

**DEVELOPMENT AGREEMENT**  
**(Erie Highlands Filing No. 14 and Filing No. 15)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the TOWN OF ERIE, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and CLAYTON PROPERTIES GROUP II, INC. d/b/a OAKWOOD HOMES, as the successor to Oakwood Homes LLC, a Colorado corporation with an address of 4908 Tower Road, Denver, CO 80249 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer is the owner of the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Developer is developing the Property as part of the larger Erie Highlands development (the "Development"), which Development is subject to a Master Pre-Development Agreement recorded September 10, 2014 at Reception No. 4044917 in the office of the Weld County Clerk and Recorder (the "Pre-Development Agreement");

WHEREAS, this Agreement relates to two filings in the Development, Filing No. 14 ("Filing 14") and Filing No. 15 ("Filing 15");

WHEREAS, Developer has filed an application for approval of a final plat for Filing 14 and a final plat for Filing 15 (each a "Final Plat" and collectively the "Final Plats"); and

WHEREAS, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Project, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the Improvements for Filing 14 and Filing 15. All conditions in this Agreement are in addition to any requirements of the Erie Municipal Code (the "Code"), state law and other Town ordinances, and are not intended to supersede any requirements contained therein.
2. District. The Town acknowledges that Developer has formed the Erie Highlands Metropolitan district (the "District") for the purpose of providing facilities and services for the Development, either independently or as Developer's designee under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by or on behalf of the District, provided that

the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

3. Construction of Improvements.

a. *General.* Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement.

b. *Deadline.* All Improvements shall receive Initial Acceptance pursuant to Section 5 hereof on or before October 31, 2022.

c. *Construction Standards.* Developer shall construct the Improvements in accordance with plans and specifications approved by the Town, as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed by the State of Colorado.

d. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. If the application is complete and complies with the approved plans and the Standards, the Town will issue the PIP. Developer shall reimburse the Town for any expenses incurred by the Town for consultant review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage improvement plans by the issuance of the PIP.

e. *Testing and Inspection.* Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the approved plans or Standards shall be repaired or removed and replaced at Developer's expense.

f. *Rights-of-way and Easements.* Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

g. *Permits.* Developer shall, at its own cost, obtain the following permits, as applicable:

- i. Any permits required by the United States Corps of Engineers;
  - ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity.
  - iii. Town Grading and Stormwater Quality Permit.
  - iv. Air Quality Permit.
- h. *As-Built Drawings.* Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.
- i. *Applicable Law.* Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. Specific Improvements. Developer shall cause to be constructed or furnished and installed, at Developer's own expense and in conformance with Town-approved plans and Standards, all of the following Improvements:

- a. *Streets and Sidewalks.* Developer shall construct all required street and sidewalk improvements in conformance with the drawings, plans and specifications accepted by the Town and in accordance with the PIP.
- b. *Signs and Striping.* Developer shall install street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as amended, and other applicable legal requirements.
- c. *Street Lights.* Developer shall install street lights, of a type and in accordance with plans approved by the Town, to be installed by Xcel Energy concurrently with the construction of the streets on which they are located.

d. *Water.* Developer shall install all required water mains, lines, and appurtenances. Developer shall pay raw water dedication fees for all permanently irrigated tracts and rights-of-way prior to the installation of landscaping in said tracts and rights-of-way. Native seeded areas not permanently irrigated may be temporarily irrigated until establishment without paying raw water dedication fees, for a period not to exceed 2 years.

e. *Wastewater.* Developer shall install all required sewer lines and appurtenances.

f. *Drainage Facilities.* Developer shall install all required drainage facilities, in compliance with Urban Drainage and Flood Control District design standards.

g. *Landscaping.* Developer shall install required landscaping, structures, trails and sidewalks improvements in accordance with a Town-approved landscape plan.

h. *Utilities.* Developer shall install all on-site and off-site electric, natural gas, telephone, cable other utilities, underground as required by the Code.

i. *Fencing.* Developer shall install fencing in accordance with the PUD and the Code. Fencing adjacent to parks and open space shall be limited to low (4') open (50%) fencing. The finished side of the fence shall face the open space.

5. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide timely written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance.* At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide timely written notice to Developer of the repairs, replacements, construction or other work required to receive Final Acceptance. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Final Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance. Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the warranty period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

6. Phasing.

a. *Phasing Plan.* The Development shall be constructed in phases in accordance with **Exhibit C**, attached hereto and incorporated herein by this reference (the "Phasing Plan").

b. *Building Permits.* Prior to the issuance of any building permits for a Phase, all of the following Improvements shall be installed in such Phase and shall have received preliminary approval from the Town: streets (other than the WCR 5 Improvements, as defined below), street signage, water, wastewater, drainage facilities and streetlights. Preliminary approval requires a finding by the Town Engineer that such Improvements are safe to be used during construction, but preliminary approval shall not constitute the Town's acceptance of any Improvements, which is governed by Section 5 hereof.

c. *Weld County Road 5 Improvements.* The Improvements to the western half of Weld County Road 5 ("WCR 5") required by Section 9 of the Pre-Development Agreement (the "WCR 5 Improvements") will encroach on a portion of the Property subject to a pipeline easement benefiting Western Midstream, a/k/a Kerr-McGee Gathering a/k/a Occidental Petroleum Corporation, as successor-in-interest to KN Front Range Gathering Company (the "Easement Holder"). The Parties acknowledge that, to allow Developer time to enter into a pipeline relocation agreement with the Easement Holder (the "Pipeline Relocation Agreement"), the WCR 5 Improvements will be performed in Phase IV. Notwithstanding anything else to the contrary, the Parties acknowledge that no building permits shall be issued for Filing 15 until the Pipeline Relocation Agreement has been executed and a copy provided to the Town, but that building permits will be issued in Filing 14.

7. Maintenance.

a. *Improvements.* Unless dedicated to and accepted by the Town for maintenance, all Improvements shall be maintained by Developer. If Developer wishes to transfer maintenance

obligations for any of the Improvements to the District or any other entity, including an owners' association, Developer and such other entity shall enter into a written maintenance agreement with the Town. The maintenance agreement shall be executed prior to Final Acceptance.

b. *Vacant Lots.* Developer shall be responsible for landscaping maintenance, including weed control, on all vacant lots until such time as the lot is developed and conveyed to an individual owner.

8. Improvement Guarantee.

a. *Amount and Timing.* To secure the construction and installation of the Improvements, Developer shall provide one or more letters of credit or cash surety deposits to 115% of the total costs listed in **Exhibit B** (the "Improvement Guarantee"), which shall be split into two, one for Filing 14 (the "Filing 14 Guarantee") and one for Filing 15 (the "Filing 15 Guarantee"). Developer shall not commence construction on Filing 14, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Filing 14 Guarantee. Developer shall not commence construction on Filing 15, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Filing 15 Guarantee.

b. *Draw.* If the Improvements are not constructed or completed within the period of time specified herein, the Town may draw on the Improvement Guarantee to complete the Improvements. If any Improvement Guarantee is to expire within 14 days and Developer has not yet provided a satisfactory replacement, or completed the applicable Improvements, the Town may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate. If the Town has drawn on an Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 days of a request by Developer.

c. *Reduction.* Upon Initial Acceptance of the Improvements for Filing 14, the Filing 14 Guarantee may be reduced to the amount of 25% of the total actual cost of construction and installation of the Improvements for Filing 14. Upon Initial Acceptance of the Improvements for Filing 15, the Filing 15 Guarantee may be reduced to the amount of 25% of the total actual cost of construction and installation of the Improvements for Filing 15. The reduced Improvement Guarantees shall be held by the Town during the 2-year warranty period.

9. Reimbursements.

a. *To the Town.* Prior to the issuance of any building permits for each Phase, Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit that Phase. The amounts shall be as follows:

i. For connection to the Coal Creek Sanitary Sewer Interceptor line constructed by the Town, \$55.00 per single-family equivalent ("SFE"), or \$3,300.00 (60 SFE x \$55.00) for Filing 14 and \$2,365.00 (43 SFE x \$55.00) for Filing 15.

ii. For connection to the North Water Reclamation Facility Interceptor line constructed by the Town, \$410.00 per SFE, or \$24,600.00 (60 SFE x \$410.00) for Filing 14 and \$17,630.00 (43 SFE x \$410.00) for Filing 15.

b. *To Developer.* The reimbursements due from Developer shall be offset by the following reimbursements from the Town to Developer: \$100,823.50 as reimbursement for the difference in cost between a 12" water line and the 16" water line.

10. Fees and Dedications.

a. *Open Space and Park Land Dedication.* The Town and Developer acknowledge that, upon recording of the Final Plats, Developer shall be deemed to have fully satisfied all open space and trail dedication requirements under the Code for the Development.

b. *Park Fees.* On November 12, 2019, Developer and the Town entered into a Neighborhood Park Agreement. The Parties agree that the Neighborhood Park Agreement satisfies Developer's obligations under Code § 10.6.3.B.7.

c. *Median Fees.* In lieu of constructing medians required for the Development, Developer shall pay a fee to the Town of \$134,595, which fee shall be paid within 7 days of the Effective Date.

11. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Improvements (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to Claims. In addition, Developer shall pay all property taxes on property underlying the Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

12. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, and other than the Easement Holder's current objections related to the WCR 5 Improvements, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor,

to the best of Developer's knowledge, and other than the Easement Holder's current objections related to the WCR 5 Improvements, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

13. Vested Rights. Each Final Plat constitutes a separate site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 3 of Title 9 of the Erie Municipal Code, and shall create vested property rights for 3 years from the date of approval of the Final Plat, provided that all required procedures are followed. Each Final Plat shall include the language required by C.R.S. § 24-68-102(4)(a). Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

14. Breach.

a. *Remedies*. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the security given for the completion of the Improvements be paid or honored; or
- iv. Any other remedy available at law or in equity.

b. *Notice*. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

c. *Nature of Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

15. Miscellaneous.

a. *Assignment*. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Weld County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Recordation.* This Agreement shall be recorded in the real estate records of the Boulder County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_  
Jennifer Carroll, Mayor



## **EXHIBITS LIST**

**EXHIBIT A** – Legal Description

**EXHIBIT B** – Improvements

**EXHIBIT C** – Phasing Plan

**EXHIBIT A**  
**Legal Description**

**ERIE HIGHLANDS FILING NO. 14**

**LEGAL DESCRIPTION**

TRACTS K AND L, ERIE HIGHLANDS FILING NO. 11 AS RECORDED APRIL 6, 2017 UNDER RECEPTION NO. 4291875 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE AND BEING LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

**ERIE HIGHLANDS FILING NO. 15**

**LEGAL DESCRIPTION**

TRACT K, ERIE HIGHLANDS FILING NO. 14, AS RECORDED UNDER RECEPTION NO. \_\_\_\_\_ OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE AND BEING LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

# EXHIBIT B Improvements



## EXHIBIT B

CORE Project #17-027  
1/27/2020  
JRS

### PUBLIC IMPROVEMENT SCHEDULE

Page 1 of 2

**Engineers Opinion of Probable Cost to Finish  
for  
Erie Highlands Filing 14  
(Includes curb returns of intersecting streets)**

	Quantity	Units	Unit Cost	Total
<b>Street Costs</b>				
H.B.P. 5.5' Full Depth, Local Streets	5,302	SY	\$20.00	\$106,040.76
H.B.P. 7' Full Depth, Collector	16,634	SY	\$23.00	\$382,581.93
H.B.P. 9' Full Depth, Minor Arterial	4,695	SY	\$26.00	\$122,078.35
Subgrade Prep.	26,631	SY	\$2.75	\$73,236.23
Curb, Gutter	11,395	LF	\$12.00	\$136,739.99
5' Detached Sidewalks	38,351	SF	\$2.50	\$95,877.56
6' Trail	1,505	SF	\$2.50	\$3,761.30
8' Trail	29,798	SF	\$2.50	\$74,495.89
Street Lights	34	EA	\$2,500.00	\$85,000.00
<b>Sanitary</b>				
8" Sanitary	7,126	LF	\$23.00	\$163,891.55
12" Sanitary	141	LF	\$30.00	\$4,218.82
4" Manholes	39	EA	\$2,500.00	\$97,500.00
4" Sanitary Services	125	EA	\$750.00	\$93,750.00
6" Sanitary Services	8	EA	\$1,000.00	\$8,000.00
<b>Water</b>				
8" Water line	1,846	LF	\$25.00	\$46,152.72
8" Valves	11	EA	\$1,300.00	\$14,300.00
12" Water Line	3,685	LF	\$52.00	\$191,620.00
12" Valves	19	EA	\$2,800.00	\$53,200.00
8"x6" Reducer	1	EA	\$1,900.00	\$1,900.00
Tees/Cross	10	EA	\$1,000.00	\$10,000.00
Bends	16	EA	\$350.00	\$5,600.00
Fire Hydrants	5	EA	\$3,600.00	\$18,000.00
Air Release Valve	5	EA	\$2,680.00	\$13,400.00
Temp. BO	10	EA	\$1,300.00	\$13,000.00
Water Services 3/4" Type "K"CU	52	EA	\$1,300.00	\$67,600.00
Water Services 1.5" Type "K"CU	8	EA	\$1,800.00	\$14,400.00



EXHIBIT B

CORE Project #17-027  
12/7/2020  
JRS

PUBLIC IMPROVEMENT SCHEDULE

Page 2 of 2

	Quantity	Units	Unit Cost	Total
12" Water (Westerly Connections on West County Road 5)				
Asphalt Remove & Replace for 12" Stub-Out	888	SF	\$54.00	\$37,984.00
Traffic Control for WCR5 12"	8	DAYS	\$2,650.00	\$15,900.00
Storm Sewer				
18" RCP	1,289	LF	\$45.00	\$58,012.78
24" RCP	1,270	LF	\$82.00	\$76,780.21
36" RCP	2,482	LF	\$70.00	\$173,733.23
36" RCP	118	LF	\$90.00	\$10,647.90
42" RCP	24	LF	\$105.00	\$2,520.00
4" Storm Manholes	20	EA	\$3,000.00	\$60,000.00
5" Storm Manholes	12	EA	\$3,250.00	\$39,000.00
6" Storm Manholes	3	EA	\$4,150.00	\$12,450.00
Type D Inlet	1	EA	\$5,285.00	\$5,285.00
18" FES	3	EA	\$575.00	\$1,725.00
5" Type R Inlet	3	EA	\$4,000.00	\$12,000.00
10" Type R Inlet	5	EA	\$4,800.00	\$23,000.00
15" Type R Inlet	9	EA	\$5,100.00	\$45,900.00
Landscape				
Trees	799	EA	\$375.00	\$74,829.00
Shrubs	881	EA	\$25.00	\$22,029.00
Grasses	407	EA	\$8.00	\$3,256.00
Perennials	759	EA	\$18.00	\$13,662.00
Sod	88,208	SF	\$2.10	\$185,032.80
Native	1,039,827	SF	\$0.10	\$103,982.70
Irrigation				
Irrigation Controller	1	EA	\$15,100.00	\$15,100.00
Wireless Rain/Freeze Sensor	1	EA	\$190.00	\$190.00
Two-Wire Surge Arrester	22	EA	\$440.00	\$9,680.00
Two-Wire Cable	8,530	LF	\$1.25	\$10,662.50
Backflow Preventer	1	EA	\$9,500.00	\$9,500.00
Copper Piping - 2" dia	60	LF	\$25.00	\$1,500.00
8" Pop-up Spray Head	1,344	EA	\$38.00	\$51,072.00
8" Hi-pop Head w/ Rotary Nozzle	18	EA	\$43.00	\$774.00
12" Hi-pop Spray Head	28	EA	\$45.00	\$1,260.00
12" Hi-pop Head w/ Rotary Nozzle	173	EA	\$50.00	\$8,650.00
12" Hi-pop Gear Driven Rotar	129	EA	\$65.00	\$8,385.00
Root Washing System	142	EA	\$60.00	\$8,520.00
1" Drop Valve Assembly	17	EA	\$725.00	\$12,325.00
Drop Line Blow-Out Stub	35	EA	\$67.00	\$2,345.00
Poly Dip Tubing	5,520	LF	\$1.75	\$9,660.00
Drop Emitters	2,250	EA	\$3.70	\$8,075.00
Master Valve	1	EA	\$800.00	\$800.00
Gate Valve - 2-1/2" dia.	4	EA	\$400.00	\$1,600.00
Gate Valve - 3" dia.	3	EA	\$450.00	\$1,350.00
Gate Valve - 4" dia.	4	EA	\$575.00	\$2,300.00
Gate Valve - 6" dia.	11	EA	\$850.00	\$7,150.00
Manual Drain Valve	2	EA	\$150.00	\$300.00
Quick Coupling Valve	18	EA	\$270.00	\$4,860.00
Electric Control Valve - 1" dia	39	EA	\$280.00	\$10,920.00
Electric Control Valve - 1 1/2" dia	65	EA	\$710.00	\$46,150.00
Flow Sensor	1	EA	\$1,250.00	\$1,250.00
PVC Manhole w/ Rings and restrictor - 8" dia	3,435	LF	\$25.00	\$85,875.00
PVC Manhole w/ Rings and restrictor - 4" dia	510	LF	\$18.00	\$9,180.00
PVC Manhole w/ Rings and restrictor - 3" dia	3,710	LF	\$15.00	\$55,650.00
PVC Manhole w/ Rings - 2 1/2" dia	1,380	LF	\$8.00	\$11,040.00
PVC Lateral - 2 1/2" dia	80	LF	\$6.00	\$480.00
PVC Lateral - 2" dia	1,520	LF	\$4.50	\$6,840.00
PVC Lateral - 1 1/2" dia	2,750	LF	\$3.20	\$8,800.00
PVC Lateral - 1" dia	20,840	LF	\$3.20	\$66,688.00
Sleeve 12" dia	280	LF	\$35.00	\$9,800.00
Sleeve 8" dia	70	LF	\$28.00	\$1,960.00
Sleeve 6" dia	370	LF	\$15.00	\$5,550.00
Sleeve 4" dia	280	LF	\$10.00	\$2,800.00
Sleeve 2" dia	1,275	LF	\$4.00	\$5,100.00
Booster Pump	1	EA	\$35,000.00	\$35,000.00
Water Meter	1	EA	\$3,500.00	\$3,500.00
			<b>Subtotal</b>	<b>\$3,378,076.84</b>

Phase Subtotal = \$3,370,076.84  
10% Contingency = \$337,007.68

**TOTAL = \$3,707,084.33**

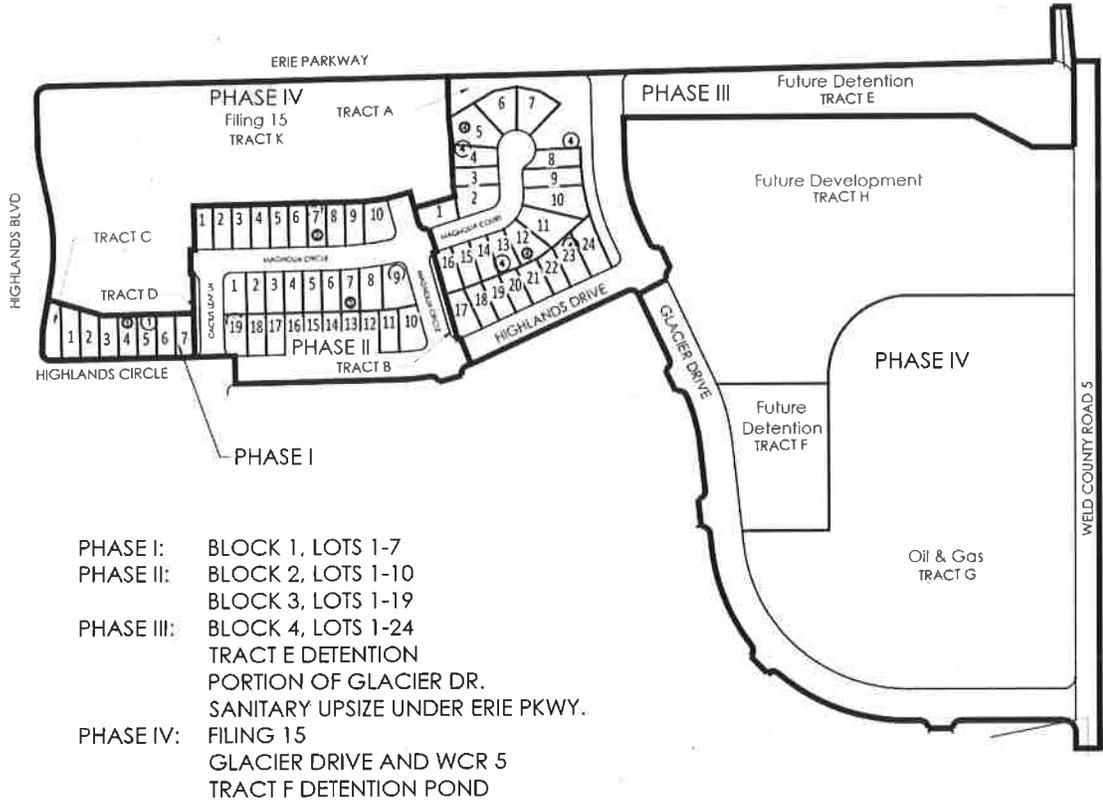
PUBLIC IMPROVEMENT SCHEDULE

**Engineers Opinion of Probable Cost to Finish  
for  
Erie Highlands Filing 15  
(Includes curb returns of intersecting streets)**

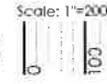
Street Costs	Quantity	Units	Unit Cost	Total
H.B.P. 5.5" Full Depth, Local Streets	4,325	SY	\$20.00	\$86,500.00
Subgrade Prep.	4,325	SY	\$2.75	\$11,893.75
Curb Drain	2,384	LF	\$16.50	\$39,336.00
Curb, Gutter	2,479	LF	\$12.00	\$29,748.00
5' Detached Sidewalks	12,394	SF	\$2.50	\$30,985.00
6' Trail	3,669	SF	\$2.50	\$9,172.50
Street Lights	4	EA	\$2,500.00	\$10,000.00
<b>Water</b>				
Connect To Existing	2	EA	\$850.00	\$1,700.00
6" Ductile Iron Pipe	21	LF	\$33.75	\$708.75
8" Water line	1,181	LF	\$25.00	\$29,525.00
6" Valves	2	EA	\$1,575.00	\$3,150.00
8" Valves	2	EA	\$1,300.00	\$2,600.00
8"x6" Tee	2	EA	\$940.00	\$1,880.00
Bends	7	EA	\$350.00	\$2,450.00
Fire Hydrants	2	EA	\$3,600.00	\$7,200.00
Water Services 3/4" Type "K"CU	43	EA	\$1,300.00	\$55,900.00
<b>Storm Sewer</b>				
Connect To Existing	3	EA	\$650.00	\$1,950.00
18" RCP	1,231	LF	\$45.00	\$55,395.00
4' Storm Manholes	7	EA	\$3,000.00	\$21,000.00
5' Type R Inlet	4	EA	\$4,000.00	\$16,000.00
10' Type R Inlet	2	EA	\$4,600.00	\$9,200.00
Type C Inlet	1	EA	\$3,200.00	\$3,200.00
Erosion Control	1	LS	\$15,000.00	\$15,000.00
<b>Landscape</b>				
Trees	67	EA	\$375.00	\$25,125.00
Shrubs	438	EA	\$25.00	\$10,950.00
Grasses	387	EA	\$8.00	\$3,096.00
Perennials	247	EA	\$18.00	\$4,446.00
Sod	5,424	SF	\$2.10	\$11,390.40
Native	48,396	SF	\$0.10	\$4,839.60
<b>Irrigation</b>				
Two-Wire Surge Arrestor	6	EA	\$440.00	\$2,640.00
Two-Wire Cable	1,750	LF	\$1.25	\$2,187.50
6" Pop-up Spray Head	109	EA	\$38.00	\$4,142.00
12" Hi-pop Spray Head	77	EA	\$45.00	\$3,465.00
12" Hi-pop Head w/ Rotary Nozzle	162	EA	\$50.00	\$8,100.00
Root Watering System	66	EA	\$60.00	\$3,960.00
1" Drip Valve Assembly	8	EA	\$725.00	\$5,800.00
Drip Line Blow-Out Stub	9	EA	\$67.00	\$603.00
Poly Drip Tubing	2,720	LF	\$1.75	\$4,760.00
Drip Emitters	1,460	EA	\$2.70	\$3,942.00
Gate Valve - 2-1/2" dia.	2	EA	\$400.00	\$800.00
Gate Valve - 2" dia	2	EA	\$370.00	\$740.00
Gate Valve - 6" dia.	2	EA	\$650.00	\$1,300.00
Quick Coupling Valve	7	EA	\$270.00	\$1,890.00
Electric Control Valve - 1" dia.	24	EA	\$660.00	\$15,840.00
Electric Control Valve - 1 1/2" dia.	6	EA	\$710.00	\$4,260.00
PVC Mainline w/ fittings and restraints - 6" dia.	830	LF	\$25.00	\$20,750.00
PVC Mainline w/ fittings - 2 1/2" dia.	610	LF	\$8.00	\$4,880.00
PVC Mainline w/ fittings - 2" dia.	170	LF	\$5.50	\$935.00
PVC Lateral - 2" dia.	30	LF	\$4.50	\$135.00
PVC Lateral - 1 1/5" dia	670	LF	\$3.20	\$2,144.00
PVC Lateral - 1" dia.	5,940	LF	\$2.20	\$13,068.00
Sleeve 12" dia.	25	LF	\$35.00	\$875.00
Sleeve 6" dia.	15	LF	\$15.00	\$225.00
Sleeve 2" dia.	110	LF	\$4.00	\$440.00
<b>Subtotal</b>				<b>\$612,222.50</b>

**Phase Subtotal = \$612,222.50**  
**10% Contingency = \$61,222.25**  
**TOTAL = \$673,444.75**

# EXHIBIT C Phasing Plan



## Erie Highlands Filing 14 & 15 Exhibit C - Phasing Plan



April, 2020