

INTERGOVERNMENTAL AGREEMENT
(56th Avenue Improvements – Phase 2)

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made by and between TOWN CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Town Center”) with an address of 4908 Tower Road, Denver, Colorado 80249, and the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado (the “City”), to be effective as of the date set forth on the City signature page. The City and Town Center are sometimes individually referred to herein as a “Party” and together as the “Parties.”

RECITALS

A. Town Center is located within and serves a portion of the Green Valley Ranch community in the Northeast area of the City and County of Denver. The City and Town Center, in accordance with the powers and purposes lawfully authorized to each, may construct road improvements and related improvements for the benefit of the surrounding community and the citizens of the City and County of Denver.

B. The City, Town Center, and others entered into a “Development Agreement Green Valley Ranch North” (the “Original Development Agreement”) dated February 20, 2003, and recorded on February 28, 2003, under Reception No. 2003032407; as amended by the Amendment to Development Agreement (the “Amendment”) dated May 25, 2007, made among the City, Town Center and HC Development & Management Services, Inc. (the “Developer”); as modified by the “Modification of Development Agreement Amendment” (the “Modification”) made among the City, Town Center, and Developer and dated November 4, 2008; as amended by the “Second Amendment to Development Agreement” (the “Second Amendment”) dated March 13, 2012, made among the City, Town Center, and the Developer; and as further amended by the “Third Amendment to Development Agreement” (the “Third Amendment”) dated November 17, 2014, made among the City, Town Center, the Developer, and another party (the Original Development Agreement, the Modification, the Amendment, the Second Amendment and the Third Amendment are sometimes referred to hereinafter collectively as the “Development Agreement”). All terms that are initially capitalized and not otherwise defined in this Agreement have the same meanings that such initially capitalized terms do in the Development Agreement.

C. The 56th Avenue Phase 2 Right-of-Way Improvements (defined below) will comprise an Arterial Road to be developed pursuant to and under the authority of the Development Agreement. Paragraph 3.1.3 of the Original Development Agreement intends that the City and Town Center enter into a definitive road development agreement to facilitate completion of each of the various Arterial Roads. This Agreement, which is to govern construction of Phase 2 (defined below), is entered into pursuant to the Development Agreement for purposes of completing the Phase 2 portion of the Half Section Project (defined below).

D. The “56th Avenue Phase 2 Right-of-Way Improvements” consist of the following right-of-way improvements for 56th Avenue, all as more specifically set forth in the Project Plans (defined below). Notwithstanding any terms of the Development Agreement to the contrary, tree lawns will not constitute part of Phase 2.

1. The “Half Section Project,” defined as a half section of 56th Avenue, consisting of the 3 southerly lanes with necessary transitions, curb and gutter for the adjacent half median on the north side of the southerly lanes, and an adjacent sidewalk on the south side, running from Ireland Street to Picadilly Road, and related items under 2 to 5 below;
2. Portions of the intersections of 56th Avenue with Ireland Street, Nepal Street, and Picadilly Road;
3. Certain related utility relocations and installation of conduit;
4. Certain street lighting, signage and other incidental improvements.

“Phase 2” or “Project” shall mean the 56th Avenue Phase 2 Right-of-Way Improvements running from the Ireland Street intersection to the Picadilly Road intersection.

E. It is anticipated that the City shall contribute to Town Center the remaining amount of the Developer Credit still due pursuant to the Development Agreement for use for Town Center’s share of the costs of the Project, in the amount of \$1,081,937.85. After contributing such funds, the City shall have no further monetary obligations pursuant to the Development Agreement and shall have extinguished all Developer Credit.

F. Calibre Engineering, Inc. (the “Design Consultant”), has been engaged by Town Center to furnish design services for the Project. The City and Town Center have accepted and approved plans and specifications for the construction of the Project prepared by the Design Consultant (“Project Plans”). Such Project Plans are listed in the index attached hereto as Exhibit A and incorporated herein by this reference. The City and Town Center are prepared to proceed with the construction of the Project in accordance with the Project Plans, subject to the terms of this Agreement.

G. In addition to and apart from the remaining amount of the Developer Credit that the City will contribute to Town Center, the City has appropriated \$1,206,126.00 to contribute to Town Center for the City Costs (as defined herein) for the Project.

H. Town Center shall, at its expense, construct the southerly 22 feet of pavement width within 56th Avenue and all typical road and right-of-way improvements between that 22 feet and the 56th Avenue right-of-way line/property line established by the Arterial Road dedications. Typical road and right-of-way improvements include embankment and grading from the right-of-way line through the first 22 feet of paving, pavement, curb and gutter, sidewalk or bike path, irrigation, landscaping and street lighting along the 56th Avenue frontage, drainage systems, utility relocations located within Town Center’s portion of the road alignment, and other items common and incidental to road construction, but for the purposes of Town Center’s obligations hereunder specifically exclude medians or other improvements or landscaping related thereto, traffic signals, street name signage and signage attached to traffic signal poles at signalized intersections. Drainage systems shall include those systems within the Arterial Roads necessary to convey storm water flows through and across the Arterial Roads to the downstream properties. The costs for the system necessary to convey storm water flows associated with Arterial Road construction under

this Agreement shall be allocated proportionally between Town Center and the City based on the flows introduced into the system by the respective typical roadway and right of way improvement obligations (with medians being specifically allocable to the City).

I. Town Center is qualified, experienced, willing and able to undertake all liabilities, obligations and responsibilities associated with completing the Project, as more particularly described herein, and under the terms and conditions specified in this Agreement.

J. Pursuant to Section 29-1-201, et seq., C.R.S., Sections 18(2)(a) and (2)(b) of Article XIV of the Colorado Constitution, and the Denver Charter, the City and Town Center are authorized to contract together for the purpose of exercising powers lawfully authorized to each.

AGREEMENT

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

1. THE PROJECT

The scope and work of the Project are specifically depicted in and governed by the Project Plans indexed in Exhibit A hereto and incorporated herein by reference, subject to permitted modifications as hereinafter set forth. Town Center will not change the Project Plans without the prior written consent of the City Project Manager (defined below), or without satisfaction of any applicable budgetary approval requirements under Section 3(A)(l) below. Except as the Project Plans may be so modified, Town Center shall cause the Project to be completed and constructed in accordance with the Project Plans and the terms of this Agreement. The term “Project Plans” includes any modifications approved in accordance with this Agreement.

2. COORDINATION AND LIAISON

A. City Representative and City Project Manager. The City’s Manager of Public Works (the “Manager of Public Works”) is vested with the City’s authority to act on behalf of the City under this Agreement. The Manager of Public Works hereby designates the City Engineer and the City Engineer’s designee as the City Project Manager for the purpose of directing and administering the City’s day to day activities under this Agreement including all approvals and actions not expressly reserved herein to the Manager of Public Works. The City Engineer shall designate, in writing, a “City Project Manager.” The Manager of Public Works may change those designations at any time by providing written notice to Town Center of such change.

B. Town Center Representative and Project Manager. Town Center designates its President as its representative under this Agreement who, as a result, is authorized to carry out Town Center’s obligations and responsibilities and exercise its rights and powers under this Agreement, including all Project administration, construction obligations and responsibilities. The Town Center President hereby designates Charles Leder (the “Town Center Project Manager”) as the President’s authorized representative for purposes of completing the Project in accordance with the terms and conditions of this Agreement. The Town Center President may change the Town Center Project Manager at any time by providing written notice to the City of such change.

C. Cooperation and Coordination. Town Center, acting through the Town Center Project Manager, agrees to cooperate and coordinate fully with the City, through the City Project Manager, in its performance under this Agreement. In order to facilitate coordination, communication and cooperation, Town Center shall provide to the City Project Manager copies of all written communications between Town Center and any Project contractors or consultants with respect to the Project (subject to protection and preservation of any applicable legal privileges), and shall also provide timely notice of all Project related meetings and presentations to the City Project Manager.

3. PROJECT FUNDING

A. General. A Project cost estimate for the completion of the Project, including all Project design, construction and administration, as mutually established by the City and Town Center, is attached hereto as Exhibit B and incorporated herein by this reference (“Project Budget”). The Project Budget includes estimated allocations of such costs to the Parties, including allocations to the City Costs (hereinafter defined) and Town Center Costs (hereinafter defined).

(1) The Project Plans and Project Budget may be revised only with the written approval of the City Project Manager and the Town Center Project Manager. The approval for any change to the Project Plans or Project Budget will not be unreasonably withheld or delayed. The City acknowledges, without limitation, that changes to the Project Budget and/or Project Plans may be necessary to address conditions or circumstances that are not foreseen by Town Center in the ordinary course of planning for and undertaking the construction process and that cannot be defrayed from the Project Budget contingency. The City and Town Center acknowledge that the City’s funding obligations under this Agreement after payment of the Developer Credit only extend to City Funded Improvements. If any approved change in the Project Plans that relate to the City Funded Improvements results in a Project Budget increase, after application of the Project Budget contingency, the Manager of Public Works will seek an appropriation of additional funds as necessary to pay for any City Costs related to the City Funded Improvements. Pending approval of such additional appropriation, Town Center may suspend or otherwise limit the scope of construction work. If any such additional appropriation is not approved, then the City, acting through the City Project Manager, will cooperate reasonably with Town Center to reduce or modify the scope or characteristics of the Project (with written approval of corresponding changes to the Project Plans) in a manner that will remove the need for the additional appropriation.

(2) Any cost savings generated for any Project Budget cost item may be reallocated in accordance with the provisions of Section 3.D(2) below and will not be subject to the approval requirements under Section 3.A(1) above.

B. Project Funding.

(1) City Funding. The City agrees to make funds available to cover the remaining Developer Credit in the amount of \$1,081,937.85 and \$1,206,126.00 for the City Costs, which amount for the City Costs includes the Gateway Impact Fees allocable to the Project, all of which together comprise the “City Appropriations,” for the purpose of

reimbursing Town Center for costs incurred in furtherance of design, construction, and construction management of City Funded Improvements, the Development Agreement, and the Project, and in accordance with the Project Plans and Project Budget, subject to the additional funding of costs associated with Project Budget increases approved and appropriated pursuant to Section 3.A(1) above (which may be implemented by Change Orders under Section 3.B(2) below). Any appropriated additional funding shall become part of the City Appropriations under the provisions of this Agreement. All other Project Costs will be funded from sources independent of and without any effect on the City Costs.

(2) Reimbursable Costs. Costs reimbursable under this Agreement by the City (“Reimbursable Costs” or “Project Costs”) shall be strictly limited to:

- (a) cost of all materials, supplies and equipment incorporated in or consumed by in furtherance of the City Funded Improvements, including the cost of inspection and testing, if not provided by the City, transportation, storage and handling;
- (b) payments made by Town Center to the Contractor or any other contractors for design or construction of the City Funded Improvements;
- (c) cost of the premiums and deductibles for all insurance and surety bonds that Town Center is required to procure or deems necessary, with the prior approval of the City Project Manager or if subsumed within the Project Budget on a pro rata basis related to City Funded Improvements;
- (d) cost of all governmental fees, licenses, permits, plan check fees, and tests (including, without limitation, those levied by the City) directly connected to the City Funded Improvements;
- (e) all costs directly incurred in designing and engineering the City Funded Improvements, including those heretofore incurred by Town Center and paid and/or owing to the Design Consultant;
- (f) the City’s requisite 1% allocation to public art to be installed adjacent to the Project (to be allocated proportionately based on the relative amounts of City Costs and Town Center Costs); and
- (g) as provided for in Exhibit B attached to this Agreement, the construction management fees of Town Center in an amount equal to 6% of the costs of the Construction Contract, and the items in clause (e) above as it relates to the City Funded Improvements.

Reimbursable Costs will include those incurred both before and after the making of this Agreement that are within the scope of the Project Budget and directly connected to the City Funded Improvements.

(3) Invoice and Payment. Reimbursable Costs will be funded by the City from the City Appropriations. Town Center shall invoice the City monthly for such Reimbursable Costs and, with each invoice, will include supporting documentation sufficient to verify actual construction-related costs incurred by Town Center. Each invoice will include a breakdown of City Costs and Town Center Costs, which collectively will comprise the Reimbursable Costs. The Parties shall agree upon a percentage of Reimbursable Costs to be applied to the City Costs and the Town Center Costs. All Reimbursable Costs shall be allocated at the respective percentages agreed upon.

As provided herein, in addition to reimbursing Town Center for Reimbursable Costs, upon being invoiced, the City shall pay Town Center the amount of \$1,081,937.85, which comprises the remaining Developer Credit, which Town Center shall use for a portion of its Project Costs. The payment of each amount invoiced will be subject to receipt of a properly completed invoice, including all back-up documentation required by the City Project Manager, and City verification that the referenced work items have been completed to the City's satisfaction. Such invoice requirements will be imposed by the City and such verification will be made in accordance with the standards and practices employed for prior road development agreements made under the Development Agreement. Payments by the City will be issued in accordance with those historical practices, and otherwise in accordance with Denver Revised Municipal Code Section 20-107, et seq., provided that in each case the Parties will conform to the other payment provisions hereunder. In addition, Town Center shall provide to the City Project Manager a "Report" of all funds expended on the Project, with reference to the Project Budget, with each invoice. Each Report submitted shall identify expenditures to date as Project design, Project construction, or construction management and shall provide a total of all Town Center expenditures to date, by each category (i.e. design, construction, and construction management), as well as a statement of the remaining funds, or projected surplus or shortfall, available under the Project Budget. Such Reports shall track all City Cost and Town Center Costs separately.

(4) Project Change Orders. If any changes to the Project Plans or Project Budget are approved by the Parties pursuant to this Agreement, the Parties may elect to implement and fund such changes by a Change Order to the Construction Contract in the manner set forth in Title 11 of the General Contract Conditions generally employed by the City's Department of Public Works (the "City Construction Conditions") to the extent permitted under the Construction Contract or otherwise accepted by the Contractor. Such Change Orders shall be signed by the Manager of Public Works or the City Project Manager for the City, and by the Town Center Project Manager for Town Center. No further actions or approvals are necessary for any change orders already reflected in the Project Budget. The Parties shall pay for increases due to Change Orders or receive credits for decreases due to Change Orders based on corresponding allocations to the budgeted City Costs and Town Center Costs as set forth in this Agreement, and with further appropriation of funds pursuant to Section 3.A(I) above, unless otherwise agreed by the Parties.

(5) City Funding Limitation. It is expressly understood and agreed that the obligation of the City for all or any part of its payment obligation hereunder, whether direct

or indirect, shall extend only to the payment of funds duly and lawfully appropriated by City Council and encumbered and paid into the Treasury of the City for the purposes of this Agreement. The City represents that the City Appropriations set forth in Section 3.B above have been so appropriated, and that any future appropriations made in furtherance of the Project will be completed on the same basis (the foregoing not to be construed to impose any obligation on the City to make future appropriations).

(6) Contingency. The Project Budget contains a contingency of 10% of the construction costs for the Project that can be used with the approval of and for such purposes as are approved in writing by the City Project Manager and the Town Center Project Manager. It is mutually intended that each Party's contingency funds be generally available for approved Change Orders, cost overruns and unforeseen or unexpected cost items that arise in the course of construction, and may be allocated to additional City Costs or Town Center Costs, as applicable.

C. Other Funding. Town Center shall be responsible for providing the Town Center Funds as set forth herein. In addition, and in accordance with the Project Budget and actual Project expenditures, Town Center shall be solely responsible for all Project costs, expenses, liabilities and other amounts which may come due as a result of the Project in excess of the amount of the City Appropriations. Town Center expressly agrees to assume liability for any such excess Project costs, expenses and liabilities incurred in completing the Project in accordance with the terms and conditions of this Agreement; provided, however, that nothing contained in this Agreement shall obligate Town Center to begin the Project until such time as Town Center has determined that there are satisfactory arrangements for the payment of the cost of such work and that the Project can be completed within the timeframes contemplated under Section 8.B below.

D. Project Cost Allocation and Funding. The Project Costs shall be allocated and funded as follows:

(1) Allocation of Project Costs. The Design Consultant will allocate the Project Costs pursuant to the following provisions and consistent with the methodologies reflected in the Project Budget. The Project Costs allocable to the City ("City Costs") shall be those attributable to the improvements associated with the southern half of the median and the lane adjacent to the median on the southern side (the "City Funded Improvements"). The Project Costs attributable to all improvements from the property line defining the southerly edge of the 56th Street right-of-way to the edge of the City Funded Improvements, including, but not limited to, the two southerly lanes, and the southerly curb, gutter, adjacent sidewalk and street lighting will constitute the "Town Center Costs." In each case "associated" improvements will include related grading, drainage, utilities and other incidental work items shown on the Project Plans. The budgeted costs are presently estimated and shown on the Project Budget, with the City Costs allocated as shown in the column labeled "CCD Work", , and the Town Center Costs being the balance.

(2) Funding of the Project Costs. In accordance with the Project Budget and this Agreement, the City will fund the City Costs and the Developer Credit from and to the extent of the City Appropriations, including any additional appropriations made by the City

pursuant to this Agreement. In addition to reimbursing Town Center for the Reimbursable Costs as provided above, the City shall pay Town Center the full amount of the remaining Developer Credit of \$1,081,937.85. After contributing such funds to Town Center, the City shall have extinguished all Developer Credit and have no further obligations related thereto arising out of the Development Agreement. Town Center will fund Town Center Costs (the "Town Center Funds"). The Town Center Funds may, in Town Center's discretion, include any portion of that amount to be funded by the City as the Developer Credit. For funding purposes, any savings in any Project Budget line items may be re-allocated to overruns in other line items as long as the other line items remain either City Costs or Town Center Costs, as applicable. In other words, funds allocated for City Costs may not be used for Town Center Costs, and funds allocated for Town Center Costs may not be used for City Costs. Each funding will be completed within 45 days after the submission of the corresponding invoice under Section 3.B(2) above. To the extent the Project Costs exceed the aggregate of the funding, including the Town Center Funds required under the foregoing provisions, Town Center will bear such excess as stated in Section 3.C above.

(3) Project Art. The specific artwork and location shall be decided by the process implemented by the Denver Office of Cultural Affairs, which shall include participation by the Parties. The Project Cost allocations to public art will be funded out of City Appropriations, but the City shall pay for such public art directly in accordance with its generally prevailing regulations and procedures governing the City's public art program. Town Center shall contribute one percent (1%) of the total hard construction costs of the Town Center Costs to be utilized for public art for the Project.

4. PROJECT COMPLETION RESPONSIBILITIES

A. Town Center Completion Obligation. In accordance with this Agreement, Town Center shall perform or cause to be performed all work necessary to complete the Project in accordance with the Project Plans. Specifically, Town Center shall carry out, or cause to be carried out, the management and construction of the Project in accordance with the Project Plans. Subject to the following provisions in this Section A, Town Center shall be solely responsible for ensuring that all work necessary to construct the Project 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 to proceed in accordance with its generally prevailing regulations and procedures that are applicable in that regard. The City acknowledges that the existing Project Plans are consistent with those Department of Public Works design standards. In addition, the City agrees that Town Center will not be in violation of those design standards in relation to any modifications to the Project Plans approved by the City Project Manager.

B. Project Administration Responsibilities. Town Center shall perform or cause to be performed all Project administration and management functions required for the construction of the Project. If Town Center elects to perform any or all of these functions utilizing qualified contractors, Town Center shall obtain the City's concurrence for its proposed contractor selection.

C. Selection of Contractors. Town Center shall devise and propose to the City a competitive selection and contracting process to determine the general contractor who will construct the Project (the “Contractor”), and major subcontractors. The City acknowledges and confirms that it has accepted the selection and bidding process last implemented and used by Town Center. Further, concurrence of the City Project Manager in the final selection and City review and approval of the contract documents, for compliance with this Agreement, shall also be required. [The City additionally acknowledges and confirms that Jalisco International, Inc., has been selected as the Contractor.]

D. Project Completion.

(1) General. Town Center shall construct, or cause to be constructed, the Project in accordance with this Agreement and the Project Plans.

i. Town Center shall supervise, manage and administer all construction effort associated with the Project.

ii. Town Center shall be solely responsible for obtaining and maintaining and/or causing to be obtained and maintained all required permits, licenses or other governmental authorizations and approvals necessary to complete the Project and shall, at all times during construction, ensure or cause to be ensured, compliance with all laws, statutes, rules and regulations and the terms and conditions of this Agreement. Those permits, licenses, authorizations and approvals within the purview of the City shall be administered in accordance with ordinary, generally prevailing City standards.

iii. Town Center shall require the Contractor selected to perform the work to obtain insurance in amounts and coverages acceptable to the City’s Risk Manager and one hundred percent (100%) payment and performance bonds from a surety and under terms acceptable to the City Attorney’s Office. The City shall be named as an additional insured on all required coverages, except professional liability coverage, and the City shall be named as a dual obligee on all bonds.

iv. The City Project Manager must agree to the form of construction contract to be made by Town Center and the Contractor (the “Construction Contract”) before execution by Town Center.

v. The terms of the final Construction Contract must be mutually acceptable to both the City (as set forth above) and Town Center. If the City and Town Center are unable to reach agreement on terms of a final Construction Contract, then either the City or Town Center may declare an impasse and this Agreement shall terminate. Any subsequent modification in terms which causes an increase in the Project Budget will also be subject to the approval of the Parties consistent with the other terms of this Agreement.

vi. Town Center shall, in all contracts hereafter made for the Project construction to which Town Center is a party (the “Project Contracts”), designate

the City as an express third party beneficiary for the purpose of enforcing all warranties, guarantees and rights of recovery for Project delays. At the City's written direction, Town Center shall assign to the City all other contract rights enforceable under any Project Contract, and Town Center shall be relieved of liability to the City for the obligations corresponding with the contract rights assigned. In any event, Town Center agrees to cooperate and assist the City in enforcing any contractual rights arising out of the Project Contracts whether assigned hereunder or not.

vii. Town Center shall promptly notify the City Project Manager of all Project related meetings and make all reasonable arrangements to accommodate the participation of the City Project Manager.

viii. Town Center shall manage the Design Consultant during construction.

(2) Project Construction.

i. Town Center shall, during construction of the Project, notify and give the City Project Manager an opportunity to attend and participate in all construction meetings as scheduled. The City Project Manager shall also be afforded full access to the construction site during Project construction, subject to safety limitations generally prevailing under good construction industry practices. However, all City communications to the Contractor or any subcontractors regarding the construction of the Project will be directed to the Town Center Project Manager.

ii. Town Center shall perform or cause to be performed all construction testing and inspection as required under ordinary construction practices to ensure compliance with this Agreement, and provide the City with copies of the results of all such testing and inspection. The City may also perform periodic construction testing and inspection on behalf of the City, as deemed necessary by the City, at the City's expense. Nothing in this Agreement shall constitute a waiver of or limitation upon either Party's rights and obligations under applicable laws governing the relationship between this Agreement and the City's police powers.

iii. Town Center shall ensure that the Project is constructed in accordance with the Project Plans and that no material changes to the Project Plans of any kind or nature shall occur during construction, unless first approved by written Change Order or otherwise in writing by the Parties as provided in Section 3.A(1) above. The City will use reasonable efforts to process and act upon Change Order requests by Town Center within ten (10) days after submission to the City.

iv. Town Center shall provide the City Project Manager with notification of substantial completion, as the term is defined in the Construction Contract. The City Project Manager shall participate in all punch list reviews and sign off on the Project punch list. Town Center shall also notify the City Project

Manager of all testing, commissioning, equipment training and close out activities. The City Project Manager shall arrange for the participation of appropriate City personnel.

(3) Final Inspection and Acceptance. Upon written notification of final completion of the Project, as that term is defined in the Construction Contract, the City will undertake such inspection as it deems necessary to verify, to the City's satisfaction in accordance with its ordinary, generally prevailing standards, that the Project has been constructed in accordance with the accepted final Project Plans, and is at final completion. Town Center shall submit all documentation or other certifications necessary to demonstrate, to the City's satisfaction in accordance with its ordinary, generally prevailing standards, that the Project is free of all liens and claims. Following such inspection, and receipt of "as built drawings," maintenance manuals, keys, other requested materials and warranties and guarantees, the City will notify Town Center of any observed construction deficiencies, design deviations, or incomplete work, which must be corrected or completed before the City issues a written letter of acceptance for the Project ("Acceptance"). Town Center agrees not to grant any release of the Contractor until the City has issued a written letter of acceptance. In no event shall the City's letter of acceptance constitute a waiver of liability for any defects, deficiencies or errors in the Project work, which will be subject to and governed by the construction warranty requirements applicable to the Contractor under Title 18 of the City Construction Conditions. The City will notify Town Center of any construction warranty issues that may arise, and Town Center and the City will mutually cooperate in a reasonable fashion to enforce the construction warranty obligations of the Contractor (but Town Center will not otherwise have any warranty liability for construction defects upon and following the occurrence of Acceptance).

5. OWNERSHIP OF COMPLETED PROJECT

After the Project is completed and Acceptance is issued by the City, the City shall own, operate, and maintain the Project and shall administer all Project warranties and guarantees for the use and benefit of the citizens of Denver. Town Center shall assign to the City all Project warranties and guarantees upon Acceptance. At the request of the City, Town Center will cooperate with and assist the City in enforcing all Project warranties and guarantees.

6. REASONABLE EFFORTS

The City and Town Center agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes, to expeditiously review and approve submittals and effect an orderly provision of the completed Project and the prompt and expeditious payment of fees and charges for accepted work (the foregoing being without limitation, however, upon the relative rights and obligations of the City and Town Center hereunder).

7. EXAMINATION OF RECORDS

Town Center agrees that, for a period of at least three (3) years from the final reimbursement to Town Center under this Agreement, any duly authorized representative of the

City, including the City Auditor or his designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Town Center involving the transaction hereunder and other activities directly related to this Agreement.

8. TERM AND TERMINATION

A. Term. The term of this Agreement shall commence on the date set forth on the City signature page, and shall expire, unless earlier terminated hereunder, upon Acceptance of the Project, and the completion of the required payments hereunder to Town Center from the City. The construction warranty requirements hereunder applicable to the Contractor will survive the expiration of the term and remain in full force and effect thereafter.

B. Termination. The City may terminate this Agreement, on fifteen (15) days written notice for cause, if Town Center fails to comply in any material respect with any term or condition contained herein, or if the Manager of Public Works reasonably determines that Town Center's progress at any time in the construction of the Project will not allow for its substantial completion within two years from the date of this Agreement (subject to extensions for force majeure). Any such termination shall not take effect, however, if Town Center cures any such default or applicable delay in prosecuting or completing construction at any time before the expiration of fifteen (15) days following notice of such default or delay (or, if the default or delay cannot reasonably be cured within fifteen (15) days, then such longer period as may be reasonably necessary to cure such default or delay if Town Center commences such cure within such fifteen (15) days and diligently prosecutes it to completion thereafter). Recovery of any costs by Town Center associated with such termination is strictly prohibited, and Town Center shall be reimbursed only for those costs properly incurred before issuance of a notice of termination.

9. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of all work under this Agreement, Town Center agrees not to refuse to hire, discharge, promote, or demote, or 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 contracts entered into in furtherance of this Agreement.

10. COMPLIANCE WITH MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

Town Center agrees that to the extent it is not required to comply with more restrictive provisions in accordance with a project funding source, as determined by the Director of the Division of Small Business Opportunity Office, or its successor agency, it shall comply with the City's then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code ("DRMC"), as the same may be amended or recodified from time to time; and (b) small business enterprise participation as currently set forth in Article VII, Title 28 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantage business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

11. PAYMENT OF PREVAILING WAGES

The Parties acknowledge that all construction performed in connection with the Project must comply with the prevailing wage requirements of Section 20-76 of the Denver Revised Municipal Code. As such, Town Center agrees to cooperate fully with the City Auditor's Office in implementing, administering, and enforcing all applicable requirements of Section 20-76, D.R.M.C.

A. Compliance by Contractors. Town Center shall require that all contractors performing work relating to the construction of the Project comply with the provisions of Section 20-76 in formulating their bids and, if awarded a contract, in paying all wages to workers and trades.

B. Contract Language. Town Center shall include, as part of the Construction Contract let hereunder, the contract language provided by the City regarding implementation, administration and enforcement of the requirements of Section 20-76.

C. Compliance; Withholding. In order to ensure contractor compliance with Section 20-76, Town Center shall take any action provided for in the Construction Contract, or otherwise provided for in Section 20-76, including withholding funds due and owing any contractor found to be in violation of 20-76.

D. Costs of Enforcement. Any costs incurred by Town Center in facilitating the implementation, administration, or enforcement of Section 20-76 shall be a cost of administering the Project and subject to reimbursement from the City Appropriations.

12. INSURANCE

A. Types of Insurance. Town Center shall maintain commercial general liability, worker's compensation and business auto liability insurance in amounts and coverage terms acceptable to the City's Risk Manager for the term of this Agreement, provided that Town Center will not be required to duplicate coverages maintained through the Contractor.

B. Builder's Risk. Town Center shall maintain Builder's Risk insurance in amount and with coverage terms acceptable to the City's Risk Manager for the term of this Agreement, provided that Town Center will not be required to duplicate coverages maintained through the Contractor.

13. 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 Town Center 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.

14. SUPPLEMENTARY DOCUMENTS

The following documents are attached and/or incorporated herein and made a part of this Agreement:

- A. Exhibit A Project Plans Index
- B. Exhibit B Project Budget

The terms and conditions of this Agreement shall control over any contradictory or inconsistent terms and conditions which may be found or contained in the above referenced and attached exhibits.

15. 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 Town Center shall be addressed to:

Town Center Metropolitan District
4908 Tower Road
Denver, Colorado 80249
Attention: Charles Leder

With a copy to:
Spencer Fane
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Attention: Matthew R. Dalton

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 copies to:

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

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

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

16. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed 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 Town Center, 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 Town Center that any person other than the City and Town Center receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. 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 applicable provisions of the Charter, Ordinances and Rules and Regulations adopted by the City as enforced in accordance with applicable Colorado laws governing the relationship between the City's police powers and 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.

18. TAXES CHARGES AND PENALTIES

Neither the City nor Town Center shall be liable for the payment of taxes, late charges or penalties of any nature.

19. INDEMNIFICATION

To the extent permitted under Colorado law, Town Center hereby agrees to release, indemnify, and save harmless, the City and its officers, agents and employees from any and all claims, damages, suits, costs and expenses (including reasonable attorney fees, expert witness fees, and all associated defense fees), liability, actions or proceedings of any kind or nature, including but not limited to Workers' Compensation claims, of or by any third party in any way resulting from or arising out of, directly or indirectly, Town Center's negligence or tortious acts or errors or omissions or breach of contract in connection with its operations or performance in connection herewith or Town Center's negligence or tortious acts or errors or omissions or breach of contract in connection with its use or occupancy of any portion of public or private property hereunder, including negligence or tortious acts or errors or omissions or breach of contract by Town Center's officers, employees, subconsultants, invitees, contractors and agents; provided, however, that Town Center need not indemnify or save harmless the City or its officers, agents and employees from damages resulting from and apportioned to the negligence or other breach of legal duty of its officers, agents and employees or other third parties not related to, affiliated with, or a contractor or subconsultant of Town Center. Town Center shall place a similar indemnification clause in all Project construction contracts wherein the contractor shall agree to indemnify the City as well as Town Center

20. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS

Town Center, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Town Center from City facilities or participating in City operations.

21. 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.

22. 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.

23. 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.

24. 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.

25. NO PERSONAL LIABILITY

No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Town Center shall be charged personally or held contractually liable by or to the other 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.

26. EXECUTION OF AGREEMENT

This Agreement is expressly subject to, and shall not be or become effective or binding on the City and Town Center until fully executed by all signatories of Town Center and the City, as set forth in the signature blocks at the end hereof.

27. 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, except for any modifications of the Project Plans or Project Budget and/or Change Orders properly authorized without an amendment to this Agreement pursuant to Section 3.A(1) or Section 3.B(3), as applicable. City Council approval of an amendment shall not be necessary unless required by the City Charter.

28. 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, to enter into this Agreement.

29. COUNTERPARTS OF AGREEMENT

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same document.

30. 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 Treasury for such purposes, except for City Appropriations presently or hereafter made and the City's obligations where appropriation is not legally required. The City Appropriations described herein, comprised of the amount of

\$1,081,937.85 for the remaining amount of the Developer Credit still due pursuant to the Development Agreement and \$1,206,126.00 for the City Costs, have been appropriated. The obligations of Town Center are likewise subject to appropriation where legally required, and the Town Center Funds described herein have been appropriated.

31. REMEDIES

If either Party is in default hereunder, the non-defaulting Party may seek specific performance, mandamus, or other appropriate relief, whether legal or equitable, to compel the performance and observance of the defaulting Party's obligations hereunder (including, without limitation, the funding of City Appropriations in accordance with the terms hereof if the City is in default in that regard, and the funding of the Town Center Funds in accordance with the terms hereof if Town Center is in default in that regard). Each Party waives any right to damages against the other Party so long as other remedies provide full redress for injury suffered (in any case this waiver shall not be construed to limit the City's or Town Center's funding obligations hereunder or the enforcement thereof).

32. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Town Center 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]

Contract Control Number:
Contractor Name:

PWADM-201950617-00
TOWN CENTER METROPOLITAN DISTRICT

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201950617-00
TOWN CENTER METROPOLITAN DISTRICT

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

PWADM-201950617-00
TOWN CENTER METROPOLITAN DISTRICT

By: 

Name: EDWARD J. WYSZYNSKI
(please print)

Title: BOARD PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: Crystal Abbott
(please print)

Title: Land Project Administrator
(please print)

Exhibit A
Project Plans

Ex. A

EXHIBIT A

PROJECT PLANS – SHEET INDEX [PHASE 2]

Title/Sheets NO.

T1 [1]	Title Sheet
GN1 [2]	General Notes
DT1 [3]	Details
TY1-TY2 [4-5]	Typical Sections
CD1-CD2 [6-7]	Ownership and Control Diagram
DM2-DM3 [9-10]	Demolition, Removal and Reset
RD5-RD12 [15-22]	Roadway Plans and Profiles
GE2-GE5 [24-27]	Grading and Erosion Control
CS8-CS19 [35-46]	East 56 th Avenue Cross Sections
SN2-SN3 [48-49]	Pavement Markings and Signage
IT2 [51]	Intersection Designs
SD2-SD4 [53-55]	Utility Plans [Storm Drainage]
RW1 [56]	Retaining Walls
LP2-LP3 [58-59]	Lighting and Conduit Plans

Exhibit B
Project Budget

Ex. B

56th Avenue - Projected Cost Sharing
June 13, 2019

Jalisco International, Inc.
56th Ave - Ireland to Picadilly
Revised Proposal for Painted Prairie & Jalisco Takeoff

Original Proposal					CCD Work (Detail)					
Item	Description	Unit	Unit Price	Qty	Total Price	Unit Price	Qty	%	Qty	Total Price
1	Clearing & Grubbing	AC	\$ 3,235.00	19	\$ 59,847.50	\$ 3,235.00	19	33%	6	19,750
2	Demo Green Valley Ranch Monument	EA	\$ 5,500.00	1	\$ 5,500.00	\$ 5,500.00	1	0%	0	-
3	Remove Existing 18" CMP	LF	\$ 34.50	108	\$ 3,726.00	\$ 34.50	108	33%	36	1,230
4	Remove Existing 18" FES	EA	\$ 355.00	1	\$ 355.00	\$ 355.00	1	33%	0	117
5	Remove Existing 22" Steel Pipe	LF	\$ 34.00	50	\$ 1,700.00	\$ 34.00	50	33%	17	561
6	Remove Existing 8" PVC	LF	\$ 34.00	52	\$ 1,768.00	\$ 34.00	52	33%	17	583
7	Remove Existing Fiber Optic Marker	EA	\$ 37.00	5	\$ 185.00	\$ 37.00	5	33%	2	61
8	Remove Existing Gas Marker	EA	\$ 37.00	4	\$ 148.00	\$ 37.00	4	33%	1	49
9	Remove Curb & Gutter	LF	\$ 7.50	135	\$ 1,012.50	\$ 7.50	135	33%	45	334
10	Remove Existing Asphalt	SY	\$ 5.50	2128	\$ 11,704.00	\$ 5.50	2128	33%	702	3,862
11	Remove Existing Do Not Pass Sign	EA	\$ 135.00	6	\$ 810.00	\$ 135.00	6	33%	2	267
12	Sign Removal-Painted Prairie	ls	\$ 3,600.00	0	\$ -	\$ 3,600.00	0	33%	0	-
13	Remove Existing Road Closed Sign	EA	\$ 135.00	1	\$ 135.00	\$ 135.00	1	33%	0	45
14	Remove Existing Soft Shoulder Sign	EA	\$ 135.00	3	\$ 405.00	\$ 135.00	3	33%	1	134
15	Remove Existing Fence Post	EA	\$ 37.00	3	\$ 111.00	\$ 37.00	3	33%	1	37
16	Cut to Stockpile	CY	\$ 1.60	22806	\$ 36,489.60	\$ 1.60	22806	33%	7526	12,042
17	Cut to Fill	CY	\$ 3.25	47104	\$ 153,088.00	\$ 3.25	47104	33%	15544	50,519
18	Potholing	ls	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	1	33%	0	3,300
19	Silt Fence	LF	\$ 3.30	9120	\$ 30,096.00	\$ 3.30	9120	33%	3010	9,932
20	Check Dams	EA	\$ 1,075.00	3	\$ 3,225.00	\$ 1,075.00	3	33%	1	1,064
21	Inlet Protection	EA	\$ 300.00	7	\$ 2,100.00	\$ 300.00	7	33%	2	693
22	Vehicle Tracking Pad	SF	\$ 1.60	3209	\$ 5,134.40	\$ 1.60	3209	33%	1059	1,694
23	Erosion Control Supervisor	DY	\$ 320.00	22	\$ 7,040.00	\$ 320.00	22	33%	7	2,223
24	Erosion Control Blanket-Aurora Std	SY	\$ 2.25	21881	\$ 49,232.25	\$ 2.25	21881	33%	7221	16,247
25	Const Marker-Lath at 100' oc-Aurora	LF	\$ 0.30	3800	\$ 1,140.00	\$ 0.30	3800	33%	1254	376
26	Const Marker-Temp Orange Fence-Aurora	LF	\$ 2.00	200	\$ 400.00	\$ 2.00	200	33%	66	132
27	Diversion Ditch	LF	\$ 2.70	600	\$ 1,620.00	\$ 2.70	600	33%	198	535
28	Relocate Existing Ground Vault	EA	\$ 4,800.00	4	\$ 19,200.00	\$ 4,800.00	4	33%	1	6,336
29	Reset Existing Gas Marker	EA	\$ 29.00	4	\$ 116.00	\$ 29.00	4	33%	1	38
30	Reset Existing Delineator	EA	\$ 29.00	5	\$ 145.00	\$ 29.00	5	33%	2	48
31	Reset Stop Sign & Street Name Signs	EA	\$ 118.00	3	\$ 354.00	\$ 118.00	3	33%	1	117
32	Reset Speed Limit Sign	EA	\$ 118.00	1	\$ 118.00	\$ 118.00	1	33%	0	39
33	Reset Snow Removal Sign	EA	\$ 118.00	1	\$ 118.00	\$ 118.00	1	33%	0	39
34	Reset Oakwood Homes Sign	EA	\$ 118.00	2	\$ 236.00	\$ 118.00	2	0%	0	-
35	Reset Soft Shoulder Sign	EA	\$ 118.00	1	\$ 118.00	\$ 118.00	1	33%	0	39
36	Reset Existing Side Road Sign	EA	\$ 118.00	2	\$ 236.00	\$ 118.00	2	33%	1	78
37	Reset to Marker	EA	\$ 118.00	1	\$ 118.00	\$ 118.00	1	33%	0	39
38	Relocate Existing Catholic Test Station	EA	\$ 1,050.00	7	\$ 7,350.00	\$ 1,050.00	7	33%	2	2,426
39	Relocate Existing Fence 15' behind Edge of Pav	LF	\$ 14.00	343	\$ 4,802.00	\$ 14.00	343	0%	0	-
40	Relocate Existing Vinyl Fence behind Guardrail	LF	\$ 39.00	270	\$ 10,530.00	\$ 39.00	270	0%	0	-
41	Relocate Existing Gate	EA	\$ 830.00	2	\$ 1,660.00	\$ 830.00	2	0%	0	-
42	Relocate Existing Vent Pipe	EA	\$ 2,600.00	4	\$ 10,400.00	\$ 2,600.00	4	33%	1	3,432
43	Adjust Existing Catholic Test Station Rim	EA	\$ 415.00	2	\$ 830.00	\$ 415.00	2	33%	1	274
44	Adjust Existing Telecoms Manhole Rim	EA	\$ 515.00	2	\$ 1,030.00	\$ 515.00	2	33%	1	340
45	Adjust Water Manhole New Rim	EA	\$ 510.00	12	\$ 6,120.00	\$ 510.00	12	33%	4	2,020
46	Adjust Existing Sanitary Manhole Rim	EA	\$ 510.00	1	\$ 510.00	\$ 510.00	1	33%	0	168
47	Adjust Existing Water Blowoff Rim	EA	\$ 350.00	2	\$ 700.00	\$ 350.00	2	33%	1	231
48	Adjust Water Valve Rim	EA	\$ 350.00	8	\$ 2,800.00	\$ 350.00	8	33%	3	924
49	Temporary Seeding	AC	\$ 5,400.00	4	\$ 19,800.00	\$ 5,400.00	4	33%	1	6,593
50	Permanent Seeding	AC	\$ 4,850.00	12	\$ 58,680.00	\$ 4,850.00	12	33%	4	19,366
51	Subgrade Preparation (12")	SY	\$ 1.10	24192	\$ 26,611.20	\$ 1.10	24192	33%	7983	8,782
52	Overlay Existing Asphalt	SY	\$ 19.00	910	\$ 17,290.00	\$ 19.00	910	33%	300	5,706
53	Full Depth Asphalt (10.5")	SY	\$ 48.50	21297	\$ 1,032,904.50	\$ 48.50	21297	33%	7028	340,858
54	Curb Cut	SF	\$ 9.50	870	\$ 8,265.00	\$ 9.50	870	33%	287	2,727
55	9" Conc Pavt	SY	\$ 60.00	1583	\$ 94,980.00	\$ 60.00	1583	33%	522	31,343
56	Retaining Walls	SF	\$ 48.00	5173	\$ 248,304.00	\$ 48.00	5173	0%	0	-
57	Type L Rip Rap	TN	\$ 69.00	55	\$ 3,795.00	\$ 69.00	55	33%	18	1,252
58	Conc Escalator	ls	\$ 19,860.00	1	\$ 19,860.00	\$ 19,860.00	1	33%	0	6,554
59	18" RCP	LF	\$ 75.00	395	\$ 29,625.00	\$ 75.00	395	33%	130	9,776
60	24" RCP	LF	\$ 130.00	295	\$ 38,350.00	\$ 130.00	295	33%	97	12,656
61	30" RCP	LF	\$ 150.00	278	\$ 41,700.00	\$ 150.00	278	33%	92	13,761
62	18" RCES	EA	\$ 1,300.00	1	\$ 1,300.00	\$ 1,300.00	1	33%	0	429
63	24" RCES	EA	\$ 1,600.00	1	\$ 1,600.00	\$ 1,600.00	1	33%	0	528
64	30" RCES	EA	\$ 2,300.00	2	\$ 4,600.00	\$ 2,300.00	2	33%	1	1,518
65	Type C Inlet	EA	\$ 2,700.00	2	\$ 5,400.00	\$ 2,700.00	2	33%	1	1,782
66	6" No. 14 Inlet	EA	\$ 4,600.00	2	\$ 9,200.00	\$ 4,600.00	2	33%	1	3,036
67	9" No. 14 Inlet	EA	\$ 6,300.00	2	\$ 12,600.00	\$ 6,300.00	2	33%	1	4,158
68	Storm Manhole	EA	\$ 6,200.00	2	\$ 12,400.00	\$ 6,200.00	2	33%	1	4,092
69	CDOT Type 7 F-Shaped Barrier Style CD with A	LF	\$ 70.00	267	\$ 18,690.00	\$ 70.00	267	0%	0	-
70	5' Sidewalk	LF	\$ 31.00	100	\$ 3,100.00	\$ 31.00	100	0%	0	-
71	10' Sidewalk	LF	\$ 53.00	5096	\$ 270,888.00	\$ 53.00	5096	0%	0	-
72	Type 1 Curb Ramp for 5' Sidewalk	EA	\$ 1,400.00	4	\$ 5,600.00	\$ 1,400.00	4	0%	0	-
73	Type 1 Curb Ramp for 8' Sidewalk	EA	\$ 1,800.00	4	\$ 7,200.00	\$ 1,800.00	4	0%	0	-
74	6" Vertical Curb & Gutter (Median)	LF	\$ 16.00	4857	\$ 77,712.00	\$ 16.00	4857	100%	4857	77,712
75	6" Vertical Curb & Gutter	LF	\$ 18.00	5359	\$ 96,462.00	\$ 18.00	5359	0%	0	-
76	2" Electric Conduit	LF	\$ 23.00	326	\$ 7,498.00	\$ 23.00	326	33%	108	2,474
77	3" Interconnect Conduit	LF	\$ 10.50	4633	\$ 48,646.50	\$ 10.50	4633	33%	1529	16,053
78	3" Traffic Signal Conduit	LF	\$ 24.00	646	\$ 15,504.00	\$ 24.00	646	33%	213	5,116
79	6" & 4" CL 160 PVC Sleeve @ 24" Depth	LF	\$ 24.00	383	\$ 9,192.00	\$ 24.00	383	33%	126	3,033
80	Interconnect Pull Boxes	EA	\$ 485.00	11	\$ 5,335.00	\$ 485.00	11	33%	4	1,761
81	Electric Pull Box with "Electric" Embossed on th	EA	\$ 485.00	6	\$ 2,910.00	\$ 485.00	6	33%	2	960
82	Traffic Signal Pull Box with "Traffic" Embossed	EA	\$ 550.00	6	\$ 3,300.00	\$ 550.00	6	33%	2	1,089
83	R3-7R Right Lane Must Turn Right	EA	\$ 245.00	3	\$ 735.00	\$ 245.00	3	33%	1	243
84	R3-8 Modified Lane Designation	EA	\$ 300.00	1	\$ 300.00	\$ 300.00	1	33%	0	99
85	R4-7 Keep Right Sign	EA	\$ 245.00	1	\$ 245.00	\$ 245.00	1	33%	0	81
86	R6-1R One Way	EA	\$ 215.00	1	\$ 215.00	\$ 215.00	1	33%	0	71
87	Type 1 (Yellow) Delineators	EA	\$ 29.00	9	\$ 261.00	\$ 29.00	9	100%	9	261
88	Type 2 (Crystal) Delineators	EA	\$ 32.00	11	\$ 352.00	\$ 32.00	11	0%	0	-
89	W11-10 w/Plaque "Truck Entering"	EA	\$ 300.00	1	\$ 300.00	\$ 300.00	1	33%	0	99
90	W1-4 Reverse Curve Sign	EA	\$ 300.00	1	\$ 300.00	\$ 300.00	1	33%	0	99
91	W4-2R Pavement Transition Right Merge	EA	\$ 270.00	1	\$ 270.00	\$ 270.00	1	33%	0	89
92	W6-2 Divided Road Ends Sign	EA	\$ 270.00	1	\$ 270.00	\$ 270.00	1	33%	0	89
93	W6-2 Divided Road Sign	EA	\$ 270.00	1	\$ 270.00	\$ 270.00	1	33%	0	89
94	W9-1R Right Lane Ends 1000 FT	EA	\$ 270.00	1	\$ 270.00	\$ 270.00	1	0%	0	-
95	W9-1R Right Lane Ends 500 FT	EA	\$ 270.00	1	\$ 270.00	\$ 270.00	1	0%	0	-
96	CDOT Type 3 Barricade	LF	\$ 30.50	139	\$ 4,239.50	\$ 30.50	139	0%	0	-
97	Survey	LS	\$ 62,000.00	1	\$ 62,000.00	\$ 62,000.00	1	33%	0	20,460
98	Survey-Large Pond	LS	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00	1	33%	0	990
99	Mobilization	LS	\$ 275,000.00	1	\$ 275,000.00	\$ 275,000.00	1	33%	0	90,750
100	Permit Fees	FA	\$ 1.00	1100	\$ 1,100.00	\$ 1.00	1100	33%	363	363
101	24" Solid White Stripe (Stop Line)	SF	\$ 19.00	74	\$ 1,406.00	\$ 19.00	74	33%	24	464
102	4" Dashed White Line 3' Dash 9' Space	LF	\$ 0.80	171	\$ 136.80	\$ 0.80	171	33%	56	45
103	4" Skip White Line, 10' Line, 30' Gap	LF	\$ 0.80	3230	\$ 2,584.00	\$ 0.80	3230	33%	1066	853
104	4" Solid Double Yellow Centerline	LF	\$ 1.60	1249	\$ 1,998.40	\$ 1.60	1249	33%	412	659
105	4" Solid White Right Edge or Turn Line	LF	\$ 0.80	5827						