

TOWN OF SUPERIOR
RESOLUTION NO. R-20
SERIES 2018

A RESOLUTION OF BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE REPLAT, FINAL DEVELOPMENT PLAN AND ASSOCIATED DEVELOPMENT IMPROVEMENT AGREEMENT FOR TRACT A SUPERIOR TOWN CENTER FILING 1B, REPLAT NO. 3 (CASE NOS. FDP-2018-02 AND FP-2018-02)

WHEREAS, Game Creek Holdings, LLC and the Town (collectively, "Applicants") wish to develop a portion of certain property located in the Town that is generally described as Tract A, Superior Town Center Filing 1B Replat (the "Property");

WHEREAS, Applicants have filed an application seeking to replat the Property to create a new Lot 4, Block 1, and seeking approval of a final development plan (the "FDP") for the Property to allow for an electric vehicle sales and service station on Lot 4 (the "Application");

WHEREAS, Section 16-8-60(a) of the Superior Municipal Code (the "Code") requires resubdivision, or replat, to be treated as a new subdivision;

WHEREAS, Section 16-1-70 of the Code specifies that, as applicable here, the division of a lot or parcel into 6 or fewer lots is a "minor subdivision";

WHEREAS, Section 16-8-40 of the Code controls minor subdivisions and requires a public hearing and recommendation from the Planning Commission before consideration by the Board of Trustees;

WHEREAS, Section 16-8-10 of the Code contains general subdivision requirements that apply to both major and minor subdivisions;

WHEREAS, Section 16-10-40 of the Code requires a public hearing and decision by the Board of Trustees on the FDP;

WHEREAS, the specific approval criteria for the FDP are set forth in Section 16-10-40(b) of the Code;

WHEREAS, on March 20, 2018, the Planning Commission held a properly-noticed public hearing on the Application and

recommended that the Board of Trustees approve the Application, with conditions;

WHEREAS, on April 9, 2018, the Board of Trustees held a properly-noticed public hearing on the Application; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Board of Trustees hereby finds and determines that the Application meets all of the applicable criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the Application, subject to the following conditions, all of which shall be fully satisfied within 60 days of approval of this Resolution:

A. Applicant shall make minor technical and redline corrections to plans as identified by Town staff;

B. The FDP shall not be effective until after the effective date of the ordinance approving Planned Development Amendment #4;

C. Planned Development Amendment #4 shall be recorded first, and then Tract A, Superior Town Center Filing 1B, Replat No. 3, and then the FDP;

D. All utility, access or other easements required for the development of Lot 4 shall be recorded before the FDP is recorded;

E. GCH Superior, LLC shall execute the Development Improvement Agreement approved in Section 3 hereof; and

F. Applicant shall explore options for shared parking when the service center is closed.

Section 3. The Development Improvement Agreement between the Town and GCH Superior, LLC is hereby approved in substantially the form attached hereto, subject to final

approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Improvement Agreement on behalf of the Town.

ADOPTED this 10th day of April, 2018.

Clint Folsom
Clint Folsom, Mayor

ATTEST:

Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk



DEVELOPMENT IMPROVEMENT AGREEMENT

THIS DEVELOPMENT IMPROVEMENT AGREEMENT (the "Agreement") is entered into as of this 9th day of April, 2018 (the "Effective Date"), by and between THE TOWN OF SUPERIOR, COLORADO, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado (the "Town"), and GCH SUPERIOR, LLC, a Colorado limited liability company, with an address of 2579 West Main Street, Suite 201, Littleton, Colorado 80120 ("Developer") (each individually a "Party" and collectively the "Parties").

WHEREAS, Developer is (or will be following the closing under the Purchase and Sale Agreement with the Town dated November 27, 2017) the owner of the real property more particularly described as Lot 4, Block 1, Final Subdivision Plat of Tract A, Superior Town Center Filing 1B, Replat No. 3 (the "Property");

WHEREAS, Developer wishes to develop the Property (the "Project");

WHEREAS, on April 9, 2018, the Superior Board of Trustees, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission, approved the Final Development Plan (the "FDP") and Replat for the Property, subject to certain conditions; 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 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 Project. All conditions in this Agreement are in addition to any requirements of the Superior Municipal Code, state law and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. Construction of Improvements.

a. All public improvements listed in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Public Improvements"), shall be installed and completed by Developer and dedicated or conveyed to the Town. The estimated costs of the Public Improvements associated with the FDP are also set forth in **Exhibit A**. The Public Improvements shall be constructed in a workmanlike manner accordance with the approved construction documents drawn according to applicable regulations and construction standards.

b. The Town may make reasonable engineering observations concerning the Public Improvements, at Developer's cost. Observation, acquiescence in or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of such Public Improvements.

c. Developer shall provide, at Developer's expense, all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

d. Developer shall construct, or cause to be constructed, all necessary water and sanitary sewer facilities in accordance with the rules and regulations of Superior Metropolitan District No. 1 ("SMD#1"). All facilities shall be dedicated, constructed, and maintained in accordance with SMD#1's rules and regulations and subject to any agreements between Developer, the Town and SMD#1.

e. Developer shall construct, or cause to be constructed, drainage improvements in accordance with the rules and regulations of the Town. All drainage improvements within the public rights-of-way shall be dedicated to the Town and thereafter maintained by the Town. All drainage improvements on private property shall be maintained by Developer.

f. Developer shall install, or cause to be installed, all necessary parking improvements and access drive improvements in accordance with the FDP.

g. To the extent any construction traffic damages any Town streets, Developer shall be responsible for repair of such damage or the reconstruction of such streets, as the Town determines appropriate.

h. Construction of the Public Improvements shall be completed on or before December 31, 2019, and proper application for acceptance of the Public Improvements shall be made on or before such date.

3. Fees.

a. *General.* The Town shall impose and Developer shall pay all applicable building permit and plan review fees.

b. *Exactions.* Developer shall pay all dedication and public improvement fees required by Chapter 16, Article XIII of the Superior Municipal Code.

c. *System Development Fees.* Developer acknowledges that Superior Metropolitan District No. 1 imposes system development fees on the Property and Developer shall be responsible for paying such fees as required by the rules and regulations of Superior Metropolitan District No. 1.

4. Title Policy. Developer shall provide the Town with a title commitment for the Property. The title commitment shall show that all property to be dedicated to the Town is or shall be subsequent to the recording of the plat, free and clear of all monetary liens (other than real estate taxes which are not yet due and payable) and encumbrances which would make the dedications unacceptable for the intended use or otherwise unreasonable, as the Town determines in its sole discretion. The title policy evidenced by the title commitment shall be provided 30 days after the recording of the final plat (the "Title Policy").

5. Acceptance of Public Improvements. Upon the completion of any of the Public Improvements in accordance with this Agreement, the Town may elect to conditionally accept such Public Improvement subject to the warranty as herein provided. After the expiration of the warranty period for any particular Public Improvement, and provided any breaches of warranty have been cured, the Town shall issue final acceptance of such Public Improvements and, thereafter, the Town will accept and maintain such Public Improvements. Within 30 days of Developer's request, the Town shall confirm in writing the conditional or final acceptance of such Public Improvements as provided herein.

6. Warranty. Developer shall warrant any and all Public Improvements for a period of 2 years from the date the Town grants probationary acceptance of the Public Improvements. The warranty period shall extend to the date final acceptance is granted in writing by the Town. Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, Developer shall warrant that:

a. If not otherwise covered by the Title Policy, the title conveyed is marketable and its transfer rightful;

b. If not otherwise covered by the Title Policy, all Public Improvements dedicated or conveyed are free from any security interest or other lien or encumbrance; and

c. All Public Improvements dedicated or conveyed are free of defects in materials or workmanship for a period of 2 years, as stated above.

7. Performance Guarantee. To secure the construction and installation of the Public Improvements, Developer shall provide a letter of credit or alternate security pursuant to Chapter 16, Article XV of the Superior Municipal Code based on the Estimated Costs.

a. Approval of the FDP shall be contingent upon Developer's provision of the Performance Guarantee within 30 days of the Effective Date. Failure of Developer to provide the Performance Guarantee shall negate the Town's approval of the FDP.

b. Developer shall not start the construction of any public or private improvement on the Property, 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 Performance Guarantee.

c. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the Actual Costs of all such Public Improvements, regardless of the Estimated Costs.

d. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs on an annual basis. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Developer. Developer shall, within 30 days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs.

If Developer fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for herein; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Developer for all Public Improvements which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed.

e. If the Public Improvements are not constructed or completed within the period of time specified by Section 2 hereof, the Town may draw on the Performance Guarantee of credit to complete the Public Improvements. If the Performance Guarantee is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement, or completed the Public Improvements as herein required, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate. If the Town has drawn on the Performance Guarantee, and a satisfactory replacement guarantee is provided or the Public Improvements have been completed, then the Town will release any funds received as a result of its draw on the Performance Guarantee within a reasonable period of time, or within 10 calendar days of a request by Developer.

f. Upon completion of construction and compliance with all conditions and requirements within the required time and the written approval of the Town, the Performance Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of the Public Improvements. The reduced Performance Guarantee shall be held by the Town during the 2-year warranty period.

8. Applicable Law. Developer shall 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.

9. Nuisance Conditions. Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Superior Municipal Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Superior Municipal Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon 30 days' notice under this Agreement, draw upon the Performance Guarantee to

pay the cost of abating the nuisance, including any expenses and penalties incurred under the Superior Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

10. Indemnification.

a. 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 Public 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.

b. Developer shall pay all property taxes on Property underlying the Public 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 related thereto.

11. Waiver. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement. Developer expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Superior Municipal Code and the laws of the State of Colorado.

12. Vested Rights. The FDP constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 16 of the Superior Municipal Code, and shall create vested property rights for 3 years from the date of the Board's approval of the FDP, provided that all required procedures are followed. The FDP shall include the language required by C.R.S. § 24-68-102(4)(a) and Section 16-12-50 of the Superior Municipal Code. Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

13. 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:

a. 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.

b. The person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer.

c. To the best of Developer's knowledge, 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 Developer's actual knowledge, 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.

d. 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.

14. Breach and Remedies.

a. 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 Public Improvements be paid or honored; or
- iv. Any other remedy available at law or in equity.

b. 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. 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, which consent shall not be unreasonably withheld.

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 Boulder 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 Clerk and Recorder for the County of Boulder, State of Colorado, and shall be a covenant running with the Property.

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

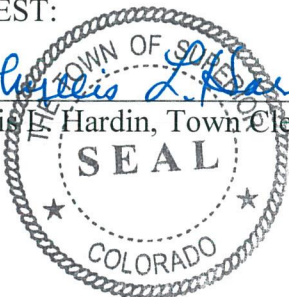
TOWN OF SUPERIOR

Clint Folsom

Clint Folsom, Mayor

ATTEST:

Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk



DEVELOPER

GCH SUPERIOR LLC, a Colorado limited liability company

By: Jon Hardy
Its: MANAGER

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 11th day of April, 2018, by Jon Hardy as the manager of GCH SUPERIOR, LLC.

My commission expires: 12/20/2019

(S E A L)

Stephanie M. Reed
Notary Public

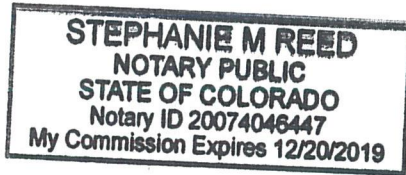


EXHIBIT A PUBLIC IMPROVEMENTS

Summary of Public Improvements Engineer's Opinion of Cost

Item 1 Domestic Water Extension

Description	Quantity	Unit	Unit Cost	Total
Mobilize	1	ls	\$1,000.00	\$1,000
Permits	1	ls	\$1,200.00	\$1,200
8" Water Line	140	lf	\$143.14	\$20,040
Cut & patch @ Median	1	ls	\$10,000.00	\$10,000
Traffic Control	1	ls	\$1,500.00	\$1,500
GC OHP	1	ls	\$4,319.02	\$4,319
TOTAL				\$38,059

Item 2 Non-Potable Water Extension

Description	Quantity	Unit	Unit Cost	Total
Mobilize	1	ls	\$500.00	\$500
Permits	1	ls	\$1,000.00	\$1,000
8" Water Line	80	lf	\$194.00	\$15,520
Cut & patch @ Median	1	ls	\$5,500.00	\$5,500
Traffic Control	1	ls	\$1,000.00	\$1,000
GC OHP	1	ls	\$3,010.77	\$3,011
TOTAL				\$26,531

Item 3 ROW Sidewalk Improvements

Description	Quantity	Unit	Unit Cost	Total
Finegrade for walks	5,206	sf	\$0.15	\$781
ROW Sidewalk	5,206	sf	\$6.00	\$31,236
GC OHP	1	ls	\$4,098.45	\$4,098
TOTAL				\$36,115

Item 4 Median & Access Improvements

Description	Quantity	Unit	Unit Cost	Total
Asphalt Patch	175	sy	\$58.93	\$10,313
Curb Cuts/Drive Pans	1,523	sf	\$9.00	\$13,707
Cross Pan	735	sf	\$8.00	\$5,880
Median Rework Allowance	1	ls	\$11,000.00	\$11,000
Colored Walks	609	sf	\$9.00	\$5,484
GC OHP	1	ls	\$5,937.53	\$5,938
TOTAL				\$52,321

Item 5 ROW/Park Landscaping Improvements

Description	Quantity	Unit	Unit Cost	Total
Shade Trees				
Linden, Greenspire 2.5" Cal	1	ea	\$950.00	\$950
Oak, English Columner 2.5" Cal	7	ea	\$950.00	\$6,650
Deciduous Shrubs				
Currant, Alpine #5	3	ea	\$42.00	\$126
Ninebark, Dwarf #5	17	ea	\$39.00	\$663
Privet, Lodense #5	40	ea	\$40.00	\$1,600
Serviceberry, Saskatoon #5	9	ea	\$45.00	\$405
Shrub Rose, Knock Out, #5	16	ea	\$49.00	\$784
Spirea, Frobel #5	64	ea	\$42.00	\$2,688
Sumac, Gro-Low Fragrant #5	3	ea	\$47.00	\$141

Evergreen Trees				
Pine, Austrian 8' Ht	5	ea	\$1,000.00	\$5,000
Pine, Bosnian 8' Ht	11	ea	\$1,000.00	\$11,000
Spruce, Colorado 8' Ht B&B	1	ea	\$1,000.00	\$1,000
Evergreen Shrubs				
Boxwood, Winter Gem #5	93	ea	\$94.00	\$8,742
Groundcovers				
Vinca Minor/Periwinkle #1	36	ea	\$22.00	\$792
Ornamental Grasses				
Grass, Feather Reed #5	213	ea	\$78.00	\$16,614
Grass, Maiden #5	4	ea	\$78.00	\$312
Grass, Silky Tread #5	16	ea	\$78.00	\$1,248
Perennials				
Allium, Drumstick #1	76	ea	\$22.00	\$1,672
Daylily, Stella D'oro	150	ea	\$23.00	\$3,450
Hyssop, 'Blue Fortune' #1	86	ea	\$22.00	\$1,892
Salvia, May Night #1	18	ea	\$20.00	\$360
Soil Prep				
Soil Preparation/Fine Grading (Class 1 Compost 4cy/1000sf)	10,300	sf	\$0.40	\$4,120
Irrigation				
Drip Zone (1" Valve)	3	ea	\$2,000.00	\$6,000
Sod Spray Zone (1" Valve)	15	ea	\$1,500.00	\$22,500
Edging				
Edging - Ryerson 14 Ga. Green	130	lf	\$5.50	\$715
Mulches				
Wood Mulch - Cascade Cedar (3" Depth)	10,300	sf	\$2.50	\$25,750
Sod				
Sod - Kentucky Bluegrass w/ Soil Prep (4cy/1000sf)	3,850	sf	\$2.00	\$7,700
GC OHP	1	ls	\$17,009	\$17,009
TOTAL				\$149,883

Item 6

Sanitary Sewer Extension

Description	Quantity	Unit	Unit Cost	Total
Mobilize	1	ls	\$500.00	\$500
Permits	1	ls	\$1,000.00	\$1,000
4" Sewer Line	45	lf	\$165.00	\$7,425
Backfill	1	ls	\$4,500.00	\$4,500
GC OHP	1	ls	\$3,010.77	\$3,011
TOTAL				\$16,436

Total Engineer's Opinion of Cost

\$319,345