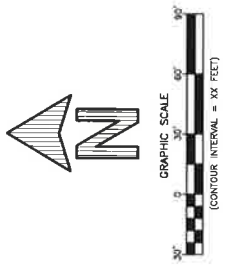
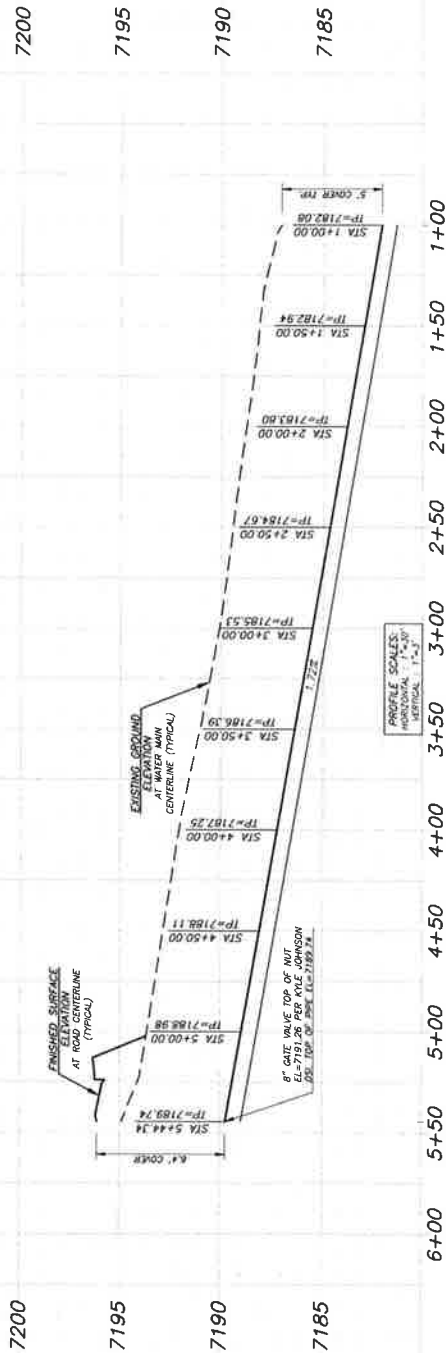
<p>UNLESS NOTED TO CONTRARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND LOCAL GOVERNMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND LOCAL GOVERNMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND LOCAL GOVERNMENTS.</p>	<p>PREPARED FOR: _____</p> <p>PHONE: _____</p> <p>DATE: _____</p>	<p>DESIGNED BY: _____</p> <p>DRAWN BY: _____</p> <p>CHECKED BY: _____</p> <p>SCALE: 1"=20'</p> <p>DATE: MAY, 2021</p>	<p>CITY OF SALIDA</p> <p>APPROVED BY: _____</p> <p>DATE: _____</p>	<p>SHEET NO. 1</p> <p>OF 3 SHEETS</p> <p>PROJECT NO. 19032</p>
	<p>PREPARED BY: CRABTREE GROUP INC.</p> <p>2110 S STREET SALIDA, MO 65758 PH: 781-541-1151 FAX: 781-541-1174</p>	<p>ENGINEERING, SMART GROWTH</p> <p>3110 S STREET SALIDA, MO 65758 PH: 781-541-1151 FAX: 781-541-1174</p>	<p>ANGELVIEW SALIDA, CO</p> <p>EMMA SEWER -- (1)</p> <p>STA 1+00.00 TO STA 5+30.78</p>	<p>DESIGNED BY: _____</p> <p>DRAWN BY: _____</p> <p>CHECKED BY: _____</p> <p>SCALE: 1"=20'</p> <p>DATE: MAY, 2021</p>



CONSTRUCTION NOTES:

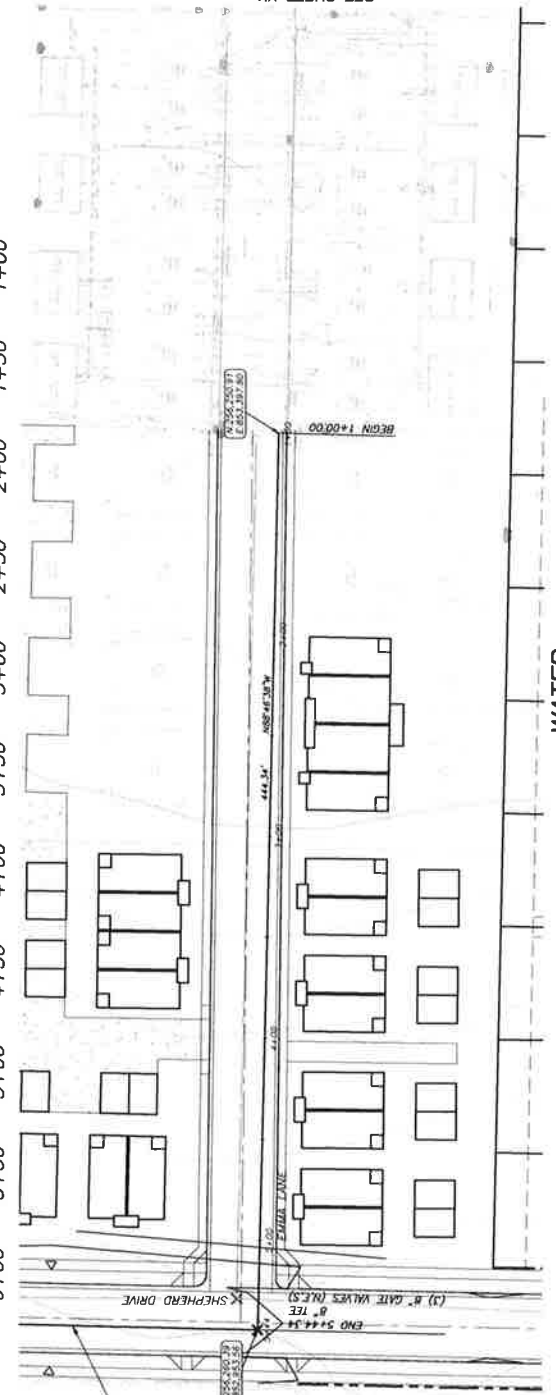
PONDEROSA SEWER - (3)
STA 1+00.00 TO STA 6+00.00

PREPARED FOR: WILLIAM B. RUSSEY L.C.T. NO. 58888		PREPARED UNDER THE DIRECTION OF: PHONE: _____ DATE: _____		SHEET NO. 2 OF 3 SHEETS PROJECT NO. 19032
PREPARED BY: CRABTREE GROUP INC. ENGINEERING SMART EXCELLENCE 315 G STREET SUITE 200 P.O. BOX 52-1975 P.O. BOX 52-1975		CITY OF SALIDA APPROVED BY: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: 1"=20' DATE: MAY, 2021		ANGELVIEW SALIDA, CO PONDEROSA SEWER - (3) STA 1+00.00 TO STA 6+00.00
REVISIONS NO. DATE BY MARK DESCRIPTION		REVISIONS NO. DATE BY MARK DESCRIPTION		SEAL



CONSTRUCTION NOTES:

SEE SHEET XX
STREET NAME



19032-WATER - LAYOUT

SHEET NO.	3
OF 3 SHEETS	3
PROJECT NO.	19032
ANGELVIEW	
SALIDA, CO	
EMMA LANE WATER	
WATER	
19032-WATER - LAYOUT	

DESIGNED BY	CITY OF SALIDA
APPROVED BY	
DRAWN BY	
CHECKED BY	AGENCY HEAD
DATE	
SCALE	1"=30'
BENCHMARK	
DATE	MAY, 2021

NO.	DATE	BY	REVISIONS



PREPARED BY: **CRABTREE GROUP INC.**
 ENGINEERING, SMART GROWTH
 414 S STREET, SUITE 200
 414 S CHRYSLER ROAD
 PHOENIX, AZ 85004
 PH: 602-952-1074
 FAX: 602-952-1075

PREPARED FOR: _____
 PHONE: _____
 DATE: _____
 PREPARED UNDER THE DIRECTION OF:
 WILLIAM B. HUEY, LICENSE NO. 56889
 DATE: 10/21/21

OWNER'S NOTES TO CONTRACTOR:
 THE LOCATION OF THE WATER MAIN IS SHOWN IN THIS PLAN. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND WATER MAINS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND WATER MAINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND WATER MAINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND WATER MAINS.

Exhibit C

Engineer's Opinion of Probable Cost					
Angelview Phase 3					
Prepared Using Unit costs from: Crabtree Group, Inc.					
Owner: Harder Diesslin Development Group LLC.					
Item	Qty	Unit	Description	Unit Cost	Total Cost
Road					
1	34	LF	Sawcut Asphalt To Provide Clean Edge For Paving	\$ 4.00	(Owned by HOA)
2	4	SY	Remove & Dispose of Existing (Sawcut) Asphalt	\$ 4.00	
3	392	LF	Furnish & Install 30" "Catch" Curb & Gutter	\$ 33.00	
4	0	EA	Construct Curb Opening	\$ 300.00	
5	0	LF	Furnish & Install 4' Wide Concrete Ribbon Gutter	\$ 35.00	
6	0	SY	Furnish & Install 6" Thick Patterned Concrete Crosswalk	\$ 125.00	
7	740	SY	Furnish & Install 3" Thick AC Paving Over 6" Class 6 Agg Base	\$ 32.00	
8	217	SY	Furnish & Install 4" Thick Concrete Sidewalk Over 4" Class 6 Agg Base	\$ 70.00	
			Subtotal	\$	-
Sewer					
9	0	EA	Furnish & Install 48" Diameter Manhole in existing 24" trunk main	\$ 6,000.00	\$ -
10	0	EA	Furnish & Install 48" Diameter Manhole	\$ 4,500.00	\$ -
11	196	LF	Furnish & Install 8" Diameter PVC Sewer Main	\$ 65.00	\$ 12,740.00
					\$ -
12	16	EA	Furnish & Install 4" Diameter PVC Sewer Service At 2%	\$ 1,200.00	\$ 19,200.00
			Subtotal	\$	31,940.00
Water					
13	1	EA	Connect To Existing Water Main With Appropriate Appurtenances	\$ 500.00	\$ 500.00
14	2	EA	Furnish & Install 12" X 8" Tee	\$ 1,200.00	\$ 2,400.00
15	196	LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 11,760.00
65	0	EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ -
66	0	EA	Furnish & Install 8" X 8" Tee	\$ 1,000.00	\$ -
67	0	EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ -
68	0	EA	Furnish & Install 8" Plug	\$ 800.00	\$ -
70	8	EA	Furnish & Install 3/4" edge lot duplex water service tap assembly	\$ 2,500.00	\$ 20,000.00
70A	0	EA	Furnish & Install 3/4" single water service tap assembly	\$ 1,500.00	\$ -
71	0	EA	Furnish & Install Duplex Water Service Tap Assembly	\$ 2,500.00	\$ -
			Subtotal	\$	34,660.00
					Phase 1
			Civil Construction Total	\$	66,600.00
			Contingency (25%)	\$	16,650.00
			Total with Contingency	\$	83,250.00

Engineer's Opinion of Probable Cost					
Angelview Phase 4					
Prepared Using Unit costs from: Crabtree Group, Inc.					
Owner: Harder Diesslin Development Group LLC.					
Item	Qty	Unit	Description	Unit Cost	Total Cost
Road					
1	34	LF	Sawcut Asphalt To Provide Clean Edge For Paving	\$ 4.00	Owned by HOA
2	4	SY	Remove & Dispose of Existing (Sawcut) Asphalt	\$ 4.00	
3	984	LF	Furnish & Install 30" "Catch" Curb & Gutter	\$ 33.00	
4	0	EA	Construct Curb Opening	\$ 300.00	
5	34	LF	Furnish & Install 4' Wide Concrete Ribbon Gutter	\$ 35.00	
6	19	SY	Furnish & Install 6" Thick Patterned Concrete Crosswalk	\$ 125.00	
7	1858	SY	Furnish & Install 3" Thick AC Paving Over 6" Class 6 Agg Base	\$ 32.00	
8	393	SY	Furnish & Install 4" Thick Concrete Sidewalk Over 4" Class 6 Agg Base	\$ 70.00	
			Subtotal	\$	-
Sewer					
9	1	EA	Furnish & Install 48" Diameter Manhole in CR 120 ROW	\$ 6,000.00	\$ 6,000.00
10	1	EA	Furnish & Install 48" Diameter Manhole	\$ 4,500.00	\$ 4,500.00
11	196	LF	Furnish & Install 8" Diameter PVC Sewer Main	\$ 65.00	\$ 12,740.00
					\$ -
12	16	EA	Furnish & Install 4" Diameter PVC Sewer Service At 2%	\$ 1,200.00	\$ 19,200.00
			Subtotal	\$	42,440.00
Water					
13	1	EA	Connect To Existing Water Main With Appropriate Appurtenances	\$ 500.00	\$ 500.00
14	1	EA	Furnish & Install 12" X 8" Tee	\$ 1,200.00	\$ 1,200.00
15	492	LF	Furnish & Install 8" Diameter PVC Water Main	\$ 60.00	\$ 29,520.00
65	4	EA	Furnish & Install 8" Gate Valve with box and concrete collar	\$ 1,200.00	\$ 4,800.00
66	1	EA	Furnish & Install 8" X 6" Tee	\$ 1,000.00	\$ 1,000.00
67	1	EA	Furnish & Install 6" Fire Hydrant Assembly	\$ 6,500.00	\$ 6,500.00
68	1	EA	Furnish & Install 8" Plug	\$ 800.00	\$ 800.00
70	8	EA	Furnish & Install 3/4" edge lot duplex water service tap assembly	\$ 2,500.00	\$ 20,000.00
70A	0	EA	Furnish & Install 3/4" single water service tap assembly	\$ 1,500.00	\$ -
71	0	EA	Furnish & Install Duplex Water Service Tap Assembly	\$ 2,500.00	\$ -
			Subtotal	\$	64,320.00
					Phase 1
			Civil Construction Total	\$	106,760.00
			Contingency (25%)		26690
			Total with Contingency	\$	133,450.00

Exhibit D



PROPOSED 3 WEEK CONSTRUCTION SCHEDULE - May 2021

DESCRIPTION	WEEK 1							WEEK 2							WEEK 3							COMMENTS
	M	T	W	T	F	M	T	M	T	W	T	F	M	T	M	T	W	T	F			
DATE	19	20	21	22	23	26	27	28	1	2	5	6	7	8	9							
Angel View Phase 3 W&S																Complete Prior						
Mobilize																"						
Expose Sewer Main																"						
Tie-in to Sewer Main																"						
Run Sewer Main Emma																"						
Install Sewer Taps Emma																"						
Install Water Main Emma Ln																"						
Install Water Taps Emma Ln																"						
Final Acceptance																Testing complete Awaiting final sign off						

PROPOSED 3 WEEK CONSTRUCTION SCHEDULE - June 2021

DESCRIPTION	WEEK 1							WEEK 2							WEEK 3							COMMENTS
	M	T	W	T	F	M	T	M	T	W	T	F	M	T	M	T	W	T	F			
DATE	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30							
Angel View Phase 4																						
Install Sewer Main Emma Lane																						
Install Sewer Main Sheperd	x	x	x	x	x	Complete																
Install Taps Emma Lane						Complete																
Install Taps Sheperd Rd						x	x	x	x	x												
Set & Connect MH CR 140						x																
Install Sewer South on Sheperd																Wait for Final AV X Design						
Install Water Main Emma Ln						Complete										Wait for final AV X Design						
Install Water South on Sheperd																Wait until foundations are complete phase 4						
Install Remaining Water Taps																						
Final Acceptance Water/Sewer															x	Phase 4 Mains Complete						

