TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: January 5, 2021

SUBJECT: Preliminary Release of Subdivision Guaranteed Funds.

NAME OF SUBDIVISION:

Paint Brush Hills Filing No. 13E

FILE REFERENCE:

SF-18-009

NAME OF DEVELOPER:

Affirmed Financial Services LLC, a Colorado Limited Liability Company 1700 Lincoln Street, Suite 2000

Denver, CO 80203

ISSUING AGENT:

Eagle Development Company,

a Coloardo Corporation

212 N. Wahsatch Avenue, Suite 301 Colorado Springs, CO 80910

TYPE OF SECURITY:

Irrevocable Standby Letter of Credit No. 2020-5

ORIGINAL AMOUNT:

\$621,669.80

RELEASE REQUEST AMT:

\$209,880.00

## COMMISSIONERS:

Release of subdivision guaranteed funds has been requested as above noted. Work embraced by the request has been inspected, and a release of funds in the amount of \$209,880.00 is hereby recommended. Contingent upon N/A. Supporting data attached hereto.

## APPROVED **Engineering Department**

12/23/2020 10:07:32 AM

Jennifer Irvine, P.E. County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$\_

DATE: 1 12 21

**BOARD OF** 

**DEVELOPMENT SERVICES (2)** 

DEVELOPER

COPIES: TREASURER

# Supporting Data for Release of Guarantied Funds

Subdivision:	Paint Brush Hills Filing No. 13E	File Number:	SF-18-019
Original Amount	\$621,669.80		
Date	Release Type / Reason for Release	Relea	se Amount
1/5/2021 Premi	linary Release	\$20	9,880.00

Released to Date Remaining Balance \$209,880.00

\$411,789.80

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.

## AFFIRMED FINANCIAL SERVICES, LLC

# Irrevocable Standby Letter of Credit

#### September 8, 2020

## **IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2020-5**

ISSUER:

Affirmed Financial Services LLC,

a Colorado limited liability company 1700 Lincoln Street, Suite 2000

Denver, CO 80203

BENEFICIARY

El Paso County

Attn: Beverly Gonzales

2880 International Circle, Suite 110 Colorado Springs, CO 80910

APPLICANT:

Eagle Development Company,

a Colorado corporation

212 N. Wahsatch Avenue, Suite 301 Colorado Springs, CO 80903

LETTER OF CREDIT

AMOUNT:

USD \$621,669.80

(Six Hundred Twenty-One Thousand Six Hundred Sixty-Nine and 80/100 US DOLLARS)

**EXPIRY DATE:** 

September 8, 2021 AT ISSUER'S OFFICE

RE:

Public Improvements - Paintbrush Hills Filing No. 13E

#### LADIES AND GENTLEMEN:

AFFIRMED FINANCIAL SERVICES LLC HEREBY ISSUES IN YOUR FAVOR FOR THE ACCOUNT AND AT THE REQUEST OF APPLICANT OUR IRREVOCABLE STANDBY LETTER OF CREDIT ("LETTER OF CREDIT"), WHICH IS AVAILABLE AGAINST PRESENTATION OF YOUR DRAFTS ON US AT SIGHT. DRAFTS MUST BE DULY AND MANUALLY SIGNED AND MARKED "DRAWN UNDER AFFIRMED FINANCIAL SERVICES LLC LETTER OF CREDIT NO. 2020-5 DATED September 8, 2020" AND BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING:

WRITTEN CERTIFICATION FROM EL PASO COUNTY THAT THE APPLICANT HAS FAILED TO COMPLETE THE FOLLOWING IMPROVEMENT(S):

PUBLIC IMPROVEMENTS

SUBDIVISION: PAINTBRUSH HILLS FILING NO. 13E

THIS LETTER MAY BE EXTENDED OR OTHERWISE RENEWED WITH THE BENEFICIARY'S CONSENT.

IF CANCELLATION OF THIS LETTER OF CREDIT IS REQUIRED BEFORE THE EXPIRY DATE HEREIN AS EXTENDED FROM TIME TO TIME, THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, MUST BE RETURNED TO US ACCOMPANIED BY THE BENEFICIARY'S LETTER REQUESTING CANCELLATION IN THE FORM ATTACHED HERETO AS ATTACHMENT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

#### SPECIAL CONDITIONS:

THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE REDUCED UPON RECEIPT BY ISSUER FROM BENEFICIARY OF A FULLY EXECUTED REDUCTION CERTIFICATE (THE "CERTIFICATE") IN THE FORM ATTACHED HERETO AS ATTACHMENT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

WE HEREBY AGREE WITH THE BENEFICIARY THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE HONORED UPON PRESENTATION AND DELIVERY OF DOCUMENTS SPECIFIED HEREIN TO AFFIRMED FINANCIAL SERVICES LLC, WITH AN ADDRESS OF 1700 LINCOLN STREET, SUITE 2000, DENVER, CO 80203, IF DRAWN AND PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRY DATE STATED ABOVE, OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO.

VERY TRULY YOURS,

ISSUER:

By:

AFFIRMED FINANCIAL SERVICES LLC, a Colorado limited liability company

Name: Steve Panter

Title: Authorized Signing Agent

#### ATTACHMENT "A"

September 8, 2020 AFFIRMED FINANCIAL SERVICES LLC, 1700 Lincoln Street, Suite 2000 Denver, CO 80203 RE: LETTER OF CREDIT NO. 2020-5 WE REQUEST THAT THE FOLLOWING ACTION(S) BE TAKEN AS EVIDENCED BY OUR INITIALS AND SIGNATURE BELOW: PLEASE INITIAL: REDUCE THE LETTER OF CREDIT AMOUNT FROM \$\_\_\_\_\_ TO \$\_\_\_\_ CANCEL THIS LETTER OF CREDIT EFFECTIVE IMMEDIATELY. ENCLOSED HEREWITH ARE THE ORIGINAL LETTER OF CREDIT DOCUMENTS, INCLUDING THE ORIGINAL AMENDMENTS THERETO. (NOTE: IF ANY OF THESE DOCUMENTS ARE NOT INCLUDED WITH THIS LETTER, YOU MUST REQUEST OUR LOST AFFIDAVIT.) BENEFICIARY: **EL PASO COUNTY** By: Name: Title:



COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR) HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

# PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: October 22, 2019

To: Deputy Clerk to the Board of County Commissioners

From: Mike Hrebenar, Project Management, Group Manager W

Re: Paint Brush Hills Filing No. 13 E

File #: SF-18-009

Attached is Letter of Credit # 201929 issued by Kirkpatrick Bank in the amount of (USD \$621,669.80), on behalf of Eagle Development. This Letter of Credit is security to guaranty the construction and completion of Public Improvements & Storm Water Improvements per attached Financial Assurance Form.

Also attached is the recorded Subdivision Improvements Agreement and Estimate of Guaranteed Funds.

Expiration Date: September 19, 2020.

If you have any questions, please contact Beverly Gonzales at 520-7944 or <a href="mailto:beverlygonzales@elpasoco.com">beverlygonzales@elpasoco.com</a>





COMMISSIONERS: MARK WALLER (CHAIR) LONGINOS GONZALEZ, JR. (VICE-CHAIR) HOLLY WILLIAMS STAN VANDERWERF CAMI BREMER

# PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CRAIG DOSSEY, EXECUTIVE DIRECTOR

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Expiration Date: September 19, 2020.

If you have any questions, please contact Beverly Gonzales at 520-7944 or beverlygonzales@elpasoco.com





Beneficiary:

**Board of County Commissioners** 

El Paso County

200 S. Cascade Ave. Suite 100

Colorado Springs, CO 80903

LETTER OF CREDIT#

201929

ISSUE DATE:

September 19, 2019

**EXPIRATION:** 

September 19, 2020

AMOUNT:

\$621,669.80

#### Dear Sir/Madam:

At the request of Eagle Development, we hereby establish our Irrevocable Standby Letter of Credit in your favor up to an aggregate amount of Six Hundred Twenty-One Thousand, Six Hundred Sixty-Nine and 80/100 Dollars (\$621,669.80 USD) for Public Improvements & Storm Drain Improvements. This credit is available for payment against presentation of your draft(s) at Sight drawn on KIRKPATRICK BANK, bearing the clause: "Drawn under Credit No. 201929 of KIRKPATRICK BANK, Colorado Springs, CO, accompanied by the following documents:

Written certification from El Paso County that the account party has failed to complete the Public Improvements and Storm Drain Improvements in Paint Brush Hills Filing No. 13E in accordance with the requirements of El Paso County. This original Standby Letter of Credit and Amendment(s) thereto, if any, which will be returned to you following our notation thereon of the amount of such draft drawn hereunder. If the amount of the draft is for the full amount of this Standby Letter of Credit, the original Standby Letter of Credit will be retained by us.

In the event of drawing, all documents must be dispatched in one lot by registered mail or courier service directly to KIRKPATRICK BANK, 102 North Cascade Avenue Suite 100, Colorado Springs, CO 80903.

This Standby Letter of Credit expires at the counters of KIRKPATRICK BANK at the close of business on the expiration date.

If you have any questions concerning this transaction, please call us at (719) 866-6316.

We hereby agree with you that draft(s) drawn under and in compliance with the terms of this Standby Letter of Credit will be honored upon presentation to us as specified herein.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY LETTERS OF CREDIT (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, AND AS TO MATTERS NOT GOVERNED BY THE UCP, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

Kirkpatrick Bank

102 N. Cascade Avenue Suite 100

Colorado Spfings, CO 80903

Mark A. Benes, Senior Vice President

10/16/2019 11:49:05 AM Doc \$0.00 8

Rec \$0.00

8 Pages



## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Aeroplaza Fountain, LLC and Heidi, LLC., Colorado Limited Liability Corporations, hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

## WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of the Paint Brush Hills Filing No. 13E Subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, the Paint Brush Hills Filing No. 13E Subdivision, containing 158 single family lots, is the fifth phase of the Paint Brush Hills Filing 13 Development, as more particularly described on the Master Plat Exhibit set forth on Exhibit B, attached hereto and incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of an irrevocable letter of credit.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

- 1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit A, attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral guaranteeing construction and defect warranty of the public and common improvements set forth in Exhibit "A" shall be posted in the form of an irrevocable letter of credit in the amount of \$621,669.80 issued by Kickpatrick Bank. Subdivider has previously posted the amounts of \$292,261.00 for early on-site grading and erosion control.
  - If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of security for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.
- 2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the

expiration date of such collateral until the improvements identified on <u>Exhibit A</u> have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.

- 3. No lots in the subdivision or, if constructed in phases, in any phase thereof, shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision or the particular phase thereof have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision or, if constructed in phases, in any phase thereof, may be sold, conveyed or transferred and/or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, identified by phase if applicable, in the attached Exhibit A.
- 4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A shall be constructed in compliance with the following:
  - All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
  - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
- 5. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision, or Phase of the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision or Subdivision Phase may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation.
- 6. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.

- 7. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request in a reasonable time upon receipt of the request. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
- 8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the Engineering Criteria Manual and the Land Development Code with respect to these inspections, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.
- 9. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
- 10. The County agrees to approval of the final plat of Paint Brush Hills Filing No. 13E Subdivision subject to the terms and conditions of this Agreement.
- 11. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
- 12. This Agreement shall take effect on the date of approval of the Final Plat by the Board of County Commissioners.
- 13. The Subdivider(s) agrees for itself and its successors and assigns that Subdivider and/or its said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program, at or prior to the time of building permit submittals. Pursuant to said Resolution, the subdivider has elected to place the Paint Brush Hills Filing No. 13E Subdivision in the El Paso County Public Improvement District No. 2.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

April 33, 2019 (Date Final Plat Approved)	BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO  By:
-ATTESEL BROERMAN	<b>-</b>
College Recorder	Acroplaza Formlain, LLC + Heidi, LLC Subdivider
1101000000	By: Apr JEFF Mark Representative (if applicable)
Subscribed, sworn to and acknowled by the parties above named.	ged before me this day of day of day of day of
My commission expires: 322	2.21
SUSAN L GONZALES NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20044004607 MY COMMISSION EXPIRES MARCH 22, 2021	Notary Public

## 2016 Financial Assurance

Estimate Form	(with pre-	plat construction)
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Project Information										
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"Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% or retained up to preliminary acceptance process."  action 2 - Public Improvements*  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) ggregate Base Course sphalt Pavement alsed Median, Paved tectrical Conduit, Size =  affic Signal, complete intersection agridatory Sign divisory Sign ulde/Street Name Sign	Quantity  1.00 17,000.00 10,500.00	Units LS Tons Tons SF LF EA EA	9 9 9 9	Price  \$ 2,000 \$ \$18 \$ \$85 \$ \$7 \$ \$14 \$ \$250,000 \$ \$100 \$ \$300		\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	306,000.00 682,500.00 1,300.00	80,00 80.00	\$ \$ \$ \$ \$	400.0 51,200.0 136,500.0 1,300.0 300.0
Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% a retained up to preliminary acceptance process.  action 2 - Public Improvements*  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) agregate Base Course sphalt Pavement alsed Median, Paved ectrical Condust, Size = affic Signal, complete intersection agrateby Sign tivisory Sign uide/Street Name Sign sooy Pavement Marking	Quantity  1.00 17,000.00 10,500.00  13,00 3,00	Units LS Tons Tons SF LF EA EA EA EA	S. S	Price  2,000 \$ 2,000 \$ \$18 \$ \$85 \$ \$7 \$ \$14 \$ \$250,000 \$ \$100 \$ \$300 \$ \$100 \$ \$300 \$ \$12		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00	80,00 80.00	* * * * * * * * * * * * * * * * * * * *	400.0 51,200.0 136,500.0 1,300.0 300.0
Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% a retained up to preliminary acceptance process.  action 2 - Public Improvements*  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) agregate Base Course sphalt Pavement alsed Median, Paved ectrical Condust, Size = affic Signal, complete intersection agrateby Sign tivisory Sign uide/Street Name Sign sooy Pavement Marking	Quantity  1.00 17,000.00 10,500.00  13,00 3,00	Units LS Tons Tons SF LF EA EA EA SF SF	9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Price  \$ 2,000 \$ \$18 \$ \$855 \$ \$7 \$ \$14 \$ \$250,000 \$ \$100 \$ \$300 \$ \$12 \$ \$22		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00	80,00 80.00	* * * * * * * * * * * * * * * * * * * *	400.0 51,200.0 136,500.0 1,300.0 300.0
"Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% a retained up to preliminary acceptance process."  **ection 2 - Public Improvements**  **Readway Improvements*  **Readw	Quantity  1.00 17,000.00 10,500.00  13,00 3,00	Units  LS Tons Tons SF LF EA EA EA EA EA EA	9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00	80,00 80.00	* * * * * * * * * * * * * * * * * * * *	1,300.0 3,900.0
Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% a retained up to preliminary acceptance process.  action 2 - Public Improvements*  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) agregate Base Course sphalt Pavement alsed Median, Paved ectrical Conduit, Size = affic Signal, complete intersection agratory Sign tivisory Sign uide/Street Name Sign sooy Pavement Marking armoplastic Pavement Marking armoplastic Pavement Marking armoplastic Pavement Marking	Quantity  1.00 17,000.00 10,500.00  13,00 3,00	Units  LS Tons Tons SF LF EA EA EA EA EA EA EA	9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00 3,900.00	80,00 80,00 80,00	* * * * * * * * * * * * * * * * * * * *	400.0 61,200.0 136,500.0
"Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% or retained up to preliminary acceptance process."  action 2 - Public Improvements*  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) ggregate Base Course sphalt Pavement alsed Median, Paved tectrical Conduit, Size =  affic Signal, complete intersection agrationy Sign tuksory Sign tuksory Sign tuksory Sign audic/Street Name Sign poory Pavement Marking permoplestic Pavement Marking permoplestic Pavement Marking arricade - Type 3 elineator (Type I)	Quantity  1.00 17,000.00 10,500.00  13,00 3,00 13,00	Units  LS Tons Tons SF LF EA EA EA EA EA LF	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00 3,900.00	80.00 80.00 80.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	400.0 61,200.0 136,500.0 - - 1,300.0 300.0 3,900.0
Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% or retained up to preliminary acceptance process.  action 2 - Public Improvements  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) agregate Base Course sphalt Pavement alsed Median, Paved ectrical Conduit, Size = affic Signal, complete intersection sputatory Sign livisory Sign livisory Sign livisory Pavement Marking armoplastic Pavement Marking	Quantity  1.00 17,000.00 10,500.00  13,00 3,00	Units  LS Tons Tons SF LF EA EA EA EA EA EA EA	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00 3,900.00	80,00 80,00 80,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	400.0 61,200.0 136,500.0 - - 1,300.0 300.0 3,900.0
"Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% a retained up to preliminary acceptance process."  **Recipion 2 - Public Improvements**  **Readway Improvements*  **Rea	1.00 17,000.00 10,500.00 13,00 3,00 13,00	Units  LS Tons Tons SF LF EA EA EA EA EA LF	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00 3,900.00 312,900.00	80.00 80.00 80.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,300.0 3,900.0 3,900.0 4,480.0
"Subject to defect warranty financial assurance. DO NOT NTER MORE THAN 80% COMPLETE. A minimum of 20% or retained up to preliminary acceptance process."  action 2 - Public Improvements*  - Roadway Improvements  - Roadway Improvements  onstruction Traffic Control (Along Londonderry) ggregate Base Course sphalt Pavement alsed Median, Paved tectrical Conduit, Size =  affic Signal, complete intersection agrationy Sign tuksory Sign tuksory Sign tuksory Sign tuksory Sign audic/Street Name Sign poory Pavement Marking permoplastic Pavement Marking	1.00 17,000.00 10,500.00 10,500.00 13,00 13,00 14,900.00 1,400.00	Units  LS Tons Tons SF LF EA EA EA EA LF LF LF LF	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00 3,900.00 312,900.00 22,400.00	80.00 80.00 80.00	* * * * * * * * * * * * * * * * * * * *	400.0 61,200.0 136,500.0 1,300.0 3,900.0 4,480.0 37,800.0
"Subject to defect warranty financial essurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% as retained up to preliminary acceptance process.	1.00 17,000.00 10,500.00 13,00 3,00 13,00	Units  LS Tons Tons SF LF EA EA EA EA LF LF LF	9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	### Price  ### 2,000  ### 2,000  ### 2,000  ### 2,000  ### 3,000		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	306,000.00 682,500.00 1,300.00 300.00 3,900.00 312,900.00	80.00 80.00 80.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,300.00 300.00 3,900.00

Guardrell Type 3 (W-Beam)	1		LF	0	5	\$18		\$			\$	
Guardrail Type 7 (Concrete)	-		LF	0	3	\$67	-	\$			\$	
Guardrail End Anchorage			EA	0	\$	\$1,978		\$			\$	
Guardrail Impact Attenuator			EA	0	\$	\$3,564	-	\$			\$	•
Sound Barrier Fence	1		LF	0	\$	\$100	=	\$			\$	
Concrete Sidewalk	i i	5,600.00	SY	0	\$	\$38	=	\$	212,800.00		\$	212,800.00
	,											
- Storm Drain Improvements		dr one 0 mg Longon. 10 . 1	15				- 2	-	-		***	
Concrete Box Culvert (M Standard), Size (			LF		\$		-	5			-	
Reinforced Concrete Pipe (RCP)	Size		LF	0	\$	-	-	. =	414.00	00.00	-	82,80
18" Reinforced Concrete Pipe		6.00	LF	-0	3	\$69	_	\$	414,00	80,00	-	
24" Reinforced Concrete Pipe		890.00	LF	0	\$	\$84		\$	74,760,00	80.00		14,952.00
30" Reinforced Concrete Pipe		700,00	LF	0	\$	\$94		\$	65,800.00	80.00	_	13,160.00
36" Reinforced Concrete Pipe		1,130.00	T.	.0	\$	\$124	-	3	140,120,00	80.00	_	28,024.00
42" Reinforced Concrete Pipe			LF	.0	\$	\$134	-	\$			\$	-
48" Reinforced Concrete Pipe			LF	.0	\$	\$178	=	8			\$	•
54" Reinforced Concrete Pipe	!		LF		\$	\$182	=	\$			\$	
60" Reinforced Concrete Pipe			LF		\$	\$216	-	\$			\$	-
66" Reinforced Concrete Pipe	1		LF	•	\$	\$263	1 -	\$			\$	•
72" Reinforced Concrete Pipe	1		LF	0	5	\$283	10	\$			\$	
Corrugated Steel Pipe (CSP)	Size		LF		Ś		-	\$			\$	
18" Corrugated Steel Pips	-		UF	0	\$	846	=	\$			\$	-
24" Corrugated Steel Pipe	****		LF	0	S	\$96	*	\$			\$	
30" Corrugated Steel Pipe			LF	@	\$	\$101		\$			\$	-
36" Corrugated Steel Pipe	@ 12-1		LF	0	5	\$136		\$			\$	
42" Corrugated Steel Pipe	1010 d down 13		LF	@	\$	\$147	*	5			\$	
	100		LF	0	1	\$169	-	\$			\$	-
48" Corrugated Steel Pipe	ps 40-00 44 4		LF	0	\$	\$193	i-more	-			*	
54" Corrugated Steel Pipe			LF .	@	\$	\$227	-	-			\$	
60" Corrugated Steel Pipe	_ =		LF		\$	\$278		5			\$	
66" Corrugated Steel Pipe			-	may yet went				-			÷	
72" Corrugated Steel Pipe			LF	0	\$	\$330		\$				
78" Corrugated Steel Pipe			LF	@:	3	\$361		\$			\$	-
84" Corrugated Steel Pipe		1.50	UF.		\$	\$432		\$	Can oo	00.00	\$	
Flared End Section (FES) 24" RCP	+.	1.00	EA	•	3	600	-	3	600,00	80.00	\$	120.00
Flared End Section (FES) 36" RCP	.t	1.00	EA		\$	850	-	\$	850.00		\$	170,00
End Treatment- Headwall	emmg	2,00	EA	. 0	\$	4,000		\$	8,000.00	80.00	\$	1,600,00
End Treatment- Wingwall			EA		\$		-	\$			\$	•
End Treatment - Cutoff Wall			EA		\$		=	\$			\$	
Curb Intet (Type R) L=5', Depth < 5 feet			EA	0	\$	\$3,791	=,	2			\$	7
Curb Inlet (Type R) L=5', 5'-10' Depth		3.00	EA	0	\$	\$5,300	-	\$	15,900.00	80.00	\$	3,180.00
Curb Inlet (Type R) L =6' , 5'-10' Depth			·EA	0	8	\$8,000	m.	5			\$	
Curb Inlet (Type R) L =8', 5'-10' Depth			EA	@	\$	\$7.000		2			\$	•
Curb Inlet (Type R) L =10' , 5'-10' Depth		5.00	'EA	. @	\$	\$7,500	=	\$	37,500.00	80.00	\$	7,500.00
Curb Inlet (Type R) L =12' , 5'-10' Depth			.EA	. @	\$	\$8,300	=:	\$			\$	6
Curb Infe! (Type R) L =15', Depth < 5 feet		3,00	EA	@	\$	37,923		S	23,769.00	80.00	\$	4,753.80

Curb Inlet (Type R) L =15', 5'-10' Depth		EA	0	8	\$8,000	-	2			\$	
	-			•	\$8,800	=	\$			-	
Curb Inlet (Type R) L =15', 10'-15' Depth		EA	-	3			3			7	
Curb Inlet (Type R) L =20', Depth < 5 feet		EA	0	5	\$8,000	-	5			-	•
Curb Inlet (Type R) L =20', 5'-10' Depth		EA	(C)	2	\$8,830	=	5			\$	•
Curb Inlet (Type R) L = Depth	-	EA	0	\$			\$			\$	•
Curb Inlet (Type R) L =','' Depth		EA	(0)	\$		=	5			\$	
Grated Inlet (Type C), < 5' deep		EA	0	\$	\$3,270	W	\$			\$	٠
Grated Inlet (Type D), < 5' deep		EA	•	\$	\$3,908		\$			\$	
Storm Sewer Manhole, Box Base, Depth < 15 feet	6.00	EA	0	\$	\$8,592		\$	51,552.00	80.00	\$	10,310.40
Storm Sewer Manholo, Slab Base, Depth < 15 feet	6.00	EA		\$	\$4,575		\$	27,450.00	80.00	\$	5,490.00
Septextile (Erosion Control)		SY	0	\$	\$5	Im	\$			\$	٠
Rip Rap, d50 Size from 6" to 24"	33,00	CY	0	3	\$98	=	3	3,234.00	60.00	\$	646.80
Rip Rap, Grouled		CY	0	3	\$215	-	8			\$	•
Orainage Channel Construction, Size ( W x H )		LF	0	*			\$			\$	
Channel Lining, Concrete		CY	•	3	\$450	-	\$			\$	
Channel Lining, Rip Rep		CY	6	3	\$98	yes	5			\$	•
Channel Lining, Grass		AC	0	8	\$1,287	-	3			\$	
Channel Lining, Other Stabilization	200.00	SY	•	8	\$3	-	\$	600.00	80.00	\$	120.00
Detention Outlet Structure		EA	0	8			8			\$	•
Petention Emergency Spillway		EA	0	\$			8			\$	•
ermanent Water Quality Facility (Describe)		EA	0	\$		*	2			\$	

Section 2 Subtotal

Section 3 Subtotal = '\$

"Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to prefiminary acceptance process. + For flared end sections, multiply pipe LF cost by 6

section are not subject to defect warranty

financial assurance

2,058,949.00

85,896.00

616,669.80 \*\*

1,000.00

Section 3 - Common Development Improvements Remaining Quantity Units (Private or District)\*\*\* Complete , Roadway Improvements 0 (include any applicable items from above Public Improvements @ \$ list, that are to be private and NOT maintained by El Paso \$ \$ County) 0 \$ \$ \$ 0 \$ \$ \$ \$ \* - Storm Drain Improvements @ (Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso 0 County) 6,000.00 24,000.00 100,00 : \$ 0 \$ 84 Detention Facility Construction (Pond D) CY 1.00 12,000 12,000.00 100.00 , \$ 0 \$ S **Detention Outlet Structure** EA 1.00 EA 0 \$ 5,000 5,000.00 80.00 \$ 1,000.00 Detention Emergency Spllway 152,00 14,896.00 100.00 CY 0 892 Rip Rap, d50 Size from 6" to 24" 5 Concrete Forebays 2,00 0 15,000.00 100.00 EA \$7,500 Concrete trickle channel / micropool 1,00 • 15,000.00 100.00 \$ EA \$ \$15,000 - Landscaping (If Applicable) EA 0 (Ust landscaping line items and cost - usually only in case of \$ \$ . subdivision specific condition of approval, or PUD) EA \$ EA \$ \$ 0 \$ EA \$ . . . . EA Ø: \$ \$

As-built drawings - (FILL IN)	F THERE ARE ANY PUBLICLY-MAINTAINED IMPR	OVEMENTS) \$	\$4,000
( Inc. survey to verify detent	ilon pond volumes.)	Total Construction Financial Assurance	\$2,148,845.00
		(Sem of ad section subtotals)	
		Total Remaining Construction Financial Assurance	621,669.80
		(Sum of all section totals less credit for sems complete)	
		Total Defect Warranty Financial Assurance	\$411,789.80
* **	(20% of all items identified as pub	lic improvements(*). To be collateralized at time of prefirmary acceptance)	21 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
I hereby certify that this is an	OO HEGIONAL	k as shown on the approved Construction Drawings associated with the Projec	ct.
Engheer	OPE SOOP A COMMENT OF THE PARTY	Date 8/1/19	
Som	MINISTONAL ENGLISHED	8/1/19	

Gr Aggregate El Paso County Engineer / ECN Administrator