



October 27, 2022

El Paso County Planning and Community Development
2880 International Circle
Suite 110
Colorado Springs, CO 80910

Subject: Brown Road Improvement Cost Share Analysis; Owl Ridge Subdivision

El Paso County Planning and Community Development:

This letter was prepared by SMH Consultants, on behalf of the developer of Owl Ridge Subdivision (18885 Brown Road), to address the Brown Road Improvement Cost Share Analysis.

Brown Road is currently a gravel road that does not meet current El Paso County Standards. To fund the necessary improvements to Brown Road, an escrow fund is being created to perform the necessary improvements at a future date to be determined by the County. Adjacent properties shall contribute to the escrow fund as they develop and are subdivided.

The owners of the proposed Owl Ridge Subdivision obtained a cost estimate to perform the necessary roadway improvements to bring Brown Road up to current El Paso County Standards for a rural residential local roadway. This amount is \$1,201,978.00. A copy of the construction cost estimate has been attached to this memo.

The potential number of lots that could be created in the future, and contribute traffic to Brown Road, has been determined and shown on the attached Brown Road Improvements Exhibit Map. This acreage was found to be 497.15 acres. However, Prairie Ridge Subdivision is currently in submittal with the County and has its own escrow calculation. Therefore, the acreage associated with Prairie Ridge Subdivision has been removed from the total acreage for this escrow fund analysis. Thus, the total acreage used for this escrow fund analysis is 457.38 acres, resulting in 74 5-acre lots.

The estimated costs for the Brown Road Improvements are \$1,201,978.00. Prairie Ridge Subdivision will be contributing \$101,871.00 per their escrow agreement. This leaves a total of \$1,100,107.00 to be split amongst the potential 74 5-acre lots. The total amount that each future lot will contribute to the escrow fund is \$14,866.31. The Owl Ridge Subdivision is proposing two lots. However, one of the lots already has an existing house on the lot. As with the County's Road Impact Fee, existing residences are exempt from paying this fee. Therefore, the existing residence should be exempt from contributing to the escrow fund for the future improvements to Brown Road. Thus, the total contribution to the escrow fund, for Owl Ridge Subdivision, would be \$14,866.31 for one lot. Per El Paso County, this amount must be paid in full at the time of final plat recordation for a minor subdivision. For all future development, an appropriate future cost adjustment factor shall be applied to their escrow fund contribution.

Expiration to be 20yrs from date of agreement. Please correct 10yrs to 20yrs

This escrow agreement shall expire in five years from the sale of the last lot in the subdivision or 10 years from the date of the agreement, whichever is later. Should El Paso County not utilize the escrow account funds to improve Brown Road, within the aforementioned time-frame, then all funds from the escrow account shall be returned, with accrued interest, to the applicants, their heirs, successors, and assigns. Excluding individual lot owner successors.

If you have any questions, I can be reached at 719-465-2145 or via email at blouk@smhconsultants.com.

Sincerely,



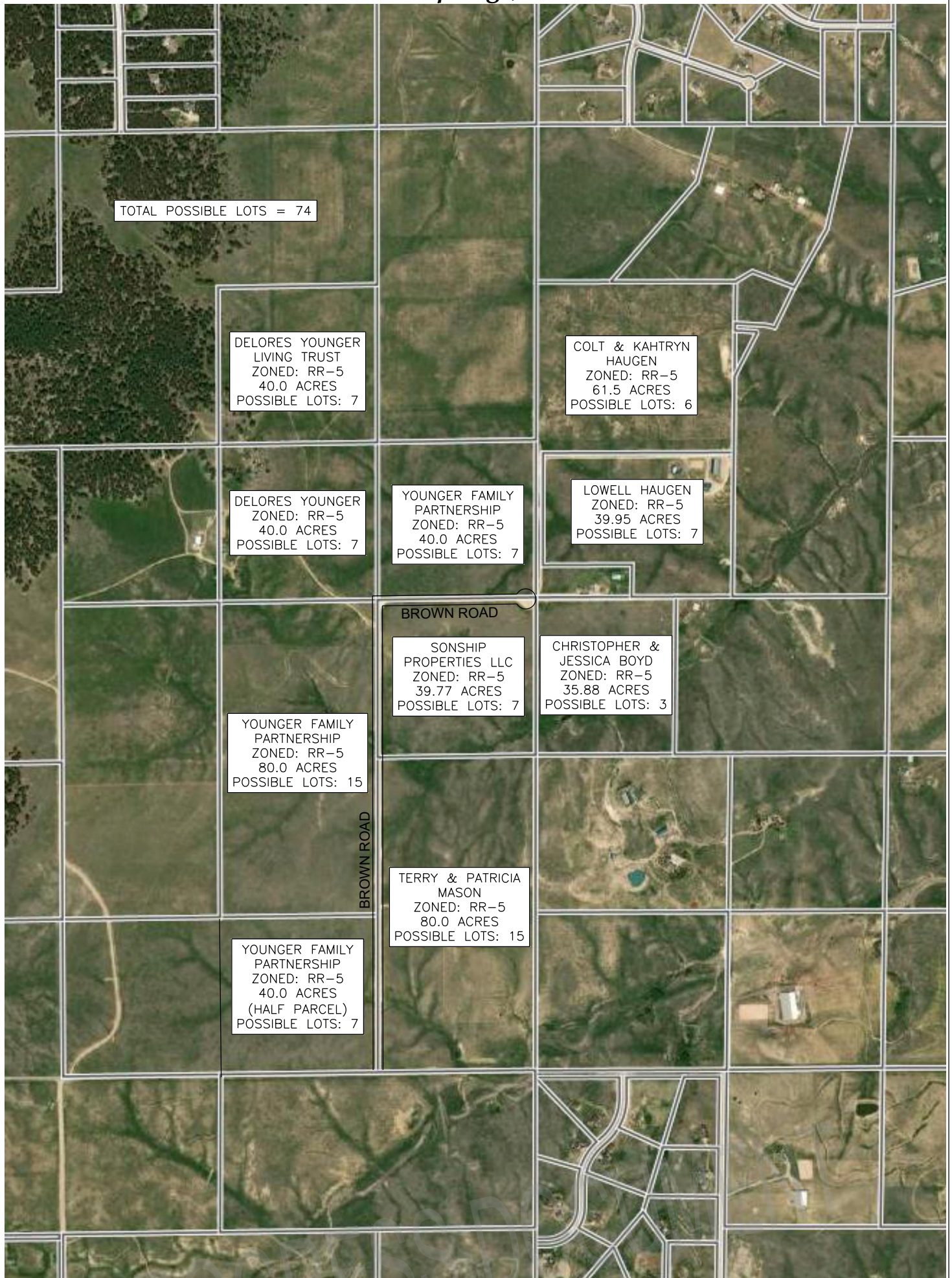
Brett Louk, PE
SMH Consultants

For reference this was the condition of BoCC approval that was used for Boyd Minor Subdivision PCD File # MS224

13. Prior to recording the final plat, Applicant shall enter into an Escrow Agreement ("Agreement") with the County in which Applicant shall agree to participate in the completion of off-site public improvements to bring Brown Road into compliance with El Paso County local roadway standards ("Brown Road Improvements"). Said Agreement shall address the following:
 - a. Applicant's total fair, equitable, and reasonably proportional contribution to the Brown Road Improvements shall be \$14,866.00 per lot for a total of \$44,598.00. Prior to recording the final plat, Applicant shall deposit the sum of \$44,598.00 with the El Paso County Treasurer, which funds the County shall maintain and deposit in a separate, interest-bearing account not part of the County's operating budget.
 - b. Said funds shall only be used for the purpose of construction or contributing to the construction of the Brown Road Improvements.
 - c. On or before the expiration date, the County may use the funds, including any interest accrued thereon, only for the purpose of construction or contributing to the construction of the Brown Road Improvements. The expiration date is 20 years from the date of the Agreement.
 - d. Should the County not use said funds on or before the expiration date, the County shall return the funds to the applicant, their heirs, successors, and assigns (excluding individual lot owner successors), together with accrued interest.

Brown Rd. Improvements EXHIBIT

Colorado Springs, Colorado



SMH
CONSULTANTS

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Kansas City, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JTH Project #2010CS4031



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↑
NORTH



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|--|------------------------------|
| To: Colt Haugen | Contact: |
| Address: Monument, CO | Phone: (719) 440-8808 |
| | Fax: |
| Project Name: 11.11.21 Brown Rd | Bid Number: |
| Project Location: | Bid Date: 11/11/2021 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--|---------------------------------------|--------------------|------|------------|---------------------|
| Base Course | | | | | |
| 1 | Mobilization | 1.00 | EACH | \$2,000.00 | \$2,000.00 |
| 2 | 4" Base Course | 20,775.00 | SY | \$16.00 | \$332,400.00 |
| 3 | 3" HMA (1 Lift; Gr SX, PG 64-22) | 17,230.00 | SY | \$20.00 | \$344,600.00 |
| 4 | Shouldering (2' Each Side Of Roadway) | 3,545.00 | SY | \$12.00 | \$42,540.00 |
| Total Price for above Base Course Items: | | | | | \$721,540.00 |
| CTS | | | | | |
| 1 | Mobilization | 1.00 | EACH | \$4,000.00 | \$4,000.00 |
| 2 | CTS (8" @ 2.5%) | 20,775.00 | SY | \$12.00 | \$249,300.00 |
| 3 | 3" HMA (1 Lift; Gr SX, PG 64-22) | 17,230.00 | SY | \$20.00 | \$344,600.00 |
| 4 | Shouldering (2' Each Side Of Roadway) | 3,545.00 | SY | \$12.00 | \$42,540.00 |
| Total Price for above CTS Items: | | | | | \$640,440.00 |
| Scar/Recomp/Pave | | | | | |
| 1 | Mobilization | 1.00 | EACH | \$2,000.00 | \$2,000.00 |
| 2 | Scarify/Recompact/Grade | 20,775.00 | SY | \$6.50 | \$135,037.50 |
| 3 | 3" HMA (1 Lift; Gr SX, PG 64-22) | 17,230.00 | SY | \$20.00 | \$344,600.00 |
| 4 | Shouldering (2' Each Side Of Roadway) | 3,545.00 | SY | \$12.00 | \$42,540.00 |
| Total Price for above Scar/Recomp/Pave Items: | | | | | \$524,177.50 |

Notes:

- This proposal and all parts thereof shall be incorporated into and made part of the contract and supersede in contradictions.
 - Price will be honored for contracts within 30 days of proposal date; all work contracted thereafter is subject to price adjustments.
 - Proposal is a complete package for all items only; items may not be separated without written permission from Pyramid Construction.
 - The quote reflects current fuel and energy costs; due to volatility Pyramid reserves the right to review and adjust pricing at any time in the event of substantial price increases outside our control
 - Work will be invoiced monthly; all invoices shall be due net 30; overdue amounts will be subject to interest at 18% per annum plus any legal fees required for collection.
 - In the event field testing is performed Pyramid will be notified prior to be given the opportunity to provide verifying test results.
 - This quotation is not binding unless signed by both parties.
 - Prior to executing an agreement Pyramid reserves the right to receive detailed information about the owner, funding and the financial institution managing the release of funds.
 - Pyramid shall not be liable for failure of performance, delay in delivery by reason of any contingency beyond our exclusive control including: labor strikes; embargo; acts of God; war; government regulations including allocation; preference of priorities by government or shortage; national shortage of raw materials or fuel; inclement weather; and low temperatures/frost.
 - Pyramid shall not be responsible for the operation and results of any technical advice or engineering in connection with the design, installation or use of the product sold hereunder.
 - It is agreed that no promises, agreements, or understandings have been made other than herein contained; that no agent or salesman has any authority to obligate Pyramid, to any terms, stipulations, or conditions not herein expressed.
 - All reasonable attorney's fees will be due to Pyramid in the event the service of an attorney is required by Pyramid to enforce any aspect of this agreement.
 - Pyramid reserves the right to refuse or suspend performance or to require payment in advance in the event credit of owner or general contractor becomes impaired or inadequate.
 - All additional work or materials requested will be processed as a change order to this agreement and must be agreed upon in writing by both parties prior to the commencement of additional work; Pyramid shall not be obligated to perform any additional work without such prior written order.
 - Sales tax or any state, county or city which are now in effect are not included in the price quoted unless specifically stated otherwise in this agreement.
 - Terms and conditions of any contract not bearing the signature of a Pyramid Constuction officer will not be honored.
 - Ditch work or culverts are not included.
 - All quantities are estimated; payment will be based on actual quantities installed.
 - No retainage to be withheld.
 - Permits, fees and bonds will be billed at invoiced cost +20%.
 - Mobilizations are included at price stated above; additional mobilizations will be charged at stated unit price (or \$2,500 each if no price is stated).
 - Subgrade or base course for asphalt work to be within +/- .1/foot of bottom face and to balance onsite; work to correct subgrade/basecourse conditions will be performed on a T&M basis.
 - Pricing Includes: Labor; material; equipment; fine grading (+/- .1/foot); all dirt to balance onsite; and one-year warranty against defective workmanship and/or materials.
 - Pricing Excludes: Prime coat; all traffic control (traffic and pedestrian); survey and staking; excavation; backfill; compaction; import or export of subgrade/base course materials; repair of soft or unsuitable subgrade/base course conditions (not installed by Pyramid); patching; paving fabric; cleaning and patching between asphalt lifts; wheel stops; striping; soil stabilization; dewatering; utility relocation; signage; and all testing (compaction, moisture, density or asphalt).
 - All excluded work can be performed, if required, at Pyramid T&M rates.
 - Pyramid is not responsible for damage to ingress/egress concrete/asphalt.
 - All materials per Pikes Peak Regional Asphalt Paving Specifications.
 - Asphalt will not be placed in temperature ranges outside that specified in the Pikes Peak Region Asphalt Paving Specifications without a signed warranty/liability waver.
 - Pyramid Construction has the right to delay work, without penalty, until a sufficient area of paving is available.
 - Winter protection is not included in above pricing and are priced at: \$.40/sf for subgrade/base course.
- WARRANTY - Pyramid Construction, Inc. will warrant our material and workmanship for a period of one (1) year from completion of our work against defective workmanship or materials. Items not covered by warranty are: insufficient design of asphalt thickness, unsuitable subgrade/base course conditions (expansive subgrade), poor subgrade compaction around underground utilities; thermal cracking; overloading structure; reflective cracking; insufficient materials/asphalt binders and inadequate drainage minimum two percent (2%) for asphalt. All damage caused by items outside of the warranty will be determined and priced individually; pricing and scope will be accepted prior to work commencing, original bid quoted unit prices are not valid.

| | |
|---|--|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Pyramid Construction, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Patrick Nordberg (719) 351-5774 pnordberg@pyramidconstructioninc.com</p> |
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Project Description:

Owl Ridge Subdivision - 18885 Brown Road

Brown Road Public Improvements

Prepared 10/27/2022



| BMPs | | | | | |
|----------------------------|---|----------|------|--------------|-----------------------|
| No. | Item | Quantity | Unit | Unit Price | Total Price |
| 1 | Roadway Improvements (Including 9.2% Inflation) | 1 | EA | \$787,922.00 | \$787,922.00 |
| 2 | Rock Ditch Checks | 60 | EA | \$1,100.00 | \$66,000.00 |
| 3 | 42" RCP Culvert | 52 | LF | \$178.00 | \$9,256.00 |
| 4 | 42" FES | 2 | EA | \$1,000.00 | \$2,000.00 |
| 5 | Signage | 10 | EA | \$380.00 | \$3,800.00 |
| 6 | Utility Relocation | 1 | LS | \$220,000.00 | \$220,000.00 |
| 7 | Traffic Control | 1 | LS | \$22,000.00 | \$22,000.00 |
| 8 | Testing & Quality Control | 1 | LS | \$26,000.00 | \$26,000.00 |
| 9 | Engineering & Surveying | 1 | LS | \$65,000.00 | \$65,000.00 |
| CONSTRUCTION COST | | | | | |
| TOTAL PROJECT COSTS | | | | | \$1,201,978.00 |

SMH Consultants does not guarantee that the construction costs will not vary from this construction cost opinion.