

**COST SHARE AGREEMENT
PHASE I – 112TH AVENUE IMPROVEMENTS
CHAMBERS ROAD TO PARKSIDE DRIVE NORTH**

This **COST SHARE AGREEMENT** (“**Agreement**”) is made and entered into this 4th day of November, 2019 (“**Effective Date**”), by and between REUNION METROPOLITAN DISTRICT (“**Reunion**”), a Colorado special district and the CITY OF COMMERCE CITY, a Colorado home rule municipality (“**City**”) (collectively, “**Parties**”).

RECITALS

A. WHEREAS, Reunion and Clayton Properties Group II, Inc. (“**Clayton**”) own, have developed, or will own and/or develop property along the current alignment of 112th Avenue from Chambers Road to Parkside Drive North and, as a result of such development and the related improvement of 112th as such road improvement is further depicted on **Exhibit A**, attached hereto, Clayton and Reunion have agreed to contribute the conveyance and/or dedication of certain real property to accommodate construction of the 112th Improvements, as further defined herein; and

B. WHEREAS, in light of development within and surrounding 112th Avenue in the near term, the Parties have determined it appropriate to work together to cause the installation and construction of public improvements necessary to 112th Avenue, consisting of a multi-modal arterial cross section with a twelve foot (12’) travel lane in each direction, a five foot (5’) bike lane in each direction, a twelve foot (12’) landscaped median, tree lawns and sidewalks (the “**112th Improvements**”) through a coordinated construction effort, estimated for completion in 2020; and

C. Completion of the 112th 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, expansion of the existing Buffalo Run Golf Course parking lot, drainage infrastructure for the roadway and parking lot improvements, drainage infrastructure of the drainage crossings to the north and potable and non-potable waterline infrastructure for future development (the “**Project**”); and

D. South Adams County Water and Sanitation District (“**SACWSD**”) has requested as part of the project that a sixteen inch (16”) non-potable waterline be designed and built as part of the 112th Avenue reconstruction project from Chambers Road to Parkside Drive North. It is understood that all design and construction costs associated with the sixteen inch (16”) Non-Potable waterline will be funded by SACWSD and Reunion will enter into a separate cost share agreement with SACWSD; and

E. WHEREAS, the Parties to this Agreement desire to establish terms for the payment of costs related to the installation and construction of the 112th 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 will undertake and complete the survey, engineering, design, plan preparation and permitting associated with the Project, 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) Preparing Legal Descriptions for Easement and Right-of-Way Acquisition;
- (xviii) Drainage Studies and Stormwater Management Reports;

(xix) Right-of-Way Plans; and

(xx) Cost Estimates

b. The Parties shall pay their percentage costs associated with the Design Work for the Project with the exception of the work associated with the sixteen inch (16") Non-Potable waterline. The Design Work shall initially be funded by Reunion. Reunion shall provide the City with all contracts and invoices associated with the Design Work and a reconciliation of the final costs for each element of the Design Work (the "**Design Certification**"). Subject to confirmation of Reunion's compliance with subsection "c" below, "the City shall reimburse Reunion for its portion of the costs of the Design Work not later than twenty-one (21) business days after the later of either (a) issuance of final permits for the Project or (b) receipt of the Design Certification.

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 District 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 the District 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. 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 Project, at no cost to the other Party hereto. All requisite property interests as are necessary for construction of the Project shall be referred to herein as the "**Property Rights**," and are further described and shown upon "**Exhibit D**." The Parties agree that at their own cost, they shall provide, acquire, and/or obtain all necessary property interests, easements, licenses, and/or rights of ways deemed necessary for construction of the Project, as the same are designated as "**City Acquisition**" and "**Reunion Acquisition**," respectively, on the Tabulation of Properties included in Exhibit D. All such acquisitions shall be made by the City or the District, respectively, at no cost to the other Party and shall be completed as construction of the Project warrants acquisition of such Property Rights.

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. **Construction of Project and Cost Allocation.**

a. Upon 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 Project, the Parties agree that Reunion shall coordinate and be responsible for the construction of each element of the Project. 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 Project as the same become due and payable. The costs of construction, including construction management and quality assurance/geotechnical engineering, based upon the accepted bid received by the District relating to completion of the Project, plus the Agreed Contingency as defined below, are attached hereto and incorporated herein as **Exhibit B-1, B-2 and B-3** (collectively, the “**Project Costs**”). Such Project Costs have been allocated into cost categories and bid costs based upon Bid Schedule A Shared Costs (50% City - 50% Reunion), Bid Schedule B City Costs (100% City), Bid Schedule C Parking Lot Expansion City Costs (100% City), Bid Schedule D Reunion Costs (100% Reunion), Bid Schedule E Pond 7A and Outfall Shared Costs (37.5% City – 62.5% Reunion), and Bid Schedule F SACWSD Costs. The Parties’ respective cost allocations associated with the bid schedules are set forth for the City in Exhibit B-1 (“**City Costs**”), for Reunion in Exhibit B-2 (“**Reunion Costs**”) and SACWSD in Exhibit B-3 (“**SACWSD Costs**”) (each a “**Cost Allocation**”). The City Costs will not exceed the amount stated in Exhibit B-1, inclusive of the Agreed Contingency, unless this Agreement is amended. The Parties agree that each Cost Allocation has been provided based upon the following funding responsibilities of the Parties, as the same is further generally depicted on the mapping attached hereto as **Exhibit C**:

(i) Bid Schedule A Shared Costs (50% City - 50% Reunion): Except as stated below, Reunion and the City will equally split all of the earthwork, erosion control, contractor mobilization, construction traffic control, roadway drainage, traffic signal improvements, dry utility relocation work (outside of existing ROW) including United Power, Century Link, Comcast, 27J School District, and soft costs including City and State permit fees, sales and use taxes as may be required, payment and performance bonds, construction surveying, materials testing, and construction management.

(ii) Bid Schedule B City Costs (100%):

(1) The City will fund the roadway improvements including demolition, curb, gutter, concrete sidewalks, access roads, ramps, asphalt, striping, signage, street lights, fence, subgrade reconditioning, emergency spill containment pond, regrading of the drainage outfall including reconstructing the golf course trail located between 112th Avenue and Hole #9, landscape and irrigation within the tree lawn, SACWSD water and tap fees for the tree lawn adjacent to Buffalo Run Golf Course, traffic signal interconnect conduit, and acquisition costs for Property Rights as set forth in Section 1(d) above. This scope generally covers the north half of the improvements associated with 112th Avenue from Chambers Road to Parkside Drive North and the south half of 112th Avenue adjacent to the City owned Buffalo Run Golf Course.

(2) The City will fund 100% of the overhead electrical undergrounding along 112th Avenue and it is assumed that the City will utilize their 1% Franchise agreement funds with United Power. If the undergrounding is not eligible for the 1% Franchise agreement funds, Reunion and the City will equally split such ineligible costs.

(3) The City will fund the Buffalo Run Golf Course parking lot expansion improvements, as set forth in Bid Schedule C Parking Lot Expansion City Costs, including removals, demolition, curb, gutter, lights including electrical wiring, fine grading, subgrade reconditioning, asphalt, signage, striping, landscaping and irrigation, retaining wall, drainage infrastructure including inlets and pipes, SACWSD water and tap fees if applicable, and landscaping maintenance for 1-year if desired.

(4) The City will fund the 1-year maintenance and tap and water fees owed to SACWSD for the landscaped areas identified above that the City will own and maintain. It is also understood that the proposed landscaping and irrigation improvements proposed adjacent to the existing HOAs along the north side of 112th Avenue will be connected into their respective existing irrigation systems and be the responsibility of the HOA's for future on-going maintenance and operations upon initial acceptance by the individual HOA's. Once the 1-year maintenance period has lapsed for the City-owned portion of landscaping, the City will be responsible for the on-going maintenance.

(iii) Bid Schedule D Reunion Costs (100%): Reunion will fund the roadway improvements including demolition, curb, gutter, concrete sidewalks, access roads, ramps, asphalt, striping, signage, street lights, fence, subgrade reconditioning, drainage outfall from pond located within Reunion Village 7B to the north side of 112th Avenue, drainage infrastructure associated draining Reunion Village 7A, potable waterlines to service the Reunion development, non-potable waterlines that service the Reunion development, landscape and irrigation within the tree lawn adjacent to the Reunion development, SACWSD water and tap fees for the tree lawn adjacent to Reunion development, landscaping maintenance for 1-year, and acquisitions costs for Property Rights as set forth in Section 1(d), above. Once the 1-year maintenance period has lapsed, Reunion will be responsible for the on-going maintenance of the landscape and irrigation system. This scope generally covers the south half of improvements associated with 112th Avenue from Chambers Road to Parkside Drive North except the portion adjacent to the City owned Buffalo Run Golf Course.

(iv) Bid Schedule E Pond 7A and Outfall Shared Costs (37.5% City - 62.5% Reunion): Reunion and the City will jointly fund the Detention and Water Quality pond facility located on the northeast corner of Reunion Village 7A parcel located west of the existing Buffalo Run Golf Course and the associated outfall pipe that discharges into an existing pond located within the golf course based on a pro-rated drainage calculation. The calculation is based on contributing acreage from Reunion and City property as depicted in **Exhibit C.2**. The pond and outfall improvements include demolition, curb and concrete golf cart path replacement, forebay, trickle channel, outlet structure, storm sewer outfall pipe, manholes, riprap, landscape restoration, and reconstruction of existing irrigation system that is impacted within the golf course.

(v) Bid Schedule F SACWSD Costs (100%): Reunion, with anticipated reimbursement from SACWSD, will fund the sixteen inch (16") non-potable waterline

improvements from Chambers Road to Parkside Drive North including any connections into existing non-potable systems already in place located on the north side of the roadway. It will also include any removals and reconnections associated with existing interconnect systems already in place between the potable and non-potable water systems. Reunion, with anticipated reimbursement from SACWSD, will also be responsible for all applicable Design costs, City and State permit fees, sales and use taxes, payment and performance bonds, construction staking, materials testing, and construction management associated with the sixteen inch (16") non-potable waterline. The City shall not be responsible for these costs.

b. Reunion has publicly bid the Project in accordance with its standard construction practices and applicable legal requirements. Upon the Parties' determination of a mutually agreeable contractor based upon such bid results, Reunion shall be authorized to enter into a construction contract with such contractor (the "**District Contractor**"), subject to the requirements of this Agreement, and to issue a notice to proceed. All executed construction documents shall be provided to the City for its records.

c. The Parties agree that the form of the construction contract shall be at Reunion's discretion, notwithstanding however, the construction contract shall require the following elements:

(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" 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 District 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 Project;

(iii) Indemnity provisions protecting the City and its elected and appointed officials, employees, and agents to the same extent as the District and its directors, officers, agents and employees (specifically, modifying General Condition 5.9 to name said parties); 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 (including without limitation General Conditions 5.2, 5.3, 5.4, 5.6, 5.7, and 5.8), indemnity and defense (including without limitation General Conditions 5.9, 9.8, and 11.6), performance and payment bonds (including without limitation General Condition 5.1), and warranty provisions for any part of the work to owned by or dedicated to the City.

d. Reunion shall be authorized to enter into construction management and quality assurance/geotechnical engineering contracts with qualified contractors, subject to the

requirements of this Agreement, and to issue a notice to proceed. All 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 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 District Contractor to provide a certificate or certificates of insurance to the City;

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

(iii) 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.

e. Reunion shall have the sole discretion to approve all change orders associated with those costs set forth in Bid Schedule D Reunion Costs. Reunion shall further have the sole discretion to approve all change orders associated with those costs set forth in Bid Schedule A Shared Costs, Bid Schedule B City Costs, Bid Schedule C Parking Lot Expansion City Costs and Bid Schedule E Pond 7A and Outfall Shared Costs so long as (1) such aggregate change orders do not exceed a 5% contingency allotted for costs identified in the respective Bid Schedules (the “**Agreed Contingency**”), and (2) such change order is consistent with all approved Plans and Specifications. The Parties agree that for any non-emergency change orders proposed for Bid Schedule A Shared Costs, Bid Schedule B City Costs, Bid Schedule C Parking Lot Expansion City Costs and Bid Schedule E Pond 7A and Outfall Shared Costs, respectively, that exceed the Agreed Contingency, Reunion shall present the same to the City for review and consideration. The City shall have 5 (five) business days to consider such change order and if no objection is made within the allotted time period, the same shall be deemed approved and the cost shall be shared between the Parties according to the respective Cost Allocation for such bid schedule, respectively. If the City objects to such change order, the Parties shall meet and work in good faith to resolve the issue.

f. 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 for either the Shared Costs or City Costs 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 Allocation for Shared Costs or City Costs. “Emergency Basis” shall involve events that impact immediate public safety concerns or other events of an emergent nature, such as water or gas line breaks.

g. Reunion shall provide written periodic reports, no more than monthly, to the City at its request regarding the status of construction.

h. Any liquidated damages imposed by Reunion on the District Contractor shall be applied to the City Share proportionately.

i. 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 to the City Share, as defined below, 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. **City Reimbursement for Construction of the Project.**

a. Within ninety (90) days of the commencement of construction, the City will pay \$500,000 to Reunion as an installment against the City's share of the Project Costs as defined in Exhibit B and Section 2(a), above (the "**City Share**"). Thereafter, at the conclusion of each of the following two quarters thereafter, the City will issue quarterly payments in the amounts of \$2,500,000 and \$2,000,000. The City will issue a final payment in the amount of \$456,717 at the time of substantial completion; or the end of the third quarter whichever is later. Reunion will provide quarterly accounting of costs to the City.

b. After final acceptance of the Project, Reunion will provide written certification to the City ("**Certification**"), which will include an accounting of all costs related to construction of the Project, exclusive of the Design Work. The Certification shall include the final amount of the City Share 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 "**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 the Certification within thirty (30) days of the date of the Certification (the "**Reporting Period**"). The City Reimbursement Amount shall be paid to Reunion not later than sixty (60) days after the Reporting Period and if not paid within such time period, interest shall accrue on the City Reimbursement Amount at the rate of six percent (6.0%) per annum until paid in full to Reunion. Reunion shall return any overpayment to the City not later than sixty (60) 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.

c. At any time, the City shall have the right to audit the District's records concerning the design and construction of the Project. The right to request an audit of such records shall be made within three (3) years from the date upon the 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.

4. **Operation and Maintenance of Project upon Completion.**

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

(i) Operations and Maintenance of 112th Avenue and the Buffalo Run Parking Lot Expansion 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;

(iii) Operation and Maintenance of the tree lawn landscaping and irrigation along the north and south side of 112th Avenue adjacent to the Buffalo Run Golf Course, and landscaping and irrigation within the Buffalo Run Golf Course property shall be the responsibility of the City including any water bills to SACWSD.

(iv) Operation and Maintenance of the tree lawn landscaping and irrigation system along the north side of 112th Avenue adjacent to development shall be the responsibility of the adjacent landowner, District, or HOA as the City may deem applicable;

(v) Operation and Maintenance of the detention and water quality ponds constructed within Reunion Village 7-A and 7-B shall be maintained by Reunion;

(vi) Operation and Maintenance of underdrain infrastructure will be the responsibility of Reunion;

(vii) 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.

5. City License to the District for Construction.

a. Pursuant to a license agreement to be executed prior to the commencement of construction, the City shall grant a temporary non-exclusive license to Reunion and its contractors and subcontractors for the sole purposes of design and construction of the Project upon those portions of the Property Rights depicted on **Exhibit E**, attached and incorporated herein (the “**Temporary Construction License**”). All costs and expenses of activities conducted by Reunion shall be at no cost to the City except as may otherwise be specifically provided in this Agreement and the license agreement. Subject to the provisions of this Agreement and the Cost Allocations, 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 City shall reserve all rights of ownership, use and occupancy of any licensed property subject only to the rights granted to the District for the Temporary Construction License.

c. The term associated with such license shall commence as of the date of this Agreement and terminate upon the earlier of (a) the date upon which the District 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 Project has been completed, as evidenced by a written notice of final acceptance to the contractor and the dedication of improvements to the City and SACWSD, respectively.

6. **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.

7. **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.

8. **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.

9. **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 the District or any District contractor or any related right accruing to the City's benefit.

10. **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) 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.

11. **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)

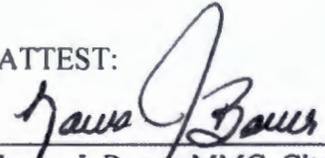
IN WITNESS WHEREOF, the City and Reunion execute this Agreement as of the Effective Date.

CITY OF COMMERCE CITY



Sean Ford, Mayor

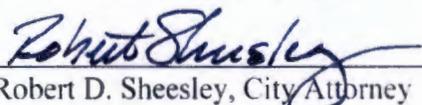
ATTEST:



Laura J. Bauer, MMC, City Clerk

SEAL

APPROVED AS TO FORM:



Robert D. Sheesley, City Attorney

REUNION METROPOLITAN DISTRICT

Signature

Printed Name

Title

ATTEST:

Title: _____

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

CITY OF COMMERCE CITY

Brian K. McBroom, City Manager

ATTEST:

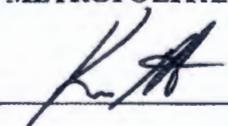
Laura J. Bauer, MMC, City Clerk

APPROVED AS TO FORM:

Robert D. Sheesley, City Attorney

REUNION METROPOLITAN DISTRICT

Signature



Printed Name

Kelly R. Laird

Title

Board President

ATTEST:

J. G. Keselowski
Title: *Asst. Secretary*

Exhibit A
112th Avenue Reconstruction Project
Phase 1
Chambers Road to Parkside Drive North

EXHIBIT A
112TH AVENUE RECONSTRUCTION PROJECT
PHASE 1
CHAMBERS ROAD TO PARKSIDE DRIVE NORTH



Exhibit B – Summary of Project Costs and Cost Allocations

EXHIBIT B - CITY SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

PHASE 1: CITY COST BREAKDOWN SUMMARY

SEPTEMBER 4, 2019

BID SCHEDULE A: SHARED COSTS (50%)

City Portion of Shared Costs (50%) \$ 1,190,594.82

BID SCHEDULE B: CITY OWNED COSTS

City Costs (100%) \$ 2,178,450.65

BID SCHEDULE C: PARKING LOT COSTS

City Costs (100%) \$ 556,977.60

BID SCHEDULE E: PUMP/VA AND UTILITY COSTS

City Costs (37.5%) \$ 193,258.03

CITY TOTAL BID COSTS: \$ 4,119,281.10

NON-BID COSTS (CITY ONLY)

Obtain Power from United Power for Traffic Signal	0.5	LS	No Cost	\$ -
United Power - Relocate 6"&8" Feeders + Relocate Switch Gear	0.5	LS	\$ 66,529.36	\$ 33,264.68
Reunion Style Street Lighting (and remove existing street light)	15	EA	\$ 16,510.43	\$ 247,656.45

CITY TOTAL NON-BID COSTS: \$ 280,921.13

CONSTRUCTION HARD COSTS (CITY ONLY)

CITY TOTAL BID + NON-BID COSTS: \$ 4,400,202.23

CITY TOTAL BID + NON-BID COSTS (WITH 5% CONTINGENCY): \$ 4,620,212.34

Material Testing (1.75% of Hard Costs)	1.75%	\$ 80,853.72
Construction Surveying/Staking (2.5% of Hard Costs)	2.5%	\$ 115,505.31

CITY TOTAL PHASE 1 HARD COSTS: \$ 4,816,571.36

SOFT COSTS (CITY ONLY)

ENGINEERING & SURVEYING	8.5%	\$ 409,408.57
CONSTRUCTION MANAGEMENT	4.5%	\$ 216,745.71

CITY TOTAL PHASE 1 SOFT COSTS: \$ 626,154.28

CITY TOTAL PHASE 1 COSTS

\$ 5,442,725.64

OTHER CITY COSTS (ESTIMATED COSTS)

Underground Overhead Power	1	LS	\$ 427,921.90	\$ 427,921.90
Obtain Temporary Construction Easements	21330	SF	\$ 1.00	\$ 21,330.00

EXHIBIT B - CITY SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

PHASE 1: CITY COST BREAKDOWN SUMMARY

SEPTEMBER 4, 2019

BID SCHEDULE A: SHARED COSTS (75-80)

City Portion of Shared Costs (50%) \$ 1,190,594.82

BID SCHEDULE B: CITY ONLY COSTS

City Costs (100%) \$ 2,178,450.65

BID SCHEDULE C: PAVEMENT COSTS

City Costs (100%) \$ 556,977.60

BID SCHEDULE D: UTILITIES AND PARTY ALL COSTS

City Costs (37.5%) \$ 193,258.03

CITY TOTAL BID COSTS: \$ 4,119,281.10

NON- BID COSTS (CITY ONLY)

Obtain Power from United Power for Traffic Signal	0.5	LS	No Cost	\$ -
United Power - Relocate 6" & 8" Feeders + Relocate Switch Gear	0.5	LS	\$ 66,529.36	\$ 33,264.68
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Obtain Temporary Construction Easements	21330	SF	\$ 1.00	\$ 21,330.00

SHARED COSTS (50% CITY - 50% REUNION)

PHASE 1: BID SCHEDULE A - SHARED COSTS (50-50)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A1	Topsoil Stripping (Stockpile & Redistribute)	6300	CY	\$ 5.50	\$ 34,650.00
A2	Topsoil Stripping (Export of Unsuitable Material)	4,054	CY	\$ 7.00	\$ 28,378.00
A3	Unclassified Excavation (Stockpile & Redistribute)	14,284	CY	\$ 5.25	\$ 74,991.00
A4	Embankment Material (Complete in Place)	7,027	CY	\$ 8.75	\$ 61,486.25
A5	Aggregate Bag	216	LF	\$ 8.75	\$ 1,890.00
A6	Reinforced Rock Berm	3	EA	\$ 241.50	\$ 724.50
A7	Reinforced Rock Berm for Culvert Protection	19	EA	\$ 371.50	\$ 7,058.50
A8	Check Dam	1	EA	\$ 1,092.00	\$ 1,092.00
A9	Construction Fence	5,817	LF	\$ 2.00	\$ 11,634.00
A10	Construction Marker	7	EA	\$ 22.25	\$ 155.75
A11	Erosion Control Manager	1	LS	\$ 13,500.00	\$ 13,500.00
A12	Concrete Washout	1	LS	\$ 3,130.00	\$ 3,130.00
A13	Stabilized Staging Area	1	LS	\$ 2,022.00	\$ 2,022.00
A14	Vehicle Tracking Pad	1	LS	\$ 29,400.00	\$ 29,400.00
A15	Inlet Protection	20	EA	\$ 405.00	\$ 8,100.00
A16	Outlet Protection	10	EA	\$ 410.00	\$ 4,100.00
A17	Sediment Control Log	626	LF	\$ 3.00	\$ 1,878.00
A18	Silt Fence	15,364	LF	\$ 1.25	\$ 19,205.00
A19	Seeding and Mulching [Native]	9.2	AC	\$ 1,176.00	\$ 10,819.20
A20	Premium Seed	6,683	SF	\$ 0.15	\$ 1,002.45
A21	Sod	3,546	SF	\$ 2.00	\$ 7,092.00
A22	Stock Pile	1	EA	\$ 26,800.00	\$ 26,800.00
A23	Soil Riprap (9") [18" Depth] [w/ Toe Wall & Type II Bedding]	23	CY	\$ 378.00	\$ 8,694.00
A24	Soil Riprap (12") [24" Depth] [w/ Type II Bedding]	5	CY	\$ 425.00	\$ 2,125.00
A25	Connect to Existing Storm Sewer	1	EA	\$ 450.00	\$ 450.00
A26	15-Inch RCP	78	LF	\$ 100.25	\$ 7,819.50
A27	18-Inch RCP	512	LF	\$ 100.50	\$ 51,456.00
A28	24-Inch RCP	114	LF	\$ 111.75	\$ 12,739.50
A29	36-Inch RCP	10	LF	\$ 239.50	\$ 2,395.00
A30	14x23-Inch RCP Elliptical	107	LF	\$ 130.25	\$ 13,936.75
A31	19x30-Inch RCP Elliptical	201	LF	\$ 146.50	\$ 29,446.50
A32	24 Inch RCP End Section	1	EA	\$ 2,714.00	\$ 2,714.00
A33	15 Inch RCP End Section (w/ Toe Wall)	2	EA	\$ 2,256.00	\$ 4,512.00
A34	18 Inch RCP End Section (w/ Toe Wall)	1	EA	\$ 2,442.00	\$ 2,442.00
A35	Manhole 4' (5-10 Foot)	1	EA	\$ 5,008.00	\$ 5,008.00
A35.1	Manhole 5' (10-15 Foot)	1	EA	\$ 6,002.00	\$ 6,002.00
A36	Manhole 6' (5-10 Foot)	1	EA	\$ 7,437.00	\$ 7,437.00
A37	Inlet, Type R L 5 (5-10 Foot)	1	EA	\$ 7,185.00	\$ 7,185.00
A38	Inlet, Type R L 10 (0-5 Foot)	3	EA	\$ 8,964.00	\$ 26,892.00
A39	Inlet, Type R L 10 (5-10 Foot)	5	EA	\$ 12,385.00	\$ 61,925.00
A40	Drilled Caisson (18 Inch) [4 Feet Deep]	8	LF	\$ 247.75	\$ 1,982.00
A41	Drilled Caisson (42 Inch) [14 Feet Deep]	56	LF	\$ 526.25	\$ 29,470.00
A42	2 Inch Electrical Conduit	75	LF	\$ 12.50	\$ 937.50
A43	2 Inch Electrical Conduit (Bored)	315	LF	\$ 20.00	\$ 6,300.00
A44	3 Inch Electrical Conduit	151	LF	\$ 18.75	\$ 2,831.25
A45	3 Inch Electrical Conduit (Bored)	945	LF	\$ 20.00	\$ 18,900.00
A46	Meter Pedestal	1	EACH	\$ 5,925.00	\$ 5,925.00
A47	Pull Box (17"x30"x12")	3	EACH	\$ 1,313.00	\$ 3,939.00
A48	Pull Box (24"x36"x18")	1	EACH	\$ 1,399.00	\$ 1,399.00
A49	Wiring	1	LS	\$ 5,968.00	\$ 5,968.00

SHARED COSTS (50% CITY - 50% REUNION)

PHASE 1: BID SCHEDULE A - SHARED COSTS (50-50)

SEPTEMBER 4, 2019

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A31	19x30-Inch RCP Elliptical	201	LF	\$ 148.50	\$ 29,848.50
A32	24 Inch RCP End Section	1	EA	\$ 2,714.00	\$ 2,714.00
A33	15 Inch RCP End Section (w/ Toe Wall)	2	EA	\$ 2,256.00	\$ 4,512.00
A34	18 Inch RCP End Section (w/ Toe Wall)	1	EA	\$ 2,442.00	\$ 2,442.00
A35	Manhole 4' (5-10 Foot)	1	EA	\$ 5,008.00	\$ 5,008.00
A35.1	Manhole 5' (10-15 Foot)	1	EA	\$ 6,002.00	\$ 6,002.00
A36	Manhole 6' (5-10 Foot)	1	EA	\$ 7,437.00	\$ 7,437.00
A37	Inlet, Type R L 5 (5-10 Foot)	1	EA	\$ 7,185.00	\$ 7,185.00
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A47	Pull Box (17"x30"x12")	3	EACH	\$ 1,313.00	\$ 3,939.00
A48	Pull Box (24"x36"x18")	1	EACH	\$ 1,399.00	\$ 1,399.00
A49	Wiring	1	LS	\$ 5,968.00	\$ 5,968.00

SHARED COSTS (50% CITY - 50% REUNION)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A50	Luminaire (250 Watt Equivalent LED)	4	EACH	\$ 1,003.00	\$ 4,012.00
A51	Sign Panel (Class I)	30	SF	\$ 23.50	\$ 705.00
A52	Sign Panel (Street Name Sign)	4	EACH	\$ 148.50	\$ 594.00
A53	Signal Head Backplate	10	EACH	\$ 241.50	\$ 2,415.00
A54	Pedestrian Signal Face (16) (Countdown)	4	EACH	\$ 681.00	\$ 2,724.00
A55	Traffic Signal Face (12-12-12)	10	EACH	\$ 846.00	\$ 8,460.00
A56	Traffic Signal Face (12-12-12-12)	8	EACH	\$ 1,235.00	\$ 9,880.00
A57	Traffic Signal Controller Cabinet	1	EACH	\$ 18,992.00	\$ 18,992.00
A58	Pedestrian Push Button	4	EACH	\$ 248.00	\$ 992.00
A59	Fire Preemption Unit & Timer	2	EACH	\$ 4,012.00	\$ 8,024.00
A60	Vehicle Detection System (Single Camera)	4	EACH	\$ 8,781.00	\$ 35,124.00
A61	Traffic Signal-Light Pole Steel (1- 40 Foot Mast Arm)	2	EACH	\$ 35,783.00	\$ 71,566.00
A62	Traffic Signal-Light Pole Steel (1- 50 Foot Mast Arm)	1	EACH	\$ 40,600.00	\$ 40,600.00
A63	Traffic Signal-Light Pole Steel (1- 55 Foot Mast Arm)	1	EACH	\$ 42,035.00	\$ 42,035.00
A64	Traffic Signal Pedestal Pole Steel	2	EACH	\$ 2,135.00	\$ 4,270.00
A65	Controller (Siemens M60)	1	EACH	\$ 6,505.00	\$ 6,505.00
A66	Uninterrupted Power Supply	1	EACH	\$ 6,952.00	\$ 6,952.00
A67	CCTV Camera	1	EACH	\$ 5,457.00	\$ 5,457.00
A68	Ethernet Switch	1	EACH	\$ 3,730.00	\$ 3,730.00
A69	Potholing	200	HR	\$ 250.00	\$ 50,000.00
A70	Traffic Control	1	LS	\$ 410,810.98	\$ 410,810.98
A71	Mobilization	1	LS	\$ 967,000.00	\$ 967,000.00

BID SCHEDULE A - 50-50 SHARED COSTS - TOTAL \$ 2,381,189.63

CITY COSTS (100%)

PHASE 1 - RID SCHEDULE B - CITY UNIT COSTS

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
B1	Removal of Asphalt Mat (Full Depth)	6969	SY	\$ 8.75	\$ 60,978.75
B2	Removal of Asphalt Mat (Planing)	822	SY	\$ 4.50	\$ 3,699.00
B3	Removal of Gravel	9,234	SY	\$ 1.25	\$ 11,542.50
B4	Removal of Curb and Gutter	886	LF	\$ 8.50	\$ 7,531.00
B5	Removal of Fence	943	LF	\$ 3.25	\$ 3,064.75
B6	Removal of Fire Hydrant	0	EA	\$ 980.00	\$ -
B7	Removal of Manhole	1	EA	\$ 2,233.00	\$ 2,233.00
B8	Removal of Inlet	1	EA	\$ 2,233.00	\$ 2,233.00
B9	Removal of Pavement Markings	34	SF	\$ 3.25	\$ 110.50
B10	Removal of RCP	358	LF	\$ 22.00	\$ 7,876.00
B11	Removal of FES	9	EA	\$ 643.00	\$ 5,787.00
B12	Removal of Sidewalk	652	SY	\$ 12.50	\$ 8,150.00
B13	Removal of Riprap	197	SY	\$ 7.00	\$ 1,379.00
B14	Removal of Sign	20	EA	\$ 93.00	\$ 1,860.00
B15	Removal of Tree	12	EA	\$ 500.00	\$ 6,000.00
B16	Reset Rock Landscaping	318	SY	\$ 18.75	\$ 5,962.50
B17	Reset Fence	1,200	LF	\$ 8.25	\$ 9,900.00
B18	Reset Gate	1	EA	\$ 1,053.00	\$ 1,053.00
B19	Reset Sign Panel	6	EA	\$ 37.50	\$ 225.00
B20	Relocate Street Light	1	EA	\$ 3,561.00	\$ 3,561.00
B21	Structural Backfill (Flow-fill)	15	CY	\$ 170.00	\$ 2,550.00
B22	Adjust Manhole	8	EA	\$ 562.00	\$ 4,496.00
B23	Adjust Valve Box	13	EA	\$ 171.00	\$ 2,223.00
B24	Modify Irrigation Valve	1	EA	\$ 2,250.00	\$ 2,250.00
B25	Reconditioning (12" Depth)	19,277	SY	\$ 5.00	\$ 96,385.00
B26	ABC (Class 6)	408	TN	\$ 26.00	\$ 10,608.00
B27	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	3,550	TN	\$ 81.50	\$ 289,325.00
B28	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	7,215	TN	\$ 77.25	\$ 557,358.75
B29	Concrete Crossspan (8" Depth)	309	SY	\$ 95.75	\$ 29,586.75
B30	Barbed Wire Fence	801	LF	\$ 4.75	\$ 3,804.75
B31	Concrete Sidewalk (4" Depth)	5,469	SY	\$ 40.50	\$ 221,494.50
B32	Concrete Sidewalk (6" Depth)(w/ Fibermesh)	433	SY	\$ 60.25	\$ 26,088.25
B33	Concrete Driveway (6" Depth)(w/ Fibermesh)	84	SY	\$ 63.25	\$ 5,313.00
B34	Concrete Curb Ramp	213	SY	\$ 181.00	\$ 38,553.00
B35	Curb & Gutter, Type 2-IB	366	LF	\$ 21.00	\$ 7,686.00
B36	Curb & Gutter, Type 2-IIB	5,867	LF	\$ 21.50	\$ 126,140.50
B37	Mountable Curb & Gutter	17	LF	\$ 53.00	\$ 901.00
B38	Curb & Gutter Vertical-to-Mountable Transition	18	LF	\$ 60.00	\$ 1,080.00
B39	Delineators (Type II)	15	EA	\$ 155.00	\$ 2,325.00
B40	Sign Panel (Class I)	142	SF	\$ 23.50	\$ 3,337.00
B41	Steel Sign Post	39	EA	\$ 155.00	\$ 6,045.00
B42	Epoxy Pavement Marking	57	GAL	\$ 155.00	\$ 8,835.00
B43	Prefomed Plastic Pavement Marking (Inlaid)	509	SF	\$ 37.25	\$ 18,960.25
B44	Soil Riprap (9") [18" Depth] [w/ Toe Wall & Type II Bedding]	50	CY	\$ 378.00	\$ 18,900.00
B45	Soil Riprap (12 Inch) [24-inch Depth] [w/ Type II Bedding]	4	CY	\$ 425.00	\$ 1,700.00
B46	Connect to Existing Storm Sewer	1	EA	\$ 900.00	\$ 900.00
B47	15-Inch RCP	120	LF	\$ 78.00	\$ 9,360.00
B48	15 Inch RCP End Section (w/ Toe Wall)	1	EA	\$ 2,256.00	\$ 2,256.00
B49	29x45-Inch RCP Elliptical	80	LF	\$ 176.25	\$ 14,100.00
B50	Manhole 5' (10-15 Foot)	1	EA	\$ 6,002.00	\$ 6,002.00

CITY COSTS (100%)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
B51	Inlet Type C (0-5 Foot) (With Hydro Gate & 2'x2' Sluice Gate)	1	EA	\$ 26,132.00	\$ 26,132.00
B52	Inlet Type D (0-5 Foot)	0	EA	\$ 6,752.00	\$ -
B53	Headwall & Wingwall Replacement	1	LS	\$ 46,660.00	\$ 46,660.00
B54	Trickle Channel (6 Foot)	365	LF	\$ 60.50	\$ 22,082.50
B55	2 Inch Electrical Conduit	22	LF	\$ 12.50	\$ 275.00
B56	3 Inch Electrical Conduit	4,483	LF	\$ 18.75	\$ 84,056.25
B57	3 Inch Electrical Conduit (Bored)	224	LF	\$ 20.00	\$ 4,480.00
B58	4 Inch PVC Conduit Sleeve	331	LF	\$ 47.00	\$ 15,557.00
B59	Pull Box (24"x36"x24")	7	EACH	\$ 1,399.00	\$ 9,793.00
B60	Pull Box (36"x48"x24")	4	EACH	\$ 1,882.00	\$ 7,528.00
B61	Fiber Optic Cable (S Mode)(12 Fiber)	21	LF	\$ 228.00	\$ 4,788.00
B62	Fiber Optic Cable (S Mode)(24 Fiber)	6280	LF	\$ 3.75	\$ 23,550.00
B63	Test Fiber Optic	1	LS	\$ 3,467.00	\$ 3,467.00
B64	Drilled Caisson (18 Inch) [6 Feet Deep]	12	LF	\$ 247.75	\$ 2,973.00
B65	Rectangular Rapid Flashing Beacon	2	EA	\$ 7,789.00	\$ 15,578.00
Landscape and Irrigation					
Buffalo Run Golf Course Frontage					
B69	Fine Grading - Site Preparation [Golf Course Frontage]	5,172	SF	\$ 0.35	\$ 1,810.20
B70	Soil Amendment-Turf and Shrub Beds [Golf Course Frontage]	26	CY	\$ 65.75	\$ 1,709.50
B71	Soil Testing [Golf Course Frontage]	1	EA	\$ 353.00	\$ 353.00
B72	Deciduous Shade Tree [Golf Course Frontage]	7	EA	\$ 898.00	\$ 6,286.00
B73	Sod [Golf Course Frontage]	3,896	SF	\$ 1.50	\$ 5,844.00
B74	Rock Mulch - 6" D, 4-6" Colorado River Rock [Golf Course]	1,276	SF	\$ 3.25	\$ 4,147.00
B75	Shredded Cedar Mulch [Golf Course Frontage]	362	SF	\$ 1.75	\$ 633.50
B76	Steel Edging [Golf Course Frontage]	1,540	LF	\$ 7.25	\$ 11,165.00
B77	Weed Barrier Fabric [Golf Course Frontage]	1,276	SF	\$ 0.35	\$ 446.60
B78	14 AWG Control Wire	1,095	LF	\$ 0.50	\$ 547.50
B79	6" Pop-up Spray Head [Rain Bird RD-06-A-P30 & VAN Nozzle]	101	EA	\$ 36.75	\$ 3,711.75
B80	Gate Valve (2" Diameter)	2	EA	\$ 431.50	\$ 863.00
B81	Manual Drain Valve (3/4" Diameter)	2	EA	\$ 672.75	\$ 1,345.50
B82	Quick Coupling Valve [Rain Bird 44NP]	2	EA	\$ 447.75	\$ 895.50
B83	Electric Control Valve (1.5" D) [Irritrol 700-RW60-KIT-OMR-100]	3	EA	\$ 1,077.25	\$ 3,231.75
B84	PVC Mainline with Fittings (2" Diameter)	210	LF	\$ 3.75	\$ 787.50
B85	PVC Lateral (1" Diameter)	835	LF	\$ 2.25	\$ 1,878.75
B86	PVC Lateral (1.25" Diameter)	35	LF	\$ 2.50	\$ 87.50
B87	PVC Lateral (2" Diameter)	25	LF	\$ 3.00	\$ 75.00
B88	PVC Sleeve (2" Diameter)	310	LF	\$ 6.50	\$ 2,015.00
B89	PVC Lateral (4" Diameter)	165	LF	\$ 6.00	\$ 990.00
B90	Landscape Maintenance (1 Year) [Golf Course Frontage]	1	LS	\$ 3,838.00	\$ 3,838.00
Greens Subdivision Frontage					
B91	Fine Grading - Site Preparation [Greens Subdivision]	10,725	SF	\$ 0.35	\$ 3,753.75
B92	Soil Amendment-Turf and Shrub Beds [Greens Subdivision]	54	CY	\$ 65.75	\$ 3,550.50
B93	Soil Testing [Greens Subdivision]	1	EA	\$ 353.00	\$ 353.00
B94	Deciduous Shade Tree [Greens Subdivision]	10	EA	\$ 898.00	\$ 8,980.00
B95	Sod [Greens Subdivision]	6,470	SF	\$ 1.50	\$ 9,705.00
B96	Rock Mulch - 6" D, 4-6" Colorado River Rock [Greens Subdiv]	4,255	SF	\$ 3.25	\$ 13,828.75
B97	Shredded Cedar Mulch [Greens Subdivision]	125	SF	\$ 1.75	\$ 218.75
B98	Steel Edging [Greens Subdivision]	523	LF	\$ 7.25	\$ 3,791.75
B99	Weed Barrier Fabric [Greens Subdivision]	4,255	SF	\$ 0.35	\$ 1,489.25
B100	Irrigation Modifications [Repair & Replace to Match Existing]	11,325	SF	\$ 3.25	\$ 36,806.25
B101	Landscape Maintenance (1 Year) [Greens Subdivision]	1	LS	\$ 6,800.00	\$ 6,800.00

CITY COSTS (100%)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
<u>Lokal Subdivision Frontage</u>					
B102	Fine Grading - Site Preparation [Lokal Subdivision]	16,343	SF	\$ 0.35	\$ 5,720.05
B103	Soil Amendment-Turf and Shrub Beds [Lokal Subdivision]	82	CY	\$ 65.75	\$ 5,391.50
B104	Soil Testing [Lokal Subdivision]	1	EA	\$ 353.00	\$ 353.00
B105	Deciduous Shade Tree [Lokal Subdivision]	7	EA	\$ 898.00	\$ 6,286.00
B106	Sod [Lokal Subdivision]	16,071	SF	\$ 1.50	\$ 24,106.50
B107	Rock Mulch - 3" Depth, 1.5" Rainbow Rock Granite Mulch	272	SF	\$ 1.50	\$ 408.00
B108	Steel Edging [Lokal Subdivision]	136	LF	\$ 7.25	\$ 986.00
B109	Weed Barrier Fabric [Lokal Subdivision]	272	SF	\$ 0.35	\$ 95.20
B110	Two-Wire Grounding	7	EA	\$ 492.30	\$ 3,446.10
B111	Two-Wire Decoder [Rain Bird FD-101 Turf]	23	EA	\$ 172.00	\$ 3,956.00
B112	Two-Wire Cable [Paige P7072D]	1,075	LF	\$ 1.00	\$ 1,075.00
B113	6" Pop-up Spray Head [Rain Bird 1806-SAM-PRS]	289	EA	\$ 36.75	\$ 10,620.75
B114	Gate Valve (1.5" Diameter)	5	EA	\$ 405.50	\$ 2,027.50
B115	Manual Drain Valve (3/4" Diameter)	7	EA	\$ 672.75	\$ 4,709.25
B116	Quick Coupling Valve [Rain Bird 44NP]	5	EA	\$ 447.75	\$ 2,238.75
B117	Electric Control Valve (1.5" D) [Rain Bird PESB]	23	EA	\$ 763.00	\$ 17,549.00
B118	PVC Mainline with Fittings (1.5" Diameter)	1,075	LF	\$ 3.50	\$ 3,762.50
B119	PVC Lateral (1" Diameter)	2,800	LF	\$ 2.25	\$ 6,300.00
B120	PVC Lateral (1.25" Diameter)	155	LF	\$ 2.50	\$ 387.50
B121	PVC Sleeve (2" Diameter)	48	LF	\$ 6.50	\$ 312.00
B122	PVC Sleeve (4" Diameter)	36	LF	\$ 7.00	\$ 252.00
B123	Landscape Maintenance (1 Year) [Lokal Subdivision]	1	LS	\$ 7,900.00	\$ 7,900.00

BID SCHEDULE B - CITY ONLY COSTS - TOTAL \$ 2,178,450.65

CITY PARKING LOT COSTS (100%)

PHASE 1: BID SCHEDULE C - CITY PARKING LOT COSTS

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
C1	Removal of Asphalt Mat (Full Depth)	272	SY	\$ 16.25	\$ 4,420.00
C2	Removal of Curb and Gutter	201	LF	\$ 8.50	\$ 1,708.50
C3	Removal of Fence	511	LF	\$ 3.25	\$ 1,660.75
C4	Removal of Tree	1	EA	\$ 500.00	\$ 500.00
C5	Relocate Street Light	2	EA	\$ 3,561.00	\$ 7,122.00
C6	Reconditioning (12" Depth)	5,493	SY	\$ 5.00	\$ 27,465.00
C7	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	569	TN	\$ 89.50	\$ 50,925.50
C8	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	1,878	TN	\$ 85.00	\$ 159,630.00
C9	Curb & Gutter, Type 2-IB	1,055	LF	\$ 21.00	\$ 22,155.00
C10	Curb & Gutter, Type 2, 1' Catch	671	LF	\$ 21.50	\$ 14,426.50
C11	Concrete Leveling Pad	216	CF	\$ 44.25	\$ 9,558.00
C12	Masonry Block (18"x8"x8")	525	SF	\$ 71.00	\$ 37,275.00
C13	PVC Pipe (4")	3	LF	\$ 182.00	\$ 546.00
C14	18-Inch RCP	121	LF	\$ 100.50	\$ 12,160.50
C15	24-Inch RCP	91	LF	\$ 111.75	\$ 10,169.25
C16	30-Inch RCP	36	LF	\$ 126.25	\$ 4,545.00
C17	Inlet Type C (0-5 Foot)	1	EA	\$ 6,319.00	\$ 6,319.00
C18	Inlet, Type R L 10 (0-5 Foot)	1	EA	\$ 8,964.00	\$ 8,964.00
C19	Inlet, Type R L 10 (5-10 Foot)	1	EA	\$ 12,385.00	\$ 12,385.00
C20	Manhole 5' (10-15 Foot)	1	EA	\$ 6,002.00	\$ 6,002.00
C21	Street Light (LED) (Parking Lot)	6	EA	\$ 11,577.00	\$ 69,462.00
C22	Epoxy Pavement Marking	9	GAL	\$ 1,238.00	\$ 11,142.00
C23	Preformed Plastic Pavement Marking (Inlaid)	10	SF	\$ 124.00	\$ 1,240.00
C24	Fine Grading - Site Preparation	11,808	SF	\$ 0.35	\$ 4,132.80
C25	Soil Amendment-Turf and Shrub Beds	59	CY	\$ 65.75	\$ 3,879.25
C26	Soil Testing	1	EA	\$ 353.00	\$ 353.00
C27	Deciduous Shade Tree	3	EA	\$ 898.00	\$ 2,694.00
C28	Deciduous Ornamental Tree - 6-8" Ht, Multi-Stem B&B	3	EA	\$ 749.00	\$ 2,247.00
C29	Evergreen Tree	4	EA	\$ 576.00	\$ 2,304.00
C30	Deciduous Shrub	121	EA	\$ 52.50	\$ 6,352.50
C31	Evergreen Shrub	33	EA	\$ 55.75	\$ 1,839.75
C32	Ornamental Grass	139	EA	\$ 20.50	\$ 2,849.50
C33	Perennial	83	EA	\$ 20.50	\$ 1,701.50
C34	Rock Mulch - 3" Depth, 1.5" Rainbow Rock Granite Mulch	11,808	SF	\$ 1.50	\$ 17,712.00
C35	Weed Barrier Fabric	11,808	SF	\$ 0.35	\$ 4,132.80
C36	14 AWG Control Wire	2,295	LF	\$ 0.50	\$ 1,147.50
C37	Pressure Reducing Valve [Watts 223-HP]	1	EA	\$ 2,030.75	\$ 2,030.75
C38	1" Drip Valve Assembly [Rain Bird X CZ-100-PRB-COM]	2	EA	\$ 592.25	\$ 1,184.50
C39	Drip Line Blow-out Stub [3/4" Ball Vlv in Rnd VB w/ 12" PUI]	6	EA	\$ 115.75	\$ 694.50
C40	Drip Shrub Beds [3/4" Min Drip Pipe]	1,770	LF	\$ 2.25	\$ 3,982.50
C41	Drip Emitters [Rain Bird XB Series]	1,590	EA	\$ 3.50	\$ 5,565.00
C42	Gate Valve (1.5" Diameter)	1	EA	\$ 405.50	\$ 405.50
C43	Manual Drain Valve (3/4" Diameter)	2	EA	\$ 672.75	\$ 1,345.50
C44	Quick Coupling Valve [Rain Bird 44NP]	1	EA	\$ 447.75	\$ 447.75
C45	PVC Mainline with Fittings (1.5" Diameter)	415	LF	\$ 3.50	\$ 1,452.50
C46	PVC Sleeve (2" Diameter)	145	LF	\$ 6.50	\$ 942.50
C47	Landscape Maintenance (1 Year)	1	LS	\$ 7,800.00	\$ 7,800.00

BID SCHEDULE C - CITY PARKING LOT COSTS - TOTAL \$ 556,977.60

DETENTION AND WATER QUALITY POND AND OUTFALL COSTS
(37.5% CITY - 62.5% REUNION)

PHASE 1: BID SCHEDULE E - POND 7A COSTS (BY % BASIN CONTRIBUTION)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
E1	Removal of Sidewalk	348	SY	\$ 12.50	\$ 4,350.00
E2	ABC (Class 6)	50	TN	\$ 26.00	\$ 1,300.00
E3	Soil Riprap (12") [24" D] [w/ Toe Wall, Type II Bedding & Liner]	33	CY	\$ 550.00	\$ 18,150.00
E4	Curb & Gutter, Type 2-IB	145	LF	\$ 21.00	\$ 3,045.00
E5	Concrete Sidewalk (6" Depth) [CI B Concrete w/ Fibermesh]	133	SY	\$ 60.25	\$ 8,013.25
E6	Concrete Sidewalk (8" Depth) [CI B Concrete]	359	SY	\$ 80.50	\$ 28,999.50
E7	14x23-Inch RCP Elliptical	186	LF	\$ 130.25	\$ 24,226.50
E8	24-Inch RCP	301	LF	\$ 111.75	\$ 33,636.75
E9	42-Inch PP Pipe	769	LF	\$ 178.75	\$ 137,458.75
E10	42-Inch RCP	167	LF	\$ 229.00	\$ 38,243.00
E11	42 Inch RCP End Section (w/ Toe Wall)	1	EA	\$ 5,214.00	\$ 5,214.00
E12	Inlet Type C (0-5 Foot)	1	EA	\$ 6,319.00	\$ 6,319.00
E13	Manhole 5' (5-10 Foot)	4	EA	\$ 6,002.00	\$ 24,008.00
E14	Manhole 6' (5-10 Foot)	1	EA	\$ 7,437.00	\$ 7,437.00
E15	Manhole Ring and Grated Cover	2	EA	\$ 537.00	\$ 1,074.00
E16	Trickle Channel (4 Foot)	406	LF	\$ 51.00	\$ 20,706.00
E17	Trickle Channel (8 Foot)	6	LF	\$ 165.00	\$ 990.00
E18	Spillway [includes Riprap and Toe Wall]	1	LS	\$ 25,125.00	\$ 25,125.00
E19	Forebay DP02	1	EA	\$ 11,332.00	\$ 11,332.00
E20	Forebay DP06	1	EA	\$ 16,408.00	\$ 16,408.00
E21	Forebay DP07	1	EA	\$ 17,584.00	\$ 17,584.00
E22	Outlet Structure	1	EA	\$ 43,219.00	\$ 43,219.00
E23	Toe Wall & Type II Bedding	1	EA	\$ 7,733.00	\$ 7,733.00
E24	Relocate Golf Course Irrigation Line- 8" PVC	1	LS	\$ 12,312.00	\$ 12,312.00
E25	Repair Golf Course Irrigation Laterals & Sprinkler Heads	1	LS	\$ 18,571.00	\$ 18,571.00

BID SCHEDULE E - POND 7A COSTS (BY % BASIN CONTRIBUTION) - TOTAL \$ 515,354.75

EXHIBIT B2 - REUNION SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

PHASE 1: REUNION COST BREAKDOWN SUMMARY

SEPTEMBER 4, 2019

BID SCHEDULE A: SHARED COSTS (50-50)

Reunion Portion of Shared Costs (50%) \$ 1,190,594.82

BID SCHEDULE D: REUNION ONLY COSTS

Reunion Costs (100%) \$ 2,523,633.35

BID SCHEDULE E: POND 7A AND OUTFALL COSTS

Reunion Costs (62.5%) \$ 322,096.72

REUNION TOTAL BID COSTS: \$ 4,036,324.88

NON- BID COSTS (REUNION ONLY)

Obtain Power from United Power for Traffic Signal	0.5	LS	No Cost	\$ -
United Power - Relocate 6"&8" Feeders + Relocate Switch Gear	0.5	LS	\$ 66,529.36	\$ 33,264.68
Reunion Style Street Lighting (and remove existing street light)	9	EA	\$ 16,510.43	\$ 148,593.87

REUNION TOTAL NON-BID COSTS: \$ 181,858.55

CONSTRUCTION HARD COSTS (REUNION ONLY)

REUNION TOTAL BID + NON-BID COSTS: \$ 4,218,183.43

REUNION TOTAL BID + NON-BID COSTS (WITH 5% CONTINGENCY): \$ 4,429,092.61

Material Testing (1.75% of Hard Costs) 1.75% \$ 77,509.12

Construction Surveying/Staking (2.5% of Hard Costs) 2.5% \$ 110,727.32

REUNION TOTAL PHASE 1 HARD COSTS: \$ 4,617,329.04

SOFT COSTS (REUNION ONLY)

ENGINEERING & SURVEYING	8.5%	\$ 392,472.97
CONSTRUCTION MANAGEMENT	4.5%	\$ 207,779.81

REUNION TOTAL PHASE 1 SOFT COSTS: \$ 600,252.78

REUNION TOTAL PHASE 1 COSTS

\$ 5,217,581.82

OTHER REUNION COSTS (ESTIMATED COSTS TO BE VERIFIED BY SACWSD)

3/4" Irrigation Tap Fees for Reunion Landscaping to SACWSD	1	EA	\$ 7,078.59	\$ 7,078.59
Irrigation ERU Costs - Reunion Frontage	1.23	ERUs	\$ 4,400.00	\$ 5,412.00

SHARED COSTS (50% CITY - 50% REUNION)

PHASE 1: BID SCHEDULE A - SHARED COSTS (50-50)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A1	Topsoil Stripping (Stockpile & Redistribute)	6300	CY	\$ 5.50	\$ 34,650.00
A2	Topsoil Stripping (Export of Unsuitable Material)	4,054	CY	\$ 7.00	\$ 28,378.00
A3	Unclassified Excavation (Stockpile & Redistribute)	14,284	CY	\$ 5.25	\$ 74,991.00
A4	Embankment Material (Complete in Place)	7,027	CY	\$ 8.75	\$ 61,486.25
A5	Aggregate Bag	216	LF	\$ 8.75	\$ 1,890.00
A6	Reinforced Rock Berm	3	EA	\$ 241.50	\$ 724.50
A7	Reinforced Rock Berm for Culvert Protection	19	EA	\$ 371.50	\$ 7,058.50
A8	Check Dam	1	EA	\$ 1,092.00	\$ 1,092.00
A9	Construction Fence	5,817	LF	\$ 2.00	\$ 11,634.00
A10	Construction Marker	7	EA	\$ 22.25	\$ 155.75
A11	Erosion Control Manager	1	LS	\$ 13,500.00	\$ 13,500.00
A12	Concrete Washout	1	LS	\$ 3,130.00	\$ 3,130.00
A13	Stabilized Staging Area	1	LS	\$ 2,022.00	\$ 2,022.00
A14	Vehicle Tracking Pad	1	LS	\$ 29,400.00	\$ 29,400.00
A15	Inlet Protection	20	EA	\$ 405.00	\$ 8,100.00
A16	Outlet Protection	10	EA	\$ 410.00	\$ 4,100.00
A17	Sediment Control Log	626	LF	\$ 3.00	\$ 1,878.00
A18	Silt Fence	15,364	LF	\$ 1.25	\$ 19,205.00
A19	Seeding and Mulching [Native]	9.2	AC	\$ 1,176.00	\$ 10,819.20
A20	Premium Seed	6,683	SF	\$ 0.15	\$ 1,002.45
A21	Sod	3,546	SF	\$ 2.00	\$ 7,092.00
A22	Stock Pile	1	EA	\$ 26,800.00	\$ 26,800.00
A23	Soil Riprap (9") [18" Depth] [w/ Toe Wall & Type II Bedding]	23	CY	\$ 378.00	\$ 8,694.00
A24	Soil Riprap (12") [24" Depth] [w/ Type II Bedding]	5	CY	\$ 425.00	\$ 2,125.00
A25	Connect to Existing Storm Sewer	1	EA	\$ 450.00	\$ 450.00
A26	15-Inch RCP	78	LF	\$ 100.25	\$ 7,819.50
A27	18-Inch RCP	512	LF	\$ 100.50	\$ 51,456.00
A28	24-Inch RCP	114	LF	\$ 111.75	\$ 12,739.50
A29	36-Inch RCP	10	LF	\$ 239.50	\$ 2,395.00
A30	14x23-Inch RCP Elliptical	107	LF	\$ 130.25	\$ 13,936.75
A31	19x30-Inch RCP Elliptical	201	LF	\$ 148.50	\$ 29,848.50
A32	24 Inch RCP End Section	1	EA	\$ 2,714.00	\$ 2,714.00
A33	15 Inch RCP End Section (w/ Toe Wall)	2	EA	\$ 2,256.00	\$ 4,512.00
A34	18 Inch RCP End Section (w/ Toe Wall)	1	EA	\$ 2,442.00	\$ 2,442.00
A35	Manhole 4' (5-10 Foot)	1	EA	\$ 5,008.00	\$ 5,008.00
A35.1	Manhole 5' (10-15 Foot)	1	EA	\$ 6,002.00	\$ 6,002.00
A36	Manhole 6' (5-10 Foot)	1	EA	\$ 7,437.00	\$ 7,437.00
A37	Inlet, Type R L 5 (5-10 Foot)	1	EA	\$ 7,185.00	\$ 7,185.00
A38	Inlet, Type R L 10 (0-5 Foot)	3	EA	\$ 8,964.00	\$ 26,892.00
A39	Inlet, Type R L 10 (5-10 Foot)	5	EA	\$ 12,385.00	\$ 61,925.00
A40	Drilled Caisson (18 Inch) [4 Feet Deep]	8	LF	\$ 247.75	\$ 1,982.00
A41	Drilled Caisson (42 Inch) [14 Feet Deep]	56	LF	\$ 526.25	\$ 29,470.00
A42	2 Inch Electrical Conduit	75	LF	\$ 12.50	\$ 937.50
A43	2 Inch Electrical Conduit (Bored)	315	LF	\$ 20.00	\$ 6,300.00
A44	3 Inch Electrical Conduit	151	LF	\$ 18.75	\$ 2,831.25
A45	3 Inch Electrical Conduit (Bored)	945	LF	\$ 20.00	\$ 18,900.00
A46	Meter Pedestal	1	EACH	\$ 5,925.00	\$ 5,925.00
A47	Pull Box (17"x30"x12")	3	EACH	\$ 1,313.00	\$ 3,939.00
A48	Pull Box (24"x36"x18")	1	EACH	\$ 1,399.00	\$ 1,399.00
A49	Wiring	1	LS	\$ 5,968.00	\$ 5,968.00

SHARED COSTS (50% CITY - 50% REUNION)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
A50	Luminaire (250 Watt Equivalent LED)	4	EACH	\$ 1,003.00	\$ 4,012.00
A51	Sign Panel (Class I)	30	SF	\$ 23.50	\$ 705.00
A52	Sign Panel (Street Name Sign)	4	EACH	\$ 148.50	\$ 594.00
A53	Signal Head Backplate	10	EACH	\$ 241.50	\$ 2,415.00
A54	Pedestrian Signal Face (16) (Countdown)	4	EACH	\$ 681.00	\$ 2,724.00
A55	Traffic Signal Face (12-12-12)	10	EACH	\$ 846.00	\$ 8,460.00
A56	Traffic Signal Face (12-12-12-12)	8	EACH	\$ 1,235.00	\$ 9,880.00
A57	Traffic Signal Controller Cabinet	1	EACH	\$ 18,992.00	\$ 18,992.00
A58	Pedestrian Push Button	4	EACH	\$ 248.00	\$ 992.00
A59	Fire Preemption Unit & Timer	2	EACH	\$ 4,012.00	\$ 8,024.00
A60	Vehicle Detection System (Single Camera)	4	EACH	\$ 8,781.00	\$ 35,124.00
A61	Traffic Signal-Light Pole Steel (1- 40 Foot Mast Arm)	2	EACH	\$ 35,783.00	\$ 71,566.00
A62	Traffic Signal-Light Pole Steel (1- 50 Foot Mast Arm)	1	EACH	\$ 40,600.00	\$ 40,600.00
A63	Traffic Signal-Light Pole Steel (1- 55 Foot Mast Arm)	1	EACH	\$ 42,035.00	\$ 42,035.00
A64	Traffic Signal Pedestal Pole Steel	2	EACH	\$ 2,135.00	\$ 4,270.00
A65	Controller (Siemens M60)	1	EACH	\$ 6,505.00	\$ 6,505.00
A66	Uninterrupted Power Supply	1	EACH	\$ 6,952.00	\$ 6,952.00
A67	CCTV Camera	1	EACH	\$ 5,457.00	\$ 5,457.00
A68	Ethernet Switch	1	EACH	\$ 3,730.00	\$ 3,730.00
A69	Potholing	200	HR	\$ 250.00	\$ 50,000.00
A70	Traffic Control	1	LS	\$ 410,810.98	\$ 410,810.98
A71	Mobilization	1	LS	\$ 967,000.00	\$ 967,000.00

BID SCHEDULE A - 50-50 SHARED COSTS - TOTAL \$ 2,381,189.63

REUNION COSTS (100%)

PHASE 1: BID SCHEDULE D - REUNION ONLY COSTS

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
D1	Relocation of Mailbox	1	EA	\$ 500.00	\$ 500.00
D2	Removal of Asphalt Mat (Full Depth)	2,700	SY	\$ 8.75	\$ 23,625.00
D3	Removal of Asphalt Mat (Planing)	1,138	SY	\$ 4.50	\$ 5,121.00
D4	Removal of Gravel	1,353	SY	\$ 1.25	\$ 1,691.25
D5	Removal of Concrete Bollard	3	EA	\$ 270.00	\$ 810.00
D6	Removal of FES	1	EA	\$ 643.00	\$ 643.00
D7	Removal of Fire Hydrant	9	EA	\$ 980.00	\$ 8,820.00
D7.1	Removal of Water Valve	9	EA	\$ 800.00	\$ 7,200.00
D7.2	Removal of Ductile Iron Pipe	80	LF	\$ 25.00	\$ 2,000.00
D8	Removal of Sign	13	EA	\$ 93.00	\$ 1,209.00
D9	Removal of Tree	2	EA	\$ 500.00	\$ 1,000.00
D10	Removal of Water Vent	3	EA	\$ 900.00	\$ 2,700.00
D11	Adjust Valve Box	15	EA	\$ 171.00	\$ 2,565.00
D12	Adjust Manhole	7	EA	\$ 562.00	\$ 3,934.00
D13	Reset Sign Panel	7	EA	\$ 37.50	\$ 262.50
D14	Reconditioning (12" Depth)	17,323	SY	\$ 5.00	\$ 86,615.00
D15	ABC (Class 6)	555	TN	\$ 26.00	\$ 14,430.00
D16	Hot Mix Asphalt (Grading S) (75) (PG 58-28)	2,966	TN	\$ 81.50	\$ 241,729.00
D17	Hot Mix Asphalt (Grading SG) (75) (PG 58-28)	6,954	TN	\$ 80.75	\$ 561,535.50
D18	Chain Link Fence	1,102	LF	\$ 15.00	\$ 16,530.00
D19	16' Chain Link Gate	1	EA	\$ 1,548.00	\$ 1,548.00
D20	Concrete Sidewalk (4" Depth)	2,608	SY	\$ 40.50	\$ 105,624.00
D21	Concrete Curb Ramp	139	SY	\$ 181.00	\$ 25,159.00
D22	Asphalt Temporary Curb Ramp w/ Detectable Warnings	1	EA	\$ 6,570.00	\$ 6,570.00
D23	Curb & Gutter, Type 2-IB	358	LF	\$ 21.00	\$ 7,518.00
D24	Curb & Gutter, Type 2-IIB	4,001	LF	\$ 21.50	\$ 86,021.50
D25	Mountable Curb & Gutter	10	LF	\$ 53.00	\$ 530.00
D26	Curb & Gutter Vertical-to-Mountable Transition	20	LF	\$ 60.00	\$ 1,200.00
D27	Delineators (Type II)	22	EA	\$ 155.00	\$ 3,410.00
D28	Sign Panel (Class I)	79	SF	\$ 23.50	\$ 1,856.50
D29	Steel Sign Post	22	EA	\$ 155.00	\$ 3,410.00
D30	Epoxy Pavement Marking	53	GAL	\$ 155.00	\$ 8,215.00
D31	Preformed Plastic Pavement Marking (Inlaid)	963	SF	\$ 37.25	\$ 35,871.75
D32	24-Inch RCP	25	LF	\$ 111.75	\$ 2,793.75
D33	36-Inch RCP	30	LF	\$ 239.50	\$ 7,185.00
D34	4'x2' Foot Concrete Box Culvert	833	LF	\$ 406.00	\$ 338,198.00
D35	Transition Structure 10-1	1	EA	\$ 18,147.00	\$ 18,147.00
D36	Transition Structure 10-2	1	EA	\$ 19,325.00	\$ 19,325.00
D37	Manhole 5' (5-10 Foot)	1	EA	\$ 6,002.00	\$ 6,002.00
D38	Inlet Type D (0-5 Foot)	1	EA	\$ 6,752.00	\$ 6,752.00
D39	Impact Stilling Basin w/ Concrete Headwall & Toe Wall	1	EA	\$ 21,920.00	\$ 21,920.00
D40	Connect to Existing Storm Sewer	0	EA	\$ 900.00	\$ -
D40.1	4'x2' Foot Concrete Box Culvert Plugs	2	EA	\$ 1,000.00	\$ 2,000.00
D41	Pond Maintenance (1 Year)	1	LS	\$ 43,335.00	\$ 43,335.00
D42	8" PVC Water Line	230	LF	\$ 52.50	\$ 12,075.00
D43	12" PVC Water Line	1,084	LF	\$ 67.00	\$ 72,628.00
D44	16" PVC Water Line	226	LF	\$ 116.00	\$ 26,216.00
D45	6" Ductile Iron Pipe	202	LF	\$ 53.50	\$ 10,807.00
D46	Fire Hydrant Assembly	13	EA	\$ 7,795.00	\$ 101,335.00
D47	6" Gate Valve	13	EA	\$ 1,333.00	\$ 17,329.00

REUNION COSTS (100%)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
D48	8" Gate Valve	2	EA	\$ 1,843.00	\$ 3,686.00
D49	12" Gate Valve	5	EA	\$ 3,248.00	\$ 16,240.00
D50	16" Butterfly Valve	2	EA	\$ 5,134.00	\$ 10,268.00
D51	8" PVC Water Line Plug	1	EA	\$ 574.00	\$ 574.00
D52	12" PVC Water Line Plug	1	EA	\$ 834.00	\$ 834.00
D53	16" PVC Water Line Plug	1	EA	\$ 1,326.00	\$ 1,326.00
D54	12" Air Vac/Valve Assembly w/ 5' Manhole	1	EA	\$ 7,763.00	\$ 7,763.00
D55	16" Air Vac/Valve Assembly w/ 5' Manhole	2	EA	\$ 8,529.00	\$ 17,058.00
D56	20" Air Vac/Valve Assembly w/ 5' Manhole	1	EA	\$ 9,878.00	\$ 9,878.00
D57	Connect to Existing Waterline	3	EA	\$ 1,123.00	\$ 3,369.00
D58	16" Waterline Lowering (Full)	2	EA	\$ 10,714.00	\$ 21,428.00
D59	6" PVC Irrigation	68	LF	\$ 53.50	\$ 3,638.00
D60	8" PVC Irrigation	31	LF	\$ 62.00	\$ 1,922.00
D61	6" DIP Irrigation	11	LF	\$ 62.75	\$ 690.25
D62	6" Gate Valve	2	EA	\$ 1,333.00	\$ 2,666.00
D63	16" Butterfly Valve	4	EA	\$ 5,134.00	\$ 20,536.00
D64	Flushing Hydrant Assembly	1	EA	\$ 7,819.00	\$ 7,819.00
D65	Connect to Existing Irrigation (8")	1	EA	\$ 1,269.00	\$ 1,269.00
Landscape and Irrigation					
Reunion Frontage					
D66	Fine Grading - Site Preparation	43,598	SF	\$ 0.35	\$ 15,259.30
D67	Soil Amendment-Turf and Shrub Beds	218	CY	\$ 65.75	\$ 14,333.50
D68	Soil Testing	1	EA	\$ 353.00	\$ 353.00
D69	Deciduous Shade Tree	86	EA	\$ 898.00	\$ 77,228.00
D70	Deciduous Shrub	21	EA	\$ 52.50	\$ 1,102.50
D71	Ornamental Grass	39	EA	\$ 20.50	\$ 799.50
D72	Perennial	113	EA	\$ 20.50	\$ 2,316.50
D73	Sod	36,225	SF	\$ 1.50	\$ 54,337.50
D74	Rock Mulch - 3" Depth, 1.5" Rainbow Rock Granite Mulch	1,610	SF	\$ 1.50	\$ 2,415.00
D75	Rock Mulch - 6" Depth, 4-6" Colorado River Rock Cobble	7,373	SF	\$ 3.25	\$ 23,962.25
D76	Shredded Cedar Mulch	1,075	SF	\$ 1.75	\$ 1,881.25
D77	Steel Edging	3,473	LF	\$ 7.25	\$ 25,179.25
D78	Weed Barrier Fabric	8,983	SF	\$ 0.35	\$ 3,144.05
D79	Irrigation Controller [Rain Bird ESP-LXD w/ LXMM 50 Stations]	1	EA	\$ 6,790.75	\$ 6,790.75
D80	Wireless Rain/Freeze Sensor [Rain Bird WR2-RFC]	1	EA	\$ 964.75	\$ 964.75
D81	Two-Wire Grounding [Rain Bird LSP1 Turf]	14	EA	\$ 492.50	\$ 6,895.00
D82	Two-Wire Decoder [Rain Bird FD-101 Turf]	45	EA	\$ 172.00	\$ 7,740.00
D83	Two-Wire Cable [Paige P7072D]	3,990	LF	\$ 1.00	\$ 3,990.00
D84	Backflow Preventer (3/4" Diameter) [FEBCO 825YA 3/4" D]	1	EA	\$ 4,242.50	\$ 4,242.50
D85	Copper Pipe (3/4" Diameter) [Type K, incl. stop/waste valve]	20	LF	\$ 84.25	\$ 1,685.00
D86	6" Pop-up Spray Head [Rain Bird 1806-SAM-PRS]	928	EA	\$ 36.75	\$ 34,104.00
D87	1" Drip Valve Assembly [Rain Bird XCZ-100-PRF-COM]	1	EA	\$ 592.25	\$ 592.25
D88	Drip Line Blow-out Stub [3/4" Ball Vlv in Rnd VB w/ 12" PU]	2	EA	\$ 115.75	\$ 231.50
D89	Drip Shrub Beds [3/4" Min Drip Pipe]	360	LF	\$ 2.25	\$ 810.00
D90	Drip Emitters [Rain Bird XB Series]	600	EA	\$ 3.50	\$ 2,100.00
D91	Master Valve (1" Diameter) [Rain Bird PESB]	1	EA	\$ 698.25	\$ 698.25
D92	Gate Valve (1.5" Diameter)	3	EA	\$ 405.50	\$ 1,216.50
D93	Gate Valve (2" Diameter)	6	EA	\$ 431.50	\$ 2,589.00
D94	Gate Valve (2.5" Diameter)	2	EA	\$ 745.00	\$ 1,490.00
D95	Manual Drain Valve (3/4" Diameter)	12	EA	\$ 672.75	\$ 8,073.00
D96	Quick Coupling Valve [Rain Bird 44NP]	13	EA	\$ 447.75	\$ 5,820.75
D97	Electric Control Valve (1" D) [Rain Bird PESB]	28	EA	\$ 698.25	\$ 19,551.00

REUNION COSTS (100%)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
D98	Electric Control Valve (1.5" D) [Rain Bird PESB]	12	EA	\$ 763.00	\$ 9,156.00
D99	Electric Control Valve (2" D) [Rain Bird PESB]	4	EA	\$ 910.50	\$ 3,642.00
D100	Flow Sensor (1" Diameter) [Rain Bird FS-100-P]	1	EA	\$ 957.00	\$ 957.00
D101	Flow Sensor Decoder [Rain Bird SD-210]	1	EA	\$ 172.00	\$ 172.00
D102	PVC Mainline with Fittings (1.5" Diameter)	1,155	LF	\$ 3.50	\$ 4,042.50
D103	PVC Mainline with Fittings (2" Diameter)	1,625	LF	\$ 3.75	\$ 6,093.75
D104	PVC Mainline with Fittings (2.5" Diameter)	1,210	LF	\$ 4.00	\$ 4,840.00
D105	PVC Lateral (1" Diameter)	7,835	LF	\$ 2.25	\$ 17,628.75
D106	PVC Lateral (1.25" Diameter)	105	LF	\$ 2.50	\$ 262.50
D107	PVC Lateral (1.5" Diameter)	70	LF	\$ 2.75	\$ 192.50
D108	PVC Lateral (2" Diameter)	35	LF	\$ 3.25	\$ 113.75
D109	PVC Lateral (2.5" Diameter)	25	LF	\$ 3.75	\$ 93.75
D110	PVC Sleeve (2" Diameter)	180	LF	\$ 6.50	\$ 1,170.00
D111	PVC Sleeve (4" Diameter)	160	LF	\$ 7.00	\$ 1,120.00
D112	PVC Sleeve (6" Diameter)	20	LF	\$ 11.50	\$ 230.00
D113	Water Meter (3/4" Diameter) [Tap, Meter Pit, Installation, Fee]	1	EA	\$ 4,157.00	\$ 4,157.00
D114	Landscape Maintenance (1 Year)	1	LS	\$ 31,000.00	\$ 31,000.00

BID SCHEDULE D - REUNION ONLY COSTS - TOTAL \$ 2,523,633.35

DETENTION AND WATER QUALITY POND AND OUTFALL COSTS
 (37.5% CITY - 62.5% REUNION)

PHASE 1: BID SCHEDULE E - POND 7A COSTS (BY % BASIN CONTRIBUTION)

SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
E1	Removal of Sidewalk	348	SY	\$ 12.50	\$ 4,350.00
E2	ABC (Class 6)	50	TN	\$ 26.00	\$ 1,300.00
E3	Soil Riprap (12") [24" D] [w/ Toe Wall, Type II Bedding & Liner]	33	CY	\$ 550.00	\$ 18,150.00
E4	Curb & Gutter, Type 2-IB	145	LF	\$ 21.00	\$ 3,045.00
E5	Concrete Sidewalk (6" Depth) [CI B Concrete w/ Fibermesh]	133	SY	\$ 60.25	\$ 8,013.25
E6	Concrete Sidewalk (8" Depth) [CI B Concrete]	359	SY	\$ 80.50	\$ 28,999.50
E7	14x23-Inch RCP Elliptical	186	LF	\$ 130.25	\$ 24,226.50
E8	24-Inch RCP	301	LF	\$ 111.75	\$ 33,636.75
E9	42-Inch PP Pipe	769	LF	\$ 178.75	\$ 137,458.75
E10	42-Inch RCP	167	LF	\$ 229.00	\$ 38,243.00
E11	42 Inch RCP End Section (w/ Toe Wall)	1	EA	\$ 5,214.00	\$ 5,214.00
E12	Inlet Type C (0-5 Foot)	1	EA	\$ 6,319.00	\$ 6,319.00
E13	Manhole 5' (5-10 Foot)	4	EA	\$ 6,002.00	\$ 24,008.00
E14	Manhole 6' (5-10 Foot)	1	EA	\$ 7,437.00	\$ 7,437.00
E15	Manhole Ring and Grated Cover	2	EA	\$ 537.00	\$ 1,074.00
E16	Trickle Channel (4 Foot)	406	LF	\$ 51.00	\$ 20,706.00
E17	Trickle Channel (8 Foot)	6	LF	\$ 165.00	\$ 990.00
E18	Spillway [includes Riprap and Toe Wall]	1	LS	\$ 25,125.00	\$ 25,125.00
E19	Forebay DP02	1	EA	\$ 11,332.00	\$ 11,332.00
E20	Forebay DP06	1	EA	\$ 16,408.00	\$ 16,408.00
E21	Forebay DP07	1	EA	\$ 17,584.00	\$ 17,584.00
E22	Outlet Structure	1	EA	\$ 43,219.00	\$ 43,219.00
E23	Toe Wall & Type II Bedding	1	EA	\$ 7,733.00	\$ 7,733.00
E24	Relocate Golf Course Irrigation Line- 8" PVC	1	LS	\$ 12,312.00	\$ 12,312.00
E25	Repair Golf Course Irrigation Laterals & Sprinkler Heads	1	LS	\$ 18,571.00	\$ 18,571.00

BID SCHEDULE E - POND 7A COSTS (BY % BASIN CONTRIBUTION) - TOTAL \$ 515,354.75

EXHIBIT B3 - SACWSD SUMMARY OF PROJECT COSTS AND COST ALLOCATIONS

PHASE 1: SACWSD COST BREAKDOWN SUMMARY

SEPTEMBER 4, 2019

BID SCHEDULE F: IRRIGATION MAIN AND LATERALS

SACWSD Portion of Shared Costs (100%) \$ 800,313.55

SACWSD TOTAL BID COSTS: \$ 800,313.55

CONSTRUCTION HARD COSTS (SACWSD ONLY)

SACWSD TOTAL BID COSTS (WITH 5% CONTINGENCY): \$ 840,329.23

Material Testing (1.75% of Hard Costs) 1.75% \$ 14,705.70

Construction Surveying/Staking (2.5% of Hard Costs) 2.5% \$ 21,008.23

SACWSD TOTAL PHASE 1 HARD COSTS: \$ 876,043.22

SOFT COSTS (SACWSD ONLY)

ENGINEERING & SURVEYING 8.5% \$ 74,463.67

CONSTRUCTION MANAGEMENT 4.5% \$ 39,421.94

SACWSD TOTAL PHASE 1 SOFT COSTS: \$ 113,885.62

SACWSD TOTAL PHASE 1 COSTS \$ 989,928.84

SACWD COSTS (100%)

PHASE 1: BID SCHEDULE F - SACWSD COSTS

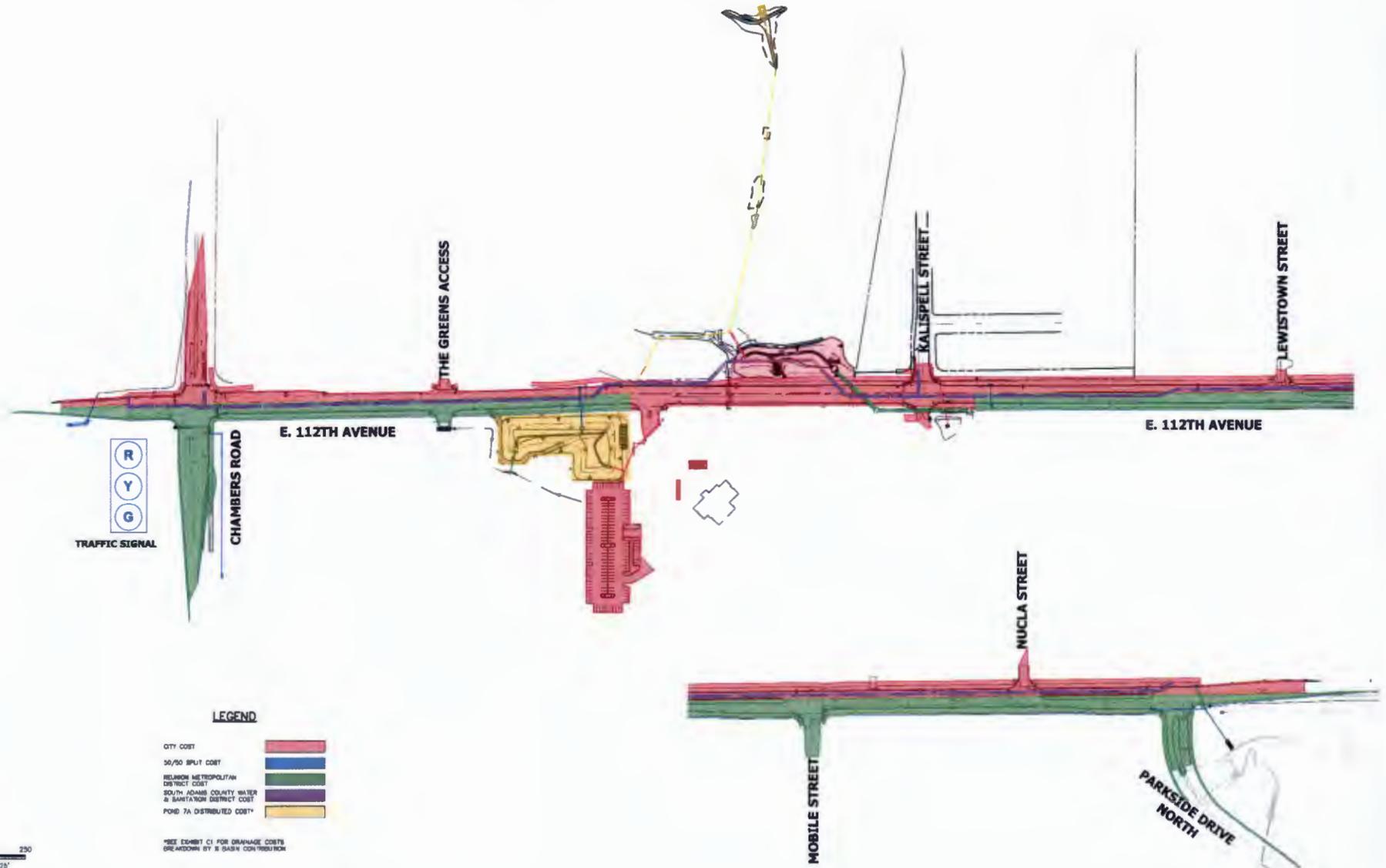
SEPTEMBER 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
F1	Removal of Irrigation Blow-off	3	EA	\$ 971.00	\$ 2,913.00
F2	Removal of Irrigation Valve	6	EA	\$ 986.00	\$ 5,916.00
F3	Removal of Irrigation Line	327	LF	\$ 21.00	\$ 6,867.00
F4	Remove Irrigation Interconnect	1	EA	\$ 2,915.00	\$ 2,915.00
F5	6" PVC Irrigation	76	LF	\$ 53.50	\$ 4,066.00
F6	12" PVC Irrigation	49	LF	\$ 67.00	\$ 3,283.00
F7	16" PVC Irrigation	5,002	LF	\$ 100.00	\$ 500,200.00
F8	24" PVC Irrigation	21	LF	\$ 550.00	\$ 11,550.00
F9	6" Ductile Iron Pipe	33	LF	\$ 53.50	\$ 1,765.50
F10	6" Gate Valve	2	EA	\$ 1,333.00	\$ 2,666.00
F11	16" Butterfly Valve	15	EA	\$ 5,330.00	\$ 79,950.00
F12	24" PVC Irrigation Plug	1	EA	\$ 2,539.00	\$ 2,539.00
F13	6" Irrigation Lowering (Half)	1	EA	\$ 2,548.00	\$ 2,548.00
F14	16" Irrigation Lowering (Half)	7	EA	\$ 5,805.00	\$ 40,635.00
F15	16" Irrigation Lowering (Full)	1	EA	\$ 11,535.00	\$ 11,535.00
F16	16" Transmission Blow Off Valve	3	EA	\$ 12,545.00	\$ 37,635.00
F17	Flushing Hydrant Assembly	1	EA	\$ 7,819.00	\$ 7,819.00
F18	16" Air Vac/Valve Assembly w/ 5' Manhole	5	EA	\$ 8,664.00	\$ 43,320.00
F19	Connect to Existing Irrigation (6")	1	EA	\$ 2,081.00	\$ 2,081.00
F20	Connect to Existing Irrigation (12")	1	EA	\$ 2,900.05	\$ 2,900.05
F21	Connect to Existing Irrigation (24")	2	EA	\$ 11,355.00	\$ 22,710.00
F21.1	30 Inch Steel Casing	25	LF	\$ 100.00	\$ 2,500.00
F21.2	16" Mechanical Joint Cap	2	EA	\$ 1,000.00	\$ 2,000.00

BID SCHEDULE F - SACWSD COSTS - TOTAL \$ 800,313.55

Exhibit C – Cost Allocation Map

EXHIBIT C COST ALLOCATION MAP



R
Y
G

TRAFFIC SIGNAL

LEGEND

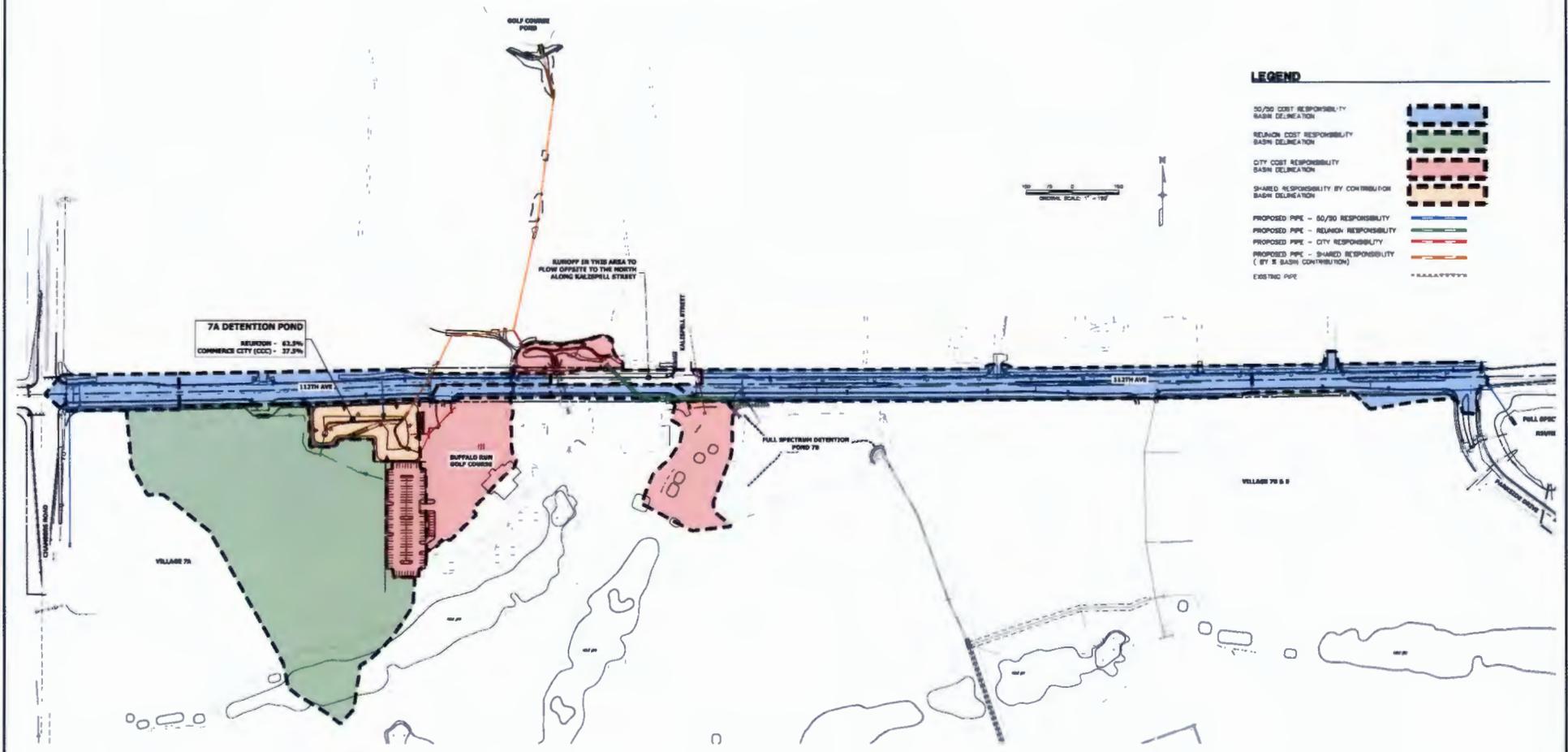
- CITY COST
- 30/70 SPLIT COST
- REUNION METROPOLITAN DISTRICT COST
- SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT COST
- POND 7A DISTRIBUTED COST*

*SEE EXHIBIT C1 FOR DRAINAGE COSTS BREAKDOWN BY % DASH CONTRIBUTION

125 0 125 250
ORIGINAL SCALE: 1" = 125'

Exhibit C-1 – Drainage Basin Contribution Calculation for Pond and Outfall

EXHIBIT C1 DRAINAGE BASIN CONTRIBUTION CALCULATION FOR POND AND OUTFALL



LEGEND

- 30/30 COST RESPONSIBILITY
BASIN DELINEATION
- RELIANT COST RESPONSIBILITY
BASIN DELINEATION
- CITY COST RESPONSIBILITY
BASIN DELINEATION
- SHARED RESPONSIBILITY BY CONTRIBUTION
BASIN DELINEATION
- PROPOSED PIPE - 30/30 RESPONSIBILITY
- PROPOSED PIPE - RELIANT RESPONSIBILITY
- PROPOSED PIPE - CITY RESPONSIBILITY
- PROPOSED PIPE - SHARED RESPONSIBILITY
(BY % BASIN CONTRIBUTION)
- EXISTING PIPE



Exhibit D

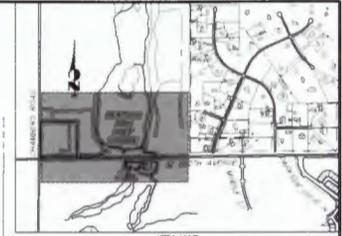
Property Rights Mapping and Detail

Exhibit E

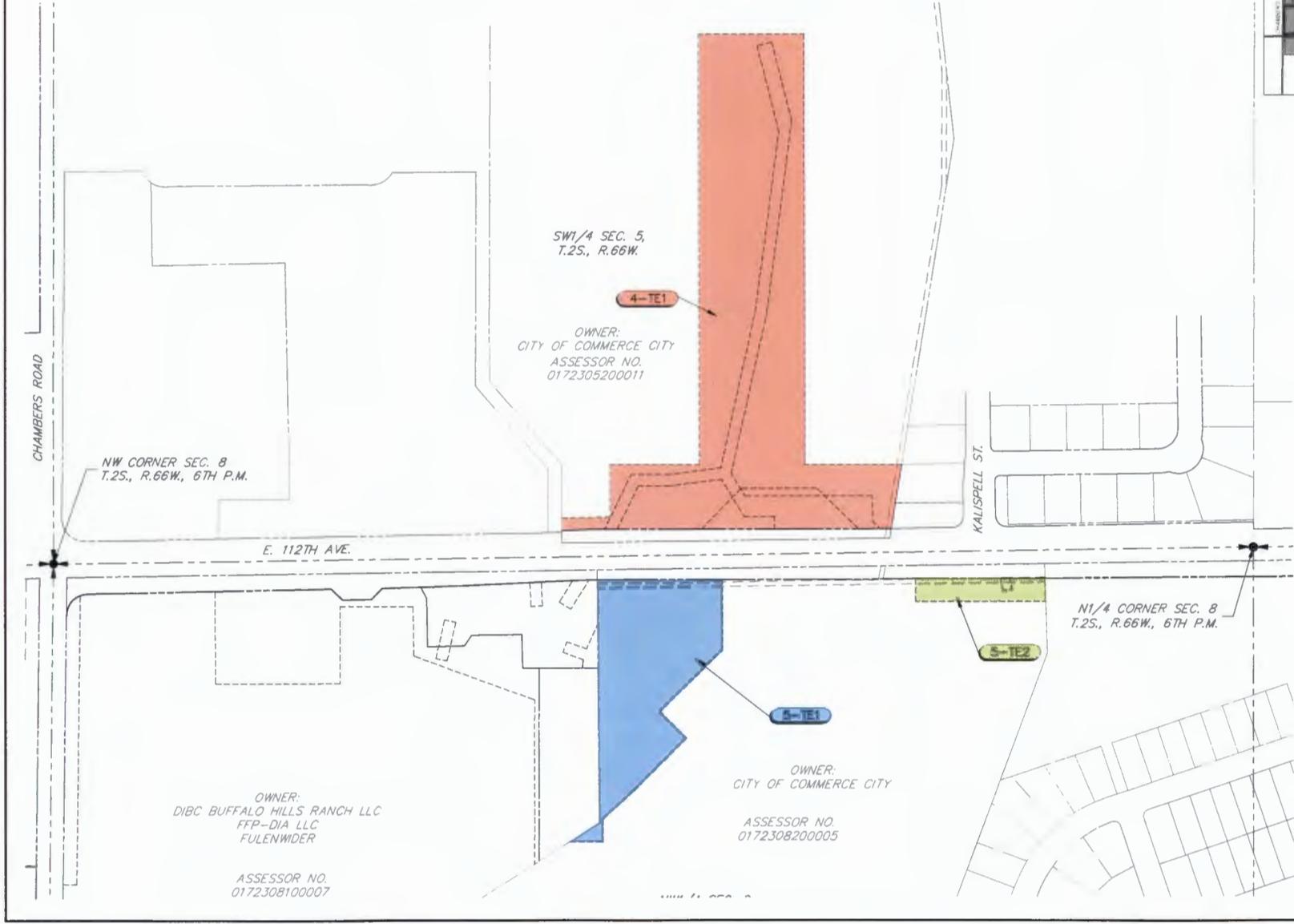
Temporary Construction License – Property Description

112th Avenue Improvements Project

Exhibit E



KEY MAP
SCALE: 1" = 100'



ORIGINAL SCALE: 1" = 100'

CITY TEMPORARY EASEMENTS
112TH AVENUE IMPROVEMENTS
JOB NO. 14421.50
10/7/2019
SHEET 1 OF 1

JR ENGINEERING
A Harsco Company

Central 303-760-0380 • Colorado Springs 760-693-2593
Fort Collins 970-499-9888 • www.jrengineering.com

A:\Projects\112th Avenue Improvements\112th Avenue Improvements.dwg
 10/7/2019 10:00:00 AM
 JRE