

COMPENSATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____ between THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY", and TRAILS WEST DEVELOPMENT, LLC., 105 Emerald Drive, Billings, MT 59105, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H

WHEREAS, the CITY'S Water/Wastewater Extension Policy outlines the procedure and criteria the CITY uses in approving extensions of the public water and wastewater systems; and

WHEREAS, the CITY'S Utilities Fees Practice outlines how the CITY participates in construction of various water and wastewater facilities and applies water and wastewater system development fees to developments; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement; and

WHEREAS, DEVELOPER has agreed to extend water and wastewater facilities for the purpose of providing service through plans and specifications approved by the City on the _____ day of _____, 20____. Said plans and specifications generally provide for the construction of water and wastewater facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining compensation for a portion of the water and wastewater facilities hereafter described; and

WHEREAS, the CITY is desirous of compensating the DEVELOPER for a portion of such water and wastewater facilities.

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

1. The water and wastewater facilities which are eligible for compensation to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.
2. With respect to DEVELOPER'S entitlement to compensation, the CITY and DEVELOPER agree that the conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any compensation. Said conditions are:
 - (a) The extent, timing, and manner of the CITY'S participation in a water and/or wastewater facilities extension or replacement is determined in conformance with the CITY'S Water/Wastewater Extension Policy and the CITY'S Utilities Fees Practice. Extensions or replacements not eligible for compensation according to these CITY policies and practices must be constructed by the DEVELOPER at his expense.
 - (b) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the water and wastewater facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.
 - (c) Upon completion of the extension or replacement of the water and wastewater facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.
 - (d) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing compensation to DEVELOPER.

- (e) Extension or replacement of water and wastewater facilities eligible for compensation must comply with all city, state and federal laws, rules and regulations including, but not limited to, standards for design and construction, competitive bidding and contract requirements for cities, prevailing wage rates, and non-discrimination requirements.

DEVELOPER agrees that it will not be entitled to any compensation whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein may, at the option of the CITY, result in denial of any and all compensation to the DEVELOPER.

- 3. In addition, it is expressly agreed that any compensation is conditioned upon the following:
 - (a) Compensation is limited to costs attributable to water and wastewater facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will compensation exceed the actual cost to the DEVELOPER of extending or replacing the water and wastewater facilities.
 - (b) Compensation shall not include any interest charges.

Acceptance of the water and wastewater facilities for purposes of compensation as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the CITY and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

- 4. Compensation does not apply to additional extensions or replacements of the water and/or wastewater facilities described in Exhibit 1 without prior authorization from the CITY. Compensation shall be based upon the final total project costs.
- 5. The address for mailing compensation to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Director of the City of Billings at P.O. Box 1178, Billings, MT 59103. The designation of a new address shall be accompanied by a copy of this agreement.
- 6. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this _____ day of _____, 20__.

CITY:

CITY OF BILLINGS

By: _____

Its: _____

ATTEST:

City Clerk

DEVELOPER:

TRAILS WEST DEVELOPMENT, LLC

By: 

Its: 

EXHIBIT 1
Grand Avenue Improvements
From 58th Street West to Future Wilderness Drive

Sanitary Sewer Improvements

ITEM NO.	EST. QTY	DESCRIPTION	UNIT	CITY COMPENSATION
101	1 LS	Stormwater Management and Erosion Control	\$3,200.00 / LS =	\$3,200.00
102	1 LS	Dewatering	\$60,800.00 / LS =	\$60,800.00
103	1 LS	Traffic Control	\$8,900.00 / LS =	\$8,900.00
104	1,273 SY	Remove Existing Asphalt and Dispose Offsite	\$3.30 / SY =	\$4,200.90
105	1 EA	Connect to Existing Sanitary Sewer Manhole	\$2,800.00 / EA =	\$2,800.00
106	1 EA	Basic Sanitary Sewer Manhole	\$2,150.00 / EA =	\$2,150.00
107	9.8 VF	Extra Depth Sanitary Sewer Manhole	\$140.00 / VF =	\$1,372.00
108	461 LF	18-inch Sanitary Sewer Pipe	\$53.00 / LF =	\$24,433.00
109	1 EA	18-inch Cap	\$230.00 / EA =	\$230.00
113	171 CY	Type 2 Bedding	\$23.00 / CY =	\$3,933.00
125	1,273 SY	Asphalt Restoration	\$51.00 / SY =	\$64,923.00
		Sub Total Sanitary Sewer Compensation		\$176,941.90

Water Improvements

ITEM NO.	EST. QTY	DESCRIPTION	UNIT PRICE	CITY COMPENSATION
114	1 LS	Connect to Existing 20-inch Water Main Stub	\$2,900.00 / LS =	\$2,900.00
115	406 LF	20-inch Ductile Iron Water Main Pipe	\$88.00 / LF =	\$35,728.00
116	1 EA	20-inch Butterfly Valve	\$6,760.00 / EA =	\$6,760.00
118	1 EA	20-inch Plug and Thrust Block	\$1,030.00 / EA =	\$1,030.00
119	1 EA	Fire Hydrant Assembly on 20-inch Main	\$6,000.00 / EA =	\$6,000.00
		Sub Total Water Compensation		\$52,418.00

	Total Water and Sewer Compensation		\$229,359.90
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PROJECT: Private Contract No. 617 - Grand Avenue
 S.S. PROJECT NO.: 05051.03

BID TABULATION
 BID DATE: April 14, 2010
 BID TIME: 2:00 p.m.

4/14/2010

BY: SANDERSON STEWART
 FOR: Trails West Development, LLC

ITEM NO.	EST. QTY.	DESCRIPTION	Engineer's Estimate		Williams Civil Division, Inc.		Western Municipal Const.		COP Construction LLC	
			UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
BASE BID										
100	1 LS	Mobilization and Insurance	26,380.00 / LS =	26,380.00	15,500.00 / LS =	15,500.00	13,800.00 / LS =	13,800.00	14,700.00 / LS =	14,700.00
101	1 LS	Storm Water Management and Erosion Control	3,800.00 / LS =	3,800.00	3,200.00 / LS =	3,200.00	1.00 / LS =	1.00	1,950.00 / LS =	1,950.00
102	1 LS	Dewatering	27,660.00 / LS =	27,660.00	60,800.00 / LS =	60,800.00	75,300.00 / LS =	75,300.00	28,500.00 / LS =	28,500.00
103	1 LS	Traffic Control	5,000.00 / LS =	5,000.00	8,900.00 / LS =	8,900.00	13,200.00 / LS =	13,200.00	10,000.00 / LS =	10,000.00
104	1,273 SY	Remove Existing Asphalt and Dispose Offsite	4.50 / SY =	5,728.50	3.30 / SY =	4,200.90	2.65 / SY =	3,373.45	4.00 / SY =	5,092.00
105	1 EA	Connect to Existing Sanitary Sewer Manhole	3,500.00 / EA =	3,500.00	2,800.00 / EA =	2,800.00	3,750.00 / EA =	3,750.00	7,000.00 / EA =	7,000.00
106	2 EA	Basic Sanitary Sewer Manhole	2,800.00 / EA =	5,600.00	2,150.00 / EA =	4,300.00	2,500.00 / EA =	5,000.00	3,500.00 / EA =	7,000.00
107	13.2 VF	Extra Depth Sanitary Sewer Manhole	125.00 / VF =	1,650.00	140.00 / VF =	1,848.00	80.00 / VF =	1,056.00	65.00 / VF =	858.00
108	461 LF	18-inch Sanitary Sewer Pipe	95.00 / LF =	43,795.00	53.00 / LF =	24,433.00	118.00 / LF =	54,398.00	180.00 / LF =	82,980.00
109	1 EA	18-inch Cap	550.00 / EA =	550.00	230.00 / EA =	230.00	300.00 / EA =	300.00	395.00 / EA =	395.00
110	66 LF	8-inch Sanitary Sewer Pipe	45.00 / LF =	2,970.00	28.00 / LF =	1,848.00	127.00 / LF =	8,382.00	90.00 / LF =	5,940.00
111	5 LF	4-inch LPSS Pipe	20.00 / LF =	100.00	20.00 / LF =	100.00	100.00 / LF =	500.00	10.00 / LF =	50.00
112	1 EA	4-inch Cap	250.00 / EA =	250.00	13.00 / EA =	13.00	10.00 / EA =	10.00	25.00 / EA =	25.00
113	171 CY	Type 2 Bedding	21.00 / CY =	3,591.00	23.00 / CY =	3,933.00	16.00 / CY =	2,736.00	18.00 / CY =	3,078.00
114	1 EA	Connect to Existing 20-inch Water Main Stub	3,500.00 / EA =	3,500.00	2,900.00 / EA =	2,900.00	1,880.00 / EA =	1,880.00	7,600.00 / EA =	7,600.00
115	406 LF	20-inch Ductile Iron Water Main Pipe	90.00 / LF =	36,540.00	88.00 / LF =	35,728.00	99.00 / LF =	40,194.00	146.00 / LF =	59,276.00
116	1 EA	20-inch Butterfly Valve	6,500.00 / EA =	6,500.00	6,760.00 / EA =	6,760.00	4,260.00 / EA =	4,260.00	5,000.00 / EA =	5,000.00
117	1 EA	20x20x8-inch Tee	2,800.00 / EA =	2,800.00	1,600.00 / EA =	1,600.00	1,800.00 / EA =	1,800.00	1,600.00 / EA =	1,600.00
118	1 EA	20-inch Plug and Thrust Block	1,800.00 / EA =	1,800.00	1,030.00 / EA =	1,030.00	1,850.00 / EA =	1,850.00	1,950.00 / EA =	1,950.00

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PROJECT: Private Contract No. 617 - Grand Avenue
 S.S. PROJECT NO.: 05051.03

BID TABULATION
 BID DATE: April 14, 2010
 BID TIME: 2:00 p.m.

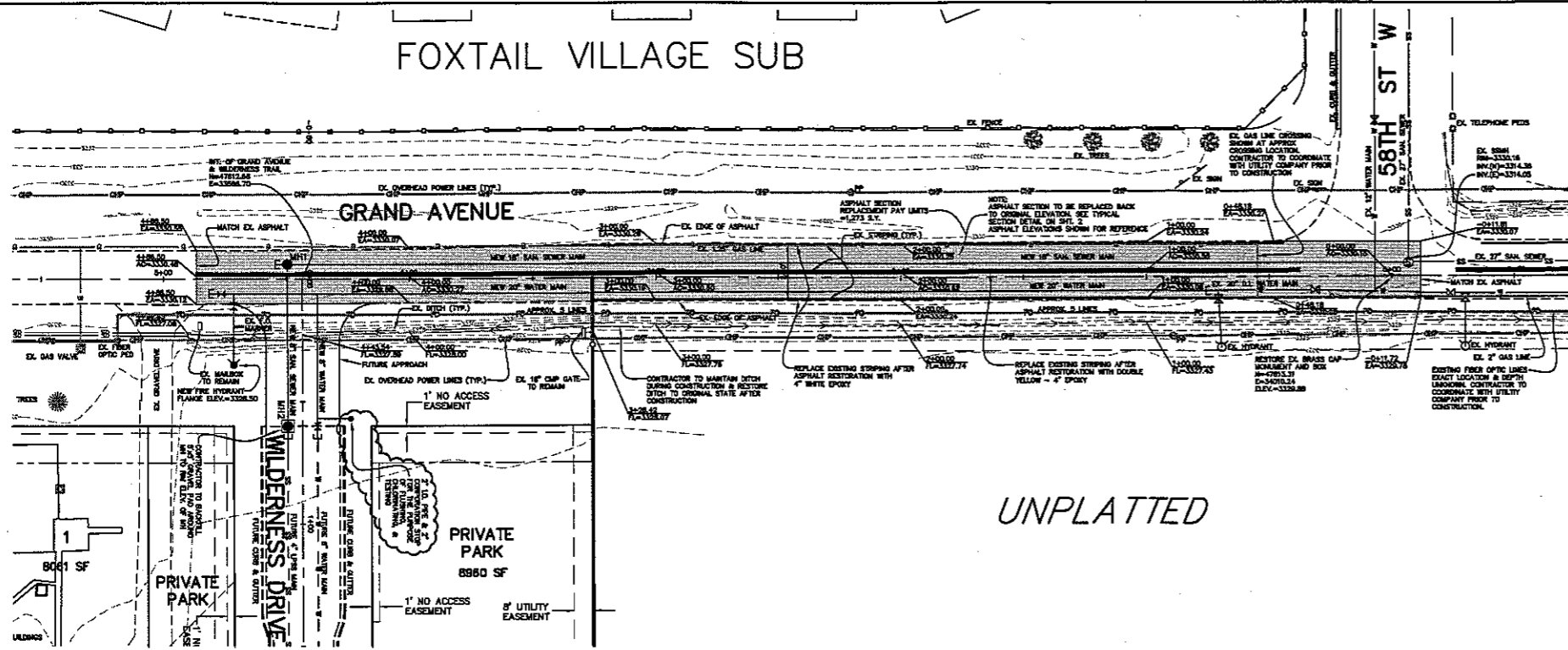
BY: SANDERSON STEWART
 FOR: Trails West Development, LLC

ITEM NO.	EST. QTY.	DESCRIPTION	Engineer's Estimate		Williams Civil Division, Inc.		Western Municipal Const.		COP Construction LLC	
			UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$	UNIT PRICE \$	TOTAL PRICE \$
119	1 EA	Fire Hydrant Assembly on 20-inch Main	5,300.00 / EA =	5,300.00	6,000.00 / EA =	6,000.00	6,270.00 / EA =	6,270.00	6,500.00 / EA =	6,500.00
120	59 LF	8-inch Water Main	36.00 / LF =	2,124.00	34.00 / LF =	2,006.00	53.00 / LF =	3,127.00	50.00 / LF =	2,950.00
121	1 EA	8-inch Gate Valve	1,250.00 / EA =	1,250.00	1,340.00 / EA =	1,340.00	1,240.00 / EA =	1,240.00	1,200.00 / EA =	1,200.00
122	1 EA	8-inch Plug and Thrust Block	400.00 / EA =	400.00	450.00 / EA =	450.00	170.00 / EA =	170.00	360.00 / EA =	360.00
123	1 EA	8x8x6-inch Tee	400.00 / EA =	400.00	650.00 / EA =	650.00	400.00 / EA =	400.00	450.00 / EA =	450.00
124	1 EA	Fire Hydrant Assembly on 8-inch Main	4,100.00 / EA =	4,100.00	3,700.00 / EA =	3,700.00	3,800.00 / EA =	3,800.00	4,500.00 / EA =	4,500.00
125	1,273 SY	Asphalt Restoration	40.00 / SY =	50,920.00	51.00 / SY =	64,923.00	46.00 / SY =	58,558.00	44.00 / SY =	56,012.00
TOTAL BASE BID				\$246,208.50		\$259,192.90		\$305,355.45		\$314,966.00

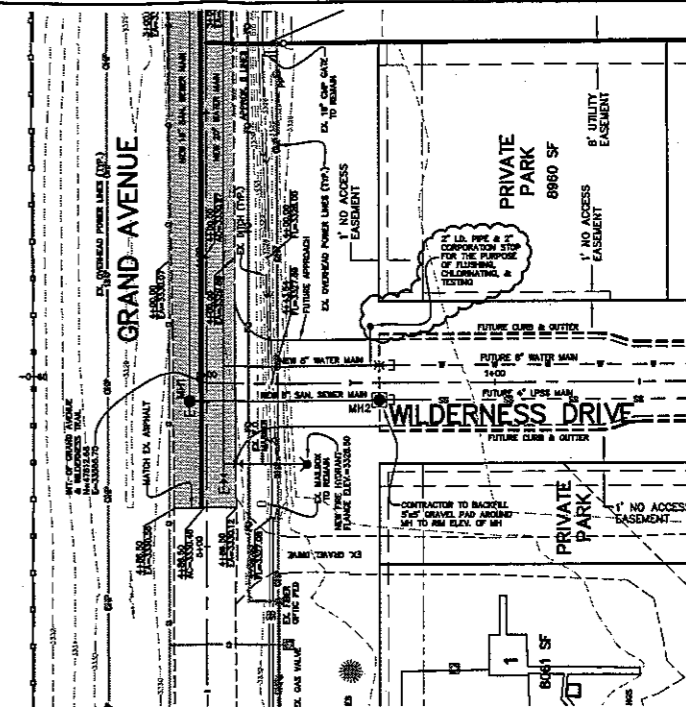
c: Engineer, Owner, Bid Tabs Book

4/14

FOXTAIL VILLAGE SUB



UNPLATTED



SCALE
PLAN : 1" = 30'
PROFILE
HORIZ. : 1" = 30'
VERT. : 1" = 5'

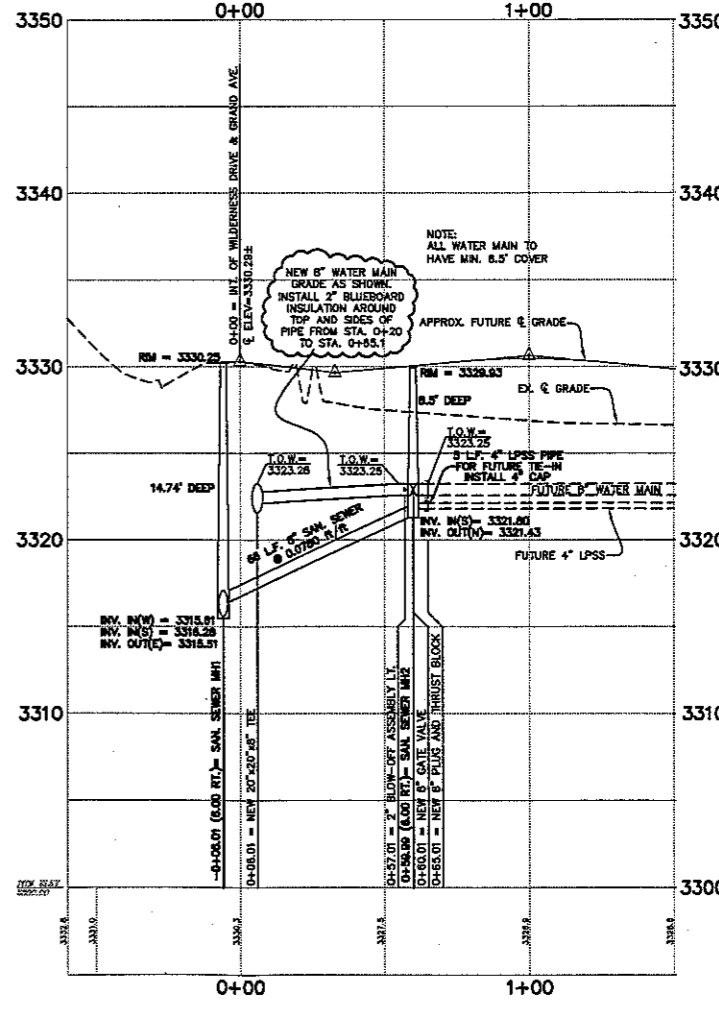
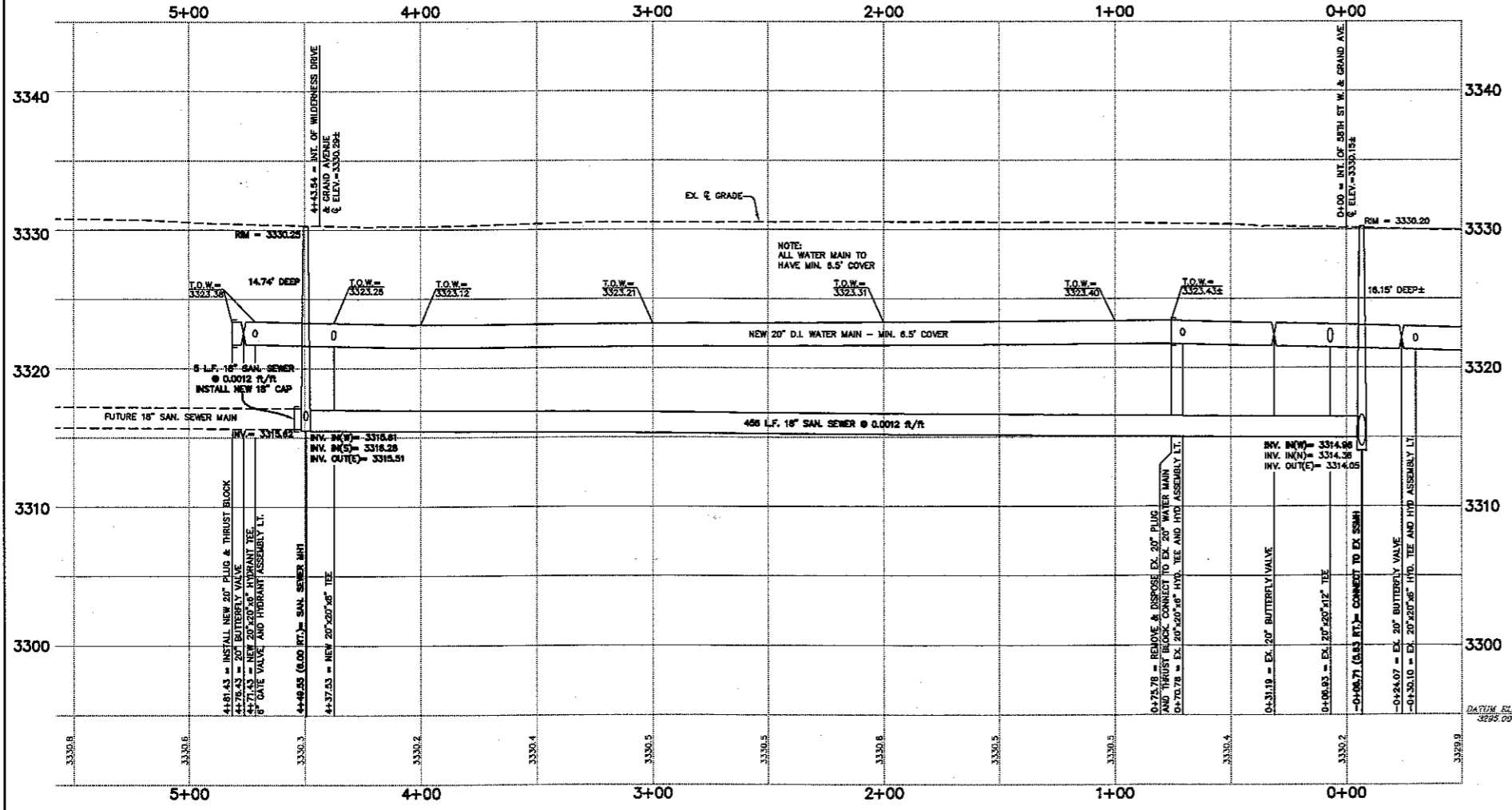


NOTE:
-EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.
-ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 5TH EDITION, MARCH, 2003, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS, DATED MARCH, 2006; CITY OF BILLINGS STANDARD MODIFICATIONS MANUAL UPDATES, JUNE 3, 2008
-UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.

ISSUED FOR CONSTRUCTION

4/4

SANDERSON STEWART
www.sandersonstewart.com



PRIVATE CONTRACT NO. 617
TO PROVIDE WATER AND SANITARY SEWER IMPROVEMENTS
IN GRAND AVENUE FROM 58TH STREET WEST TO FUTURE WILDERNESS DRIVE
BILLINGS, MONTANA
PLAN AND PROFILE - GRAND AVENUE - STA. 0+00 TO 5+50
PLAN AND PROFILE - WILDERNESS TRAIL - STA. 0+00 TO 1+50

CAD: ATV
DATE: 03/31/10
REVISIONS: 04/21/10
APPROVED BY: WMR
QUALITY ASSURANCE:
TB - 03/28/10

SCALE: AS SHOWN
FILE: GRAND_AVE_PRO
PROJECT NO.: 05051.03
SHEET 3 OF 4