

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and School District 27J, 18551 E. 160th Ave., Brighton, CO 80601, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "July 31st, 2017" appearing in Exhibit "B". The County may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.
5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$452,078.40, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of the Transportation Department in accordance with section 5-02-06-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No construction, building or change-in-use permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

6. **Acceptance and Maintenance of Public Improvements.** All roadway improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not

undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.

All other improvements designated as “private” in Exhibit “B” shall be privately owned and maintained by the Developer. All private improvements on County property must be located with an easement(s) granted by the County.

- 7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
- 8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following public and private improvements on County property, and to dedicate described easements.

A. **Improvements.**

- 1. **Public Improvements:**
 - a. Construction of the Riverdale Road and Yosemite Street Intersection and, storm sewer facilities capable of conveying the major (100-year) event under Riverdale Road, and the minor (5-year) event storm flows from the north side of the intersection of Riverdale Rd. and Yosemite St. to the Brantner Gulch, south of Riverdale Rd. These improvements are to be completed by 09/31/2017. See Exhibit “B” for description, estimated quantities and estimated construction costs.

The design and construction of all roadway improvements listed above and located within unincorporated Adams County must be reviewed and approved by the County. Upon completion of the above listed improvements and acceptance of the improvements by the Director of the Transportation Department, the public improvements listed above shall become the property of the County.

- 2. **Private Improvements:**
 - a. Detention pond outfall stilling basin located just east of the High School No. 3 detention pond in the Brantner Gulch Tributary No. 7.
- Privately Constructed Public Improvements:**
 - b. Confluence pond/basin (pond) located at the northeast corner of the intersections of Riverdale Rd. and Yosemite St.

See Exhibit “B” for description, estimated quantities and estimated construction costs.

The private improvements and privately constructed public improvements list above shall be reviewed and approved by the County prior to construction. The private improvements shall be constructed in accordance with all County requirements and specifications in accordance with the County approved plans and time schedule indicated in Exhibit “B”.

- B. **Public dedication of easements.** Upon approval of this agreement by the Board of County Commissioners, the County hereby agrees to dedicate to the Developer permanent access and drainage easements for the purposes of providing maintenance to the private improvements listed in items 8.2.a and 8.2.b., listed above. See Exhibit “C” for descriptions of these easements.

9. **Maintenance of Public Improvements:** The Developer agrees to maintain all improvements located on Adams County property and permitted by this agreement, during the construction phase of the High School and through the County's warranty period. The improvements approved by Adams County and located on Adams County property are listed in item 8.A.1. and 8.A.2. above.

The Developer agrees to continuously maintain the private improvements and privately constructed public improvements listed in item 8.A.2. Maintenance shall include the following: Once a year and, after a major storm event, the developer agrees to inspect and if necessary remove any sediment and debris and, if necessary perform any work required to ensure the proper operation of these facilities.

10. **Change from Parks Use to Road Right-of-Way.** Upon approval and acceptance of this Agreement, the Board of County Commissioners hereby consents to the Developer converting the use of the following County land from Parks use to road right-of-way for the purpose of constructing road safety improvements:

AN EASEMENT FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS A PORTION OF A PARCEL OF LAND, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY ON OCTOBER 10, 1960, AT RECEPTION NO. 618569, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27 TO BEAR NORTH 89°13'49" EAST, A DISTANCE OF 1314.50 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG SAID NORTH LINE, NORTH 89°13'49" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF YOSEMITE STREET, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°13'49" EAST, A DISTANCE OF 27.61 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°46'11" EAST, A DISTANCE OF 47.99 FEET;

THENCE SOUTH 24°38'43" EAST, A DISTANCE OF 59.82 FEET;

THENCE SOUTH 31°45'40" EAST, A DISTANCE OF 43.41 FEET;

THENCE SOUTH 45°51'51" EAST, A DISTANCE OF 92.60 FEET;

THENCE SOUTH 71°11'28" EAST, A DISTANCE OF 78.08 FEET;

THENCE NORTH 86°18'06" EAST, A DISTANCE OF 184.11 FEET;

THENCE SOUTH 05°19'39" EAST, A DISTANCE OF 62.65 FEET;

THENCE SOUTH 83°54'49" WEST, A DISTANCE OF 164.79 FEET;

THENCE SOUTH 73°19'07" WEST, A DISTANCE OF 46.50 FEET;

THENCE SOUTH 13°45'36" WEST, A DISTANCE OF 10.42 FEET;

THENCE SOUTH 54°55'22" WEST, A DISTANCE OF 29.30 FEET;

THENCE SOUTH 69°12'51" WEST, A DISTANCE OF 27.78 FEET;

THENCE SOUTH 64°53'31" WEST, A DISTANCE OF 39.78 FEET;

THENCE SOUTH 48°12'42" WEST, A DISTANCE OF 38.54 FEET;

THENCE SOUTH 36°52'07" WEST, A DISTANCE OF 42.81 FEET;

THENCE SOUTH 27°36'47" WEST, A DISTANCE OF 41.05 FEET;

THENCE SOUTH 19°46'27" WEST, A DISTANCE OF 88.90 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF YOSEMITE STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°35'15" WEST, A DISTANCE OF 543.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 62,949 SQ.FT. OR 1.45 ACRES, MORE OR LESS.

Should there be any legal damages resulting from this safety improvement construction, Developer shall be solely responsible for such damages that occur during construction.

Name/s Terry Lucero
Developer School District 27J

By: _____
Name, Title

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2017.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$452,078.40. No construction, building or change-in-use permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chairperson

EXHIBIT A

Legal Description:

PORTIONS OF THE NORTHWEST QUARTER OF SECTION 27, AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 TO BEAR NORTH 89°19'37" EAST, BETWEEN A FOUND 2 1/2" ALUMINUM CAP, "PETROLEUM FIELD SERVICES, PLS 36073" AT THE NORTHWEST CORNER OF SAID SECTION 27 AND A FOUND 3 1/4" ALUMINUM CAP WITH #6 REBAR, "WSSI PLS 24960" AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, NORTH 89°19'37" EAST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EASTERLY LINE OF THORNTON CITY LIMITS AS SHOWN ON CITY OF THORNTON ANNEXATION MAP AS FILED AS MAP 9 IN FILE NO. 17, AND AS DESCRIBED AT RECEPTION NO. B1023101 OF THE RECORDS OF ADAMS COUNTY, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE AND ALONG SAID THORNTON CITY LIMITS, NORTH 00°26'55" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 136TH AVENUE;
THENCE DEPARTING SAID THORNTON CITY LIMITS, AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, NORTH 89°19'37" EAST, A DISTANCE OF 543.28 FEET;
THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 00°40'23" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAST 136TH AVENUE AND THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2010000039776, ON JUNE 16, 2010, IN THE RECORDS OF ADAMS COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NO. 2010000039776, THE FOLLOWING FOURTEEN (14) COURSES:
THENCE SOUTH 43°03'43" EAST, A DISTANCE OF 109.53 FEET;
THENCE SOUTH 69°22'03" EAST, A DISTANCE OF 119.29 FEET;
THENCE SOUTH 50°22'06" EAST, A DISTANCE OF 182.26 FEET;
THENCE SOUTH 27°57'25" EAST, A DISTANCE OF 245.61 FEET;
THENCE SOUTH 70°08'39" EAST, A DISTANCE OF 112.61 FEET;
THENCE SOUTH 48°02'19" EAST, A DISTANCE OF 303.71 FEET;
THENCE SOUTH 22°35'14" EAST, A DISTANCE OF 86.48 FEET;
THENCE SOUTH 49°17'51" EAST, A DISTANCE OF 84.85 FEET;
THENCE SOUTH 00°23'44" EAST, A DISTANCE OF 58.99 FEET;
THENCE SOUTH 39°18'01" EAST, A DISTANCE OF 61.89 FEET;
THENCE SOUTH 37°55'39" EAST, A DISTANCE OF 116.57 FEET;
THENCE SOUTH 77°48'00" EAST, A DISTANCE OF 86.63 FEET;

THENCE SOUTH 22°14'51" EAST, A DISTANCE OF 118.45 FEET;
THENCE SOUTH 33°59'24" EAST, A DISTANCE OF 139.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE ALONG SAID SOUTH LINE, SOUTH 89°14'19" WEST, A DISTANCE OF 436.65 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 00°17'29" EAST, A DISTANCE OF 658.41 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN BOOK 2516 AT PAGE 464, ON DECEMBER 16, 1980, IN THE RECORDS OF ADAMS COUNTY;
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN BOOK 2516 AT PAGE 464, SOUTH 89°13'49" WEST, A DISTANCE OF 200.01 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN BOOK 2516 AT PAGE 464;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN BOOK 2516 AT PAGE 464, SOUTH 00°17'29" EAST, A DISTANCE OF 659.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE ALONG SAID SOUTH LINE, SOUTH 89°13'49" WEST, A DISTANCE OF 1084.49 FEET TO A POINT ON THE EASTERLY LINE OF SAID THORNTON CITY LIMITS;
THENCE ALONG THE EASTERLY LINE OF SAID THORNTON CITY LIMITS, THE FOLLOWING TWO COURSES:
NORTH 00°23'21" WEST, A DISTANCE OF 1318.97 FEET;
THENCE NORTH 00°26'55" WEST, A DISTANCE OF 1319.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,136,068 SQ. FT. OR 71.99 ACRES, MORE OR LESS.

EXHIBIT B

Public Improvements: Riverdale Road

<u>Description</u>	<u>Est. Quantity</u>	<u>Est. Unit Cost</u>	<u>Est. Construct. Cost</u>
See attached breakdown			

Construction Completion Date: 9/31/17

Initials or signature of Developer: _____



JVA, Incorporated
 1319 Spruce Street
 Boulder, CO 80302
 Ph: 303.444.1951
 Fax: 303.444.1957

Job Name: 27J High School No. 3
 Job Number: 2071.1c
 Date: 02/22/2017
 By: NAS
 Phase: Construction Documents

Opinion of Probable Costs
 for
27J - OFFSITE IMPROVEMENTS - CONFLUENCE POND
ADAMS COUNTY, COLORADO

	Quantity	Units	Unit Cost	Total
General Sitework				
Clear and Grub	0.5	AC	\$3,000.00	\$1,500.00
Cut, Fill and Compact Onsite Material	1,550	CY	\$2.50	\$3,875.00
Export Excess Cut	800	CY	\$16.00	\$12,800.00
Traffic Control	3	MO	\$2,000.00	\$6,000.00
Seeding (20 lbs/AC)	2	AC	\$2,000.00	\$4,000.00
	General Sitework Subtotal			\$28,175.00
Pavements				
Concrete - 4' Drainage Pan (4" thick, no reinforcing)	105	LF	\$30.00	\$3,150.00
	Pavements Subtotal			\$3,150.00
Utility - Storm Drainage System				
Storm Line - 18" RCP	60	LF	\$36.00	\$2,160.00
Storm Line - 36" RCP	35	LF	\$72.00	\$2,520.00
Storm Line - 48"x72" Box Culvert	100	LF	\$400.00	\$40,000.00
Storm Line - 60"x38" Box HERCP	5	LF	\$750.00	\$3,750.00
Storm Line - 36" Box Culvert Inlet	1	EA	\$6,000.00	\$6,000.00
FES - 18" Concrete	2	EA	\$800.00	\$1,600.00
Yosemite Box Culvert Outlet	1	EA	\$12,000.00	\$12,000.00
FES - 60"x38" Concrete	1	EA	\$2,600.00	\$2,600.00
	Utility - Storm Drainage System Subtotal			\$70,630.00
Erosion Control				
Diversion Dike	250	LF	\$2.00	\$500.00
Sedimentation Pond	1	EA	\$8,000.00	\$8,000.00
Erosion Control Maintenance (months)	3	EA	\$1,000.00	\$3,000.00
	Erosion Control Subtotal			\$11,500.00

Subtotal **\$113,455.00**
 Administrative Costs (20%) \$22,695.00
 Inflation (5% per year) \$6,810.00
PROJECT TOTAL **\$142,960.00**

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.



JVA, Incorporated
 1319 Spruce Street
 Boulder, CO 80302
 Ph: 303.444.1951
 Fax: 303.444.1957

Job Name: 27J High School No. 3
 Job Number: 2071.1c
 Date: 02/22/2017
 By: NAS
 Phase: Construction Documents

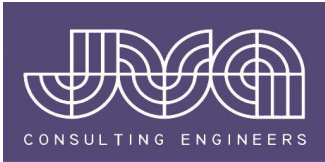
Opinion of Probable Costs
 for

**27J - OFFSITE IMPROVEMENTS - DETENTION POND OUTFALL TO BRANTNER GULCH
 CITY OF THORNTON, COLORADO**

	Quantity	Units	Unit Cost	Total
General Sitework				
Remove Existing Subgrade - 6"	830	SF	\$1.98	\$1,643.40
Export Excess Cut	25	CY	\$16.00	\$400.00
	General Sitework Subtotal			\$2,043.40
Utility - Storm Drainage System for Brantner Gulch				
Storm Line - 30" RCP	10	LF	\$67.00	\$670.00
FES - 30" Concrete	1	EA	\$1,200.00	\$1,200.00
Riprap Type M	35	CY	\$90.00	\$3,150.00
	Utility - Storm Drainage System Subtotal			\$5,020.00
Erosion Control				
Outfall Protection w/ Riprap	1	EA	\$1,000.00	\$1,000.00
Erosion Control Maintenance (months)	3	EA	\$1,000.00	\$3,000.00
	Erosion Control Subtotal			\$4,000.00

Subtotal	\$11,063.40
Administrative Costs (20%)	\$2,215.00
Inflation (5% per year)	\$665.00
PROJECT TOTAL	\$13,943.40

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.



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 1319 Spruce Street
 Boulder, CO 80302
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 Fax: 303.444.1957

Job Name: 27J High School No. 3
 Job Number: 2071.1c
 Date: 02/22/2017
 By: NAS
 Phase: Construction Documents

Opinion of Probable Costs
 for
27J - OFFSITE IMPROVEMENTS - RIVERDALE INTERSECTION IMPROVEMENTS
ADAMS COUNTY, COLORADO

	Quantity	Units	Unit Cost	Total
General Sitework				
Clear and Grub	1.0	AC	\$3,000.00	\$3,000.00
Cut, Fill and Compact Onsite Material	2,160	CY	\$2.50	\$5,400.00
Import Common Fill	300	CY	\$30.00	\$9,000.00
Traffic Control	3	MO	\$2,000.00	\$6,000.00
Seeding (20 lbs/AC)	2	AC	\$2,000.00	\$4,000.00
	General Sitework Subtotal			\$27,400.00
Pavements				
Asphalt Paving - 7.5"	760	TONS	\$95.00	\$72,200.00
Concrete - Curb & Gutter - 6" Vertical, 1' Pan	50	LF	\$15.00	\$750.00
Striping (4" wide)	300	LF	\$0.30	\$90.00
Signage (small including post)	5	EA	\$300.00	\$1,500.00
Thermoplastic Striping	160	SF	\$27.00	\$4,320.00
	Pavements Subtotal			\$78,860.00
Utility - Storm Drainage System				
Storm Line - 96"x48" Box Culvert	110	LF	\$800.00	\$88,000.00
Riverdale Box Culvert Section	1	EA	\$30,000.00	\$30,000.00
Riverdale Box Culvert Inlet	1	EA	\$7,000.00	\$7,000.00
	Utility - Storm Drainage System Subtotal			\$125,000.00
Erosion Control				
Erosion Control Maintenance (months)	3	EA	\$1,000.00	\$3,000.00
	Erosion Control Subtotal			\$3,000.00

Subtotal **\$234,260.00**
 Administrative Costs (20%) \$46,855.00
 Inflation (5% per year) \$14,060.00
PROJECT TOTAL **\$295,175.00**

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.