

**COST SHARE AGREEMENT
CHAMBERS ROAD IMPROVEMENTS
104TH AVENUE TO 117TH AVENUE**

This **COST SHARE AGREEMENT** (“**Agreement**”) is made and entered into this _____ day of _____, 2022 (“**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT (“**Reunion**”), a Colorado special district and the CITY OF COMMERCE CITY, a Colorado home rule municipality (the “**City**”) (collectively, “**Parties**”).

RECITALS

WHEREAS, Reunion and Clayton Properties Group II, Inc. own, have developed, or will own and/or develop property along the current alignment of Chambers Road from north of 104th Avenue to 112th Avenue; and

WHEREAS, in light of development within and surrounding Chambers Road from north of 104th Avenue to 112th Avenue in the near term, the Parties have determined it is appropriate to work together to cause widening of Chambers Road to a minor arterial cross section including sidewalks, landscaping and irrigation improvements, bridge replacement at Second Creek, and traffic signals (the “**Shared Road Improvements**”) through a coordinated construction effort, estimated for completion in March, 2025, as more fully detailed on **Exhibit A-1**, attached hereto and incorporated herein; and

WHEREAS, the City has requested, in conjunction with the design and construction of the Shared Road Improvements, that certain additional improvements be made to Chambers Road north of 112th Avenue, as more fully detailed on **Exhibit A-2**, attached hereto and incorporated herein (the “**City Road Improvements**” and together with the Shared Road Improvements, the “**Chambers Road Improvements**”); and

WHEREAS, completion of the Chambers Road Improvements will also include right of way and easement acquisition, undergrounding of overhead electric lines, relocation of existing utilities, fence relocation, existing driveway re-alignments, sidewalks, replacement of the existing Second Creek drainage structure with a new bridge to accommodate a pedestrian underpass, a golf cart/pedestrian underpass at the Buffalo Run Golf Course, drainage infrastructure for the roadway improvements, traffic signals, sidewalks, lighting, and necessary potable, sanitary sewer, and non-potable infrastructure to facilitate future development adjacent to the roadway widening, as more fully detailed herein; and

WHEREAS, the Parties desire to establish terms for the payment of costs related to the installation and construction of the Chambers Road Improvements and the Parties’ respective allocation associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Design and Permitting.

a. The Parties agree that Reunion has, prior to the execution of this Agreement, undertaken and is completing the survey, engineering, design, plan preparation and permitting associated with the Chambers Road Improvements, including the following (the “**Design Work**”):

- (i) Title commitments;
- (ii) Design and utility surveys;
- (iii) Property surveys and base mapping preparation;
- (iv) Geotechnical engineering;
- (v) Traffic studies and engineering;
- (vi) Environmental engineering and permitting;
- (vii) Roadway design and plans;
- (viii) Traffic signal design and plans;
- (ix) Signage, striping and lighting plans;
- (x) Drainage design and plans;
- (xi) Stormwater management design and plans;
- (xii) Demolition and restoration of existing improvements design and plans;
- (xiii) Landscaping and irrigation design and plans;
- (xiv) Electric relocation design and plans;
- (xv) Gas line relocation design and plans;
- (xvi) Telecommunication relocation design and plans;
- (xvii) Water and irrigation line relocation design and plans;
- (xviii) Preparing legal descriptions for easement and right-of-way acquisition;

- (xix) Drainage studies and stormwater management reports;
- (xx) Right-of-way plans; and
- (xxi) Cost estimates

b. The Parties shall each be responsible for their percentage of costs associated with the Design Work for the Shared Road Improvements according to the allocations set forth in **Exhibit B-1** and **Exhibit B-2**, attached hereto and incorporated herein. The City shall be responsible for one hundred percent (100%) of the costs associated with the Design Work for the City Road Improvements, as more fully set forth herein.

c. In its contract for the Design Work, Reunion shall include the following:

(i) Insurance requirements as are standard to Reunion design contracts, specifically naming the City and its elected and appointed officials, employees, and agents as an “additional insured” (with the exception of workers’ compensation and employer’s liability insurance policies, if any). Reunion shall require the Reunion Contractor to provide a certificate or certificates of insurance to the City;

(ii) To expressly name the City as a third-party beneficiary of the contract with respect to Design Work relating to the Property Rights, as defined below, that the City is obligated to acquire pursuant to this Agreement;

(iii) Indemnity provisions protecting the City and its elected and appointed officials, employees, and agents to the same extent as Reunion and its directors, officers, agents and employees;

(iv) To expressly name the City as a third-party beneficiary of the contract with respect to the insurance, indemnity and defense, warranty, and standard of care provisions.

d. All requisite property interests as are necessary for construction of the Chambers Road Improvements shall be referred to herein as the “**Property Rights**,” and are further described and shown upon **Exhibit C**, attached hereto and incorporated herein. The Parties agree that in connection with real property under their respective control or ownership, they will provide all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Chambers Road Improvements, at no cost to the other Party hereto. The Parties agree that at their own cost, they shall provide, acquire, or obtain all necessary property interests, easements, licenses, or rights of ways deemed necessary for construction of the Chambers Road Improvements, as the same are designated as “City Right of Way Acquisition” and “City Temporary Construction Easement” (collectively, the “**City Property Rights**”) and as the “Reunion Right of Way Acquisition” and the “Reunion Temporary Construction Easement” (collectively, the “**Reunion Property Rights**”) respectively, as shown on **Exhibit C**, attached hereto and incorporated herein. In relation to the City Property Rights, the City agrees that Reunion or its design professional engaged to provide the Design Work shall, on behalf of the City, engage HC Peck Associates to assist in the acquisition of the City Property Rights, the costs of which shall be payable by the City directly to HC Peck and Associates in accordance with and

at the times required in the executed agreements prepared by HC Peck Associates. The Parties agree that the District shall be held harmless by the City in relation to any claims from HC Peck Associates related to payment of any amounts due to the same pursuant to the aforementioned agreement, and that the District assumes no liability for delinquent payments or payments not made to HC Peck Associates by the City in relation to the same. In the event that condemnation is required for the City Property Rights, Reunion shall have no further obligation to pursue the acquisition of the City Property Rights on behalf of the City and the final services necessary for acquisition will be contracted directly with HC Peck Associates or others as needed by the City.

e. Nothing in this Agreement shall be construed to be a waiver by the City of its police power or its legislative authority to make decisions regarding the exercise of its eminent domain authority. Nothing in this Agreement shall bind the City to exercise its power of eminent domain, or to in any other manner be precluded from making a legislative determination regarding how its eminent domain authority is exercised.

2. Bidding and Contracting.

a. Upon completion of the Design Work, Reunion shall solicit bids for the construction of the Shared Road Improvements and the City Road Improvements, in accordance with any statutory public bidding requirements. Within ten (10) business days of the date of the deadline for bidders to submit bids to Reunion, Reunion shall remit such bids to the City and consult with the City in relation to the cost for the construction of the Shared Road Improvements and the City Road Improvements as indicated by the bids received.

(i) The Parties shall then, within thirty (30) business days of the remittance of the bids from Reunion to the City, mutually determine whether or not to proceed with the Shared Road Improvements. If the Parties determine to proceed with the Shared Road Improvements, the Parties shall also determine a mutually agreeable contractor to complete the Shared Road Improvements based upon such bid results. If the Parties determine not to proceed with the Shared Road Improvements, the Parties will document the same in writing, signed by both Parties, and this Agreement shall be terminated in relation to any future obligations of either Party in relation to the construction and payment of costs relative to the Shared Road Improvements. Notwithstanding the termination of this Agreement in relation to the construction and payment obligations relative to the Shared Road Improvements, the City shall still be obligated to reimburse Reunion for costs for the Design Work related to the same as set forth herein.

(ii) The City shall, within thirty (30) business days of receipt of the bids for the City Road Improvements, notify Reunion in writing whether or not it desires to proceed with the City Road Improvements. If the City determines to proceed with the City Road Improvements, the Parties shall determine a mutually agreeable contractor to complete the City Road Improvements based upon such bid results. If the City determines not to proceed with the City Road Improvements, this Agreement shall be terminated in relation to any future obligations of either Party in relation to the construction and payment of costs relative to the City Road Improvements. Notwithstanding the termination of this Agreement in relation to the construction and payment obligations relative to the City Road Improvements, the City shall still be obligated to reimburse Reunion for costs for the Design Work related to the same as set forth herein.

b. Notwithstanding anything in this Agreement to the contrary, Reunion shall be under no obligation to solicit bids or proceed with the construction of the Shared Road Improvements unless and until Reunion has funding in place or has a reasonable certainty, in the sole discretion of Reunion, that it has sufficient capacity and ability to issue bonds in an amount necessary to fund its portion of the Shared Road Improvements, and has appropriated the same to pay for Reunion's share of the costs of the Shared Road Improvements (the "Reunion Financing"). In the event the Reunion Financing cannot be met prior to such time as Reunion is to award contracts for the construction of the Shared Road Improvements, Reunion may suspend its obligations under this Agreement as the same relates to the Shared Road Improvements, in its sole discretion, by providing the City with written notice of the same, with such suspension to continue until the Reunion Financing may occur, in the sole discretion of Reunion.

c. Upon the Parties' determination of a mutually agreeable contractor or contractors to complete the Shared Road Improvements or the City Road Improvements, as applicable, based upon such bid results, Reunion shall be authorized to enter into a construction contract with such contractor(s) (the "**Reunion Contractor**" or, if more than one, each a "**Reunion Contractor**"), subject to the requirements of this Agreement, and to issue such notices to proceed as appropriate. All executed construction documents shall be provided to the City for its records.

d. Reunion shall be authorized to enter into construction, construction management and quality assurance/geotechnical engineering contracts with qualified contractors, subject to the requirements of this Agreement, and to issue such notices to proceed as appropriate. All such executed contracts shall be provided to the City for its records. In all such contracts, Reunion shall include the following:

(i) Insurance requirements as are standard to Reunion construction projects, specifically naming the City and its elected and appointed officials, employees, and agents as an "additional insured" (with the exception of workers' compensation and employer's liability insurance policies, if any). All references to the "District" or Reunion and its "directors, officers, employees and agents" with respect to any insurance shall mean the City and its elected and appointed officials, employees, and agents, respectively. Reunion shall require the Reunion Contractor to provide a certificate or certificates of insurance to the City at the City's written request;

(ii) To require payment and performance bonds and a one-year warranty guarantee for the Shared Road Improvements or the City Road Improvements, as applicable;

(iii) Indemnity provisions protecting the City and its elected and appointed officials, employees, and agents to the same extent as Reunion and its directors, officers, agents and employees; and

(iv) To expressly name the City as a third-party beneficiary/obligee of the contract with respect to all provisions relating to the obligation to perform the work, insurance, indemnity and defense, and warranty provisions for any part of the work to owned by or dedicated to the City.

e. Prior to the award of any contract(s) for the construction of the Shared Road Improvements or the City Road Improvements, the City and Reunion shall cooperatively develop a public communication plan relative to scheduling, traffic detours, and other matters affecting the public related to the construction of the Shared Road Improvements or the City Road Improvements, as applicable.

f. In relation to any change orders to any contracts associated with the Shared Road Improvements or the City Road Improvements which will result in an increase in the contract price of the work under such contract, , Reunion shall present the same to the City for review and consideration. The City shall have five (5) business days to consider any such change order and if no objection is made within the allotted time period, the same shall be deemed approved and the cost increase shall be shared between the Parties according to the cost allocations set forth in Paragraph 3 of this Agreement. If the City objects to such change order, the Parties shall meet and work in good faith to resolve the issue.

g. Reunion shall have sole discretion in its approval of change orders deemed to be necessary on an Emergency Basis, as hereinafter defined, and shall provide the City notice of all such approvals and the scope of such emergency within twenty-four (24) hours of any such event. Costs for all such emergency change orders shall be shared between the Parties according to the respective cost allocations as set forth in Paragraph 3 of this Agreement. “**Emergency Basis**” is hereby defined as any event or condition that poses an immediate or imminent threat of physical harm to persons or property.

h. Reunion shall provide written monthly reports to the City at its request regarding the status of construction. In addition, Reunion shall hold weekly meetings with the Reunion Contractor(s) and shall provide minutes of any such meeting to the City within a reasonable time after any such meeting.

i. Any liquidated damages imposed by Reunion on a Reunion Contractor shall be applied to the City in accordance with the allocations set forth in Paragraph 3 of this Agreement.

j. Any property of the City damaged or destroyed by Reunion or its contractors or subcontractors incident to this Agreement, excluding any property intended to be affected by the work, shall be promptly repaired or replaced by Reunion to the City’s satisfaction, or in lieu of such repair or replacement, Reunion shall pay to the City, or provide as a credit against amounts that may be due to Reunion from the City in accordance with Paragraph 4 of this Agreement, money in an amount sufficient to compensate for the loss sustained by the City by reason of damage to or destruction of City property.

3. Cost Allocations.

a. Upon acceptance of a bid or bids for the construction of the Shared Road Improvements or the City Road Improvements as set forth in Paragraph 2 above, approval of the final plans and specifications, issuance of the final permits, and the acquisition of any and all necessary Property Rights and other property interests for construction of the same, the Parties agree that Reunion shall coordinate and be responsible for the construction of each element of the Shared Road Improvements or the City Road Improvements, as applicable. Such construction

shall be completed substantially in accordance with all approved plans and specifications and Reunion will timely make payment of all costs related to the Shared Road Improvements or the City Road Improvements, as applicable, as the same become due and payable.

b. The costs of the Design Work and the construction, including construction management and quality assurance/geotechnical engineering for the Shared Road Improvements shall be based upon the actual costs incurred by Reunion for the Design Work and the accepted bid(s) received and the contract(s) awarded by Reunion relating to construction of the Shared Road Improvements, as set forth in Paragraph 2 above, plus the Agreed Contingency (collectively, the “**Shared Road Improvement Costs**”). Such Shared Road Improvement Costs shall be allocated as set forth in **Exhibit B-1** (which sets forth the allocations of the Shared Road Improvement Costs for the City) and **Exhibit B-2** (which sets forth the allocations of the Shared Road Improvement Costs for Reunion).

c. The costs of the Design Work (including costs related to the City Property Rights) and the construction, including construction management and quality assurance/geotechnical engineering for the City Road Improvements shall be based upon the accepted bid(s) received and the contract(s) awarded by Reunion relating to completion of the City Road Improvements, as set forth in Paragraph 2 above, plus the Agreed Contingency (collectively, the “**City Road Improvement Costs**”), all of which shall be the responsibility of the City as more fully set forth herein. A summary of these costs is set forth in **Exhibit B-3**, attached hereto and incorporated herein.

4. City Reimbursement for Design Work and Construction Costs.

a. Upon execution of this Agreement, Reunion shall provide the City with an accounting of any costs incurred by Reunion to date for the Design Work, which shall include an accounting of both the Shared Road Improvement Costs (and detailing the City’s share of the same in accordance with the allocations set forth in Exhibit B-1) and the City Road Improvement Costs related to the Design Work allocated to the City (the “**Initial Invoicing**”). Within thirty (30) calendar days of the execution of this Agreement, the City shall reimburse Reunion the amount set forth on the Initial Invoicing. Thereafter, on a periodic basis, but no more frequently than monthly, Reunion shall provide the City with an invoicing for any additional costs incurred by Reunion since the date of the last such invoicing for the Design Work, which shall include an accounting of both the Shared Road Improvement Costs (and detailing the City’s share of the same in accordance with the allocations set forth in Exhibit B-1) and the City Road Improvement Costs (including any costs related to the acquisition of the City Property Rights) (each a “**Design Work Reimbursement Notice**”). Within thirty (30) calendar days of the date of any Design Work Reimbursement Notice, the City shall remit to Reunion the amount set forth thereon.

b. After commencement of construction of the Shared Road Improvements, on a periodic basis, but no more frequently than monthly, Reunion shall provide the City with any pay applications submitted to Reunion by any Reunion Contractor for any work done during the period since the prior pay application(s) submitted. The City shall have ten (10) business days to provide any comments or questions on any such pay application to Reunion, which shall be in writing. Upon receipt of a final invoice based on any such pay application, Reunion shall then provide the City a final invoice accounting for the costs incurred by Reunion related to the Shared

Road Improvements for such period as set forth in the pay application as reviewed by the City and approved by Reunion in accordance with the contract between Reunion and such Reunion Contractor, which shall include an accounting of such Shared Road Improvement Costs allocated to the City for the current period in accordance with Exhibit B-1 (each a “**Shared Road Improvement Costs Reimbursement Notice**”). Within thirty (30) calendar days of the date of any Shared Road Improvement Costs Reimbursement Notice, the City shall remit to Reunion the amount set forth thereon.

c. After commencement of construction of the City Road Improvements, on a periodic basis, but no more frequently than monthly, Reunion shall provide the City with any pay applications submitted to Reunion by any Reunion Contractor for any work done during the period since the prior pay application(s) submitted. The City shall have ten (10) business days to provide any comments or questions on any such pay application to Reunion, which shall be in writing. Upon receipt of a final invoice based on any such pay application, Reunion shall then provide the City a final invoice accounting for the costs incurred by Reunion related to the City Road Improvements for such period as set forth in the pay application as reviewed by the City and approved by Reunion in accordance with the contract between Reunion and such Reunion Contractor, (each a “**City Road Improvement Costs Notice**”). Within thirty (30) calendar days of the date of any City Road Improvement Costs Reimbursement Notice, the City shall remit to Reunion the amount set forth thereon.

d. After final acceptance of the Shared Road Improvements or the City Road Improvements, as applicable, Reunion will provide written certification to the City (each a “**Certification**”), which will include an accounting of all costs related to construction of the Shared Road Improvements or the City Road Improvements, as applicable, exclusive of the Design Work. Any Certification shall include the final amount of the due to Reunion from the City for the construction of the Shared Road Improvements or the City Road Improvements, as applicable, less any prior payments by the City, any uncompensated loss sustained by the City by reason of any damage or destruction of City property, or any applied liquidated damages (the “**Final City Reimbursement Amount**”), or the amount of any overpayment by the City to be returned by Reunion. The City may object to any errors related to amount identified in any Certification within thirty (30) calendar days of the date of such Certification (the “**Reporting Period**”). The Final City Reimbursement Amount shall be paid to Reunion not later than sixty (60) calendar days after the Reporting Period. Reunion shall return any overpayment to the City not later than sixty (60) calendar days after the Reporting Period and if not paid within such time period, interest shall accrue at the rate of six percent (6.0%) per annum until paid in full to the City.

e. Any amount due from the City to Reunion under this Agreement and not paid when due shall accrue interest the rate of six percent (6.0%) per annum until such amount is paid in full to Reunion.

f. At any time, the City shall have the right to audit Reunion’s records concerning the design and construction of the Chambers Road Improvements. The right to request an audit of such records shall be made within three (3) years from the date upon the final Certification is provided and shall be in writing. The audit request shall include a reasonably detailed description of the scope of documents requested for audit by the City.

5. Operation and Maintenance of Chambers Road Improvements upon Completion.

a. Upon completion of the Chambers Road Improvements, the Parties agree that maintenance of the various components of the Chambers Road Improvements shall be handled as follows:

(i) Operations and maintenance of Chambers Road, the bridge structure over Second Creek, and ancillary roadway and drainage items shall be the responsibility of the City;

(ii) Operation and maintenance of the landscaping and irrigation adjacent to the Reunion community shall be the responsibility of Reunion (See **Exhibit D**, attached hereto and incorporated herein);

(iii) Operation and maintenance of the tree lawn landscaping and irrigation fronting City property as well as all landscaped median islands shall be the responsibility of the City including any water bills to SACWSD (See **Exhibit D**, attached hereto and incorporated herein);

(iv) Operation and maintenance of the detention and water quality ponds constructed within Reunion Village 8 shall be maintained by Reunion;

(v) Operation and maintenance of underdrain infrastructure will be the responsibility of Reunion;

(vi) Operation and maintenance of all potable and non-potable water lines and sanitary sewer infrastructure will be the responsibility of South Adams County Water and Sanitation District, in accordance with the rules and regulations of said district.

b. All property to be owned or maintained by the City shall be dedicated to the City in accordance with standard practices and requirements of the City.

6. City License to Reunion for Construction.

a. For those portions of the City Property Rights labeled as City Right of Way Temporary Construction Easement on **Exhibit C**, attached and incorporated herein, the City shall, prior to the commencement of construction, include Reunion as an additional party to any necessary temporary construction easements or licenses obtained by the City from the respective property owners or assign such temporary construction easements to Reunion as necessary for the sole purposes of design and construction of the Chambers Road Improvements upon such property (each a “**Temporary Construction License**”). For those portions of the City Property Rights labeled as City Right of Way Acquisition on **Exhibit C**, attached and incorporated herein, the City shall, prior to commencement of construction of the Chambers Road improvements, grant Reunion such permits or licenses as necessary for the purpose of design and construction of the Chambers Road Improvements upon such property. Subject to the provisions of this Agreement and the cost allocations set forth in **Exhibit B-1** and **Exhibit B-2**, Reunion shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation,

electrical, sewer, water, communication, and other utilities. The City is not under a duty to inspect for the precautions to avoid damage to, or injury from, such utilities. Reunion agrees to be solely responsible for any such damage to or injury from, any such utilities on the licensed property which result from the activities conducted by or for Reunion.

b. The term of any Temporary Construction License shall commence as of the date of this Agreement and terminate upon the earlier of (a) the date upon which Reunion provides written notice of termination of the license to the City; (b) the date upon which the Parties mutually agree in writing to terminate the license; (c) the date upon which the City provides written notice of termination of the license for cause to Reunion; or (d) the date upon which construction of the Chambers Road Improvements has been completed, as evidenced by a written notice of final acceptance to the contractor and the dedication of improvements to the City as applicable.

7. Binding Effect; Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns, without regard to the method or manner of succession or assignment. Neither Party shall assign its obligations or rights under this Agreement without the other Party's prior written consent, and any attempted assignment in violation hereof shall be null and void. Any successor or assign of the whole, or of any part, of this Agreement will be jointly and severally liable for performance of such portion succeeded to or assigned.

8. Representations and Warranties of Reunion. Reunion represents and warrants to the City that:

a. Reunion is a special district duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which Reunion is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of Reunion or its officers with respect to this Agreement, and Reunion is unaware of any such litigation, proceeding, or investigation being threatened.

9. Representations and Warranties of the City. The City represents and warrants to Reunion that:

a. The City is a municipality duly organized and validly existing under the laws of the State of Colorado, is authorized to conduct business as it is presently being conducted, is not in violation of its governing documents or the laws of the State of Colorado, has the power and legal right to enter into this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement;

b. The consummation of the transactions contemplated by this Agreement will not violate any provisions of its governing documents or constitute a default or result in the breach of any term of provision of any contract or agreement to which the City is a party or by which it is bound; and

c. There is no litigation, proceeding, or investigation contesting the authority of the City or its officers with respect to this Agreement, and the City is unaware of any such litigation, proceeding, or investigation being threatened.

10. Term. This Agreement will be effective from the Effective Date until the date the Reimbursement Amount and any Interest has been paid. The termination of this Agreement shall not affect any warranty, indemnity, insurance, or bond obligations of Reunion or any Reunion Contractor or any related right accruing to the City's benefit.

11. Notice. Any notice given pursuant to this Agreement will be sent by certified mail, return receipt requested, overnight delivery service, or hand delivery to the address given above or to any other address given in writing by an addressee to the other party. Notice to the City shall be given to the City Manager and copied to the City Attorney. Such notice, if given by mail, shall be deemed received three (3) business days after mailing in accordance with this Section. Reports on the progress of the Work and notifications of significant changes in the Work may be sent by e-mail to addresses designated by the City.

12. General Provisions.

a. Incorporation by Reference. The recitals to this Agreement and all exhibits to this Agreement are incorporated by reference.

b. No Third-Party Beneficiaries. The parties expressly intend that any person other than the City and Reunion will be deemed to be only an incidental beneficiary under this Agreement.

c. No Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same party. Except as expressly provided in this Agreement, no waiver shall be binding on any party unless executed in writing by the party making such waiver.

d. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

e. Non-liability of Officials and Employees. No elected or appointed official, employee, agent, consultant or contractor of the City or Reunion shall be personally liable to the other Party or any successors or assign for any breach of this Agreement.

f. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the City or Reunion under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through the City's or Reunion's legally required budgeting, authorization, and appropriation process, as applicable. Further, the City and Reunion, by this Agreement, do not create a multiple fiscal year obligation or debt either within or without this Agreement. The City and Reunion, by this Agreement, do not bind future legislatures to make such appropriations.

g. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement will be governed by the laws of the State of Colorado. Venue for any litigation arising out of or relating to this Agreement will be in the 17th Judicial District in Adams County, Colorado. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. For purposes of this Agreement, "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party.

h. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary herein, the relationship between Reunion and the City will be as independent contractors, and neither the City nor Reunion will be deemed or constitute an employee, servant, agent, partner or joint venture of the other.

i. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto.

j. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

k. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Reunion on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any

gender will include the neutral and other gender. Section headings used in this Agreement are for convenience of reference only.

l. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

m. Acknowledgement of Open Records Act – Public Document. The Parties hereby acknowledges that the City and Reunion are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and as such, this Agreement may be subject to public disclosure thereunder.

(Signature page follows)

IN WITNESS WHEREOF, the City and Reunion execute this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Jason Rogers, Acting City Manager

ATTEST:

Dylan Gibson, City Clerk

APPROVED AS TO FORM:

Matt Hader, Interim City Attorney

REUNION METROPOLITAN DISTRICT

Signature

Printed Name

Title

ATTEST:

Title: _____

Exhibit A-1

Shared Road Improvements

Exhibit A-2
City Road Improvements

Exhibit B-1

**City Allocated Costs
Shared Road Improvements**

Exhibit B-2

**Reunion Allocated Costs
Shared Road Improvements**

Exhibit B-3
City Costs
(City Road Improvements)

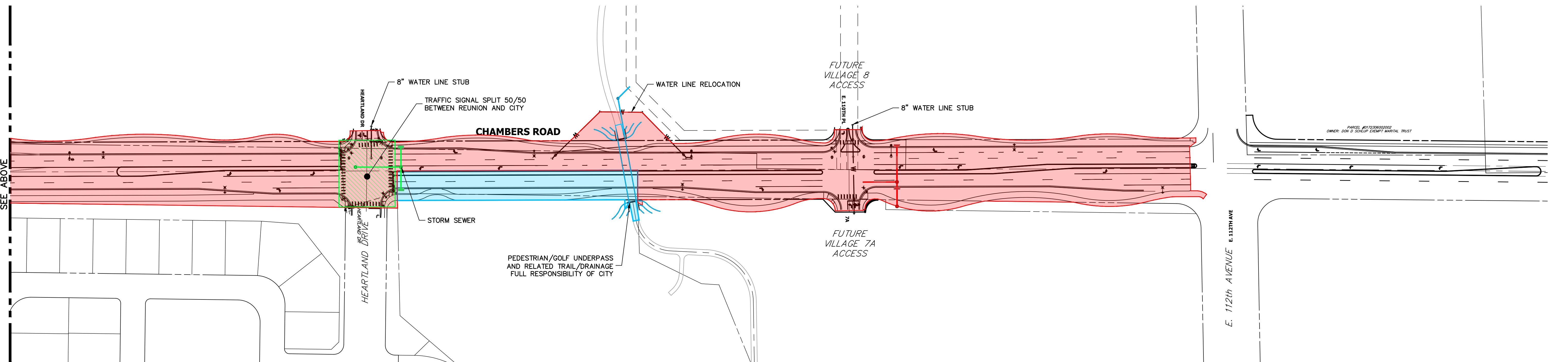
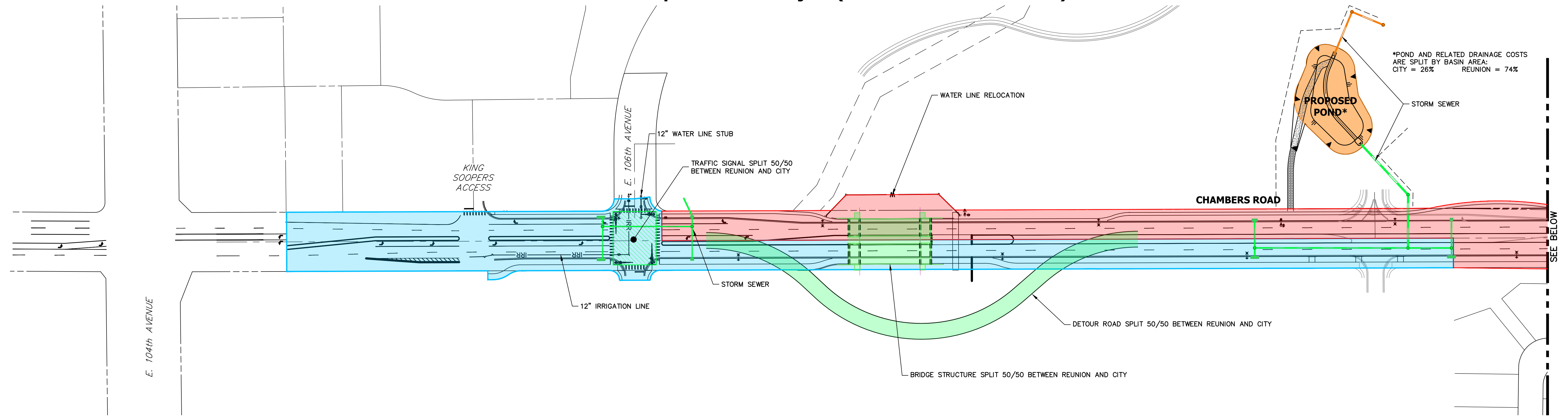
Exhibit C
Property Rights

Exhibit D

Landscape Maintenance Maps

Exhibit A1 Cost Allocation Map

Chambers Road Improvements Project (South of E. 112th Avenue)



LEGEND

- COMMERCE CITY COST*
- REUNION METROPOLITAN DISTRICT COST*
- 50/50 SPLIT COST
- POND COST DISTRIBUTED BY BASIN %
- RMD = 74% CITY = 26%
- *SEE EXHIBITS B1 & B2 FOR COST BREAKDOWN

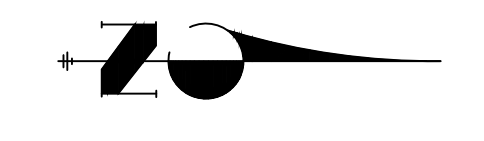
*POND AND RELATED DRAINAGE COSTS ARE SPLIT BY BASIN AREA:
CITY = 26% REUNION = 74%

SEE ABOVE

SEE BELOW

E. 112th AVENUE

COST ALLOCATION MAP
CHAMBERS ROAD IMPROVEMENTS
JOB NO. 14421.53
6/16/2022
SHEET 1 OF 1



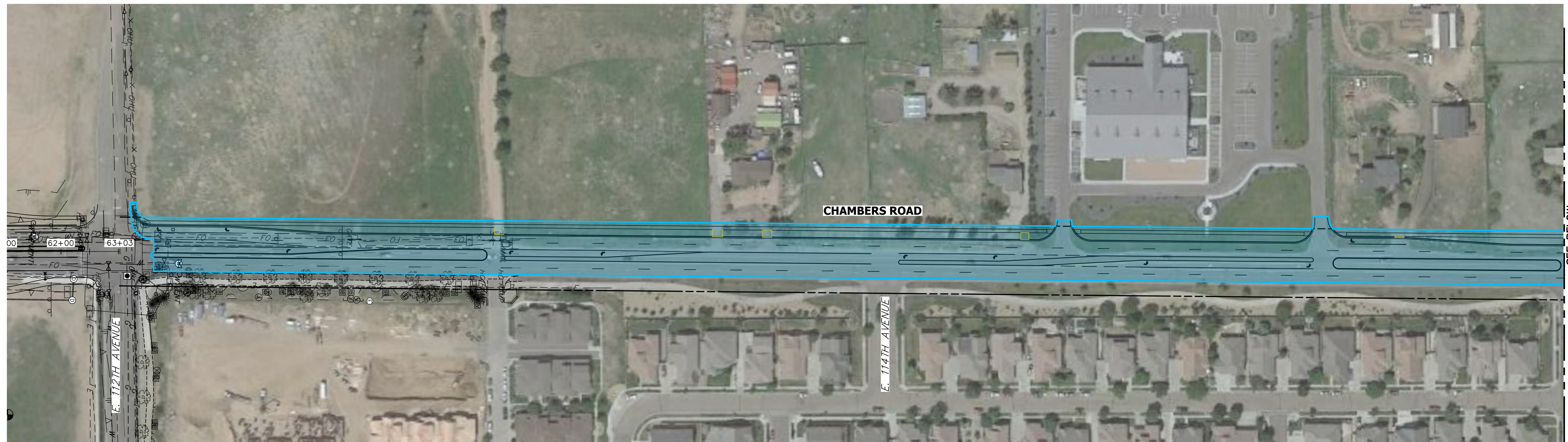
100 50 0 100 200
ORIGINAL SCALE: 1" = 100'



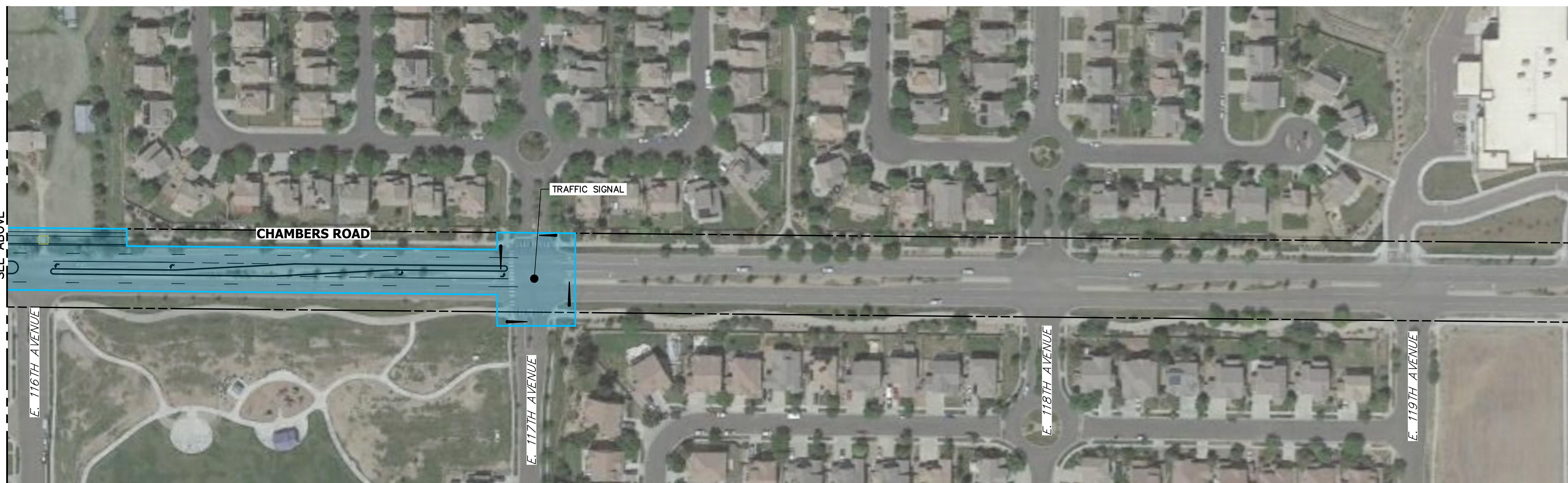
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Exhibit A2 Cost Allocation Map

Chambers Road Improvements Project (North of E. 112th Avenue)



SEE BELOW

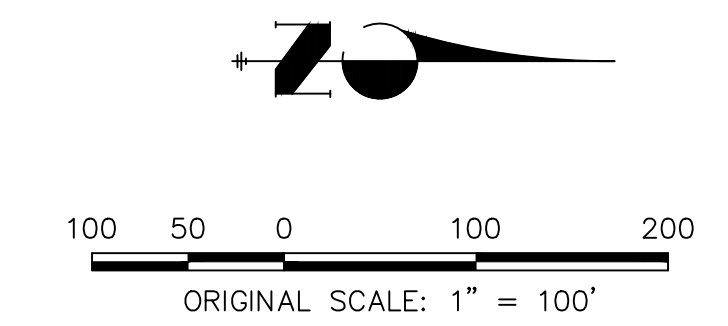


SEE ABOVE

LEGEND

COMMERCE CITY COST*

*SEE EXHIBIT B3 FOR COST BREAKDOWN



COST ALLOCATION MAP
CHAMBERS ROAD IMPROVEMENTS
JOB NO. 14421.53
4/21/2022
SHEET 1 OF 1



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EXHIBIT B1 - CITY SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

CHAMBERS ROAD (SOUTH OF 112TH) CITY COST BREAKDOWN SUMMARY

APRIL 2022

BID SCHEDULE A: SHARED COSTS (50-50)

City Portion of Shared Costs (50%) \$ 4,802,949.30

BID SCHEDULE C: CITY ONLY COSTS

City Costs (100%) \$ 2,292,282.25

BID SCHEDULE D: DRAINAGE COSTS

City Costs (26% of Basin Contribution) \$ 77,864.54

CITY TOTAL BID COSTS: \$ 7,173,096.09

NON-BID COSTS (CITY ONLY)

Fiber Line Relocation		LF	\$ 25.00	\$ -
Telephone Line Relocation		LF	\$ 15.00	\$ -
Reunion Style Street Lighting	4	EA	\$ 16,000.00	\$ 64,000.00

CITY TOTAL NON-BID COSTS: \$ 64,000.00

CONSTRUCTION HARD COSTS (CITY ONLY)

	CITY TOTAL BID + NON-BID COSTS:	\$ 7,237,096.09
	CITY TOTAL BID + NON-BID COSTS (WITH 20% CONTINGENCY):	\$ 8,684,515.31
Material Testing (1.75% of Hard Costs)	1.75%	\$ 151,979.02
Construction Surveying/Staking (2.5% of Hard Costs)	2.5%	\$ 217,112.88

CITY TOTAL HARD COSTS: \$ 9,053,607.21

SOFT COSTS (CITY ONLY)

ENGINEERING & SURVEYING	6.0%	\$ 543,216.43
CONSTRUCTION MANAGEMENT	4.5%	\$ 407,412.32

CITY TOTAL SOFT COSTS: \$ 950,628.76

CITY TOTAL COSTS

\$ 10,004,235.97

OTHER DIRECT CITY COSTS (ESTIMATED COSTS)

ROW Acquisition	5,148	SF	\$ 10.00	\$ 51,480.00
OHU Line Undergrounding	1,405	LF	\$ 155.00	\$ 217,775.00
Irrigation Taps (1")	2	EA	\$ 50,000.00	\$ 100,000.00

BID SCHEDULE A - 50/50 SHARED COSTS

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A1	Unclassified Excavation (Stockpile & Redistribute)	9087	CY	\$ 20.00	\$ 181,740.00
A2	Embankment Material (Complete in Place)	51,488	CY	\$ 20.00	\$ 1,029,760.00
A3	GESC Total Costs	125,000	CY	\$ 1.50	\$ 187,500.00
A4	Potholing	120	HR	\$ 300.00	\$ 36,000.00
A5	Traffic Control	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A6	Mobilization	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A7	Bridge	1	LS	\$ 4,235,343.60	\$ 4,235,343.60
A8	Retaining Walls for Bridge Structure	2,000	SF	\$ 150.00	\$ 300,000.00
A9	Traffic Signal (4-Way)	2	LS	\$ 600,000.00	\$ 1,200,000.00
A10	Existing Bridge Demolition	1	LS	\$ 50,000.00	\$ 50,000.00
Drainage					
A11	Connect to Existing Storm Sewer	2	EA	\$ 2,200.00	\$ 4,400.00
A12	18-Inch RCP	605	LF	\$ 111.00	\$ 67,155.00
A13	24-Inch RCP	399	LF	\$ 140.00	\$ 55,860.00
A14	14" x 23" HERCP	115	LF	\$ 120.00	\$ 13,800.00
A15	24" x 38" HERCP	247	LF	\$ 220.00	\$ 54,340.00
A16	Manhole 5' (5-10 Foot)	8	EA	\$ 7,800.00	\$ 62,400.00
A17	Inlet, Type R L 5 (5-10 Foot)	3	EA	\$ 9,500.00	\$ 28,500.00
A18	Inlet, Type R L 10 (5-10 Foot)	3	EA	\$ 11,700.00	\$ 35,100.00
A19	Inlet, Type R L 15 (5-10 Foot)	4	EA	\$ 16,000.00	\$ 64,000.00

BID SCHEDULE A - SHARED COSTS - TOTAL \$ 9,605,898.60

BID SCHEDULE C - CITY ONLY COSTS

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Demo					
C1	Removal of Asphalt (Full Depth)	4,379	SY	\$ 20.00	\$ 87,580.00
C2	Removal of Asphalt (Planing)	6,375	SY	\$ 10.00	\$ 63,750.00
C3	Removal of Concrete Median	379	SY	\$ 20.00	\$ 7,580.00
C4	Removal of Gravel	501	SY	\$ 8.50	\$ 4,258.50
C5	Removal of Curb and Gutter	317	LF	\$ 12.50	\$ 3,962.50
C6	Removal of Fence	1,119	LF	\$ 5.75	\$ 6,434.25
C7	Removal of Guard Rail	177	EA	\$ 3.50	\$ 619.50
C8	Removal of Inlet	2	EA	\$ 1,700.00	\$ 3,400.00
C9	Removal of RCP	301	LF	\$ 35.75	\$ 10,760.75
C10	Removal of FES	9	EA	\$ 572.00	\$ 5,148.00
C11	Removal of Sidewalk	156	SY	\$ 18.50	\$ 2,886.00
C12	Removal of Sign	8	EA	\$ 136.50	\$ 1,092.00
C13	Removal of Tree	10	EA	\$ 508.00	\$ 5,080.00
C14	Reset/Relocate Sign	1	EA	\$ 60.00	\$ 60.00
C15	Relocate Mailbox	3	EA	\$ 500.00	\$ 1,500.00
C16	Adjust Manhole	2	EA	\$ 649.00	\$ 1,298.00
C17	Adjust Valve Box	3	EA	\$ 218.50	\$ 655.50
C18	Adjust Utility Box to Grade	6	EA	\$ 200.00	\$ 1,200.00
Roadway					
C19	Reconditioning (12" Depth)	10,727	SY	\$ 6.25	\$ 67,043.75
C20	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	1,709	TN	\$ 120.00	\$ 205,080.00
C21	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	4,785	TN	\$ 120.00	\$ 574,200.00
C22	Fence Wooden Split Rail	851	LF	\$ 27.50	\$ 23,402.50
C23	Concrete Sidewalk (4" Depth)	4,062	SY	\$ 75.00	\$ 304,650.00
C24	Concrete Driveway (6" Depth)(w/ Fibermesh)	47	SY	\$ 125.00	\$ 5,875.00
C25	Concrete Curb Ramp	113	SY	\$ 215.00	\$ 24,295.00
C26	Curb & Gutter, Type 2-IB	2,812	LF	\$ 30.00	\$ 84,360.00
C27	Curb & Gutter, Type 2-IIB	2,684	LF	\$ 30.00	\$ 80,520.00
C28	Mountable Curb & Gutter	36	LF	\$ 22.50	\$ 810.00
C29	Curb & Gutter Transition	30	LF	\$ 55.00	\$ 1,650.00
C30	Landscaping	31,148	SF	\$ 5.00	\$ 155,740.00
C31	Sign Panel (Class I)	90	SF	\$ 31.50	\$ 2,835.00
C32	Steel Sign Post	11	EA	\$ 208.00	\$ 2,288.00
C33	Epoxy Pavement Marking	15.42	GAL	\$ 450.00	\$ 6,939.00
C34	Preformed Plastic Pavement Marking (Inlaid)	948	SF	\$ 38.75	\$ 36,735.00
C35	Pedestrian Underpass	129	LF	\$ 2,000.00	\$ 258,000.00
C36	Class D Concrete for Underpass Headwalls and Wingwalls	50	CY	\$ 1,500.00	\$ 75,000.00
C37	Landscaping Wall for Underpass	425	SF	\$ 100.00	\$ 42,500.00
Drainage					
C38	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
C39	18-Inch RCP	110	LF	\$ 111.00	\$ 12,210.00
C40	Manhole 5' (5-10 Foot)	1	EA	\$ 7,800.00	\$ 7,800.00
C41	Inlet, Type C (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00
SACWSD					
C42	6" DIP Water Line	30	LF	\$ 96.50	\$ 2,895.00
C43	12" PVC Irr Line	424	LF	\$ 86.00	\$ 36,464.00
C44	12" PVC Water Line	45	LF	\$ 86.00	\$ 3,870.00
C45	6" Gate Valve	2	EA	\$ 1,530.00	\$ 3,060.00
C46	12" Gate Valve	3	EA	\$ 3,795.00	\$ 11,385.00

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
C47	12" Water Plug	1	EA	\$ 1,490.00	\$ 1,490.00
C48	12" Irr Blow-Off	1	EA	\$ 2,500.00	\$ 2,500.00
C49	Fire Hydrant Assembly	2	EA	\$ 8,950.00	\$ 17,900.00
C50	Water Line Lowering	1	EA	\$ 12,000.00	\$ 12,000.00
C51	Irr Line Lowering	1	EA	\$ 12,000.00	\$ 12,000.00
C52	Connect to Existing Irr Line	1	EA	\$ 3,320.00	\$ 3,320.00

BID SCHEDULE C - CITY ONLY COSTS - TOTAL \$ 2,292,282.25

BID SCHEDULE D - DRAINAGE COSTS (SPLIT 26% CITY, 74% REUNION)

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Drainage					
D1	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
D2	30-Inch RCP	160	LF	\$ 212.00	\$ 33,920.00
D3	Manhole 5' (5-10 Foot)	2	EA	\$ 7,800.00	\$ 15,600.00
D4	Inlet, Type C (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00
D5	Concrete Outlet Structure	1	EA	\$ 35,000.00	\$ 35,000.00
D6	4' Concrete Trickle Channel	188	LF	\$ 100.00	\$ 18,800.00
D7	Concrete Forebay	1	EA	\$ 25,000.00	\$ 25,000.00
D8	Emergency Spillway	1	EA	\$ 40,000.00	\$ 40,000.00
D9	10' Maintenance Trail	225	CY	\$ 75.00	\$ 16,875.00
D10	Topsoil (Strip, Stockpile, and Redistribute) [4 Inch] [Pond]	7352	CY	\$ 4.50	\$ 33,084.00
D11	Unclassified Excavation (Complete in Place) [Pond]	5000	CY	\$ 15.00	\$ 75,000.00

BID SCHEDULE D - DRAINAGE COSTS - TOTAL \$ 299,479.00

EXHIBIT B2 - REUNION SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

CHAMBERS ROAD (SOUTH OF 112TH) REUNION COST BREAKDOWN SUMMARY

APRIL 2022

BID SCHEDULE A: SHARED COSTS (50-50)

Reunion Portion of Shared Costs (50%) \$ 4,802,949.30

BID SCHEDULE B: REUNION ONLY COSTS

Reunion Costs (100%) \$ 4,093,371.25

BID SCHEDULE D: DRAINAGE COSTS

Reunion Costs (74% of Basin Contribution) \$ 221,614.46

REUNION TOTAL BID COSTS: \$ 9,117,935.01

NON-BID COSTS (REUNION ONLY)

Fiber Line Relocation		LF	\$ 25.00	\$ -
Telephone Line Relocation		LF	\$ 15.00	\$ -
Reunion Style Street Lighting	14	EA	\$ 16,000.00	\$ 224,000.00

REUNION TOTAL NON-BID COSTS: \$ 224,000.00

CONSTRUCTION HARD COSTS (REUNION ONLY)

REUNION TOTAL BID + NON-BID COSTS: \$ 9,341,935.01

REUNION TOTAL BID + NON-BID COSTS (WITH 20% CONTINGENCY): \$ 11,210,322.01

Material Testing (1.75% of Hard Costs)		1.75%	\$ 196,180.64
Construction Surveying/Staking (2.5% of Hard Costs)		2.5%	\$ 280,258.05

REUNION TOTAL HARD COSTS: \$ 11,686,760.70

SOFT COSTS (REUNION ONLY)

ENGINEERING & SURVEYING	6.0%	\$ 701,205.64
CONSTRUCTION MANAGEMENT	4.5%	\$ 525,904.23

REUNION TOTAL SOFT COSTS: \$ 1,227,109.87

REUNION TOTAL COSTS \$ 12,913,870.57

OTHER DIRECT REUNION COSTS (ESTIMATED COSTS)

Irrigation Tap Fees for Reunion Landscaping to SACWSD (1")	2	EA	\$ 50,000.00	\$ 100,000.00
Irrigation ERU Costs on Reunion Frontage	16	ERUs	\$ 6,850.00	\$ 109,600.00

BID SCHEDULE A - 50/50 SHARED COSTS

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A1	Unclassified Excavation (Stockpile & Redistribute)	9087	CY	\$ 20.00	\$ 181,740.00
A2	Embankment Material (Complete in Place)	51,488	CY	\$ 20.00	\$ 1,029,760.00
A3	GESC Total Costs	125,000	CY	\$ 1.50	\$ 187,500.00
A4	Potholing	120	HR	\$ 300.00	\$ 36,000.00
A5	Traffic Control	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A6	Mobilization	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
A7	Bridge	1	LS	\$ 4,235,343.60	\$ 4,235,343.60
A8	Retaining Walls for Bridge Structure	2,000	SF	\$ 150.00	\$ 300,000.00
A9	Traffic Signal (4-Way)	2	LS	\$ 600,000.00	\$ 1,200,000.00
A10	Existing Bridge Demolition	1	LS	\$ 50,000.00	\$ 50,000.00
Drainage					
A11	Connect to Existing Storm Sewer	2	EA	\$ 2,200.00	\$ 4,400.00
A12	18-Inch RCP	605	LF	\$ 111.00	\$ 67,155.00
A13	24-Inch RCP	399	LF	\$ 140.00	\$ 55,860.00
A14	14" x 23" HERCP	115	LF	\$ 120.00	\$ 13,800.00
A15	24" x 38" HERCP	247	LF	\$ 220.00	\$ 54,340.00
A16	Manhole 5' (5-10 Foot)	8	EA	\$ 7,800.00	\$ 62,400.00
A17	Inlet, Type R L 5 (5-10 Foot)	3	EA	\$ 9,500.00	\$ 28,500.00
A18	Inlet, Type R L 10 (5-10 Foot)	3	EA	\$ 11,700.00	\$ 35,100.00
A19	Inlet, Type R L 15 (5-10 Foot)	4	EA	\$ 16,000.00	\$ 64,000.00

BID SCHEDULE A - SHARED COSTS - TOTAL \$ 9,605,898.60

BID SCHEDULE B - REUNION ONLY COSTS

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Demo					
B1	Removal of Asphalt (Full Depth)	13,725	SY	\$ 20.00	\$ 274,500.00
B2	Removal of Asphalt (Planing)	2,545	SY	\$ 10.00	\$ 25,450.00
B3	Removal of Gravel	795	SY	\$ 8.50	\$ 6,757.50
B4	Removal of Fence	76	LF	\$ 5.75	\$ 437.00
B5	Removal of Guard Rail	511	EA	\$ 3.50	\$ 1,788.50
B6	Removal of Pavement Striping	1,566	LF	\$ 9.00	\$ 14,094.00
B7	Removal of RCP	390	LF	\$ 35.75	\$ 13,942.50
B8	Removal of FES	7	EA	\$ 572.00	\$ 4,004.00
B9	Removal of Sidewalk	471	SY	\$ 18.50	\$ 8,713.50
B10	Removal of Sign	17	EA	\$ 136.50	\$ 2,320.50
B11	Reset/Relocate Sign	6	EA	\$ 60.00	\$ 360.00
B12	Relocate Gas Marker	5	EA	\$ 50.00	\$ 250.00
B13	Adjust Manhole	10	EA	\$ 649.00	\$ 6,490.00
B14	Adjust Valve Box	7	EA	\$ 218.50	\$ 1,529.50
B15	Adjust Vent	1	EA	\$ 1,000.00	\$ 1,000.00
B16	Adjust Utility Box to Grade	7	EA	\$ 200.00	\$ 1,400.00
Roadway					
B17	Reconditioning (12" Depth)	25,202	SY	\$ 6.25	\$ 157,512.50
B18	ABC (Class 6)	61	TN	\$ 75.00	\$ 4,575.00
B19	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	4,021	TN	\$ 120.00	\$ 482,520.00
B20	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	11,259	TN	\$ 120.00	\$ 1,351,080.00
B21	Concrete Sidewalk (4" Depth)	5,613	SY	\$ 75.00	\$ 420,975.00
B22	Concrete Curb Ramp	216	SY	\$ 215.00	\$ 46,440.00
B23	Curb & Gutter, Type 2-IB	3,327	LF	\$ 30.00	\$ 99,810.00
B24	Curb & Gutter, Type 2-IIB	6,126	LF	\$ 30.00	\$ 183,780.00
B25	Landscaping	75,442	SF	\$ 5.00	\$ 377,210.00
B26	Sign Panel (Class I)	154	SF	\$ 31.50	\$ 4,851.00
B27	Steel Sign Post	17	EA	\$ 208.00	\$ 3,536.00
B28	Epoxy Pavement Marking	29	GAL	\$ 450.00	\$ 13,050.00
B29	Preformed Plastic Pavement Marking (Inlaid)	1,387	SF	\$ 38.75	\$ 53,746.25
B30	Retaining Wall	744	SF	\$ 150.00	\$ 111,600.00
Drainage					
B31	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
B32	18-Inch RCP	69	LF	\$ 111.00	\$ 7,659.00
B33	24-Inch RCP	48	LF	\$ 140.00	\$ 6,720.00
B34	14" x 23" HERCP	72	LF	\$ 120.00	\$ 8,640.00
B35	Manhole 5' (5-10 Foot)	2	EA	\$ 7,800.00	\$ 15,600.00
B36	Inlet, Type R L 10 (5-10 Foot)	2	EA	\$ 11,700.00	\$ 23,400.00
SACWSD					
B37	Removal of Water Line	225	LF	\$ 21.50	\$ 4,837.50
B38	4" PVC Irr Line	180	LF	\$ 46.50	\$ 8,370.00
B39	6" DIP Water Line	112	LF	\$ 96.50	\$ 10,808.00
B40	8" PVC Water Line	245	LF	\$ 76.00	\$ 18,620.00
B41	20" PVC Water Line	307	LF	\$ 200.00	\$ 61,400.00
B42	4" Gate Valve	2	EA	\$ 1,272.00	\$ 2,544.00
B43	6" Gate Valve	8	EA	\$ 1,530.00	\$ 12,240.00
B44	8" Gate Valve	3	EA	\$ 2,120.00	\$ 6,360.00
B45	20" Butterfly Valve	5	EA	\$ 6,500.00	\$ 32,500.00

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
B46	4" Irr Plug w/ Blow-Off	2	EA	\$ 1,000.00	\$ 2,000.00
B47	8" Water Plug	3	EA	\$ 1,200.00	\$ 3,600.00
B48	Fire Hydrant Assembly	9	EA	\$ 8,950.00	\$ 80,550.00
B49	Water Line Lowering	6	EA	\$ 12,000.00	\$ 72,000.00
B50	Irr Line Lowering	2	EA	\$ 12,000.00	\$ 24,000.00
B51	Connect to Existing Water Line	6	EA	\$ 2,600.00	\$ 15,600.00

BID SCHEDULE B - REUNION ONLY COSTS - TOTAL \$ 4,093,371.25

BID SCHEDULE D - DRAINAGE COSTS (SPLIT 26% CITY, 74% REUNION)

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Drainage					
D1	Connect to Existing Storm Sewer	1	EA	\$ 2,200.00	\$ 2,200.00
D2	30-Inch RCP	160	LF	\$ 212.00	\$ 33,920.00
D3	Manhole 5' (5-10 Foot)	2	EA	\$ 7,800.00	\$ 15,600.00
D4	Inlet, Type C (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00
D5	Concrete Outlet Structure	1	EA	\$ 35,000.00	\$ 35,000.00
D6	4' Concrete Trickle Channel	188	LF	\$ 100.00	\$ 18,800.00
D7	Concrete Forebay	1	EA	\$ 25,000.00	\$ 25,000.00
D8	Emergency Spillway	1	EA	\$ 40,000.00	\$ 40,000.00
D9	10' Maintenance Trail	225	CY	\$ 75.00	\$ 16,875.00
D10	Topsoil (Strip, Stockpile, and Redistribute) [4 Inch] [Pond]	7352	CY	\$ 4.50	\$ 33,084.00
D11	Unclassified Excavation (Complete in Place) [Pond]	5000	CY	\$ 15.00	\$ 75,000.00

BID SCHEDULE D - DRAINAGE COSTS - TOTAL \$ 299,479.00

EXHIBIT B3 - CITY SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

CHAMBERS ROAD (NORTH OF 112TH) CITY COST BREAKDOWN SUMMARY

APRIL 2022

BID SCHEDULE E: CITY ONLY COSTS (NORTH OF 112TH)

City Costs (100%) \$ 3,284,933.39

CITY TOTAL BID COSTS: \$ 3,284,933.39

NON-BID COSTS (CITY ONLY)

Utility Relocations Outside the ROW 1 LS \$ 25,000.00 \$ 25,000.00

CITY TOTAL NON-BID COSTS: \$ 25,000.00

CONSTRUCTION HARD COSTS (CITY ONLY)

CITY TOTAL BID + NON-BID COSTS: \$ 3,309,933.39

CITY TOTAL BID + NON-BID COSTS (WITH 25% CONTINGENCY): \$ 4,137,416.74

Material Testing (1.75% of Hard Costs) 1.75% \$ 72,404.79

Construction Surveying/Staking (2.5% of Hard Costs) 2.5% \$ 103,435.42

CITY TOTAL HARD COSTS: **\$ 4,313,256.95**

SOFT COSTS (CITY ONLY)

ENGINEERING & SURVEYING 12.0% \$ 517,590.83

RIGHT OF WAY ACQUISITIONS AND SUE INVESTIGATIONS \$ 188,221.00

CONSTRUCTION MANAGEMENT 4.5% \$ 194,096.56

CITY TOTAL SOFT COSTS: \$ 899,908.40

CITY TOTAL COSTS **\$ 5,213,165.34**

OTHER DIRECT CITY COSTS (ESTIMATED COSTS)

ROW Acquisition 120,190 SF \$ 10.00 \$ 1,201,900.00

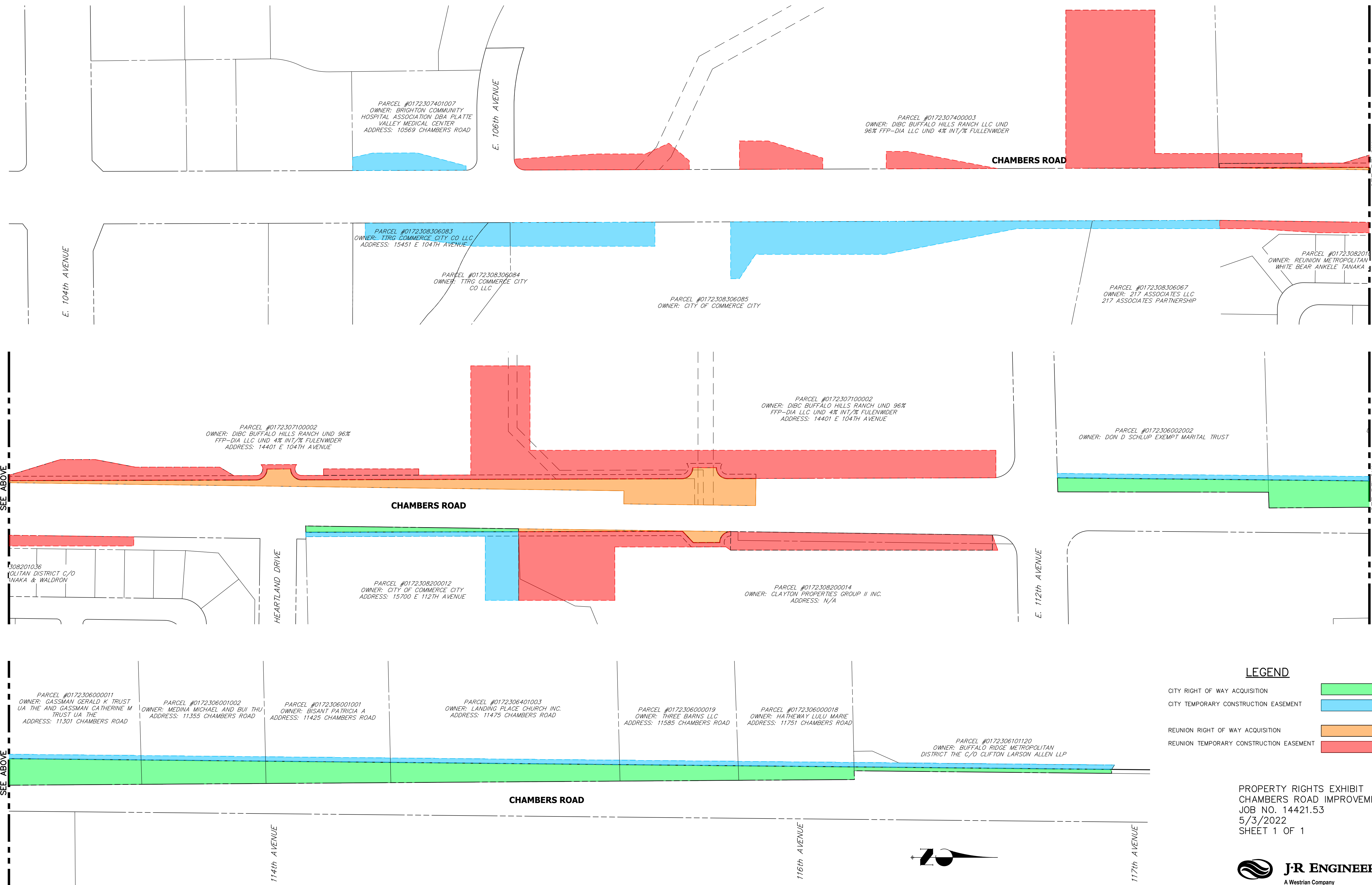
Irrigation Taps (1") 2 EA \$ 50,000.00 \$ 100,000.00

BID SCHEDULE E - CITY ONLY COSTS (NORTH OF 112TH)

April 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
Major Items					
E1	Asphalt Removal (Full Depth)	1,800	SY	\$ 20.00	\$ 36,000.00
E2	Asphalt Removal (Planing)	2,075	SY	\$ 10.00	\$ 20,750.00
E3	Earthwork	10,000	CY	\$ 20.00	\$ 200,000.00
E4	Reconditioning (12")	5,805	SY	\$ 6.25	\$ 36,279.17
E5	Hot Mix Asphalt	5,547	Ton	\$ 120.00	\$ 665,591.25
E6	Curb and Gutter	5,300	LF	\$ 30.00	\$ 159,000.00
E7	Concrete Sidewalk	1,700	SY	\$ 75.00	\$ 127,500.00
E8	Traffic Signal	1	Each	\$ 600,000.00	\$ 600,000.00
E9	Landscaping	42,000	SF	\$ 5.00	\$ 210,000.00
E10	Curb Ramps	50	SY	\$ 215.00	\$ 10,750.00
E11	Concrete Driveway (6")	108	SY	\$ 125.00	\$ 13,500.00
E12	Striping Paint (Epoxy)	26	GAL	\$ 450.00	\$ 11,612.50
E13	Inlaid Pavement Marking	242	SF	\$ 38.75	\$ 9,358.13
Major Items Subtotal					\$ 2,100,341.04
Auxiliary Costs					
E14	Drainage / Utilities	% of Major Items Cost		12.5%	\$ 262,542.63
E15	Environmental / Erosion Control			5.0%	\$ 105,017.05
E16	Miscellaneous			1.5%	\$ 31,505.12
E17	Removals / Resets			4.0%	\$ 84,013.64
E18	Traffic / Lighting / ITS			3.0%	\$ 63,010.23
E19	Traffic Control / Detour			10.0%	\$ 210,034.10
Auxiliary Subtotal					\$ 756,122.78
E20	Mobilization			10.0%	\$ 285,646.38
E21	Force Account			5.0%	\$ 142,823.19
BID SCHEDULE E - CITY ONLY COSTS - TOTAL					\$ 3,284,933.39

EXHIBIT C - PROPERTY RIGHTS MAP



LEGEND

- CITY RIGHT OF WAY ACQUISITION
- CITY TEMPORARY CONSTRUCTION EASEMENT
- REUNION RIGHT OF WAY ACQUISITION
- REUNION TEMPORARY CONSTRUCTION EASEMENT

PROPERTY RIGHTS EXHIBIT
CHAMBERS ROAD IMPROVEMENTS
JOB NO. 14421.53
5/3/2022
SHEET 1 OF 1



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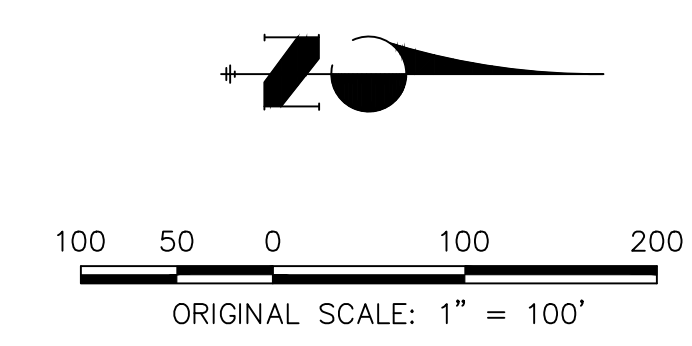
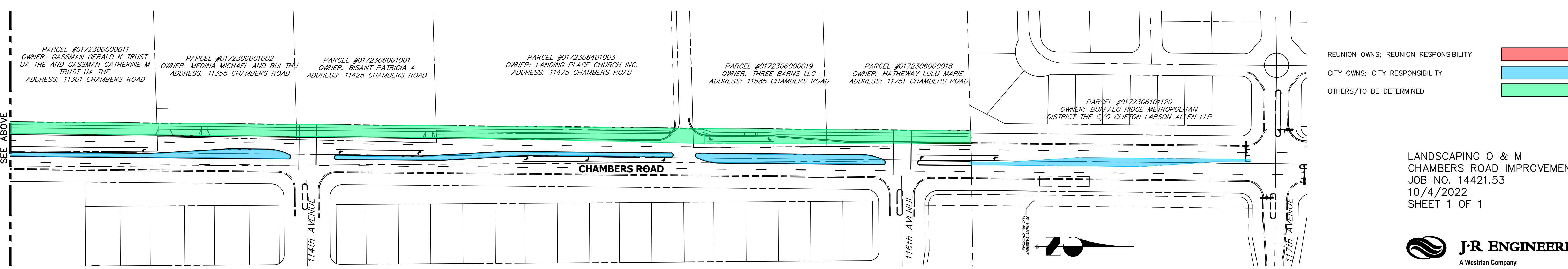
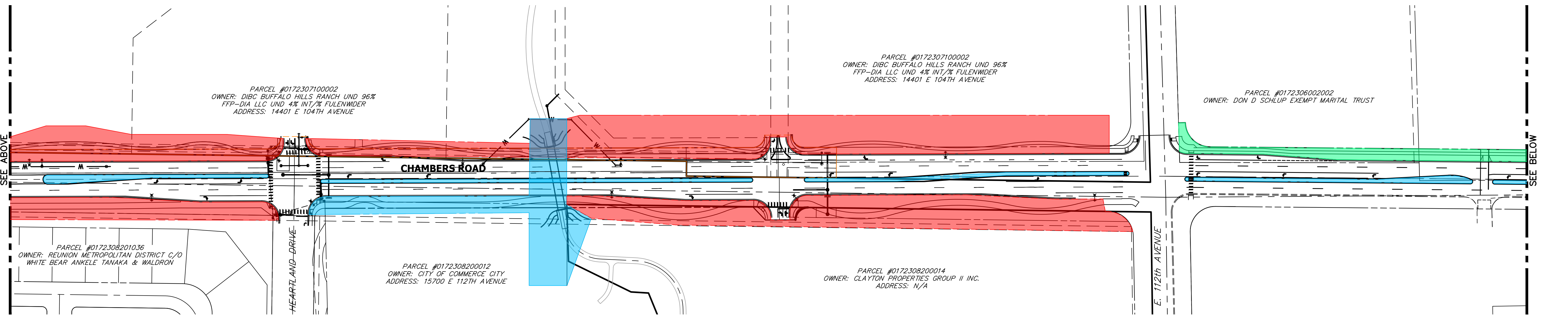
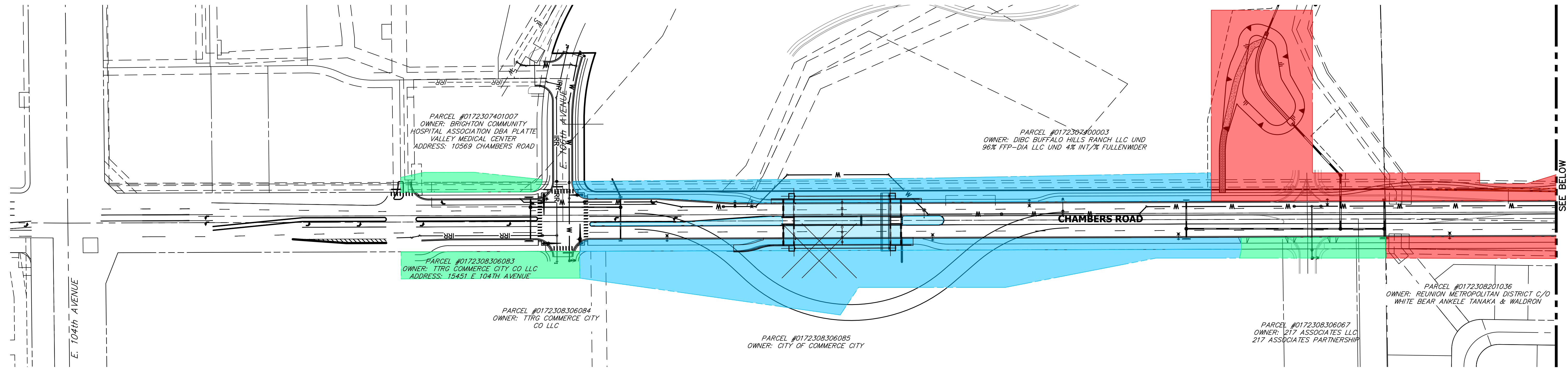


EXHIBIT D - LANDSCAPING OWNERSHIP AND MAINTENANCE



REUNION OWNS; REUNION RESPONSIBILITY █
 CITY OWNS; CITY RESPONSIBILITY █
 OTHERS/TO BE DETERMINED █

LANDSCAPING O & M
 CHAMBERS ROAD IMPROVEMENTS
 JOB NO. 14421.53
 10/4/2022
 SHEET 1 OF 1



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