

City of Littleton
Windermere Trail
SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") made and entered into this 15th day of AUGUST, 2019, by and between Shadycroft On the Highline Canal LLC, a Colorado limited liability company ("Developer"), and the City of Littleton, a municipal corporation, State of Colorado, (the "City"). Developer and the City are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located within the City (the "Property"), which is more particularly described on Exhibit A1 and depicted on Exhibit A2, attached hereto and incorporated herein by this reference; and

WHEREAS, Developer has presented a final subdivision plat for the Property ("Subdivision Plat"), which has been approved is expected to be recorded by the City at the time of, and in connection with, approval of this Agreement by the City; and

WHEREAS, the City and Developer agree that the development of the Property will require the installation of certain public improvements, which are primarily of benefit to the Property and not to the City as a whole; and

WHEREAS, the City and Developer mutually acknowledge and agree that the matters set forth herein are reasonable requirements to be imposed by the City, and that such matters are necessary to protect, promote, and enhance the public welfare; and

WHEREAS, the City and Developer desire to execute an agreement to provide for completion of the public improvements and to specifically define the rights and obligations of the parties;

NOW, THEREFORE, the City and Developer agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgements of the parties.
2. Representations. All representations of Developer made in its application shall be considered conditions of approval with which Developer shall comply, except as expressly provided otherwise in, or necessarily implied by, this Agreement.
3. Final Subdivision Approval as Condition. The obligation of Developer to construct and complete the Public Improvements, as defined below, is conditioned upon and shall arise only upon approval and recordation of the Subdivision Plat by the City.

4. Public Improvements. Developer is obligated to provide for the construction and installation of certain public improvements to serve the Property as generally identified on Exhibit A2, attached hereto and incorporated herein by this reference (the "Public Improvements").

- a. Developer shall submit to the City for approval final construction and engineering plans and drawings for the Property ("Construction Plans") and engineers' cost estimate of the Public Improvements (the "ECE") suitable to identify the quantity and type of all Public Improvements, in a form approved by City. The Construction Plans, to be incorporated herein by reference, shall bear the stamp of a Colorado licensed engineer with experience in the design and engineering of public improvements. The ECE shall be attached hereto as Exhibit B and shall supplement the Public Improvements identified in Exhibit B.
- b. Developer shall construct and install the Public Improvements in compliance with the Construction Plans, as approved by the City Public Works Department and/or by other responsible entities (Denver Water, South Metro Fire Rescue, applicable water and/or sanitation district, etc.), and with all ordinances, rules, regulations and standards of the City, including but not limited to, the Littleton City Code, the Storm Drainage Design and Technical Criteria Manual, the City's Engineering Requirements for Subdivisions and all other governing regulations (collectively, the "Plans and Specifications").
- c. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements and shall also file and receive all required permits for construction from the relevant agencies.
- d. Developer shall at its sole cost and expense engage a Colorado licensed professional engineer to provide inspection and testing as required by the City during the construction process. Copies of all such tests shall be provided to City promptly upon request. Developer shall contact City immediately upon the failure of any performance testing, and of any problems that arise, which may prevent construction or installation in accordance with the approved Construction Plans.
- e. No liability shall attach to City by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement.
- f. The Public Improvements identified on the Construction Plans shall be completed per the construction schedule (the "Schedule") shown as Exhibit C, attached hereto and incorporated herein by this reference, as it may be amended with the City's express written approval, in its sole discretion.

5. Completion of Public Improvements: Approval.

- a. Developer shall complete all Public Improvements per the approved Construction Plans and Specifications. Upon Developer's completion of construction of the Public Improvements, Developer's engineer shall certify in writing that the Public

Improvements have been completed in conformance with the Construction Plans and the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements to be accepted by the City and certify in writing and with specificity their conformity or lack thereof to the Construction Plans and Plans and Specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Construction Plans and Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. Prior to City acceptance of the Public Improvements Developer shall provide the Littleton Finance Department with an itemized cost breakdown and a summary sheet for the Public Improvements showing the design costs, the construction costs, the materials testing costs, and the cost of the "as built" drawings provided to the City. This submittal shall include copies of the paid invoices and receipts with the Public Improvement portions clearly identified in order to substantiate the cost summary provided by Developer. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

- b. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Construction Plans and the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date for start of the warranty period. A separate approval letter shall be obtained by Developer from Denver Water and from any applicable sanitation district for the water and sanitary sewer Public Improvements.
6. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date for the start of the warranty period, the Developer shall execute a deed to the City conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Public Improvements, if such conveyance has not already occurred. At such time, the Developer shall also execute a bill of sale conveying the Public Improvements to the City, free and clear of all liens and encumbrances. Prior to and as a condition of acceptance, Developer shall furnish to City unconditional lien waivers that all claims and payments to be made in connection with construction of the Public Improvements have been satisfied.
7. Warranty. All Public Improvements conveyed to the City shall be warranted for a period of one (1) year from the Acceptance Date, except as may be noted in Exhibit D, Special Terms and Conditions.
 - a. Final inspection, testing, and acceptance for the start of the warranty period of the Public Improvements shall comply with the City's acceptance requirements. Specifically, but not by way of limitation, Developer shall warrant that:
 - i. The title conveyed shall be good and its transfer rightful;

- ii. The Public Improvements are installed in a good and workmanlike manner and in substantial compliance with the Construction Plans, the Plans and Specifications and the requirements of this Agreement;
 - iii. The Public Improvements are constructed within streets or easements dedicated to the City on the Subdivision Plat or conveyed by other recorded instrument;
 - iv. The Public Improvements shall be conveyed free from any security interest or other lien or encumbrance; and
 - v. The Public Improvements shall be free of any defects in materials or workmanship for the warranty period. The warranty period shall automatically be extended until such Public Improvements are repaired and made acceptable.
- b. At the end of the warranty period, the City shall assume full responsibility for repairs and maintenance of the Public Improvements, except as required by City code, and upon request of the Developer, the City shall deliver to Developer a recordable, executed document, which releases the Property from any further effect of this Agreement.
8. Public Improvements Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit B, plus 25%.
- a. In order to secure the construction and installation of the Public Improvements, Developer agrees to provide a surety bond, letter of credit, or other suitable form of guarantee (the "Public Improvements Guarantee"), in a form and content satisfactory to the City Attorney, in which the City is designated as the beneficiary of an amount equal to 125% of the total cost, for the Public Improvements, as listed on Exhibit B of this Agreement. Developer shall complete the Public Improvements in accordance with the Schedule shown in Exhibit C. Developer may request extensions of up to one year within which to complete the Public Improvements, however, Developer shall make such extension requests at least thirty days prior to the expiration of time frames established within the Schedule. Any extension request shall require review and approval by the Public Works Department, and may require an extension or increase in the Public Improvements Guarantee, as necessary to cover inflation, real or anticipated.
 - b. Within ten (10) days of the Acceptance Date and the start of the warranty period, and performance of the conditions and requirements of this Agreement secured by the Public Improvements Guarantee, and upon the approval of the City Manager or his designee, the Public Improvements Guarantee shall be released to Developer with the City reserving 25% of the Public Improvements Guarantee until the completion of the warranty period. If the Public Improvements are not completed within the required time, the Public Improvements Guarantee may be

called by the City and the monies may be used to complete the Public Improvements; provided, however, that if such Public Improvements Guarantee is not sufficient to pay the actual costs, Developer shall be responsible for the balance. The final 25% of the Public Improvements Guarantee shall be released to Developer upon the expiration of the warranty period, or when all repairs of the Public Improvements are completed, whichever date is later.

- c. The required security for the Public Improvements is the amount mutually agreed upon by Developer and the City as set forth herein. The parties agree that this amount does not necessarily reflect the City's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the Public Improvements Guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the actual costs of all such Public Improvements.
 - d. The parties expressly agree that Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City, and approval by the City of the as-built drawings and summary, are essential requirements of this Agreement. In the event Developer fails to provide the as-built drawings and summary to the City at least thirty (30) days prior to the expiration of the Public Improvements Guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the Public Improvements Guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases of the Public Improvements Guarantee shall be granted by the City until such as-built drawings are provided and all Public Improvements are accepted by the City for start of the warranty period.
9. Title Policy/Phase I Environmental Report. Prior to the recordation of the Subdivision Plat for the Property, Developer shall provide the City a commitment for a title insurance policy, indicating that the property to be dedicated to the City is free and clear of all encumbrances, which would make the public dedications contained thereon or provided in connection therewith, unacceptable as the City in its sole discretion determines. Developer shall also provide the City with a Phase I Environmental Report for the Property. If required by the City, Developer shall also provide the City with a Phase II and/or Phase III Environmental Report for the Property. Such environmental reports shall be prepared by a certified environmental engineer and the costs of City review of such reports shall be paid by Developer. In the event the title commitment or the Phase I Environmental Report reflect encumbrances or conditions, which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Subdivision Plat.

At the time of recording the Subdivision Plat, the title insurance policy shall be provided to the City, and the premium for the title insurance shall be paid by the Developer.

10. Conditions of Certificate of Occupancy. In addition to all requirements of the Littleton City Code and any requirements imposed by operation of state, federal, or local law, no certificate of occupancy on any part of the Property shall be issued until:
 - a. This Agreement has been recorded in the Clerk and Recorder's Office of the county where the Property is located, and a recorded copy is on file in the Office of the City Clerk.
 - b. All Public Improvements have been accepted at the end of the warranty period, or a Public Improvements Guarantee to secure all Public Improvements has been provided in accordance with this Agreement.
11. Special Terms and Conditions. Developer shall comply with the special terms and conditions described on Exhibit D, attached hereto and incorporated herein by this reference.
12. Voluntary Action of Developer. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Public Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Plans and Specifications, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or the Plans and Specifications. The agreements to pay fees, and construct and dedicate the Public Improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in rough proportion to such impacts.
13. Breach by Developer; City's Remedies. In the event of any default or breach by Developer of any term, condition, covenant or obligation under this Agreement, the City Manager or his designee shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:
 - a. The refusal to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
 - b. The recording, with the Clerk and Recorder of the county where the Property is located, of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. An affidavit signed by the City Manager or his designee and

approved by the City Council stating that the default has been cured shall remove this restriction;

- c. A demand that the security given for the completion of the Public Improvements be paid or honored;
 - d. The refusal to consider further development plans on the Property; and/or
 - e. Any other remedy available at law.
 - f. Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the applicable county's Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.
14. City Right to Complete Improvements. The City shall have the right to call the Public Improvements Guarantee and use the monies to complete the Public Improvements either by itself or by contract with a third party or by assignment of the its rights to a successor developer who has acquired the Property by purchase, foreclosure or otherwise.
15. Assignment. This Agreement may not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.
16. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
17. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.
18. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.
19. 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 City and Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person. It

is the express intention of City and Developer that any person other than City or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. Additional Documents or Action. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
21. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
22. Covenant Running with the Land. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of the county where the Property is located, so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof. The parties agree that this Agreement and all obligations contained herein shall remain with the Property, for the Developer or any future owner(s) of the Property, or any portion thereof.
23. Indemnification. Developer shall indemnify and hold harmless the City from any and all suits, actions, or claims, of every nature and description, which arise from or on account of the construction or installation of the Public Improvements; and any and all suits, actions, or claims, which arise from or as a result of Developer's breach of any of its obligations hereunder or the negligent or willful misconduct of Developer or any of its employees, agents or contractors; and Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim, together with all reasonable expenses and attorney's fees incurred by the City in defending any such suit, action or claim.
24. Insurance. Developer shall require all contractors engaged in the construction of the Public Improvements maintain workers' compensation insurance. Before proceeding with the construction of the Public Improvements, Developer shall provide the City with written evidence of property damage insurance and bodily injury insurance in an amount not less than \$400,000 or such other maximum amount of liability as may be specified by the Colorado Governmental Immunity Act, and protecting the City against any and all claims for damages to person or property resulting from construction and/or installation of any Public Improvements pursuant to this Agreement. The policy shall provide that the City shall be notified at least thirty days in advance of any reduction in coverage, termination or cancellation of the policy. Developer shall require that all contractors and other employees engaged in the construction of the Public Improvements shall maintain adequate workmen's compensation insurance and liability coverage in limits not less than those described above.
25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, successors, and assigns.
26. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions,

one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning, which renders it valid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the county where the Property is located.
28. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.
29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.
30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.
31. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:	City of Littleton City Manager 2255 West Berry Avenue Littleton, CO 80120
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Notice to Developer:	Shadycroft On The Highline Canal LLC Thomas Barenbeg 1745 Shea Center Dr., Suite 370 Highlands Ranch, CO 80129
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WHEREAS, the parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

Shadycroft On The Highline Canal LLC
a Colorado limited liability company

By: [Signature]
Name: THOMAS N. HALL
Title: member

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 15th day of
August, 2019 by Thomas N. Hall as member of
Shadycroft on the Highline, a Colorado limited liability company
Canal LLC

My commission expires:
10/12/2022

[Signature]
Notary Public

CARLOS ESTRADA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184040173
MY COMMISSION EXPIRES 10/12/2022

CITY:

CITY OF LITTLETON, a municipal
corporation

ATTEST

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT A1
Legal Description of Property

A PORTION OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 01909220 OF THE ARAPAHOE COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE N00°07'20"E, A DISTANCE OF 654.59 FEET;
THENCE N56°31'38"E, A DISTANCE OF 35.88 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE HIGHLINE CANAL AND THE EAST RIGHT-OF-WAY LINE OF SOUTH WINDERMERE STREET, ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE N00°07'20"E, A DISTANCE OF 345.23 FEET;
THENCE N89°57'05"E, A DISTANCE OF 365.62 FEET;
THENCE N00°30'28"W, A DISTANCE OF 36.89 FEET TO THE SOUTHWEST CORNER OF BLOCK 3, BEL-VUE HEIGHTS WEST FILING NO. 2 AS RECORDED AT RECEPTION NO. 875745 OF THE ARAPAHOE COUNTY RECORDS;
THENCE ALONG SAID SOUTH LINE N89°59'58"E, A DISTANCE OF 219.73 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF THE HIGHLINE CANAL;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S56°31'38"W, A DISTANCE OF 699.54 FEET TO THE POINT OF BEGINNING, CONTAINING 98,311 SQUARE FEET OR 2.2569 ACRES, MORE OR LESS.

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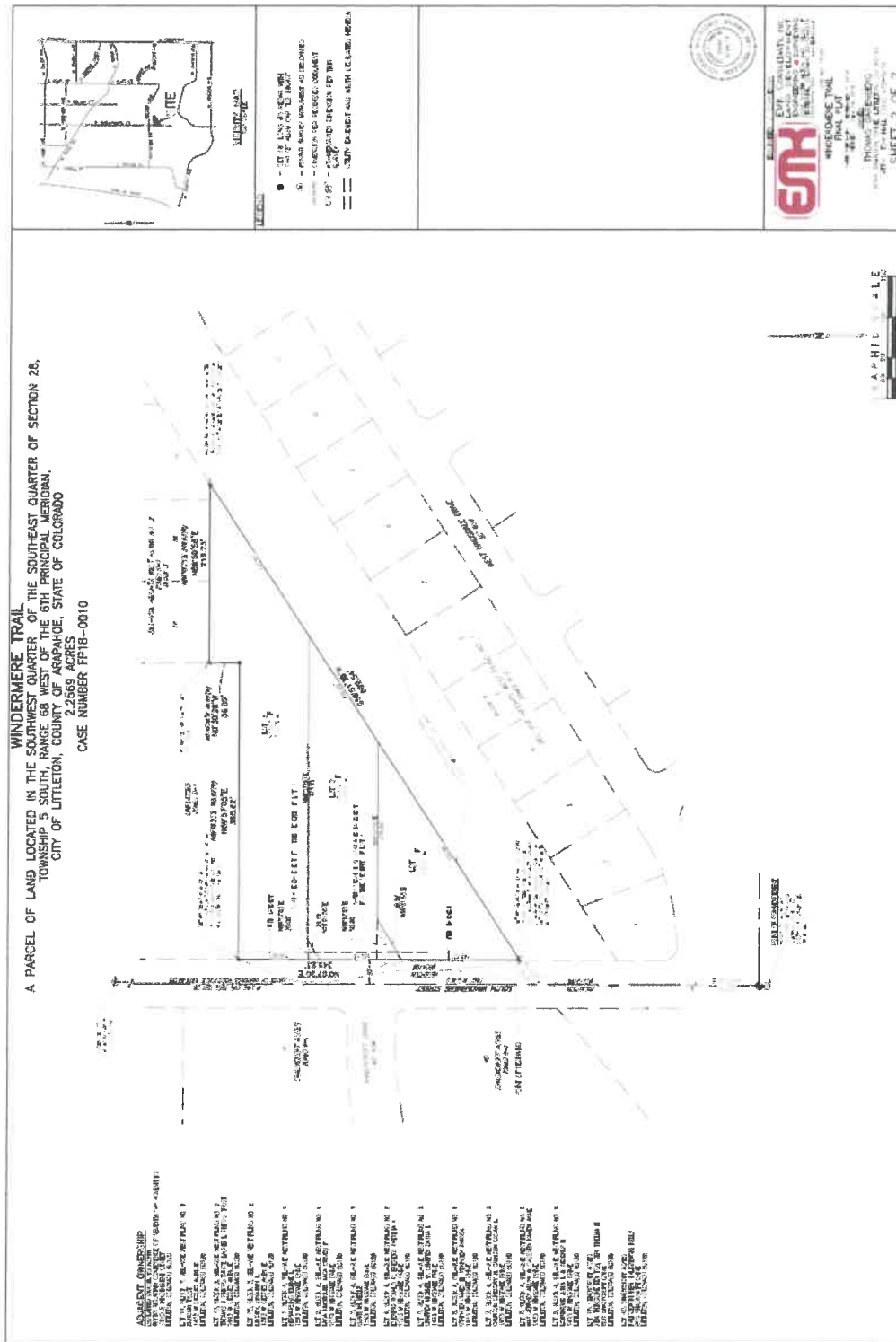


EXHIBIT B

Itemization of Public Improvements and Construction Costs



EMK CONSULTANTS, INC. LAND DEVELOPMENT
ENGINEERING SURVEYING SERVICES AND SOLUTIONS
 7006 S. Alton Way, Building F Centennial, Colorado 80112-2018 (303)694-1520 www.EMKC.com

Windermere Trail Subdivision

ENGINEER'S OPINION OF PROBABLE COST FOR PUBLIC IMPROVEMENTS

EMK JOB NO. 13100.00

May 10, 2019

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
STREETS					
1	Remove Asphalt	1432	SY	\$20.00	\$28,640.00
2	Full Depth Asphalt (6" Assumed)	1546	SY	\$36.00	\$55,656.00
3	Rollover Curb, Gutter and Sidewalk	280	LF	\$28.00	\$7,840.00
4	Vertical Curb and Gutter w/ Sidewalk	73	LF	\$28.00	\$2,044.00
5	Highline Canal Curb Cut Flatwork	347	SF	\$4.00	\$1,388.00
6	Remove/Relocate Sign or Mailbox	3	EA	\$150.00	\$450.00
STREETS TOTAL					\$96,018.00
DRAINAGE IMPROVEMENTS					
1	Property Line Drainage Curbs	1174	LF	\$16.00	\$18,784.00
2	Curb Chase	3	EA	\$500.00	\$1,500.00
3	Remove 15" RCP	193	LF	\$10.00	\$1,930.00
4	18" Class III RCP	316	LF	\$55.00	\$17,380.00
5	Type 13 Inlet	2	EA	\$4,000.00	\$8,000.00
DRAINAGE TOTAL					\$47,594.00
UTILITIES					
1	8" SDR 35 Sewer Pipe	400	LF	\$22.00	\$8,800.00
2	4' Diameter Sanitary Manhole	1	EA	\$2,400.00	\$2,400.00
3	4" Diameter Sanitary Service	6	EA	\$1,200.00	\$7,200.00
4	Water Service Connection	2	EA	\$1,100.00	\$2,200.00
UTILITIES TOTAL					\$20,600.00
STREETS, DRAINAGE & UTILITIES SUBTOTAL					\$164,212.00
CONTINGENCY (25%)					\$41,053.00
GRAND TOTAL					\$205,265.00

QUALIFICATION STATEMENT: The ENGINEER has no control over the cost of labor, materials, equipment, the contractor's method of determining prices, or over competitive bidding or market conditions. The opinion of probable construction cost provided for herein is made on the basis of his experience and qualifications and represents his best judgment as an engineer familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or construction costs will not vary from his opinions of probable cost. If the CLIENT wishes greater assurance as to the construction cost, he may desire an independent cost estimator.

Prepared By:

David J. Ott, P.E.

Approved By:

Thomas N. Hall, Agent for Thomas Barenberg

Accepted By:

City Engineer or Director of Public Works



5-16-19

Date

5-15-2019

Date

6/14/19

Date



EMK CONSULTANTS, INC. LAND DEVELOPMENT
ENGINEERING SURVEYING SERVICES AND SOLUTIONS
 7006 S. Alton Way, Building F Centennial, Colorado 80112-2019 (303)694-1520 www.EMKC.com

Windermere Trail Subdivision

ENGINEER'S OPINION OF PROBABLE COST FOR GESC BMPs

EMK JOB NO. 13100.00					May 9, 2019	
Item No.	BMP	ID	Unit	Installation Unit Cost	Initial/Interim Quantity	Initial/Interim Cost
1	Concrete Washout Area	CWA	EA	\$100.00	1	\$100.00
2	Construction Fence	CF	LF	\$2.00	1628	\$3,246.00
3	Rock Sock	RS	LF	\$16.00	30	\$480.00
4	Inlet Protection	IP	EA	\$200.00	6	\$1,200.00
5	Sediment Trap	ST	EA	\$600.00	3	\$1,800.00
6	Seeding and Mulching	SM	AC	\$2,500.00	0.8	\$2,000.00
7	Silt Fence	SF	LF	\$2.00	1520	\$3,040.00
8	Stabilized Staging Area	SSA	SY	\$2.00	200	\$400.00
9	Vehicle Tracking Control	VTC	EA	\$1,000.00	1	\$1,000.00
10	Mobilization	MB	LS	\$5,000.00	1	\$5,000.00
SUBTOTAL						\$18,266.00
CONTINGENCY (25%)						\$4,566.50
GRAND TOTAL						\$22,832.50

Note: All unit costs obtained from the Arapahoe County GESC Permit Engineer's Cost Estimate Spreadsheet for Final BMPs.

QUALIFICATION STATEMENT: The ENGINEER has no control over the cost of labor, materials/equipment, the contractor's method of determining prices, or over competitive bidding or market conditions. The opinion of probable construction cost provided for herein is made on the basis of his experience and qualifications and represents his best judgment as an engineer familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or construction costs will not vary from his opinions of probable cost. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Prepared By:

David J. Ott, P.E.



Date

Approved By:

Thomas N. Hall, Agent for Thomas Barenberg

Date

Accepted By:

City Engineer or Director of Public Works

Date

G:\13100 Windermere\Cost Estimates\WT-GESC-Cost Estimate.xlsx

EXHIBIT C
Construction Schedule

All improvements shown on the Final Construction Documents, prepared by EMK Consultants, Inc, last dated 07/01/2019 shall be completed and accepted by the City prior to issuance of a building permit for Lot 2 or Lot 3.

EXHIBIT D
Special Terms and Conditions

Developer shall comply with the following special terms and conditions:

Specific Terms and Conditions Applicable to the Public Improvements.

a. Water and Sanitary Sewer.

- i. Developer shall extend the City of Littleton public sanitary sewer main, as depicted on the Final Construction Documents. Design, installation, ownership, maintenance, warranty and acceptance requirements of the sanitary sewer facilities shall be in accordance with City's rules and regulations.
 1. The Developer shall have the right to request a Cost Recovery Agreement for those lots that may benefit from the extension of the public sanitary sewer main, which are not part of this subdivision.
 2. Sewer Tap Fees:
 - a. Lot 1 shall apply for a Sewer Tap Permit prior to connection to the sanitary sewer main.
 - b. Lot 2 and 3: City of Littleton sewer tap fees will be assessed and collected at time of building permit issuance.
- ii. Resolution of problems associated with sediment deposition or clogging of sanitary sewer mains by construction debris from the Property shall be the responsibility of Developer.
- iii. The Developer shall design and install water lines and other water improvements in accordance with Denver Water Board standards and specifications and subject to approval by the Denver Water Board and South Metro Fire Protection District.

b. Storm Drainage.

- i. Developer shall install and maintain required erosion control measures (such as straw bales and silt fences) per the approved Erosion and Sediment Control Plan prepared by Developer to protect adjoining properties from silt and sediment deposition during construction, until vegetation has progressed to a state to deem such measures unnecessary.
- ii. Developer's engineer will certify, as requested by the City, that phased erosion and sediment control measures are completed according to the approved Erosion and Sediment Control Plan. Resolution of problems associated with the storm drainage system due to erosion and sediment deposits or clogging by construction debris shall be the responsibility of Developer.

- iii. The Developer will be responsible for constructing and installing the storm sewer and related appurtenances in accordance with the Final Construction documents.
- c. Traffic Signalization. Not applicable.
- d. Utility Lines. The Developer agrees that all proposed utility lines and services, and all street lighting circuits, within the subdivision shall be installed underground. The Developer has entered into an Undergrounding Agreement to defer the burial of existing utility lines and services, and all street lighting circuits
- e. Streets.
 - i. The Developer will be responsible for improving the roadway and adjacent curb, gutter and sidewalk in accordance with the Final Construction documents.
 - ii. Sidewalk adjacent to Highline Canal Bridge. The Developer shall be responsible for constructing the five (5) foot sidewalk along the property frontage of S. Windermere Street. The City has agreed to reimburse the developer for that portion of sidewalk south of the subject property, connecting to the Highline Canal bridge to improve accessibility. The developer shall submit the proposed unit pricing to the City for review and approval prior to commencing construction. Upon completion and acceptance of said sidewalk, the Developer shall submit an invoice to the City for payment.