

**GATEWAY IMPROVEMENTS FUNDING AGREEMENT**  
(Denver Connection West Detention Improvements)

THIS GATEWAY IMPROVEMENTS FUNDING AGREEMENT (this “**Agreement**”) is made by and among **WILLIAM LYON HOMES, INC.**, a California corporation (the “**Developer**”), and the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “**City**”). The City and the Developer are sometimes individually referred to herein as a “**Party**” and together as the “**Parties**.”

**RECITALS:**

- A. Developer is the developer of a project located in the City, commonly known as Denver Connection West (“**Denver Connection West**”).
- B. Developer owns that property as described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).
- C. The Property is located within the “**Gateway Impact Fee Assessment Area**” as shown on Exhibit B attached hereto and incorporated herein by reference.
- D. Gateway Impact Fee Ordinance 863, Series 2000 (October 2000) (“**Impact Fee Ordinance**”), provides for the collection of Impact Fees to finance regional infrastructure within the Gateway Impact Fee Assessment Area. The impact fees are designed to collect sufficient revenues to pay for each landowner’s proportional share of capital costs associated with specific facilities, such as major arterial roads, fire stations, regional parks and trails facilities and regional drainage improvements. The improvements to be financed with impact fees are for the benefit of more than one property.
- E. A financing study related to the Gateway Impact Fee Assessment Area has been filed with the City Clerk at File No. 00-910-A on October 12, 2000, and contains an aggregation of sites into development subareas with development potential that would create the need for new capital improvements; standards for level of service for the capital facilities and infrastructure to be fully or partially funded with impact fees; proposed subarea project lists, cost estimates and funding sources; and methodology and supporting documentation calculation impact fees (the “**Gateway Infrastructure Financing Study**”).
- F. Section 50-59(c) of the Revised Municipal Code provides that a property owner may elect to construct a capital improvement listed in the Gateway Infrastructure Financing Study upon prior approval of the City. The City shall review the capital improvement, verify costs and time schedules, determine if the capital improvement is an eligible improvement, and determine the amount of the applicable credit (the “**Gateway Credit**”) for such capital improvement to be applied to the otherwise applicable impact fees.
- G. The Developer, following approval by the City, has elected to construct the Chambers I pond in the Irondale Gulch drainage area, as set forth in the Gateway Infrastructure Financing Study, which is a regional detention facility and outflow structure (the “**Detention Improvements**”) on the Property, as shown on the Detention Project Plans (as defined below).

H. The Detention Improvements shall be subject to certain cash payments and impact fee credits from the City pursuant to Section 50-59(c) of the Revised Municipal Code and the terms of this Agreement, which credits shall be payable to the Developer.

I. Premier Earthwork and Infrastructure, Inc., a Colorado Corporation (the “**Detention Contractor**”) has been engaged by Developer to construct the Detention Improvements that are identified on Exhibit C (the “**Detention Project Plans**”).

J. In order to effectuate the intentions of the Parties, and in furtherance of the City’s improvements within the Gateway Impact Fee Assessment Area, the City is prepared to make available to the Developer certain funds and fee credits for the purpose of undertaking construction of the Detention Improvements.

K. Pursuant to the terms of this Agreement, the City shall appropriate certain funds allocated for Irondale Gulch Improvements to construct the Detention Improvements in the amount of Five Hundred Thousand Dollars (\$500,000) (the “**Gateway Detention Funds**”) and to provide certain fee credits to the Developer in relation to the construction of the Detention Improvements in the amount of Nine Hundred Thousand Dollars (\$900,000) (the “**Gateway Detention Credits**”).

L. The Developer is qualified, experienced, willing, and able to undertake all liabilities, obligations, and responsibilities associated with completing the Detention Improvements, as more particularly described herein, and under the terms and conditions specified in this Agreement.

#### AGREEMENTS:

In consideration of the above premises, and the mutual promises and covenants contained herein, the Parties agree as follows:

#### 1. COMPLIANCE WITH SECTION 50-59(C) OF THE REVISED MUNICIPAL CODE.

A. Detention Costs. The estimated cost of the Detention Improvements is Two Million Thirty-Two Thousand Four Hundred Forty-Five and no/100 Dollars (\$2,032,445.00).

B. Schedule of Completion . The Detention Improvements are scheduled to be completed by May of 2018.

C. City Standards. The Detention Improvements shall be completed to City standards as determined by the City’s Manager of Public Works (“**Manager**”).

D. Dedication. After completion, the Detention Improvements shall be conveyed by Developer to the Denver Connection West Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado (the “**District**”) for ownership and maintenance until such time as another appropriate entity, which is approved by the City, assumes such responsibility.

E. **Cooperation.** The Developer shall cooperate with the City in relation to the City's review of the Detention Improvements, and verification of the costs and time schedules, in order for the City to reach a determination that the Detention Improvements are eligible improvements for purposes of Section 50-59(c) of the Revised Municipal Code.

F. **City Funding.** The City has determined that the amount of the applicable City contribution for the Drainage Improvements shall total One Million Four Hundred Thousand Dollars (\$1,400,000) comprised of Five Hundred Thousand Dollars (\$500,000) in City funds and Nine Hundred Thousand Dollars (\$900,000) in impact fee credits, unless a different amount is agreed to by the Parties.

## 2. LIAISON.

A. **City Representative.** The Manager is vested with the City's authority to act on behalf of the City under this Agreement. The Manager hereby designates the City Engineer as the City Project Manager for the purpose of directing and administering the City's involvement under this Agreement, including, if applicable, all approvals, inspections, and actions not expressly reserved herein to the Manager. The Manager may change those designations at any time by providing written notice to the Developer of such change.

B. **Developer Representative.** The Developer designates Robert Johnson as its representative under this Agreement who, as a result, is authorized for carrying out the Developer's obligations and responsibilities and exercising its rights and powers under this Agreement, including all Project administration, construction obligations and responsibilities (the "**Developer Representative**"). The identity of the Developer Representative may change at any time by providing written notice to the City of such change.

## 3. PROJECT FUNDING.

A. **Project Budget.** A Project cost estimate and budget for the completion of the Detention Improvements, including design, construction and administration, as mutually established by the Parties and based on the Project Plans, is attached hereto as **Exhibit D** and incorporated herein by this reference (the "**Project Budget**").

B. **Gateway Detention Funds.** After execution of this Agreement, and acceptance of the Detention Improvements by the City, the City shall pay Developer the sum of Five Hundred Thousand Dollars (\$500,000) to partially reimburse Developer for costs of constructing the Detention Improvements from funds it has for Gateway Area detention improvements.

C. **Gateway Detention Credits.** After the Effective Date of this Agreement, at the time of each application for a building permit by the Developer for the Property, the City shall grant to the Developer credits for applicable impact fees pursuant to the Impact Fee Ordinance, the cost of which is to be deducted from the Nine Hundred Thousand Dollars (\$900,000) Gateway Detention Credits, which the Developer acquired for constructing the Detention Improvements. The total amount of impact fees to be credited to the Developer shall not exceed Nine Hundred Thousand Dollars (\$900,000). Both Parties shall keep track of the use of the credits, and at the end of full build out of the project, the Parties shall reconcile the amount of the credits utilized by the Developer. If Gateway Detention Credits remain after Developer's full

build out of the Property, the City shall pay the Developer the amount of such additional credits as funds become available. Conversely, if the Gateway Detention Credits are insufficient to cover all required impact fees for full development of the Property, the Developer shall make cash payment for such impact fees after exhausting all of the Gateway Detention Credits. Developer shall pay impact fees at the applicable rate at the time the building permit is obtained.

#### **4. PROJECT COMPLETION RESPONSIBILITIES.**

A. In accordance with the terms and conditions of this Agreement, the Developer shall perform or cause to be performed all work effort necessary to complete the Detention Improvements in accordance with the approved Detention Project Plans. Also in accordance with the terms and conditions of this Agreement, the Developer shall be solely responsible for ensuring that all work necessary to construct the Detention Improvements is performed in a manner that complies with all applicable City, State and Federal laws, ordinances, rules and regulations and Department of Public Works design standards and that, upon completion, the Project is inspected and finally accepted by the City, as provided for herein (with the City being bound to proceed in accordance with its generally prevailing ordinances, rules, regulations and procedures that are applicable in that regard).

#### **5. TERM AND TERMINATION.**

A. Term. The term of this Agreement shall commence on the Effective Date written on the City signature page, and shall expire, unless earlier terminated hereunder, upon completion and acceptance of the Detention Improvements by the District and the City, and the completion of the required payments and credits hereunder to the Developer from the City; however, any construction warranty requirements hereunder applicable to the Gateway Detention Improvements will survive the expiration of the term and remain in full force and effect thereafter. Developer agrees to enforce such warranties or assist the District and the City in enforcing such warranties, as appropriate.

B. Termination. The City may terminate this Agreement, on fifteen (15) days written notice for cause if the Developer fails to comply in any material respect with any term or condition contained herein, or if the Developer fails to exercise due diligence in the prosecution of the construction of the Detention Improvements, subject to delays due to force majeure. The Developer shall have the right, however, to cure any such default or failure at any time before the expiration of fifteen (15) days following notice of such default or failure (or, if the default or failure cannot reasonably be cured within fifteen (15) days, then such longer period as may be reasonably necessary to cure such default or failure if the Developer commences such cure within such fifteen (15) days and diligently prosecutes it to completion thereafter).

#### **6. INSURANCE.**

A. Types of Insurance. The Developer shall maintain insurance, or shall cause the contractor to maintain insurance, in amounts and coverage terms acceptable to the City's Risk Manager for the term of this Agreement, provided that the Developer will not be required to duplicate coverages maintained through the Detention Contractor. Said insurance shall be consistent with the City's requirements for a like construction contract.

**7. NOTICES.**

Any notice given hereunder shall be in writing and delivered by hand or sent by U.S. certified or registered mail, and shall be deemed given when hand delivery is completed or two (2) business days after deposit in the U.S. mails, as applicable, in each case to the applicable address(es) set forth below.

Any notice to the City shall be addressed to:

Office of the Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

With a copy to:

City Attorney  
City and County of Denver  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

With a copy to:

Manager of Public Works  
City and County of Denver  
201 West Colfax Avenue, Dept. 608  
Denver, Colorado 80202

Any notice to William Lyon Homes shall be address to:

William Lyon Homes, Inc.,  
400 Inverness Parkway, Suite 350  
Englewood, CO 80112  
Attention: Robert Johnson

Either Party may change its address from time to time by notice in writing to the other Party in accordance with the foregoing provisions.

**8. CONFLICT OF INTEREST.** The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Developer further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

**9. NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed to that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the City and the Developer that any person other than the City and the Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**10. SUBJECT TO LOCAL LAWS, VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and also the provisions of the

Charter, Ordinances and Rules and Regulations adopted by the City that are not in conflict with the terms of this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

**11. DISPUTES.** All disputes of any nature whatsoever regarding this Agreement, including but not limited to disputes concerning payment or breach or default of this Agreement, shall be ultimately resolved by administrative hearing pursuant to D.R.M.C. Section 56-106. For the purposes of this procedure, the City official rendering a final determination shall be the Manager of Public Works.

**12. TIME IS OF THE ESSENCE.** The Parties agree that in the performance of the terms, conditions and requirements of this Agreement, time is of the essence.

**13. REASONABLENESS OF CONSENT OR APPROVAL.** Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of any Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

**14. SECTION HEADINGS.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**15. NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval or attempted execution of this Agreement.

**16. EXECUTION OF AGREEMENT.** This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until fully executed by all signatories of the Parties, as set forth in the signature blocks at the end hereof.

**17. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendments shall have any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective only when approved by the Parties and executed in the same manner as this Agreement. City Council approval of an amendment shall not be necessary unless required by the City Charter.

**18. LEGAL AUTHORITY.** Each Party represents that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, and any other requisite approvals, to enter into this Agreement.

**19. APPROPRIATIONS.** All obligations of the City under this Agreement are subject to the prior appropriation of funds by the City Council and encumbered and paid into the City Treasury for such purposes (the "City Appropriations").

**20. REMEDIES.** If any Party is in default hereunder, the non-defaulting Party(ies) may seek specific performance, mandamus, or other appropriate relief, whether legal or equitable, to compel the performance and observance of the defaulting Party's(ies) obligations hereunder. Each Party waives any right to damages against the other Party(ies) so long as other remedies provide the full redress for injuries suffered.

**21. NO DISCRIMINATION.** In connection with the performance of work under this Agreement, the Developer agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

**22. CITY EXECUTION OF AGREEMENT.** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by the Denver City Council and fully executed by all signatories of the City and County of Denver. This Agreement shall be effective as of the date set forth on the City signature page.

**23. EXAMINATION OF RECORDS.** The Developer agrees that any duly authorized representative of the City, including the City Auditor and any of his designated representatives, until the expiration of three years after final payment or credit received under this Agreement, shall have access to and the right to examine any directly pertinent books, documents and records of the Developer and each of its contractors involving matters directly related to this Agreement.

**24. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Developer consents to the use of electronic signatures by the City for the execution of this Agreement. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner determined by the City, and such electronic signature(s) will be binding on the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE TO GATEWAY IMPROVEMENTS AGREEMENT]**

IN WITNESS WHEREOF, the Parties have executed this "Gateway Improvements Funding Agreement (Denver Connection West Detention Improvements)" as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date").

CITY AND COUNTY OF DENVER, a  
Colorado municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Its: \_\_\_\_\_

RECOMMENDED AND APPROVED:

By: \_\_\_\_\_

Its: \_\_\_\_\_

REGISTERED AND COUNTERSIGNED:


By: \_\_\_\_\_

Its: \_\_\_\_\_

[Signature blocks continue on following page]



**WILLIAM LYON HOMES, INC., a**  
California corporation

By:   
Title: DIVISION PRESIDENT

**EXHIBIT A**  
Property



TRACT-AA, DENVER CONNECTION WEST –FILING NO. 1, RECORDED ON 8/12/2016  
AT RECEPTION NO. 2016106834 IN THE CLERK AND RECORDERS OFFICE IN THE  
CITY AND COUNTY OF DENVER, COLORADO.

**EXHIBIT B**  
Gateway Impact Fee Assessment Area

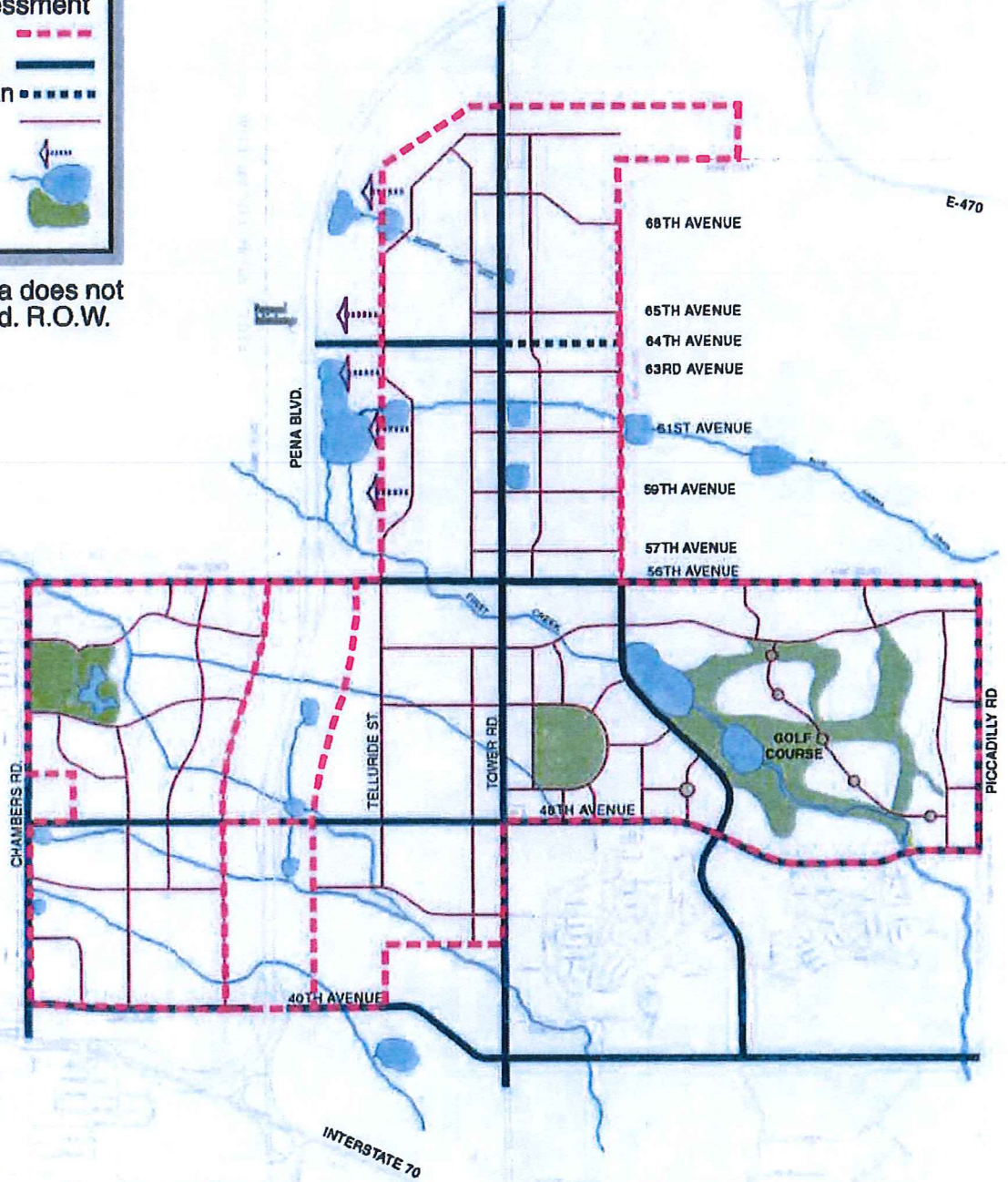
# GATEWAY

## IMPACT FEE ASSESSMENT AREA\*

**LEGEND**

- Impact Fee Assessment Area Boundary\* - - - -
- Arterial w/ Median —
- Arterial w/o Median - - - -
- Collector —
- View Corridor 
- Water 
- Parks 

\*Assessment Area does not include Pena Blvd. R.O.W.

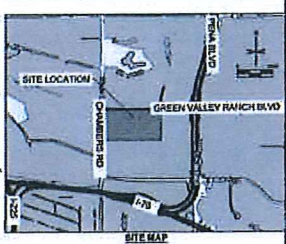


**EXHIBIT C**  
Detention Project Plans

| Sheet No. | Description   |
|-----------|---------------|
| 1.00      | GENERAL NOTES |
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# DENVER CONNECTION WEST NO. 1 CONSTRUCTION DOCUMENTS STORM AND DRAINAGE

SITUATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 86  
WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO  
LOCATED AT: 4500 CHAMBERS RD &  
18101 GREEN VALLEY RANCH BLVD.



**SITE SPECIFIC NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF DENVER STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.

**SEE GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF DENVER STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER.
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4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.

**STATE OF COLORADO:**

THE STATE OF COLORADO HAS ADOPTED THE METRIC SYSTEM OF MEASUREMENTS AND UNITS. THE CONTRACTOR SHALL USE METRIC UNITS FOR ALL DIMENSIONS AND QUANTITIES UNLESS OTHERWISE SPECIFIED.

**CITY AND COUNTY OF DENVER:**

THE CITY AND COUNTY OF DENVER HAS ADOPTED THE METRIC SYSTEM OF MEASUREMENTS AND UNITS. THE CONTRACTOR SHALL USE METRIC UNITS FOR ALL DIMENSIONS AND QUANTITIES UNLESS OTHERWISE SPECIFIED.

**PROJECT BOUNDARIES:**

THE PROJECT BOUNDARIES ARE SHOWN ON THE ATTACHED SITE MAP. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

**UTILITY AND STRUCTURE PROTECTION:**

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**ADJACENT PROPERTIES:**

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**ADDITIONAL NOTES:**

THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT. ANY DAMAGE TO EXISTING DRAINAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**GENERAL NOTES:**

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF DENVER STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.

**CONTRACTOR'S OBLIGATIONS:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER.

**PERMITS AND APPROVALS:**

THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER BEFORE BEGINNING WORK.

**PROTECTION OF EXISTING UTILITIES:**

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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**ADJACENT PROPERTIES:**

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



CALL CENTER INFORMATION  
CITY OF DENVER  
1-800-922-1887 or 811

City and County of Denver  
Development Services  
Bids Engineering

Checked for Original Compliance with applicable Denver  
Criteria, Plans, Regulations and Standards

APPROVED (if validly signed)

This approval becomes void if construction is not started  
within (1) year of the approval date.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

(Name Signature in Print) \_\_\_\_\_  
Katie Engineer

APPROVED AS TO FORM  
ENGINEERING CALCULATIONS, DRAWINGS, AND DESIGN  
ADVICE ARE ACCEPTED BASED UPON THE PROJECT  
DOCUMENTS ATTACHED & ALL OF SUBMITTAL

FOR AND ON THE BEHALF OF ENTITLEMENTS AND ENGINEERING  
SOLUTIONS, INC.

PROJECT NO: 2016-88PR-000005

PROJECT NAME:  
DENVER CONNECTION WEST - FILING NO. 1  
STORM AND DRAINAGE

|            |                    |       |        |
|------------|--------------------|-------|--------|
| DATE       | DESCRIPTION        | BY    | AMOUNT |
| 01/01/2016 | INITIAL BIDDING    | _____ | C5.00  |
| 01/01/2016 | ADDITIONAL BIDDING | _____ | C5.00  |
| 01/01/2016 | TOTAL BIDDING      | _____ | C5.00  |

CONTRACT NO. \_\_\_\_\_

DENVER CONNECTION WEST NO. 1

STORM AND DRAINAGE

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

AMOUNT: C5.00

**EXHIBIT D**  
Project Budget



**OPINION OF PROBABLE COST - CONCEPTUAL**

**Pond Work Only**

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding. Engineering Solutions, Inc. (ESI) makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Entitlement and Engineering Solutions, Inc.  
 518 17th Street, Suite 1575  
 Denver, CO 80202  
 Contact: Amanda M. O'Connor  
 Ph. 303-572-7997

Original Preparation: 4/19/2016  
 Revised: 10/24/2016  
 Project: William Lyon Hoi  
 Project Location: SEC of Chambers  
 Denver, CO  
 Project #: VII001.02

| DEMOLITION                                   | Quantity | Unit Price | Unit | Unit Cost   | Subtotal      | Cost Source                            |
|--|----------|------------|------|-------------|---------------|--|
| Removal of Walls (Rock/Concrete)             |          | \$11.00    | SF   | \$0.00      |               | 2012 CDOT 202-00150                    |
| Removal of Asphalt Paving                    |          | \$2.30     | SY   | \$0.00      |               | CDOT 202-00220                         |
| Removal of Concrete Ramp                     |          | \$250.00   | EA   | \$0.00      |               |  |
| Removal of Concrete Pavement                 |          | \$1.70     | SY   | \$0.00      |               | CDOT 202-00210                         |
| Removal of Sidewalk                          |          | \$8.60     | SY   | \$0.00      |               | CDOT 202-00200                         |
| Removal of Curb and Gutter                   |          | \$4.30     | LF   | \$0.00      |               | CDOT 202-00203                         |
| Removal of Bridge Railing                    |          | \$6.33     | LF   | \$0.00      |               | CDOT 202-00405                         |
| Removal of Brick Pavers                      |          | \$21.00    | SY   | \$0.00      |               | 2012 CDOT 202-00207                    |
| Removal of Tree                              |          | \$220.00   | EA   | \$0.00      |               | CDOT 202-00010                         |
| Removal of Riprap                            |          | \$38.00    | SY   | \$0.00      |               | 2012 CDOT 202-00027                    |
| Removal of Pedestrian light and base removal |          | \$600.00   | EA   | \$0.00      |               | Use CDOT 202-00700 plus CDOT 202-00705 |
| Removal of Existing Site Light Electrical    |          | \$3.20     | LF   | \$0.00      |               | 2012 CDOT 202-00040                    |
| Removal of Pipe                              |          | \$14.00    | LF   | \$0.00      |               | CDOT 202-00035                         |
| Removal of End Section                       |          | \$225.00   | EA   | \$0.00      |               | CDOT 202-00037                         |
| Removal of Inlet                             |          | \$590.00   | EA   | \$0.00      |               | CDOT 202-00019                         |
| Removal of Manhole                           |          | \$865.00   | EA   | \$0.00      |               | CDOT 202-00021                         |
| Removal of Pavement Marking                  |          | \$0.75     | SF   | \$0.00      |               | CDOT 202-00250                         |
| Removal of Fence                             |          | \$1.10     | LF   | \$0.00      |               | CDOT 202-01000                         |
| <b>SUBTOTAL</b>                              |          |            |      |             | <b>\$0.00</b> |  |
| SITE PREPARATION                             | Quantity | Unit Price | Unit | Unit Cost   | Subtotal      | Cost Source                            |
| Site Clear and Grub                          | 10.00    | \$2,625.00 | AC   | \$26,250.00 |               | CDOT 201-00001                         |



|                                 |       |            |    |             |                |
|---------------------------------|-------|------------|----|-------------|----------------|
| Site Stripping (Gravel)         |       | \$16.00    | CY | \$0.00      |                |
| Stock Pile and Re-Use Top Soils | 8,000 | \$7.40     | CY | \$59,200.00 | CDOT 207-00110 |
| Coffer Dam                      |       | \$50.00    | CY | \$0.00      | CDOT 506-00224 |
| Dewatering                      |       |            | LS | \$0.00      |                |
| Protect Utilities in Place      | 1     | \$5,000.00 | LS | \$5,000.00  |                |

**SUBTOTAL** **\$90,450.00**

| <b>EROSION CONTROL</b>             | <b>Quantity</b> | <b>Unit Price</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Subtotal</b>    | <b>Cost Source</b>         |
|------------------------------------|-----------------|-------------------|-------------|------------------|--------------------|----------------------------|
| Check Dam                          |                 | \$750.00          | LF          | \$0.00           |                    | CDOT 208-00040             |
| Concrete Washout                   |                 | \$900.00          | EA          | \$0.00           |                    | CDOT 208-00045             |
| Construction Fence                 |                 | \$2.00            | LF          | \$0.00           |                    |                            |
| Sand Bag - Curb Socks              |                 | \$4.50            | EA          | \$0.00           |                    | CDOT 208-00015             |
| Gravel Bag                         |                 | \$5.40            | LF          | \$0.00           |                    | CDOT 208-00034             |
| Diversion Dikes/Ditch              |                 | \$9.00            | LF          | \$0.00           |                    | 2012 CDOT 208-00001        |
| Earthen Berm                       |                 | \$2.40            | LF          | \$0.00           |                    | CDOT 208-00300             |
| Erosion Log (12")                  | 220             | \$3.60            | LF          | \$792.00         |                    | CDOT 208-00002             |
| Inlet Protection                   |                 | \$25.00           | EA          | \$0.00           |                    | CDOT 208-00051             |
| Pond Maintenance/Sediment Removal  | 80              | \$125.00          | HR          | \$10,000.00      |                    | CDOT 208-00103 + 208-00105 |
| Portable Toilet Protection         |                 | \$250.00          | EA          | \$0.00           |                    |                            |
| Rip Rap Stone                      |                 | \$63.00           | CY          | \$0.00           |                    | CDOT 506-00211             |
| Sediment Basin                     | 1               | \$3,000.00        | EA          | \$3,000.00       |                    | 2012 208-00030             |
| Sediment Trap                      |                 | \$875.00          | EA          | \$0.00           |                    | CDOT 208-00033             |
| Silt Fence                         |                 | \$1.10            | LF          | \$0.00           |                    | CDOT 208-00010             |
| Soil Retention Blanket (Temp)      |                 | \$2.30            | SY          | \$0.00           |                    | CDOT 216-00041             |
| Street Sweeping (Sediment Removal) |                 | \$130.00          | HR          | \$0.00           |                    | CDOT 208-00106             |
| Surface Roughening                 |                 | \$500.00          | AC          | \$0.00           |                    |                            |
| Stockpile management               | 4034            | \$0.69            | SY          | \$2,783.46       |                    | CDOT 213-00009             |
| Stabilized staging area            | 0               | \$4.48            | SY          | \$0.00           |                    | CDOT 208-00070             |
| Erosion Control Supervisor         | 15              | \$145.00          | DY          | \$2,175.00       |                    | CDOT 208-00206             |
| Seed at disturbed areas            | 10.0            | \$1,500.00        | AC          | \$15,000.00      |                    |                            |
| <b>SUBTOTAL</b>                    |                 |                   |             |                  | <b>\$33,750.46</b> |                            |

| <b>EARTHWORK</b>                       | <b>Quantity</b> | <b>Unit Price</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Subtotal</b> | <b>Cost Source</b>                |
|--|-----------------|-------------------|-------------|------------------|-----------------|-----------------------------------|
| Survey Services - Site Layout, Staking | 1               | \$8,000.00        | LS          | \$8,000.00       |                 |                                   |
| Geotechnical Inspection                | 1               | \$15,000.00       | LS          | \$15,000.00      |                 |                                   |
| Cut/Fill Onsite                        | 116,450         | \$2.50            | CY          | \$291,125.00     |                 |                                   |
| Rock Excavation (Class A)              |                 | \$310.00          | CY          | \$0.00           |                 | CDOT 211-00011                    |
| Import Fill                            |                 | \$10.00           | CY          | \$0.00           |                 |                                   |
| Import Fill (Structural Fill)          |                 | \$20.50           | CY          | \$0.00           |                 | CDOT 206-00100                    |
| Cut and Export Material                |                 | \$10.00           | CY          | \$0.00           |                 | (\$18.50 cy) plus \$6/cy trucking |
| Much Excavation                        |                 | \$19.60           | CY          | \$0.00           |                 | CDOT 203-00100                    |
| Rip Rap Stone (12")                    |                 | \$63.00           | CY          | \$0.00           |                 | CDOT 506-00211                    |

|  |  |          |    |                     |                     |
|--|--|----------|----|---------------------|---------------------|
| Rip Rap (36")                              |  | \$75.00  | CY | \$0.00              | 2012 CDOT 506-00237 |
| Building Overex, Recondition and Recompact |  | \$2.50   | CY | \$0.00              |                     |
| Proof Rolling                              |  | \$100.00 | HR | \$0.00              | CDOT 203-01100      |
| <b>SUBTOTAL</b>                            |  |          |    | <b>\$314,125.00</b> |                     |

| ENVIRONMENTAL AND WETLANDS   | Quantity | Unit Price | Unit | Unit Cost     | Subtotal | Cost Source |
|------------------------------|----------|------------|------|---------------|----------|-------------|
| Asbestos Removal             |          |            | LS   | \$0.00        |          |             |
| AST/UST Removal              |          |            | EA   | \$0.00        |          |             |
| Soil/Groundwater Remediation |          |            | CY   | \$0.00        |          |             |
| Monitoring Wells             |          |            | LS   | \$0.00        |          |             |
| Wetlands Mitigation          |          |            | AC   | \$0.00        |          |             |
| Prairie Dog Removal          | 0.0      | \$1,000.00 | AC   | \$0.00        |          |             |
| <b>SUBTOTAL</b>              |          |            |      | <b>\$0.00</b> |          |             |

| PAVING  | Quantity | Unit Price | Unit | Unit Cost         | Subtotal | Cost Source  |
|---|----------|------------|------|-------------------|----------|--|
| Asphalt Paving - Standard Duty (7' Full Depth)  |          | \$2.45     | SF   | \$0.00            |          | Use \$0.35 per 111/SF - Depth Assumed                    |
| Asphalt Paving - Heavy Duty (12" Full Depth)    |          | \$4.20     | SF   | \$0.00            |          | Use \$0.35 per 111/SF - Depth Assumed                    |
| Asphalt Paving - Temporary Curb                 |          | \$7.50     | LF   | \$0.00            |          |  |
| Concrete Paving - Standard Duty (6")            | 2,520    | \$3.75     | SF   | \$9,450.00        |          | CDOT 412-00600<br>CDOT 412-00800 - Assume for Truck Docs |
| Concrete Paving - Heavy Duty (8")               |          | \$5.45     | SF   | \$0.00            |          | CDOT 412-14000   |
| Sawing and Sealing Concrete Joints              |          | \$10.00    | LF   | \$0.00            |          | CDOT 608-00006 (5' wide)                                 |
| Concrete Paving - Sidewalk/Stoop/Patio          |          | \$3.75     | SF   | \$0.00            |          | CDOT 608-00010 as basis                                  |
| Concrete Handicapped Ramp                       |          | \$850.00   | EA   | \$0.00            |          |  |
| Concrete Pedestrian Crossing (Patterned/Scored) |          | \$6.00     | SF   | \$0.00            |          |  |
| Concrete Stairs                                 |          | \$15.00    | SF   | \$0.00            |          |  |
| Concrete 6" Curb & 12" Gutter                   |          | \$10.00    | LF   | \$0.00            |          |  |
| Concrete 6" Curb & 18" Gutter                   |          | \$12.50    | LF   | \$0.00            |          |  |
| Concrete 6" Curb & 24" Gutter                   |          | \$15.00    | LF   | \$0.00            |          | CDOT 609-21020   |
| Plaza Paving                                    |          | \$16.00    | LF   | \$0.00            |          |  |
| Special "Natural" Concrete Paving               |          | \$30.00    | SF   | \$0.00            |          |  |
| <b>SUBTOTAL</b>                                 |          |            |      | <b>\$9,450.00</b> |          |  |

| TRAFFIC SIGNAGE AND STRIPING      | Quantity | Unit Price | Unit | Unit Cost | Subtotal | Cost Source |
|-----------------------------------|----------|------------|------|-----------|----------|-------------|
| Handicap Signs                    |          | \$250.00   | EA   | \$0.00    |          |             |
| Roadway Signs (Speed limit, etc.) |          | \$250.00   | EA   | \$0.00    |          |             |
| Truck Route Signs                 |          | \$250.00   | EA   | \$0.00    |          |             |

|                                |  |          |    |        |               |                |
|--------------------------------|--|----------|----|--------|---------------|----------------|
| Fire Lane Signs                |  | \$250.00 | EA | \$0.00 |               |                |
| Stop Signs                     |  | \$250.00 | EA | \$0.00 |               |                |
| Pavement Striping              |  | \$2.50   | LF | \$0.00 |               |                |
| Thermoplastic Pavement Marking |  | \$15.00  | SF | \$0.00 |               | CDOT 627-00405 |
| <b>SUBTOTAL</b>                |  |          |    |        | <b>\$0.00</b> |                |

| TRAFFIC SIGNALIZATION        | Quantity | Unit Price | Unit | Unit Cost | Subtotal      | Cost Source |
|------------------------------|----------|------------|------|-----------|---------------|-------------|
| Traffic Signal               |          |            | EA   | \$0.00    |               |             |
| Traffic Control              |          |            | LS   | \$0.00    |               |             |
| Traffic Signal Modifications |          |            | LS   | \$0.00    |               |             |
| <b>SUBTOTAL</b>              |          |            |      |           | <b>\$0.00</b> |             |

| STORM DRAINAGE                      | Quantity | Unit Price  | Unit | Unit Cost   | Subtotal | Cost Source                   |
|-------------------------------------|----------|-------------|------|-------------|----------|-------------------------------|
| 4" PVC Pipe                         |          | \$21.00     | LF   | \$0.00      |          | CDOT 603-50004                |
| 6" PVC Pipe                         |          | \$30.00     | LF   | \$0.00      |          |                               |
| 8" PVC Pipe                         |          | \$37.75     | LF   | \$0.00      |          | CDOT 603-50008                |
| 12" PVC Pipe                        |          | \$45.00     | LF   | \$0.00      |          |                               |
| 12" RCP Pipe                        |          | \$57.00     | LF   | \$0.00      |          | CDOT 603-01125                |
| 18" RCP Pipe                        |          | \$67.00     | LF   | \$0.00      |          | CDOT 603-01185<br>(adjust)    |
| 24" RCP Pipe                        |          | \$77.00     | LF   | \$0.00      |          | CDOT 603-01245<br>(adjust)    |
| 36" RCP Pipe                        |          | \$87.00     | LF   | \$0.00      |          | CDOT 603-01365                |
| 48" RCP Pipe                        |          | \$120.00    | LF   | \$0.00      |          | AVLZ LCU11 0415-<br>rv etc    |
| 54" RCP Pipe                        |          | \$150.00    | LF   | \$0.00      |          |                               |
| 60" RCP Pipe                        |          | \$175.00    | LF   | \$0.00      |          |                               |
| 23"x14" RCP Elliptical              |          | \$74.00     | LF   | \$0.00      |          | CDOT 603-02180                |
| 30"x19" RCP Elliptical              |          | \$125.00    | LF   | \$0.00      |          | CDOT 603-02245                |
| 60"x38" RCP Elliptical              | 90       | \$250.00    | LF   | \$22,500.00 |          | CDOT 603-02360                |
| Detention Outlet Structure          | 1        | \$75,000.00 | EA   | \$75,000.00 |          | 2015 & 2016 CDOT<br>604-20000 |
| Inlet Structure (Type 16 - 5 foot)  |          | \$3,265.00  | EA   | \$0.00      |          | CDOT 604-16005                |
| Inlet Structure (Type 16 - 10 foot) |          | \$5,370.00  | EA   | \$0.00      |          | CDOT 604-16010                |
| Inlet Structure (Type 16 - 15 foot) |          | \$6,850.00  | EA   | \$0.00      |          | CDOT 604-16015                |
| Inlet Structure (Type R - 5 foot)   |          | \$3,250.00  | EA   | \$0.00      |          | CDOT 604-19105                |
| Inlet Structure (Type R - 10 foot)  |          | \$5,460.00  | EA   | \$0.00      |          | CDOT 604-19205                |
| Inlet Structure (Type R - 15 foot)  |          | \$7,000.00  | EA   | \$0.00      |          |                               |
| Inlet Structure (Type C - 5 foot)   |          | \$3,275.00  | EA   | \$0.00      |          | CDOT 604-00305                |
| Manhole - 4' Diameter               |          | \$3,000.00  | EA   | \$0.00      |          |                               |
| Manhole - 5' Diameter               |          | \$4,000.00  | EA   | \$0.00      |          |                               |
| Manhole - 6' Diameter               |          | \$5,500.00  | EA   | \$0.00      |          |                               |
| Manhole - 7' Diameter               |          | \$7,000.00  | EA   | \$0.00      |          |                               |
| Adjust Manhole                      |          | \$750.00    | EA   | \$0.00      |          | CDOT 210-04010                |
| Junction Boxes                      |          | \$3,000.00  | EA   | \$0.00      |          |                               |

|  |     |             |    |                     |                                 |
|--|-----|-------------|----|---------------------|---------------------------------|
| Cleanout                                       |     | \$400.00    | EA | \$0.00              |                                 |
| Insert-tee (for downspout connections to Main) |     | \$750.00    | EA | \$0.00              |                                 |
| Flared End Section (8" - 18" Pipe)             |     | \$740.00    | EA | \$0.00              | CDOT 603-05018                  |
| Flared End Section (24" - 48" Pipe)            |     | \$1,500.00  | EA | \$0.00              | CDOT 603-05036                  |
| Flared End Section (54" - 60" Pipe)            |     | \$2,500.00  | EA | \$0.00              |                                 |
| 6" Perforated Pipe Underdrain                  |     | \$22.50     | LF | \$0.00              | CDOT 605-00060                  |
| Riprap Outfall Pads                            |     | \$1,250.00  | EA | \$0.00              |                                 |
| Riprap Aprons (12" diameter)                   |     | \$112.00    | CY | \$0.00              | 2016 CDOT 506-00212             |
| Box Culverts                                   |     | \$1,480.00  | LF | \$0.00              | CDOT 603-78904 & CDOT 603-71204 |
| Box Culvert Apron - Concrete Bottom            |     | \$54.00     | SY | \$0.00              |                                 |
| Headwalls                                      |     | \$10,470.00 | EA | \$0.00              | CDOT 602-00000 & CDOT 601-09050 |
| Drop Structures (36" grouted boulders)         |     | \$360.00    | CY | \$0.00              | 2016 CDOT 506-00036             |
| Forebay (Concrete Bottom)                      | 389 | \$54.00     | SY | \$21,006.00         | 2016 CDOT 608-00000             |
| Forebay (Soil Riprap - 18", 3' deep)           | 345 | \$89.00     | CY | \$30,705.00         | 2016 CDOT 506-00418             |
| Forebay (Heavy Riprap - 24", 4' deep)          | 409 | \$184.00    | CY | \$75,256.00         | 2016 CDOT 506-00224             |
| Forebay (Outlet Pipe)                          | 50  | \$67.00     | LF | \$3,350.00          | CDOT 603-01185 (adjust)         |
| Oil/Water Interceptor                          |     | \$5,000.00  | EA | \$0.00              |                                 |
| <b>SUBTOTAL</b>                                |     |             |    | <b>\$227,817.00</b> |                                 |

| WATER SERVICE                            | Quantity | Unit Price | Unit | Unit Cost | Subtotal | Cost Source                       |
|--|----------|------------|------|-----------|----------|-----------------------------------|
| Domestic Water 1" Pipe (Type K Copper)   |          | \$25.00    | LF   | \$0.00    |          | CDOT 619-40080                    |
| Domestic Water 1.5" Pipe (Type K Copper) |          | \$30.00    | LF   | \$0.00    |          |                                   |
| Domestic Water 2" Pipe (Type K Copper)   |          | \$35.00    | LF   | \$0.00    |          |                                   |
| Domestic Water 3" Pipe (Type K Copper)   |          | \$40.00    | LF   | \$0.00    |          |                                   |
| Domestic Saddle Tap to Existing Main     |          | \$500.00   | EA   | \$0.00    |          |                                   |
| Domestic Water Corporation Stop          |          | \$425.00   | EA   | \$0.00    |          | CDOT 619-77300                    |
| Domestic Water Meter and Meter Pit       |          | \$5,000.00 | EA   | \$0.00    |          | CDOT 619-09000                    |
| Connection to Existing Water Main        |          | \$750.00   | EA   | \$0.00    |          | CDOT 619-00007                    |
| Water Main 6" Pipe (C-900/DI)            |          | \$42.00    | LF   | \$0.00    |          | CDOT 619-50480 (Use PVC - see DI) |
| Water Main 8" Pipe (C-900/DI)            |          | \$45.00    | LF   | \$0.00    |          |                                   |
| Water Main 10" Pipe (C-900/DI)           |          | \$48.00    | LF   | \$0.00    |          |                                   |
| Water Main 12" Pipe (C-900/DI)           |          | \$50.00    | LF   | \$0.00    |          |                                   |
| 6" Gate Valve                            |          | \$750.00   | EA   | \$0.00    |          |                                   |
| 8" Gate Valve                            |          | \$1,250.00 | EA   | \$0.00    |          |                                   |
| 10" Gate Valve                           |          | \$1,700.00 | EA   | \$0.00    |          |                                   |
| 12" Gate or Butterfly Valve              |          | \$2,500.00 | EA   | \$0.00    |          |                                   |
| Bends and Fittings (6" to 12" main)      |          | \$750.00   | EA   | \$0.00    |          |                                   |
| Adjust valve box                         |          | \$500.00   | EA   | \$0.00    |          | CDOT 210-04050                    |
| Fire Hydrants                            |          | \$5,850.00 | EA   | \$0.00    |          | CDOT 619-78048                    |

|                                      |  |             |    |        |
|--------------------------------------|--|-------------|----|--------|
| Irrigation Domestic Water 2" Pipe    |  | \$20.00     | LF | \$0.00 |
| Irrigation Water Meter and Meter Pit |  | \$3,000.00  | EA | \$0.00 |
| Domestic DC/BFP                      |  | \$3,000.00  | EA | \$0.00 |
| Fire Line DDC/BFP                    |  | \$6,000.00  | EA | \$0.00 |
| Irrigation DC/BFP                    |  | \$3,000.00  | EA | \$0.00 |
| Fire Line Booster Pump               |  | \$75,000.00 | EA | \$0.00 |
| Air-VAC                              |  | \$3,000.00  | EA | \$0.00 |

**SUBTOTAL** \$0.00

| <b>SANITARY SEWER SERVICE</b>                | Quantity | Unit Price  | Unit | Unit Cost | Subtotal | Cost Source    |
|--|----------|-------------|------|-----------|----------|----------------|
| Sewer Line 4" to 6" Pipe (PVC - SDR 35)      |          | \$35.00     | LF   | \$0.00    |          | COOT 619 50480 |
| Sewer Line 8" Pipe (PVC - SDR 35)            |          | \$40.00     | LF   | \$0.00    |          |                |
| Sewer Line 10" Pipe (PVC - SDR 35)           |          | \$45.00     | LF   | \$0.00    |          |                |
| Sewer Line 12" Pipe (PVC - SDR 35)           |          | \$50.00     | LF   | \$0.00    |          |                |
| Sewer Line 15" Pipe (PVC - SDR 35)           |          | \$55.00     |      | \$0.00    |          |                |
| Sewer Line 18" Pipe (PVC - SDR 35)           |          | \$60.00     |      | \$0.00    |          |                |
| Manhole - 4' diameter                        |          | \$3,000.00  | EA   | \$0.00    |          |                |
| Manhole - 5' diameter                        |          | \$4,000.00  | EA   | \$0.00    |          |                |
| Cleanouts                                    |          | \$400.00    | EA   | \$0.00    |          |                |
| Sanitary Sewer Pump                          |          | \$40,000.00 | EA   | \$0.00    |          |                |
| Grease Trap                                  |          | \$5,000.00  | EA   | \$0.00    |          |                |
| New Service Wye or Tee to Existing Main      |          | \$500.00    | EA   | \$0.00    |          |                |
| New San. Main connection to Existing Main MH |          | \$2,000.00  | EA   | \$0.00    |          |                |

**SUBTOTAL** \$0.00

| <b>NATURAL GAS SERVICE (Not installed by Provider)</b> | Quantity | Unit Price | Unit | Unit Cost | Subtotal | Cost Source |
|--|----------|------------|------|-----------|----------|-------------|
| 2" Service Pipe  |          | \$15.00    | LF   | \$0.00    |          |             |
| Gas Meter Pad  |          | \$2,500.00 | LF   | \$0.00    |          |             |

**SUBTOTAL** \$0.00

| <b>ELECTRICAL SERVICE (Not installed by Provider)</b> | Quantity | Unit Price  | Unit | Unit Cost | Subtotal | Cost Source |
|---|----------|-------------|------|-----------|----------|-------------|
| (2) 4" Conduits                                       |          | \$15.00     | LF   | \$0.00    |          |             |
| Transformer and Pad                                   |          | \$30,000.00 | EA   | \$0.00    |          |             |
| Vaults  |          | \$3,500.00  | EA   | \$0.00    |          |             |
| Secondary to Building                                 |          | \$100.00    | LF   | \$0.00    |          |             |

**SUBTOTAL** \$0.00

| <b>TELEPHONE SERVICE (Not installed by Provider)</b> | Quantity | Unit Price | Unit | Unit Cost | Subtotal | Cost Source |
|--|----------|------------|------|-----------|----------|-------------|
| (2) 4" Conduits                                      |          | \$15.00    | LF   | \$0.00    |          |             |
| Vaults   |          | \$2,500.00 | EA   | \$0.00    |          |             |

**SUBTOTAL** \$0.00

| FENCING                                      | Quantity | Unit Price  | Unit | Unit Cost | Subtotal            | Cost Source  |
|--|----------|-------------|------|-----------|---------------------|--|
| Security Fencing                             |          | \$4.00      | LF   | \$0.00    |                     | CDOT 607-31580   |
| Screening Fencing                            |          |             | LF   | \$0.00    |                     |  |
| <b>SUBTOTAL</b>                              |          |             |      |           | <b>\$0.00</b>       |  |
| RETAINING WALLS                              | Quantity | Unit Price  | Unit | Unit Cost | Subtotal            | Cost Source  |
| Wall Type - Masonry Screen                   |          | \$30.00     | SF   | \$0.00    |                     |  |
| Wall Type - Segmental Retaining Wall         |          | \$25.00     | SF   | \$0.00    |                     |  |
| Wall Type - Retaining Cast In Place Concrete |          | \$35.00     | SF   | \$0.00    |                     |  |
| Railing                                      |          | \$146.00    | LF   | \$0.00    |                     | CDOT 514-00200   |
| <b>SUBTOTAL</b>                              |          |             |      |           | <b>\$0.00</b>       |  |
| SITE LIGHTING                                | Quantity | Unit Price  | Unit | Unit Cost | Subtotal            | Cost Source  |
| Site or Street Lights                        |          | \$2,500.00  | EA   | \$0.00    |                     |  |
| Pedestrian Lights                            |          | \$1,800.00  | EA   | \$0.00    |                     |  |
| <b>SUBTOTAL</b>                              |          |             |      |           | <b>\$0.00</b>       |  |
| LANDSCAPING                                  | Quantity | Unit Price  | Unit | Unit Cost | Subtotal            | Cost Source  |
| Soil Conditioning                            |          | \$1,625.00  | AC   | \$0.00    |                     | CDOT 212-00032   |
| Landscaping and Irrigation                   |          | \$2.50      | SF   | \$0.00    |                     | \$1.25/ft - light IS;<br>\$2.50/ft - medium;<br>\$3.50/ft - heavy IS |
| <b>SUBTOTAL</b>                              |          |             |      |           | <b>\$0.00</b>       |  |
| SITE MISCELLANEOUS                           | Quantity | Unit Price  | Unit | Unit Cost | Subtotal            | Cost Source  |
| Monument Sign                                |          | \$15,000.00 | EA   | \$0.00    |                     |  |
| Pole Sign (20' high)                         |          | \$25,000.00 | EA   | \$0.00    |                     |  |
| Bike Rack                                    |          | \$1,000.00  | EA   | \$0.00    |                     |  |
| Trash Enclosure (10'x10' Masonry)            |          | \$10,000.00 | EA   | \$0.00    |                     |  |
| Trash Receptical                             |          | \$1,000.00  | EA   | \$0.00    |                     |  |
| Bench  |          | \$1,000.00  | EA   | \$0.00    |                     |  |
| <b>SUBTOTAL</b>                              |          |             |      |           | <b>\$0.00</b>       |  |
| Norris Cost "Open Space- Landscape"          |          |             |      |           | \$719,050.25        |  |
| Norris Cost "Dog Park"                       |          |             |      |           | \$255,669.50        |  |
| <b>Pond Work Only Summation</b>              |          |             |      |           | <b>\$675,592.46</b> |  |
| Mobilization 7%                              |          |             |      |           | \$47,291.47         | 10% maximum  |
| General Conditions 7%                        |          |             |      |           | \$47,291.47         | Typically 5% to 12%  |
| Surety Bonds 2%                              |          |             |      |           | \$13,511.85         | Typically 1% to 3%   |

|                            |      |                                     |
|----------------------------|------|-------------------------------------|
| Contingency                | 15%  | \$101,338.87 (Conceptual 15-20% PI) |
| Subtotal                   |      | \$885,026.12                        |
| OH&P                       | 8.5% | \$75,227.22 Typical 6% to 9%        |
| Landscape Contingency      | 10%  | \$57,472 From Morris Landscape      |
| Total Landscape            | 15%  | \$1,072,191.73                      |
| <b>Project Grand Total</b> |      | <b>\$2,082,445</b>                  |

**Project Notes/Assumptions:**

This estimate is based upon EES's best conceptual design intent.  
 Costs are based on current prices, with no provisions made for inflation.

This estimate does not include the following items:

- a. Does not include any on-site costs. All work is for off-site work.
- b. Permitting and Development Fees
- c. Land Costs or Broker Fees
- d.
- e.
- f.
- g.
- h.

Engineering and Inspection costs shown above assume that all improvements will be constructed in one phase. Building in two or more phases will increase these.  
 No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate.

No mitigation requirements have been determined.

Utility connections based on Phasing Maps provided at time of estimate.