



Procurement and Contract Coversheet for Goods and Services

Project/Procurement Description: Development Agreement for Rocky Vista High School

Contract Title (Including Vendor Name): Development Agreement

Department: Community Development

Division: Engineering

Contract Manager/Project Manager/Project Supervisor: Heather Vidlock/Lee Alverson

Solicitation Information:

Solicitation Type: Aggregate all years	Select Solicitation Type	Date Submitted for Approval:	8/6/25
Must have City Attorney approval prior to formal solicitation		Council Approval Required (+\$250k):	☐ Yes ☒ No
Attach applicable selection form: Sole Source; Collaborative Purchasing Documentation, Quotes Documentation; Bid Tab.		Resolution #:	N/A
		Date Approved by City Council:	N/A

Provide justification summary (include number of respondents/bids, quotes, etc.; describe selection criteria if not lowest bidder):

DA to support S25-0002 and PUDP24-0014 for Rocky Vista High School. The project is to create a lot for the construction of 27J School Districts' Rocky Vista High School. The project will include improvements to Landmark/98th Avenue Drive and the intersection of Reunion Parkway and Landmark Drive/98th Avenue, and the intersections of Reunion Parkway and 96th and 97th Avenues as well as a shared use path on Reunion Parkway and 96th Avenue.

Contract/Procurement Approval (obtain after selection of vendor using required solicitation method)

Contractor/ Business Name:	Brighton School District 27J	Contract Term:	N/A
Contract Type:	Development Agreement	Number of Year(s) Renewal Option:	N/A
Selected by 5% local preference:	☐ Yes ☐ No ☒ N/A	Termination Date:	N/A
Dollar Amount (All Years):	N/A	Funding Source: (include account number, if available)	N/A
Is this already approved in the budget:	☐ Yes ☒ No	Is a budget ordinance required?	☐ Yes ☒ No
Vendor Verified with Secretary of State (optional):	☐ Yes ☐ No ☒ N/A	Grant and/or Federal funding (If yes, attach SAMS Report)	☐ Yes ☐ No ☒ N/A
Emergency Procurement (attach approval email)	☐ Yes ☒ No		

Funding Available / Finance Approval:

(Completed before procurement/executed contract
(If dollar amount \$75K or greater)

Email via DocuSign to:
budget@c3gov.com

N/A

Budget Staff Signature

Procurement Approval Required:

(Name/title based on procurement level authority)

**Michael Sutherland, Interim
Director Community
Development**

Signed by:

Michael Sutherland

49A83FA27ECE4B4...

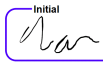
Signature



Procurement and Contract Coversheet
for Goods and Services

Contract Reviewers:

City Engineer:

Initial


Initials/Date

Attorney:

Initial


Initials/Date

**Assistant City
Manager**

DS


Initials/Date

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective this 6 day of August, 2025 ("Effective Date") by and between the CITY OF COMMERCE CITY ("City"), a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado, and ADAMS AND WELD COUNTIES SCHOOL DISTRICT 27J, also known as Brighton School district 27J ("Developer"), a public body corporate and a political subdivision of the State of Colorado, whose principal business address is 88 N. 40th Avenue, Building A, Brighton, Colorado.

WHEREAS, Developer owns certain real property within the City generally located at a part of being in a portion of the Southwest Quarter of Section 16, Township 2 South, Range 66 West of the 6th Principal Meridian, City of Commerce City, County of Adams, State of Colorado, and more specifically described in **Exhibit A**, also known as Rocky Vista High School or SD27J High School #4 ("Property");

WHEREAS, Developer intends to subdivide and/or develop the Property, the effect of which will directly impact and generate the need for on-site and off-site improvements;

WHEREAS, the City has enacted a Land Development Code (the "LDC") that, as a result of the subdivision and/or development, requires certain public improvements to be installed and/or constructed on or adjacent to the Property; and

WHEREAS, Developer acknowledges that the improvements required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this Agreement are reasonable, necessary, and appropriate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

I. IMPROVEMENTS REQUIRED

A. Developer shall provide the improvements or other performance requirements as set forth in **Exhibits B and C** (collectively, the "Improvements") as follows:

1. **Exhibit B**, attached hereto and incorporated herein by this reference, identifies all required infrastructure improvements related to public roadways, rights of way, storm sewer systems, and sidewalks, including multiuse paths (the "Infrastructure Improvements"). Required Infrastructure Improvements shall be detailed in construction plans to be approved by the City.

2. **Exhibit C**, attached hereto and incorporated herein by this reference, identifies all required improvements relating to or concerning landscaping for and along all roadways (including but not limited to principal and minor arterial roadways, major and minor collector roadways) and trails, in open space areas and inclusive of sidewalks and trails outside the right of way, and all associated appurtenances (the "Landscape Improvements"). Required Landscape Improvements shall be detailed in landscape plans to be approved by the City.

3. Exhibits B and C include a description of Improvements, schedules, and the estimated costs of Improvements to be accepted by the City, in a form acceptable to the City. If construction of Infrastructure Improvements and/or installation of Landscape Improvements have not begun within one (1) year of the Effective Date, Developer shall submit to the City not later than ninety (90) days prior to commencement of construction or installation, as applicable, revised Exhibits B and/or C, as appropriate, providing then-current schedules of estimated costs for the applicable Improvements and compliant with all then-current laws, codes, rules, regulations, standards and specifications of the City.

4. Costs provided in Exhibits B and C are provided for surety estimates only and shall not be used to establish or alter construction standards or specifications. The omission of any particular improvement from city approved construction plans or development permits shall neither modify nor alter the obligation to provide the Improvements. Nothing in this Agreement shall be interpreted to alter or amend the City's Construction Standards and Specifications.

B. Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section IV herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section V herein ("Final Acceptance").

C. Construction and landscape plans must be approved by the City prior to commencement of construction of Infrastructure Improvements or installation of Landscape Improvements.

D. If the City or a third party designs and constructs any Improvements, the City or third party shall control the timing, scope, manner of design and construction and Developer shall grant the City or third party any easements, access, and/or rights-of-way necessary to construct such Improvements, at no cost to the City. In such a case, within the later of ninety (90) days of a written demand for payment or at the time of future development, Developer shall reimburse the City or third party for the actual costs of the design and construction of such Improvements, which costs shall be determined at the completion of construction. Nothing in this Agreement shall obligate the City to install or complete any Improvements or to require the City to recover costs of Improvements from any person.

II. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

A. Security for Construction of Infrastructure Improvements.

1. Prior to commencing construction of any of the Infrastructure Improvements, Developer shall provide to the City, or cause to be procured for the City, a payment and performance bond with the City as an additionally covered entity, an irrevocable letter of credit, cash escrow, or assignment of funds payable to the City equal to the estimated cost of the Infrastructure Improvements (the "Infrastructure Security"). A payment and performance bond, cash escrow, assignment of funds, or letter of credit shall be valid until Initial Acceptance of the Infrastructure Improvements. Any bond or letter of credit shall meet the requirements for bonds or letters of credit set forth in subsections III.D.1-2.

2. Upon issuance of the letter of Initial Acceptance described in Section IV.A., the City shall release the Infrastructure Security so long as Developer has complied with the notice of final

settlement process set forth in C.R.S. 38-26-107 and an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.

3. Developer Default.

a. In the event Developer fails to obtain Initial Acceptance within **thirty-six months** from the commencement of construction, subject to extension at the City's sole discretion, the City may retain the Infrastructure Security and apply such funds to completion of the Infrastructure Improvements including administrative costs related to the retention of the Infrastructure Security and completion of construction.

b. The City may, at its sole discretion, refund all or part of the Infrastructure Security not applied to completion of the Infrastructure Improvements.

c. The method and manner in which the City elects to construct or install the Infrastructure Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Infrastructure Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.

B. Security for Installation of Landscape Improvements.

1. In the event Developer is unable to complete all Landscape Improvements prior to Initial Acceptance of the Infrastructure Improvements due to periods of adverse weather or similar reasons approved by the City, Developer shall provide to the City an irrevocable letter of credit or a performance surety bond payable to the City equal to one hundred fifty percent (150%) of the estimated cost of the uncompleted Landscape Improvements (the "Landscape Security"). Any irrevocable letter of credit or performance surety bond provided by Developer shall be valid until Initial Acceptance. Any bond or letter of credit shall meet the requirements set forth in subsections III.D.1-2.

2. Except as provided in subsection II.B.4. herein, the City shall release the Landscape Security only upon completion and City acceptance of all Landscape Improvements so long as an acceptable warranty performance guarantee as provided in Section III has been executed and delivered to the City.

3. If delayed as provided for in subsection II.B.1. herein, Developer shall complete the Landscape Improvements not later than eight (8) months from the date of written request by the City.

4. Developer Default

a. In the event Developer fails to complete the Landscape Improvements within eight (8) months from the date of the City's written request, the City may retain the Landscape Security and apply such funds to completion of the Landscape Improvements.

b. The City may, at its sole discretion, refund all or part of the Landscape Security not applied to completion of the Landscape Improvements.

c. The method and manner in which the City elects to install the Landscape Improvements shall be at the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the Landscape Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this Agreement.

5. Regardless of the provisions of this Section II.B., the City shall not be responsible for maintaining the Landscape Improvements within the right-of-way of any arterial or collector roadways. The City shall maintain medians within principal and minor arterials to the extent landscaping has been installed by the City. Individual lot owners shall be required to maintain tree lawn areas as approved and installed along local roadways.

C. Bonds, Cash Escrow, Assignment of Funds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds and letters or credit, and any other security required by this Section II, to the Department of Finance of the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

III. WARRANTY

A. Developer hereby warrants all Improvements shall be free from defects, including; but not limited to, defects of materials, workmanship, and design and that the Improvements shall otherwise fully comply with all applicable City standards and specifications in effect on the date of this Agreement.

B. Prior to Initial Acceptance of the Infrastructure Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifteen percent (15%) of the total estimated cost of the Infrastructure Improvements (the "Infrastructure Warranty").

C. Prior to Initial Acceptance of the Landscape Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to fifty percent (50%) of the total cost of Landscape Improvements to include all vegetative materials, irrigation, and recreation facilities (the "Landscape Warranty"). Developer shall execute the Landscape Warranty as herein provided without regard to which party completed the Landscape Improvements.

D. The Infrastructure Warranty and the Landscape Warranty (together, the "Warranties") shall each be in the form of an irrevocable letter of credit, warranty bond, assignment of funds or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the Initial Acceptance (the "Warranty Period").

1. Any entity issuing a bond shall be issued by an entity that has at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm, and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.

2. Payment and performance bonds, letters of credit, cash escrows, and assignments of funds shall be in a form acceptable to the City and shall be drawn on a local Colorado institution acceptable to the City.

E. In the event any substantial repair or replacement is required for any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City may elect one or more of the following:

1. Extend the Warranty Period for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty; or
2. Call the appropriate Warranties and secure repair or replacement of the non-conforming Improvements.

F. Bonds, Cash Escrows, Assignment of Funds and Letters of Credit. The Developer shall provide, or cause to be provided, all bonds, cash escrows, assignment of funds, and letters or credit, and any other security required by this Section III, to the Department of Finance of the City of Commerce City with a notice to the City Engineer evidencing compliance with this provision.

IV. INITIAL ACCEPTANCE

A. Initial Acceptance of Infrastructure Improvements.

1. In order to obtain Initial Acceptance of Infrastructure Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Infrastructure Improvements and one (1) copy of record drawings.

2. Within ten (10) business days of receipt of a request for Initial Acceptance, the City shall review the record drawings and shall either approve the drawings or return the drawings to the Developer with comments.

a. In the event the record drawings are returned to Developer with comments, Developer shall submit to the City the record drawings revised in accord with the City's comments.

b. Once the record drawings are approved, Developer shall submit to the City "certified record" drawings on Mylar and electronic AutoCAD files.

3. Within ten (10) business days of receipt of a request for Initial Acceptance of Infrastructure Improvements, the City shall inspect the Infrastructure Improvements.

a. During or subsequent to inspection of the Infrastructure Improvements, the City shall generate a written "punch list" of items requiring correction, repair, and/or replacement in compliance with all applicable ordinances and standards of the City.

b. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date the punch list is provided, the City shall not grant Initial Acceptance, but shall instead conduct a subsequent inspection of the Infrastructure Improvements and generate a new written punch list. This process shall continue until all punch list items have been corrected, repaired, and/or replaced to the satisfaction of the City.

c. In no event shall the City grant Initial Acceptance of Infrastructure Improvements until after Developer has corrected, repaired, and/or replaced the punch list items to the City's satisfaction.

4. Upon a finding of satisfactory completion of the Infrastructure Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Infrastructure Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Infrastructure Improvements as identified in Section III.D.

5. Building permits, as applicable, may be issued prior to Initial Acceptance for the phase for which the Infrastructure Security has issued provided that all required fire hydrants and, water for fire suppression, roadway, curb, and gutter have been constructed according to City specifications and paved emergency access to the site are satisfactory as determined by the City.

B. Initial Acceptance of Landscape Improvements.

1. In order to obtain Initial Acceptance of Landscape Improvements for a phase or an entire project, Developer shall submit to the City a written request for Initial Acceptance of Landscape Improvements.

2. The City shall inspect the Landscape Improvements within a reasonable time after receipt of a request for Initial Acceptance.

a. During or subsequent to such inspection, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City.

i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Landscape Improvements and generate a new written punch list unless all punch list items have been corrected, repaired, and/or replaced to the satisfaction of the City.

ii. This process shall continue until all punch list items have been corrected, repaired, and/or replaced to the satisfaction of the City, at which time, the City shall proceed with Initial Acceptance as set forth herein.

b. Failure to correct, repair, and/or replace the punch list items as provided herein shall constitute cause to deny any request for Initial Acceptance, and in no event shall the City grant Initial Acceptance until after Developer has corrected, repaired, and/or replaced the punch list items to the City's satisfaction.

3. Upon a finding of satisfactory completion of the Landscape Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Landscape Warranty, the City shall grant Initial Acceptance of the Landscape Improvements via certified letter to Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Landscape Improvements as provided in Section III.D.

V. FINAL ACCEPTANCE

A. Timing for Final Acceptance.

1. Developer shall obtain Final Acceptance of the Infrastructure Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.
2. Developer shall obtain Final Acceptance of the Landscape Improvements, as provided herein, prior to the expiration of the applicable Warranty Period.
- B. Procedure for Final Acceptance. Not earlier than sixty (60) days or later than forty-five (45) days prior to the date of expiration of a Warranty Period, Developer shall submit a written request for Final Acceptance of the Improvements.
 1. Within a reasonable time after Developer's request for Final Acceptance, the City shall conduct a final inspection of the appropriate Improvements (either Landscape or Infrastructure) or authorized phase thereof.
 - a. During or subsequent to such inspection, the City shall generate a written "punch list" of items requiring correction, repair, and/or replacement in compliance with all applicable ordinances and standards of the City. Failure to correct, repair, and/or replace the punch list items as provided herein shall constitute cause to deny any request for Final Acceptance.
 - i. Not less than thirty (30) days after the date the punch list is provided to Developer, unless Developer authorizes an earlier inspection, the City shall conduct a re-inspection of the Improvements and generate a new written punch list unless all punch list items have been corrected, repaired, and/or replaced to the satisfaction of the City.
 - ii. This process shall continue until all punch list items have been corrected, repaired, and/or replaced to the satisfaction of the City, at which time, the City shall proceed with Final Acceptance as set forth herein.
 - b. If the subdivision and/or development of the Property involves a land dedication to the City for a future park or school site, floodplain, or open space (the "Dedicated Area(s)"), the City shall inspect such Dedicated Area(s). In the event any damage or dumping has occurred in, on, or to any Dedicated Area, Developer shall be responsible for the restoration thereof. Despite the issuance of a Letter of Final Acceptance pursuant to this Section V, if any, the City shall not release the Infrastructure or Landscape Warranty unless Developer has restored the Dedicated Area(s) to the City's satisfaction. Nothing herein shall be construed or deemed as requiring the City to release the Infrastructure or Landscape Warranty prior to Final Acceptance of the Infrastructure Landscape Improvements.
2. Developer shall certify to the City that all persons and entities having provided labor and/or services in the construction and/or installation of the Improvements for which Final Acceptance is being sought have been fully paid subject to such exceptions as may be disclosed to the City and that are acceptable to the City.
3. If the Improvements subject to the inspection request fully conform to this Agreement and the City's applicable standards and specifications, and all corrections, repairs, and/or replacements have been made to bring the Improvements into conformance, the City shall issue a Letter of Completion and Final Acceptance to Developer, via certified mail.

4. Subject to the provisions of subsection 1.b. of this Section V.B., The City shall release the Warranty only after Final Acceptance of the Improvements related thereto.

C. In the event Developer does not request Final Acceptance of Improvements forty-five (45) days prior to the expiration of the Warranty Period related thereto, or as extended by the City, the City shall have the right at any time thereafter to conduct a final inspection of the Improvements.

D. If, pursuant to a final inspection requested by the Developer or initiated by the City, including inspection of Dedicated Area(s), any Improvements or Dedicated Area(s) are found not to conform to the requirements of this Agreement or applicable City standards and specifications, the City may exercise any and all rights set forth in this Agreement.

E. Developer's failure to obtain Final Acceptance of Improvements prior to expiration of the Warranty Period related thereto shall constitute a Default under this Agreement, and the City may exercise its rights to secure performance as provided in Section XV.

F. Nothing herein shall be construed or deemed as requiring the City to finally accept or release from Warranty any Improvements that are defective or damaged.

VI. PHASING

Phasing of the Improvements, if applicable, shall be permitted subject to the terms and conditions of this Agreement and as described and depicted in **Exhibit D**. Developer, at its discretion, may modify the sequence of phase construction if approved by both the Director of Community Development and the Director of Public Works.

VII. DEVELOPMENT STANDARDS AND PROCEDURES

A. Engineering and Landscaping Services. Developer shall procure at its sole expense all professional services, including all engineering, surveying, and landscaping services, necessary and appropriate for development of the Property, which services shall fully conform to the City's applicable ordinances, standards and specifications.

1. All professional services shall be performed by engineers, surveyors, architects, or other professionals duly licensed, accredited and/or certified in accordance with applicable state and local law.

2. Landscaping services shall be performed by persons trained in landscape architecture or horticultural design.

B. Plan Review. All applicable plans must be reviewed and approved by the City prior to construction or installation. No construction or installation of Improvements shall occur without prior plan approval.

C. Right-of-Way Permits. Prior to commencing construction of the Improvements, Developer shall obtain all applicable permits required under Chapter 10 of the Commerce City Revised Municipal Code (the "CCRMC"), pay all fees related thereto, and pay any applicable City use taxes.

D. Testing. Developer shall employ at its sole expense a professional, qualified, and independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish to the City certified copies of test results and shall release and authorize full access to the City and its designated representatives all work-up materials, procedures, and documents used in preparing test results.

E. Inspection. During construction or installation of the Improvements and until Final Acceptance thereof, Developer shall request all inspections of the Improvements and coordinate with the City. If the required inspections are not conducted, the City shall have the right to require Developer to remove and replace the Improvements. Developer shall reasonably cooperate with and assist the City with gaining access to the areas designated for inspection. Developer shall also notify the City upon discovery of any non-conformance with the approved plans, standards and specifications for the Improvements. Inspection and acceptance by the City of any Improvements shall not relieve Developer of any responsibilities under this Agreement.

F. Erosion Control. All work associated with the installation or construction of Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.

1. Developer shall, at its own expense, keep the on-site location, and adjacent streets and rights-of-way used as construction routes clean of mud, rocks, and debris at all times during construction.

2. Within twenty-four (24) hours of verbal notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.

3. If Developer fails to respond within twenty-four (24) hours, the City is unable to contact Developer after reasonable effort, or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear or clean-up the affected streets and rights-of-way and invoice Developer for all costs incurred by the City, including administrative costs, for which Developer shall be liable for payment within 30 days of the invoice being issued by the City.

G. Damage to Public Infrastructure. If the Developer or any agent or representative thereof causes damage to any public infrastructure (including without limitation, any surface pavers, flagstones, or other stone or concrete surfaces, planters, street and decorative lights, or canopies) such damage shall be promptly repaired with the same kind, quality, color, serviceability, and material composition aspects as was possessed by the infrastructure prior to damage, unless otherwise expressly agreed to by the City in writing.

VIII. INTENTIONALLY OMITTED

IX. CONTRACTORS AND SUPPLIERS – LICENSING; PAYMENT

Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed as required by state and local law before any work on the Improvements is commenced.

X. NON-LIABILITY

Developer acknowledges that the City's review and approval of plans for the development of the Property are done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to, Developer or third parties is assumed by such review approval or immunity waived as is more specifically set forth in Colorado Governmental Immunity Act, C.R.S. § 24-10-106.5.

XI. INDEMNIFICATION

Intentionally deleted per C.R.S § 22-1-135.

XII. INSURANCE

A. Coverages. Prior to beginning any work whatsoever under this Agreement including preparatory work such as surveying, staking or clearing the Property, Developer shall, at no cost to the City, procure or cause to be procured the following coverages and maintain such coverages until all Improvements have been finally accepted:

1. Commercial General or Business Liability coverage insuring against liability for personal injury, bodily injury or death arising out of the performance of Developer's obligations under this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
2. Products/Completed Operations coverage insuring against any liability for bodily injury or property damage caused by the completed Improvements with a combined single limit of at least One Million Dollars (\$1,000,000.00).
3. Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in connection with the performance of Developer's obligations under this Agreement.
4. Workers' Compensation insurance as required by the State of Colorado.
5. For the coverages required in subsections XII.A.1-3, Developer shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than One Million Dollars (\$1,000,000.00). In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to the C.R.S. § 24-10-114, as may be amended.

B. Self-Insurance. Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City in its sole discretion.

C. Requirements. Developer shall at a minimum procure and maintain, or cause to be procured and maintained, the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer

pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Certificates of Insurance and Endorsements.

1. One or more Certificates of Insurance (“Certificates”) shall be completed by Developer’s insurer as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, which Certificates shall be provided to the City for review and approval prior to commencement of any work under this Agreement.
2. Each Certificate required herein, except Workers’ compensation coverage, shall name the City and its officers and employees as additional insureds.
3. Completed Certificates shall be sent to:

Risk Manager
City of Commerce City Human Resources Department
7887 E. 60th Ave.
Commerce City, CO 80022

City Engineer
City of Commerce City Public Works Department
8602 Rosemary Street
Commerce City, CO 80022

4. The City shall review the Certificates and endorsements as soon as practical, typically within ten (10) working days of receipt. The Certificates shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
5. In the event the period of coverage for any insurance required herein expires prior to the conclusion of Developer’s obligations hereunder, Developer shall, not less than thirty (30) days prior to the expiration of any such insurance coverage, provide the City with a new certificate of insurance and endorsements evidencing new or continuing coverage in accordance with the requirements of this Agreement.

E. Failure to Obtain Insurance Constitutes Breach. Developer’s failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a breach of this Agreement and, if said breach is not cured within ten (10) days of written notice by the City to Developer, the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City, regardless of the source or location of such funds.

F. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary

to allow the City access to any and all insurance policies and endorsements pertaining to this Agreement.

G. Subcontracts. Developer shall include the insurance requirements set forth in this Agreement in all contracts and subcontracts entered into for the construction or installation of the Improvements. Developer shall be responsible for the failure of any such contractor or subcontractor to procure and maintain insurance meeting the requirements set forth in this Agreement. The City reserves the right to approve variations in the insurance requirements applicable to such contractors or subcontractors upon joint written request of the contractor or subcontractor and Developer if, in the City's discretion, such variations do not substantially affect the City's interests.

XIII. DEVELOPMENT FEES AND CHARGES

Development fees and charges shall be assessed pursuant to Article IX of the Land Development Code, as may be amended. The fees associated with the Property are as follows:

A. Road Impact Fee.

XIV. RECORDATION – COVENANT RUNNING WITH THE LAND; BINDING EFFECT

A. Recording. Upon execution hereof, Developer shall, at its sole cost and expense, cause this Agreement to be recorded in the real estate records of the Clerk and Recorder for Adams County, Colorado. The City, at its sole option, also may cause the Agreement to be recorded.

B. Binding Effect.

1. 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, and shall be deemed and constitute a covenant running with the land.

2. Developer and any successor or assign of this Agreement, in whole or in part, shall be jointly and severally liable for the performance and obligations of such portion of the Agreement succeeded to or assigned unless otherwise consented to in writing by the City and executed in the same manner as this Agreement.

3. This Agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled.

C. Assignment.

1. No Improvements, as defined herein, nor any obligations or responsibilities of the Developer associated therewith, shall be assigned, transferred, or conveyed to a Residential Metropolitan District, either directly or indirectly, unless the specified Improvements are expressly identified and included in an existing and previously approved metropolitan district service plan. For the purposes of this Agreement, a "Residential Metropolitan District" is defined as a metropolitan district formed pursuant to the Special District Act in which ten percent or more of the property in the Metro District area is developed or is expected to be developed for residential purposes.

2. In the event Developer assigns any obligations of this Agreement, in whole or in part, the Developer shall provide notice of the assignment to the City, including a fully executed copy of the assignment, within thirty (30) days of the execution of any assignment or assignment agreement.

XV. DEFAULT – REMEDIES

A. In the event Developer should fail to timely comply with any of the terms, conditions, covenants, and undertakings hereof (a “Default”) and the Default is not cured and brought into compliance within thirty (30) days of written Notice to Developer by the City (“Notice of Default”), except as provided in Section V herein, unless the City in writing designates a longer cure period reasonably requested by Developer, the City may call for payment of the applicable Warranty.

B. The Notice of Default shall specify the conditions of Default. During the cure period the City may withhold building permits, Certificates of Occupancy, or provision of new utilities fixtures or services.

C. Nothing hereunder shall be construed to limit the City, in the event of a Default or other breach of this Agreement, from pursuing any other remedy at law or in equity that may be appropriate under the Home Rule Charter of the City of Commerce City, the Commerce City Revised Municipal Code, applicable law and the legal standards of the State of Colorado or United States before any court of competent jurisdiction. Such remedies shall be cumulative.

D. In the event of a Default or other breach of this Agreement, the party in Default or breach shall be liable for payment to the non-defaulting/non-breaching party of all costs and reasonable attorney fees incurred by the non-defaulting/non-breaching party as a result of the Default or breach.

E. Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the Developer or the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to the other party for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement, whether arising in contract, tort, or otherwise, even if the other party has been informed of the possibility thereof, including without limitation a claim for impairment of bonding capacity.

F. To the extent any damages arising under this Agreement may be covered by insurance, the Developer agrees to waive all rights of subrogation against the City, its agents, associated and affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from any acts or omissions of the City.

G. Any assignment, transfer, or conveyance of Improvements, or the obligations or responsibilities associated therewith, to a Residential Metropolitan District, as prohibited herein, shall be deemed null and void. In the event a court of competent jurisdiction were to set aside the prohibition on assignment, transfer, of conveyance of said Improvements as set forth herein, or

any of the obligations or responsibilities associated therewith, then upon such a ruling, the actual and current costs of the assigned, transferred, or conveyed Improvements, plus a twenty percent (20%) administrative fee, shall become immediately due and payable to the City. Nothing herein shall constitute a waiver of any other remedy identified herein and the City is authorized to call for payment upon any related surety.

XVI. NOTICE

Any notice that may be given under this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

DEVELOPER:

School District 27J
Bond Director: Benjamin Dahlman
88 North 40th Avenue
Brighton, CO 80601

CITY:

Director, Dept. of Public Works
City of Commerce City
8602 Rosemary Street
Commerce City, CO 80022
(303) 289-8156

With copies to:

Director, Dept. of Community Development
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

Director, Dept. of Parks, Recreation & Golf
City of Commerce City
6060 E. Parkway Drive
Commerce City, CO 80022

City Attorney's Office
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

XVII. MISCELLANEOUS PROVISIONS

- A. Incorporation by Reference. The recitals to this Agreement and the attached Exhibits are incorporated into this Agreement by reference.
- B. Title and Authority. Developer warrants to the City that it is (i) the record owner of the Property; (ii) authorized to execute this Agreement pursuant to a valid ground or similar lease; or (iii) acting in accordance with the currently valid and unrevoked power of attorney of the record owner attached hereto. Each individual executing this Agreement covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.
- C. Compliance with Applicable Law. Developer hereby covenants and agrees that it shall comply with all applicable federal, state and local laws, ordinances and regulations.
- D. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 17th Judicial District in Adams County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado.
- E. Governmental Immunity Act. No term or condition of this Agreement shall 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.* for both the City and the Developer.
- F. No Waiver. The failure of a party to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by the other party, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- G. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Developer, and nothing contained in this Agreement shall give or allow any such claim to right of action by any other third person on such Agreement. It is the expressed intention of the City and the Developer that no person other than the City or Developer receiving services or benefits under this Agreement shall be deemed a beneficiary hereof.
- H. No Partnership or Agency – Independent Contractor Relationship. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by a written agreement that is properly executed by the parties.
- J. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and, taken together will constitute one and the

same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology, or other similar electronic means.

K. Severability. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

L. Acknowledgement of Open Records Act – Public Document. Developer hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* (the “Act”), and as such, this Agreement and any exhibits or attachments hereto, and any documents or reports produced pursuant to this Agreement, are subject to public disclosure under the Act.

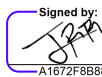
M. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Developer 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. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

N. Consent to Electronic Signatures and Electronic Records. The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

O. Availability of Funds. Notwithstanding anything herein to the contrary, this Agreement and the obligations of the Developer hereunder are subject to and contingent upon funds being budgeted and appropriated for such purpose prior to the beginning of each applicable fiscal year of the Developer. If Developer is unable or unwilling for its own convenience to appropriate funds for any payment or obligation required pursuant to this Agreement, or if such appropriations are insufficient during the term, Developer may, at its sole option, terminate this Agreement and be released from any further obligations hereunder upon giving written notice to the City of termination due to non-appropriation.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this DEVELOPMENT AGREEMENT, the parties have executed this DEVELOPMENT AGREEMENT as of the date first written above.

CITY OF COMMERCE CITY

Signed by:

A1672F8B883F4CD...

Jason R. Rogers, City Manager



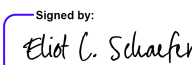
ATTEST:

Signed by:

F7981326FAD64AD...

Kim Garland, Deputy City

Clerk Approved as to form:

Signed by:

F3726E120B3CA31...

Eliot C. Schaefer, Senior Assistant City Attorney

Recommended for approval:

Signed by:

49A83FA27ECE4B4...

Michael Sutherland, Interim Director
of Community Development

DocuSigned by:

F928F83E80ED46F...

Jenna Hahn, Director
Department of Public Works

Signed by:

C0B0BF28010F47E...

Michael McGoldrick, City Engineer
Department of Public Works



Signature [signature must be notarized]

Benjamin J. Dahlman Bond Director
27J Schools

Printed Name & Title

STATE OF Colorado)

)ss

COUNTY OF adams)

The foregoing instrument was signed before me this 6th day of August, 2025
by Benjamin J. Dahlman (Name of Authorized Signer),
(Title) of Bond Director, 27J Schools (Developer).

WITNESS my hand and official seal.

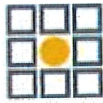
My commission expires 2-21-2026.

Lynn Ann K. Sheats
Notary Public

LYNN ANN K SHEATS
Notary Public
State of Colorado
Notary ID # 19944001801
My Commission Expires 02-21-2026

EXHIBIT A

Property Legal Description


MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 100203.00

File: Y:\Survey\100203.00-SD27J HS Site #4\Office Data\DWGS\Exhibits & Property Descriptions

Date: May 15, 2024

PROPERTY DESCRIPTION

Lot Line Boundary

A portion of two parcels of land described in Special Warranty Deed recorded January 30, 2007 at Reception No. 2007000010714 and in Special Warranty Deed recorded April 18, 2023 at Reception No. 2023000021083, both in the Adams County Clerk and Recorder's Office, being in a portion of the Southwest Quarter of Section 16, Township 2 South, Range 66 West of the 6th Principal Meridian, City of Commerce City, County of Adams, State of Colorado being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 16, whence the Southwest Corner of said Section 16 bears S89°59'31"W a distance of 2626.22 feet;

THENCE N44°47'22"W a distance of 84.53 feet to a point on the southerly line of that parcel of land as described in said Special Warranty Deed recorded at Reception No. 2023000021083, also being the northerly right-of-way of East 96th Avenue as described in General Warranty Deed recorded September 18, 2013 at Reception No. 2013000081549 in the Adams County Clerk and Recorder's Office;

THENCE S89°59'31"W along said southerly line of that parcel of land as described in said Special Warranty Deed recorded at Reception No. 2023000021083 and said northerly right-of-way of East 96th Avenue a distance of 209.00 feet to the **POINT OF BEGINNING**;

THENCE along the southerly lines of that parcel of land as described in said Special Warranty Deed at Reception No. 2023000021083 and said northerly right-of-way of East 96th Avenue the following two (2) courses:

1. continuing S89°59'31"W tangent with the following described curve a distance of 984.97 feet;
2. **THENCE** along the arc of a curve to the right, having a central angle of 90°19'40", a radius of 20.00 feet, a chord bearing N44°50'39"W a distance of 28.37 feet, and an arc distance of 31.53 feet;

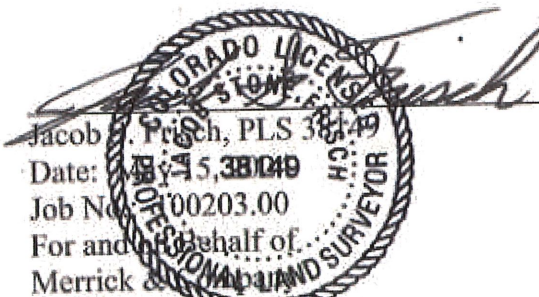
James E. Stone
James E. Stone
Colorado License
Professional Land Surveyor
No. 38149
Date: May 15, 2024
Job No.: 100203.00
Merrick & Company



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

THENCE N00°19'11"E tangent with the previous described curve a distance of 254.01 feet;
THENCE N89°40'49"W a distance of 175.70 feet;
THENCE N00°19'11"E a distance of 286.15 feet;
THENCE N89°40'49"W a distance of 293.55 feet;
THENCE N00°19'11"E a distance of 349.89 feet;
THENCE N19°47'00"E a distance of 414.66 feet;
THENCE N60°06'40"E non-tangent with the following described curve a distance of 398.55 feet;
THENCE along the arc of a curve to the left, having a central angle of 27°37'51", a radius of 1080.00 feet, a chord bearing S75°51'56"E a distance of 515.80 feet, and an arc distance of 520.83 feet;
THENCE S89°40'51"E tangent with the previous described curve a distance of 719.72 feet;
THENCE S00°19'09"W along a line being 40.00 feet westerly of and parallel with the easterly line of said Southwest Quarter of Section 16, non-tangent with the following described curve a distance of 703.03 feet;
THENCE along the easterly line of that parcel of land described in said Special Warranty Deed at Reception No. 2023000021083 and the westerly right-of-way of Reunion Parkway as described in Special Warranty Deed recorded April 6, 2007 at Reception No. 2007000034813 in the Adams County Clerk and Recorder's Office, along the arc of a curve to the left, having a central angle of 65°16'27", a radius of 47.50 feet, a chord bearing S00°19'09"W a distance of 51.24 feet, and an arc distance of 54.11 feet;
THENCE S00°19'09"W non-tangent with the previous described curve, along a line being 40.00 feet westerly of and parallel with the easterly line of said Southwest Quarter of Section 16 a distance of 567.18 feet;
THENCE S89°59'31"W along a line being 110.00 feet northerly of and parallel with the southerly line of said Southwest Quarter of Section 16 a distance of 121.21 feet;
THENCE S71°33'54"W a distance of 15.82 feet;
THENCE S89°59'31"W along a line being 105.00 feet northerly of and parallel with the southerly line of said Southwest Quarter of Section 16 a distance of 92.95 feet;
THENCE S00°00'29"E a distance of 45.00 feet to the **POINT OF BEGINNING**.

Containing 48.435 Acres, more or less.


Jacob J. Frisch, PLS 38149
Date: May 15, 2019
Job No: 100203.00
For and on behalf of
Merrick & Company

Jacob Frisch, 38149, No 38149
 Date May 31, 2024
 Job No. 100203.05
 Form 800-100-1000
 Merrick, NY
 11764

SPECIAL WARRANTY
DEED RECORDED
1/30/2007
RECEPTION
#2007000010714

$\Delta = 27^{\circ} 37' 51''$
 $R = 1080.00'$
 $CB = S75^{\circ} 51' 56'' E$
 $LC = 515.80'$
 $L = 520.83'$

S89°40'51"E 719.72'

EASTERLY LINE OF
SOUTHWEST 1/4
OF SECTION 16 32.00'

SOUTHWEST 1/4
OF SECTION 16,
T2S, R66W

SPECIAL WARRANTY DEED
RECORDED 4/18/2023
RECEPTION #2023000021083

EASTERLY LINE OF
RECEPTION #2023000021083
WESTERLY LINE OF
RECEPTION #2007000034813

AREA=48.435 ACRES ±

$\Delta = 65^{\circ}16'27''$
 $R = 47.50'$
 $CB = S00^{\circ}19'09''W$
 $LC = 51.24'$
 $L = 54.11'$

REUNION PARKWAY (R.O.W. VARIES)

400°19'09"E 266°32'

S89°59'31"W 121.21'
S71°33'54"W 15.82'
S89°59'31"W 92.95'
S00°00'29"E 45.00'
POINT OF BEGINNING

UTHERLY LINE OF
CEPTION #2023000021083
UTHERLY LINE OF
CEPTION #2013000081549
r59°31'W 984.97'

E 96TH AVE.
(R.O.W. VARIES)

POINT OF COMMENCEMENT

SOUTH 1/4 CORNER OF SECTION 16, T2S, R66W
FOUND #6 REBAR WITH 3-1/4" DIAMETER
ALUMINUM CAP "CNC CONSULTING GROUP
MOLLENHAUER 2016 PLS 37890", 0.5' BELOW
THE ASPHALT SURFACE IN A MONUMENT BOX

SOUTHWEST CORNER OF SECTION 16, T2S, R66W
FOUND #5 REBAR WITH 3-1/4" DIAMETER
ALUMINUM CAP, STAMPED "CWC CONSULTING
GROUP MOLLENHAUER 2016 PLS 37890".
FLUSH WITH THE GROUND SURFACE

589°59'31"W | 2626.22'

BASIS OF BEARINGS:

-SOUTHERLY LINE OF
SOUTHWEST 1/4 OF
SECTION 16

NOTE
This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

LOT LINE BOUNDARY
HIGH SCHOOL #4

TITLE: SOUTHWEST 1/4 SECTION 16, T2S, R66W
6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

REVISION:	DRAWING NO.
-----------	-------------

SHEET NO.

3 OF 3

**MERRICK®**

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

EXHIBIT B

Improvements and schedule of estimated costs for all public roadways, storm sewer systems, and sidewalks to be accepted and maintained by Commerce City as shown on the approved development infrastructure permit (DIP25-00001) dated May 28, 2025

Construct and install the following;

Landmark Drive

- Landmark Drive shall be completed by Developer with the south one-half funded by Developer and the north half funded by City of Commerce City as a Major Collector from Reunion Parkway to the westernmost property boundary. JVA to design the vertical profile and horizontal layout. City of Commerce City to design final road and bridge design.
- 12-foot shared used path shall be constructed on the southern frontage of Landmark Drive/98th Avenue.

At the Intersection of Reunion Parkway and Landmark Drive/98th Avenue (New Landmark Drive Extension):

- One striped northbound left turn lane with taper and storage.
- One striped through lane, each direction.
- One striped eastbound left-turn/through and one eastbound right turn lane with taper and storage.
- One striped southbound right turn lane with taper and storage.
 - Existing inlet at the intersection will need to be removed and replaced.
- Curb ramps, with detectable warnings, crossing the south and west legs of the intersection,

Reunion Parkway

- A 12-foot shared used path along the western frontage of Reunion Parkway.
- Street lighting along the frontage to provide approximately 600 feet of spacing, considering the existing spacing on the east side of Reunion Parkway.
- Rights-of-way dedication accommodating the necessary improvements to 1-foot beyond the shared use path.
 - Additional Rights-of-Way dedication will be required to accommodate the design of the pedestrian underpass for 96th Avenue.
- Existing on-street parking along the eastern frontage (along the east side of Reunion Parkway) needs to be preserved where the roadway abuts residential dwellings.
- Curb, gutter, and Pavement widening along the frontage of Reunion Parkway as necessary to accommodate the widening of the intersection of Reunion Parkway & 96th Avenue.

At the Intersection of Reunion Pkwy and 96th Avenue (Existing Signalized Intersection):

- Two striped left-turn lanes with taper and storage.

- One striped through lane, each direction.
- One striped right-turn lane with taper and storage.
- Modifications to the existing curb ramp to accommodate the 12-foot shared use path along the frontage of 96th avenue.
- Modifications to the existing curb ramp on the northwest corner of the intersection to accommodate the shared use path along the frontages of 96th Avenue and Reunion Parkway.

At the Intersection of Reunion Pkwy and 97th Avenue (Proposed School Access):

- Continuous striped southbound right-turn lane to intersection with taper and storage
- One striped through lane, each direction.
- One northbound striped left-turn lane with taper and storage and one through/right-turn lane.
- Existing on-street parking along the eastern frontage (along the east side of Reunion Parkway) needs to be preserved where the roadway abuts residential dwellings.
- 24-foot access to create the west leg of the intersection.
- Streetlight at the northwest corner of the intersection.
- Removal of existing traffic calming circle at the intersection of Reunion Pkwy & 97th Avenue with full depth pavement established, to provide a four-way intersection.
 - Will require mill and overlay from flow line to flow line a minimum of 15' beyond the limits of disturbance.
 - Existing utility infrastructure needs to be relocated per SACWSD Standards.
- Curb ramps, with detectable warnings, crossing the south and west legs of the intersection.
 - Intersection should be evaluated for a flashing pedestrian beacon.

96th Avenue

- 12-foot shared use path along the northern frontage of 96th Avenue.

Engineer's Estimate of Probable Costs

Exhibit B

Date: 3/20/25

Subdivision Name: Rocky Vista High School
Case File No.: S25-0002

Summary of Public Infrastructure Costs

Landmark Drive	\$	1,622,526
Reunion Pkwy	\$	2,749,007
96th Ave.	\$	226,670
TOTAL	\$	4,598,204

Engineer's Estimate of Probable Costs

Exhibit B

Date: 3/20/25

Subdivision Name: Reunion Pkwy

Case File No.: S25-0002

Public Infrastructure Costs

ITEM NO.	CDOT ITEM NO.	Description	Unit	Quantity	Base Cost	Extended Cost
1		Paving Demo	ls	1	\$ 128,364	\$ 128,364
2		Light Pole Drilling/Bases	ea	7	\$ 1,218	\$ 8,526
3						
4		Paving/Grading Mobilization	ea	2	\$ 8,818	\$ 17,636
5		Grading/Compaction/Scarification	sy	5,710	\$ 4	\$ 20,271
6		Class 6 Aggregate Base Course - 10" Heavy Duty	sy	5,710	\$ 15	\$ 86,221
7		Hot Mix Asphalt - 5.5" Heavy Duty	sy	5,710	\$ 33	\$ 189,287
8		Asphalt Patches for Utilities	sy	1,706	\$ 14	\$ 24,396
9		Manhole Adjustment	ea	10	\$ 785	\$ 7,850
10		Valve Box Adjustment	ea	20	\$ 500	\$ 10,000
11		Traffic Control	ea	12	\$ 1,260	\$ 15,120
12						\$ -
13		Concrete Material - 5000 PSI	cy	460	\$ 194	\$ 89,240
14		Concrete Additives - Fibers	cy	460	\$ 9	\$ 4,140
15		Concrete Sidewalk Paving - 6"	sf	17,435	\$ 3	\$ 56,664
16		Concrete ADA Ramps	ea	6	\$ 630	\$ 3,780
17		ADA Ramp Pavers	lf	54	\$ 92	\$ 4,990
18		Vertical Curb - 6"	lf	88	\$ 14	\$ 1,216
19		Curb & Gutter	lf	1,618	\$ 16	\$ 25,500
20		Crossspan	sf	301	\$ 10	\$ 2,935
21		Striping	ls	1	\$ 37,480	\$ 37,480
22		Signage	ea	5	\$ 425	\$ 2,125
23						
24		Light Poles	ls	3	\$ 15,000	\$ 45,000
25						\$ -
26		Water Utilities	ls	1	\$ 1,230,695	\$ 1,230,695
27		Traffic Control	ls	1	\$ 24,868	\$ 24,868
28						\$ -
Sub Total						\$ 2,036,302

626-00000	MOBILIZATION (percentage of sub total)	LS	1	\$ 101,815.09	\$ 101,815.09
630-00007	ENGINEERING (percentage of sub total)	LS	1	\$ 101,815.09	\$ 101,815.09
630-00012	TRAFFIC CONTROL (percentage of sub total)	LS	1	\$ 101,815.09	\$ 101,815.09
	CONSTRUCTION MANAGEMENT (percentage of sub total)	LS	1	\$ 101,815.09	\$ 101,815.09
	CONTINGENCY (percentage of sub total)	LS	1	\$ 305,445.28	\$ 305,445.28

TOTAL BID (DOLLARS): \$ 2,749,007

Engineer's Estimate of Probable Costs

Exhibit B

Date: 3/20/25

Subdivision Name: 96th Ave.

Case File No.: S25-0002

Public Infrastructure Costs

ITEM NO.	CDOT ITEM NO.	Description	Unit	Quantity	Base Cost	Extended Cost
1		Paving Demo	ls	1	\$ 25,000	\$ 25,000
2						\$ -
3		Asphalt Patches for Utilities	lf	1,706	\$ 14	\$ 24,396
4		Traffic Control	ea	12	\$ 1,260	\$ 15,120
5						\$ -
6		Concrete Material - 5000 PSI	cy	230	\$ 194	\$ 44,620
7		Concrete Additives - Fibers	cy	230	\$ 9	\$ 2,070
8		Concrete Sidewalk Paving - 6"	sf	11,479	\$ 3	\$ 38,328
9		Concrete ADA Ramps	ea	1	\$ 630	\$ 630
10		ADA Ramp Pavers	lf	12	\$ 102	\$ 1,226
11						\$ -
12		Water Utilities - 8" Gate Valve	ea	3	\$ 2,670	\$ 8,009
13		Water Utilities - 16" Gate Valve	ea	1	\$ 8,506	\$ 8,506
14						\$ -
Sub Total						\$ 167,904

626-00000	MOBILIZATION (percentage of sub total)	LS	1	\$ 8,395.20	\$ 8,395.20
630-00007	ENGINEERING (percentage of sub total)	LS	1	\$ 8,395.20	\$ 8,395.20
630-00012	TRAFFIC CONTROL (percentage of sub total)	LS	1	\$ 8,395.20	\$ 8,395.20
	CONSTRUCTION MANAGEMENT (percentage of sub total)	LS	1	\$ 8,395.20	\$ 8,395.20
	CONTINGENCY (percentage of sub total)	LS	1	\$ 25,185.61	\$ 25,185.61

TOTAL BID (DOLLARS): \$ 226,670

EXHIBIT C

Landscape Improvements and schedule of estimated costs along all roadways, trails, opens spaces, and sidewalks and trails not in the right of way.

The improvements identified herein are associated with land use application number(s): S25-0002, PUDP24-0014, and permit number DIP25-00001

No trees or plantings are withing the ROW around the site.

Landmark Ave

- 4" soil prep, irrigation and native seed
- Cost: \$6,641.00

Reunion Parkway

- 4" soil prep, irrigation and native seed
- Cost: \$8,682.00

Landmark Ave

- 4" soil prep, irrigation and native seed
- Cost: \$2,782.00

EXHIBIT D

Phasing

- 1) Construction of the infrastructure as described in Exhibit B will be in one phase.