

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between SR LAND, LLC and CLASSIC SRJ LAND, LLC, 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 HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1, 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, 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 Exhibits A, B, and C 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 a performance bond.

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 the Financial Assurance Estimates attached hereto as Exhibits A, B, and C and incorporated herein by reference. Pursuant to the Development Agreement adopted pursuant to BoCC Resolution No. 22-255 and recorded at Reception No. 222098865 ("Development Agreement"), collateral for construction of Sand Creek Channel Improvements adjacent to this subdivision, including wetlands mitigation and the Briargate Parkway Bridge over Sand Creek, will be posted in connection with said Development Agreement and not with this subdivision. Pursuant to the Development Agreement, collateral for construction of Sterling Ranch Road east of Sand Creek to the intersection with Briargate Parkway (except for any necessary grading and erosion control collateral), is not required with this subdivision. 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 shall be in the form of a performance Bond issued by Philadelphia Indemnity Insurance Company in the total amount of \$3,012,158.00. The improvements set forth in Exhibit A include the Homestead North at Sterling Ranch Filing 1 improvements.

Security and collateral shall be in the form of a performance Bond issued by Philadelphia Indemnity Insurance Company in the total amount of \$915,197. The improvements set forth in Exhibit B include the Briargate Parkway improvements from Vollmer Road to Wheatland Drive.

Security and collateral shall be in the form of a performance Bond issued by Philadelphia Indemnity Insurance Company in the total amount of \$1,546,676.98. The improvements set forth in Exhibit C include the Briargate Parkway Bridge improvements.

Steve Schleiker
05/19/2023 10:50:24 AM
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Rec \$103.00 Pages

El Paso County, CO



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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 the Financial Assurance Estimate attached hereto 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 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 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 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 in the attached Financial Assurance Estimate.
4. The Subdivider agrees that all of those certain public improvements to be completed as identified in the attached Financial Assurance Estimate shall be constructed in compliance with the following:
 - a. 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. 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 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 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.
10. Pursuant to Section 8.5.5 (C)(3)(b)(ii) of the Land Development Code, Subdivider may apply the amount in the financial assurance estimate incorporated into the Development Agreement (a) that is attributable to the segment of the Sand Creek Channel adjacent to this subdivision to offset drainage fees for this subdivision and (b) that is attributable to the Sterling Ranch Bridge over Sand Creek adjacent to this subdivision to offset bridge fees for this subdivision.
11. The County agrees to approval of the final plat of HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1 subject to the terms and conditions of this Agreement.
12. 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.
13. This Agreement shall take effect on the date of approval of the Final Plat.
14. The Subdivider 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.

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

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

5/15/2023
(Date Final Plat Approved)

By: [Signature]
Meggan Herington Executive Director
El Paso County Planning and Community Development Department
Authorized signatory pursuant to LDC

Approved as to form:

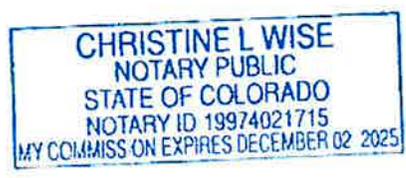
[Signature]
County Attorney's Office

SUBDIVIDER:

SR LAND, LLC
By: [Signature]
James Morley, Manager

Subscribed, sworn to and acknowledged before me this 21st day of March, 2023 by the parties above named.

My commission expires: 12-02-2025



[Signature]
Notary Public

CLASSIC SR LAND, LLC
By: [Signature]
Douglas Stimple, CEO of Manager

Subscribed, sworn to and acknowledged before me this 21st day of March, 2023 by the parties above named.

My commission expires: 12-02-2025



[Signature]
Notary Public

**Financial Assurance Estimate Exhibit A:
Exhibit A – Homestead North at Sterling Ranch Filing 1 Subdivision Improvements Estimate**

2022 Financial Assurance Estimate Form
(with pre-plat construction)

PROJECT INFORMATION		
Homestead North Filing No. 1	12/8/2022	SF2213
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)							
* Earthwork							
less than 1,000; \$5,300 min		CY	\$ 8.00	=	\$ -		\$ -
1,000-5,000; \$8,000 min		CY	\$ 6.00	=	\$ -		\$ -
5,001-20,000; \$30,000 min		CY	\$ 5.00	=	\$ -		\$ -
20,001-50,000; \$100,000 min		CY	\$ 3.50	=	\$ -		\$ -
50,001-200,000; \$175,000 min		CY	\$ 2.50	=	\$ -		\$ -
greater than 200,000; \$500,000 min		CY	\$ 2.00	=	\$ -		\$ -
* Permanent Seeding (inc. noxious weed mgmnt.)		AC	\$ 886.00	=	\$ -		\$ -
* Mulching		AC	\$ 831.00	=	\$ -		\$ -
* Permanent Erosion Control Blanket		SY	\$ 7.00	=	\$ -		\$ -
* Permanent Pond/BMP Construction		CY	\$ 22.00	=	\$ -		\$ -
* Permanent Pond/BMP (provide engineer's estimate)	1	EA	\$150,000.00	=	\$ 150,000.00		\$ 150,000.00
Safety Fence		LF	\$ 3.00	=	\$ -		\$ -
Temporary Erosion Control Blanket		SY	\$ 3.00	=	\$ -		\$ -
Vehicle Tracking Control		EA	\$ 2,625.00	=	\$ -		\$ -
Silt Fence		LF	\$ 3.00	=	\$ -		\$ -
Temporary Seeding		AC	\$ 695.00	=	\$ -		\$ -
Temporary Mulch		AC	\$ 831.00	=	\$ -		\$ -
Erosion Bales		EA	\$ 28.00	=	\$ -		\$ -
Erosion Logs/Straw Wattles		LF	\$ 6.00	=	\$ -		\$ -
Rock Check Dams		EA	\$ 554.00	=	\$ -		\$ -
Inlet Protection		EA	\$ 185.00	=	\$ -		\$ -
Sediment Basin		EA	\$ 1,952.00	=	\$ -		\$ -
Concrete Washout Basin		EA	\$ 997.00	=	\$ -		\$ -
<i>[insert items not listed but part of construction plans]</i>							
MAINTENANCE (35% of Construction BMPs)					=	\$ -	\$ -
* - Subject to defect warranty financial assurance, A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)							
Section 1 Subtotal					=	\$ 150,000.00	\$ 150,000.00

SECTION 2 - PUBLIC IMPROVEMENTS *							
ROADWAY IMPROVEMENTS							
Construction Traffic Control	1	LS	\$ 5,000.00	=	\$ 5,000.00		\$ 5,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 31.00	=	\$ -		\$ -
Aggregate Base Course (135 lbs/cf)	3,047	CY	\$ 56.00	=	\$ 170,632.00		\$ 170,632.00
Asphalt Pavement (3" thick)		SY	\$ 16.00	=	\$ -		\$ -
Asphalt Pavement (4" thick)	13,646	SY	\$ 21.00	=	\$ 286,566.00		\$ 286,566.00
Asphalt Pavement (6" thick)		SY	\$ 32.00	=	\$ -		\$ -
Asphalt Pavement (147 lbs/cf) _" thick		Tons	\$ 97.00	=	\$ -		\$ -
Raised Median, Paved		SF	\$ 9.00	=	\$ -		\$ -
Regulatory Sign/Advisory Sign	9	EA	\$ 333.00	=	\$ 2,997.00		\$ 2,997.00
Guide/Street Name Sign	9	EA	\$ 400.00	=	\$ 3,600.00		\$ 3,600.00
Epoxy Pavement Marking		SF	\$ 15.00	=	\$ -		\$ -
Thermoplastic Pavement Marking		SF	\$ 26.00	=	\$ -		\$ -
Barricade - Type 3		EA	\$ 221.00	=	\$ -		\$ -
Delineator - Type I		EA	\$ 27.00	=	\$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	1,976	LF	\$ 32.00	=	\$ 63,232.00		\$ 63,232.00
Curb and Gutter, Type B (Median)		LF	\$ 32.00	=	\$ -		\$ -
Curb and Gutter, Type C (Ramp)	4,975	LF	\$ 32.00	=	\$ 159,200.00		\$ 159,200.00
4" Sidewalk (common areas only)		SY	\$ 53.00	=	\$ -		\$ -
5" Sidewalk		SY	\$ 66.00	=	\$ -		\$ -
6" Sidewalk	910	SY	\$ 80.00	=	\$ 72,800.00		\$ 72,800.00
8" Sidewalk		SY	\$ 106.00	=	\$ -		\$ -
Pedestrian Ramp	18	EA	\$ 1,273.00	=	\$ 22,914.00		\$ 22,914.00
Cross Pan, local (8" thick, 6' wide to include return)	560	LF	\$ 67.00	=	\$ 37,520.00		\$ 37,520.00
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 102.00	=	\$ -		\$ -
Curb Chase		EA	\$ 1,639.00	=	\$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 55.00	=	\$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 80.00	=	\$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,324.00	=	\$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 4,172.00	=	\$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 87.00	=	\$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 89.00	=	\$ -		\$ -
Electrical Conduit, Size =		LF	\$ 18.00	=	\$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 470,666	=	\$ -		\$ -

PROJECT INFORMATION

Homestead North Filing No. 1 12/8/2022 SF2213
 Project Name Date PCD File No.

Description	Quantity	Units	Unit Cost	=	\$	Total	(with Pre-Plat Construction)	
							% Complete	Remaining
<i>[insert items not listed but part of construction plans]</i>								
STORM DRAIN IMPROVEMENTS								
Concrete Box Culvert (M Standard), Size (W x H)		LF		=	\$	-		\$ -
18" Reinforced Concrete Pipe	824	LF	\$ 70.00	=	\$	57,680.00		\$ 57,680.00
24" Reinforced Concrete Pipe	1,538	LF	\$ 83.00	=	\$	127,654.00		\$ 127,654.00
30" Reinforced Concrete Pipe		LF	\$ 104.00	=	\$	-		\$ -
36" Reinforced Concrete Pipe	88	LF	\$ 128.00	=	\$	11,264.00		\$ 11,264.00
42" Reinforced Concrete Pipe		LF	\$ 171.00	=	\$	-		\$ -
48" Reinforced Concrete Pipe	292	LF	\$ 209.00	=	\$	61,028.00		\$ 61,028.00
54" Reinforced Concrete Pipe		LF	\$ 272.00	=	\$	-		\$ -
60" Reinforced Concrete Pipe	1,413	LF	\$ 319.00	=	\$	450,747.00		\$ 450,747.00
66" Reinforced Concrete Pipe		LF	\$ 368.00	=	\$	-		\$ -
72" Reinforced Concrete Pipe		LF	\$ 421.00	=	\$	-		\$ -
18" Corrugated Steel Pipe		LF	\$ 90.00	=	\$	-		\$ -
24" Corrugated Steel Pipe		LF	\$ 103.00	=	\$	-		\$ -
30" Corrugated Steel Pipe		LF	\$ 131.00	=	\$	-		\$ -
36" Corrugated Steel Pipe		LF	\$ 157.00	=	\$	-		\$ -
42" Corrugated Steel Pipe		LF	\$ 180.00	=	\$	-		\$ -
48" Corrugated Steel Pipe		LF	\$ 190.00	=	\$	-		\$ -
54" Corrugated Steel Pipe		LF	\$ 278.00	=	\$	-		\$ -
60" Corrugated Steel Pipe		LF	\$ 300.00	=	\$	-		\$ -
66" Corrugated Steel Pipe		LF	\$ 364.00	=	\$	-		\$ -
72" Corrugated Steel Pipe		LF	\$ 428.00	=	\$	-		\$ -
78" Corrugated Steel Pipe		LF	\$ 492.00	=	\$	-		\$ -
84" Corrugated Steel Pipe		LF	\$ 588.00	=	\$	-		\$ -
Flared End Section (FES) RCP Size = 48 <i>(unit cost = 6x pipe unit cost)</i>	1	EA	\$ 800.00	=	\$	800.00		\$ 800.00
Flared End Section (FES) CSP Size = <i>(unit cost = 6x pipe unit cost)</i>		EA		=	\$	-		\$ -
End Treatment- Headwall		EA		=	\$	-		\$ -
End Treatment- Wingwall		EA		=	\$	-		\$ -
End Treatment - Cutoff Wall		EA		=	\$	-		\$ -
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 6,138.00	=	\$	-		\$ -
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'	3	EA	\$ 7,981.00	=	\$	23,943.00		\$ 23,943.00
Curb Inlet (Type R) L =5', 10' ≤ Depth < 15'		EA	\$ 9,242.00	=	\$	-		\$ -
Curb Inlet (Type R) L =10', Depth < 5'		EA	\$ 8,447.00	=	\$	-		\$ -
Curb Inlet (Type R) L =10', 5' ≤ Depth < 10'	2	EA	\$ 8,706.00	=	\$	17,412.00		\$ 17,412.00
Curb Inlet (Type R) L =10', 10' ≤ Depth < 15'		EA	\$ 10,898.00	=	\$	-		\$ -
Curb Inlet (Type R) L =15', Depth < 5'		EA	\$ 10,984.00	=	\$	-		\$ -
Curb Inlet (Type R) L =15', 5' ≤ Depth < 10'	4	EA	\$ 11,775.00	=	\$	47,100.00		\$ 47,100.00
Curb Inlet (Type R) L =15', 10' ≤ Depth < 15'		EA	\$ 12,876.00	=	\$	-		\$ -
Curb Inlet (Type R) L =20', Depth < 5'		EA	\$ 11,706.00	=	\$	-		\$ -
Curb Inlet (Type R) L =20', 5' ≤ Depth < 10'	2	EA	\$ 12,920.00	=	\$	25,840.00		\$ 25,840.00
Grated Inlet (Type C), Depth < 5'		EA	\$ 5,138.00	=	\$	-		\$ -
Grated Inlet (Type D), Depth < 5'	4	EA	\$ 6,347.00	=	\$	25,388.00		\$ 25,388.00
Storm Sewer Manhole, Box Base	4	EA	\$ 12,876.00	=	\$	51,504.00		\$ 51,504.00
Storm Sewer Manhole, Slab Base	9	EA	\$ 7,082.00	=	\$	63,738.00		\$ 63,738.00
Geotextile (Erosion Control)		SY	\$ 7.00	=	\$	-		\$ -
Rip Rap, d50 size from 6" to 24"		Tons	\$ 89.00	=	\$	-		\$ -
Rip Rap, Grouted		Tons	\$ 105.00	=	\$	-		\$ -
Drainage Channel Construction, Size (W x H)		LF	\$ -	=	\$	-		\$ -
Drainage Channel Lining, Concrete		CY	\$ 631.00	=	\$	-		\$ -
Drainage Channel Lining, Rip Rap		CY	\$ 124.00	=	\$	-		\$ -
Drainage Channel Lining, Grass		AC	\$ 1,626.00	=	\$	-		\$ -
Drainage Channel Lining, Other Stabilization				=	\$	-		\$ -
<i>[insert items not listed but part of construction plans]</i>								
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)								
Section 2 Subtotal						=	\$ 1,788,559.00	\$ 1,788,559.00

PROJECT INFORMATION						
Homestead North Filing No. 1	12/8/2022		SF2213			
Project Name	Date		PCD File No.			
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
Total Construction Financial Assurance						\$ 3,012,158.00
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)						\$ 3,012,158.00
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance						\$ 387,711.80
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.



Engineer (P.E. Seal Required)



Approved by Owner / Applicant

Approved by El Paso County Engineer / ECM Administrator



12/08/2022

Date

APPROVED
Engineering Department

12/15/2022 7:33:55 AM
dsdnijkamp

EPC Planning & Community

Conditions:

1. The FAE and ESQCP for pre-development site grading under SP-20-008 shall remain open until completion of this subdivision.

**Financial Assurance Estimate Exhibit B:
Exhibit B – Briargate Parkway Segment**

2023 Financial Assurance Estimate Form
(with pre-plate construction)

Updated: 12/8/2022

PROJECT INFORMATION			
Briargate Parkway (Vollmer-Wheatland) CDR 221	3/9/2023	SF2213	
Project Name	Date	PCD File No.	

SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plate Construction) % Complete	Remaining
Earthwork						
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$ -		\$ -
1,000-5,000; \$8,000 min	4,518	CY	\$ 6.00	= \$ 27,108.00		\$ 27,108.00
5,001-20,000; \$30,000 min		CY	\$ 5.00	= \$ -		\$ -
20,001-50,000; \$100,000 min		CY	\$ 3.50	= \$ -		\$ -
50,001-200,000; \$175,000 min		CY	\$ 2.50	= \$ -		\$ -
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$ -		\$ -
Permanent Erosion Control Blanket		SY	\$ 8.00	= \$ -		\$ -
Permanent Seeding (inc. noxious weed mgmt.) & Mulching		AC	\$ 1,875.00	= \$ -		\$ -
Permanent Pond/BMP (provide engineer's estimate)		EA		= \$ -		\$ -
Concrete Washout Basin		EA	\$ 1,089.00	= \$ -		\$ -
Inlet Protection		EA	\$ 202.00	= \$ -		\$ -
Rock Check Dam		EA	\$ 605.00	= \$ -		\$ -
Safety Fence		LF	\$ 3.00	= \$ -		\$ -
Sediment Basin		EA	\$ 2,132.00	= \$ -		\$ -
Sediment Trap		EA	\$ 500.00	= \$ -		\$ -
Silt Fence		LF	\$ 3.00	= \$ -		\$ -
Slope Drain		LF	\$ 40.00	= \$ -		\$ -
Straw Bale		EA	\$ 31.00	= \$ -		\$ -
Straw Wattle/Rock Sock		LF	\$ 7.00	= \$ -		\$ -
Surface Roughening		AC	\$ 250.00	= \$ -		\$ -
Temporary Erosion Control Blanket		SY	\$ 3.00	= \$ -		\$ -
Temporary Seeding and Mulching		AC	\$ 1,666.00	= \$ -		\$ -
Vehicle Tracking Control		EA	\$ 2,867.00	= \$ -		\$ -
<i>[insert items not listed but part of construction plans]</i>				= \$ -		\$ -
MAINTENANCE (35% of Construction BMPs)				= \$ -		\$ -
Section 1 Subtotal				= \$ 27,108.00		\$ 27,108.00

* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED).

SECTION 2 - PUBLIC IMPROVEMENTS *						
ROADWAY IMPROVEMENTS						
Description	Quantity	Units	Unit Cost	Total	% Complete	Remaining
Construction Traffic Control	1	LS	\$ 10,000.00	= \$ 10,000.00		\$ 10,000.00
Aggregate Base Course (135 lbs/cf)		Tons	\$ 34.00	= \$ -		\$ -
Aggregate Base Course (135 lbs/cf)	2,276	CY	\$ 61.00	= \$ 138,836.00		\$ 138,836.00
Asphalt Pavement (3" thick)		SY	\$ 17.00	= \$ -		\$ -
Asphalt Pavement (4" thick)		SY	\$ 23.00	= \$ -		\$ -
Asphalt Pavement (6" thick)	9,106	SY	\$ 35.00	= \$ 318,710.00		\$ 318,710.00
Asphalt Pavement (147 lbs/cf) ___" thick		Tons	\$ 106.00	= \$ -		\$ -
Raised Median, Paved		SF	\$ 10.00	= \$ -		\$ -
Regulatory Sign/Advisory Sign	11	EA	\$ 364.00	= \$ 4,004.00		\$ 4,004.00
Guide/Street Name Sign	4	EA	\$ 437.00	= \$ 1,748.00		\$ 1,748.00
Epoxy Pavement Marking	2,651	SF	\$ 16.00	= \$ 42,416.00		\$ 42,416.00
Thermoplastic Pavement Marking	115	SF	\$ 28.00	= \$ 3,220.00		\$ 3,220.00
Barricade - Type 3		EA	\$ 241.00	= \$ -		\$ -
Delinicator - Type 1		EA	\$ 29.00	= \$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	1,718	LF	\$ 35.00	= \$ 60,130.00	30.00%	\$ 42,091.00
Curb and Gutter, Type B (Median)	1,166	LF	\$ 35.00	= \$ 40,810.00		\$ 40,810.00
Curb and Gutter, Type C (Ramp)		LF	\$ 35.00	= \$ -		\$ -
4" Sidewalk (common areas only)		SY	\$ 58.00	= \$ -		\$ -
5" Sidewalk	1,247	SY	\$ 72.00	= \$ 89,784.00		\$ 89,784.00
6" Sidewalk		SY	\$ 87.00	= \$ -		\$ -
8" Sidewalk		SY	\$ 116.00	= \$ -		\$ -
Pedestrian Ramp	9	EA	\$ 1,390.00	= \$ 12,510.00		\$ 12,510.00
Cross Pan, local (8" thick, 6' wide to include return)		LF	\$ 73.00	= \$ -		\$ -
Cross Pan, collector (9" thick, 8' wide to include return)	215	LF	\$ 111.00	= \$ 23,865.00		\$ 23,865.00
Curb Opening with Drainage Chase		EA	\$ 1,790.00	= \$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 60.00	= \$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 87.00	= \$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,538.00	= \$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 4,556.00	= \$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 95.00	= \$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 97.00	= \$ -		\$ -
Electrical Conduit, Size =		LF	\$ 20.00	= \$ -		\$ -
Traffic Signal, (provide engineer's estimate)		EA		= \$ -		\$ -

PROJECT INFORMATION

Briargate Parkway (Vollmer-Wheatland) CDR 221

3/9/2023

SF2213

Project Name

Date

PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
<i>[insert items not listed but part of construction plans]</i>				= \$		\$
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF		= \$		\$
18" Reinforced Concrete Pipe		LF	\$ 76.00	= \$		\$
24" Reinforced Concrete Pipe		LF	\$ 91.00	= \$		\$
30" Reinforced Concrete Pipe		LF	\$ 114.00	= \$		\$
36" Reinforced Concrete Pipe		LF	\$ 140.00	= \$		\$
42" Reinforced Concrete Pipe		LF	\$ 187.00	= \$		\$
48" Reinforced Concrete Pipe		LF	\$ 228.00	= \$		\$
54" Reinforced Concrete Pipe		LF	\$ 297.00	= \$		\$
60" Reinforced Concrete Pipe		LF	\$ 348.00	= \$		\$
66" Reinforced Concrete Pipe		LF	\$ 402.00	= \$		\$
72" Reinforced Concrete Pipe		LF	\$ 460.00	= \$		\$
18" Corrugated Steel Pipe		LF	\$ 98.00	= \$		\$
24" Corrugated Steel Pipe		LF	\$ 112.00	= \$		\$
30" Corrugated Steel Pipe		LF	\$ 143.00	= \$		\$
36" Corrugated Steel Pipe		LF	\$ 171.00	= \$		\$
42" Corrugated Steel Pipe		LF	\$ 197.00	= \$		\$
48" Corrugated Steel Pipe		LF	\$ 207.00	= \$		\$
54" Corrugated Steel Pipe		LF	\$ 304.00	= \$		\$
60" Corrugated Steel Pipe		LF	\$ 328.00	= \$		\$
66" Corrugated Steel Pipe		LF	\$ 397.00	= \$		\$
72" Corrugated Steel Pipe		LF	\$ 467.00	= \$		\$
78" Corrugated Steel Pipe		LF	\$ 537.00	= \$		\$
84" Corrugated Steel Pipe		LF	\$ 642.00	= \$		\$
Flared End Section (FES) RCP Size =		EA		= \$		\$
<i>(unit cost = 6x pipe unit cost)</i>						
Flared End Section (FES) CSP Size =		EA		= \$		\$
<i>(unit cost = 6x pipe unit cost)</i>						
End Treatment- Headwall		EA		= \$		\$
End Treatment- Wingwall		EA		= \$		\$
End Treatment - Cutoff Wall		EA		= \$		\$
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 6,703.00	= \$		\$
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 8,715.00	= \$		\$
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 10,092.00	= \$		\$
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 9,224.00	= \$		\$
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 9,507.00	= \$		\$
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 11,901.00	= \$		\$
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 11,995.00	= \$		\$
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 12,858.00	= \$		\$
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 14,061.00	= \$		\$
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 12,783.00	= \$		\$
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 14,109.00	= \$		\$
Grated Inlet (Type C), Depth < 5'		EA	\$ 5,611.00	= \$		\$
Grated Inlet (Type D), Depth < 5'		EA	\$ 6,931.00	= \$		\$
Storm Sewer Manhole, Box Base		EA	\$ 14,061.00	= \$		\$
Storm Sewer Manhole, Slab Base		EA	\$ 7,734.00	= \$		\$
Geotextile (Erosion Control)		SY	\$ 8.00	= \$		\$
Rip Rap, d50 size from 6" to 24"		Tons	\$ 97.00	= \$		\$
Rip Rap, Grouted		Tons	\$ 115.00	= \$		\$
Drainage Channel Construction, Size (W x H)		LF		= \$		\$
Drainage Channel Lining, Concrete		CY	\$ 689.00	= \$		\$
Drainage Channel Lining, Rip Rap		CY	\$ 135.00	= \$		\$
Drainage Channel Lining, Grass		AC	\$ 1,776.00	= \$		\$
Drainage Channel Lining, Other Stabilization				= \$		\$
<i>[insert items not listed but part of construction plans]</i>				= \$		\$
<i>* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)</i>						
Section 2 Subtotal				= \$ 746,033.00		\$ 727,994.00

PROJECT INFORMATION

Briargate Parkway (Vollmer-Wheatland) CDR 221

3/9/2023

SF2213

Project Name

Date

PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**						
ROADWAY IMPROVEMENTS						
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
STORM DRAIN IMPROVEMENTS (Exception Permanent Pond/BMP shall be itemized under Section 1)						
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
				= \$	-	\$ -
WATER SYSTEM IMPROVEMENTS						
Water Main Pipe (PVC), Size 8"	775	LF	\$ 78.00	= \$	60,450.00	\$ 60,450.00
Water Main Pipe (Ductile Iron), Size 8"		LF	\$ 91.00	= \$	-	\$ -
Gate Valves, 8"		EA	\$ 2,247.00	= \$	-	\$ -
Fire Hydrant Assembly, w/ all valves		EA	\$ 7,978.00	= \$	-	\$ -
Water Service Line Installation, inc. tap and valves		EA	\$ 1,601.00	= \$	-	\$ -
Fire Cistem Installation, complete		EA		= \$	-	\$ -
				= \$	-	\$ -
<i>[insert items not listed but part of construction plans]</i>						
SANITARY SEWER IMPROVEMENTS						
Sewer Main Pipe (PVC), Size 8"	782	LF	\$ 78.00	= \$	60,996.00	\$ 60,996.00
Sanitary Sewer Manhole, Depth < 15 feet	2	EA	\$ 5,305.00	= \$	10,610.00	\$ 10,610.00
Sanitary Service Line Installation, complete		EA	\$ 1,696.00	= \$	-	\$ -
Sanitary Sewer Lift Station, complete		EA		= \$	-	\$ -
				= \$	-	\$ -
<i>[insert items not listed but part of construction plans]</i>						
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)						
		EA		= \$	-	\$ -
		EA		= \$	-	\$ -
		EA		= \$	-	\$ -
		EA		= \$	-	\$ -
		EA		= \$	-	\$ -
		EA		= \$	-	\$ -
Section 3 Subtotal				= \$	132,056.00	\$ 132,056.00

** Section 3 is not subject to defect warranty requirements

PROJECT INFORMATION						
Briargate Parkway (Vollmer-Wheatland) CDR 221			3/9/2023		SF2213	
Project Name			Date		PCD File No.	
Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	\$ 10,000.00	= \$ 10,000.00	\$	10,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS		= \$	\$	
Total Construction Financial Assurance					\$	915,197.00
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	897,158.00
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	154,628.20
(20% of all items identified as (*) To be collateralized at time of preliminary acceptance)						

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

Mik Burkett

Engineer (P.E. Seal Required)

Janet McCoy

Approved by Owner / Applicant

Approved by El Paso County Engineer / ECM Administrator

3/21/2023

Date

Approved

By: Elizabeth Nijkamp, PE
Date: 04/11/2023
El Paso County Department of Public Works



- * Conditions:
1. Construction drawings for the segment of Briargate Parkway from Vollmer Road to Wheatland Drive (to which this FAE applies) shall be approved prior to issuance of any building permit in Homestead North at Sterling Ranch.

**Financial Assurance Estimate Exhibit C:
Exhibit C – Briargate Parkway Bridge**

Description	Quantity	Units	Unit Cost	Total	(with Pre-Bid Construction)	
					% Complete	Remaining
58S Bridge	1	EA	\$ 750,000.00	= \$ 750,000.00		\$ 750,000.00
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF	= \$	-		\$ -
18" Reinforced Concrete Pipe		LF	\$ 67.00	= \$		-
24" Reinforced Concrete Pipe		LF	\$ 81.00	= \$		-
30" Reinforced Concrete Pipe		LF	\$ 100.00	= \$		-
36" Reinforced Concrete Pipe		LF	\$ 124.00	= \$		-
42" Reinforced Concrete Pipe		LF	\$ 166.00	= \$		-
48" Reinforced Concrete Pipe		LF	\$ 202.00	= \$		-
54" Reinforced Concrete Pipe		LF	\$ 254.00	= \$		-
60" Reinforced Concrete Pipe		LF	\$ 298.00	= \$		-
66" Reinforced Concrete Pipe		LF	\$ 344.00	= \$		-
72" Reinforced Concrete Pipe		LF	\$ 393.00	= \$		-
18" Corrugated Steel Pipe		LF	\$ 87.00	= \$		-
24" Corrugated Steel Pipe		LF	\$ 99.00	= \$		-
30" Corrugated Steel Pipe		LF	\$ 126.00	= \$		-
36" Corrugated Steel Pipe		LF	\$ 152.00	= \$		-
42" Corrugated Steel Pipe		LF	\$ 174.00	= \$		-
48" Corrugated Steel Pipe		LF	\$ 184.00	= \$		-
54" Corrugated Steel Pipe		LF	\$ 269.00	= \$		-
60" Corrugated Steel Pipe		LF	\$ 290.00	= \$		-
66" Corrugated Steel Pipe		LF	\$ 352.00	= \$		-
72" Corrugated Steel Pipe		LF	\$ 414.00	= \$		-
78" Corrugated Steel Pipe		LF	\$ 476.00	= \$		-
84" Corrugated Steel Pipe		LF	\$ 569.00	= \$		-
Flared End Section (FES) RCP Size =		EA	= \$	-		-
Flared End Section (FES) CSP Size =		EA	= \$	-		-
End Treatment- Headwall		EA	= \$	-		-
End Treatment- Wingwall		EA	= \$	-		-
End Treatment - Cutoff Wall		EA	= \$	-		-
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,736.00	= \$		-
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,440.00	= \$		-
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,637.00	= \$		-
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,894.00	= \$		-
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 8,136.00	= \$		-
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 10,185.00	= \$		-
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 10,265.00	= \$		-
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 11,005.00	= \$		-
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 12,034.00	= \$		-
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,940.00	= \$		-
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 12,075.00	= \$		-
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,802.00	= \$		-
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,932.00	= \$		-
Storm Sewer Manhole, Box Base		EA	\$ 12,034.00	= \$		-
Storm Sewer Manhole, Slab Base		EA	\$ 6,619.00	= \$		-
Geotextile (Erosion Control)		SY	\$ 6.20	= \$		-
Type M Soil Rip Rap, d50=12"	980	CY	\$ 85.00	= \$ 83,300.00		\$ 83,300.00
Type M Void-Filled Rip Rap, d50=12"	740	CY	\$ 100.00	= \$ 74,000.00		\$ 74,000.00
Drainage Channel Construction, Size (W x H)		LF	= \$	-		-
Drainage Channel Lining, Concrete		CY	\$ 590.00	= \$		-
Drainage Channel Lining, Rip Rap		CY	\$ 116.00	= \$		-
Drainage Channel Lining, Grass		AC	\$ 1,520.00	= \$		-
Drainage Channel Lining, Other Stabilization			= \$	-		-
Concrete Grade Control Structure	38	CY	\$ 800.00	= \$ 30,400.00		\$ 30,400.00
				= \$		-
Section 2 Subtotal				= \$ 1,059,798.00		\$ 1,059,798.00

PROJECT INFORMATION		
Briargate Bridge at Sand Creek at Sterling Ranch	4/28/2022	CDR-21-013
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BMPs)		LS	\$ 7,500.00	= \$ 7,500.00	\$	7,500.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS		=	\$	-
Total Construction Financial Assurance					\$	1,546,676.98
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	1,546,676.98
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	213,720.10
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals

I hereby certify that this is a true and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.



Engineer (P.E. Seal Required)

[Signature]

Date: 6/30/2022

Approved by Owner / Applicant

[Signature]

APPROVED

Engineering Department

6/30/2022 12:11 PM

El Paso County

Engineering & Generality Development Department

Approved by El Paso County Engineer / ECM Administrator