## CONSTRUCTION, OPERATIONS, AND REIMBURSEMENT AGREEMENT

This Construction, Operations, and Reimbursement Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 2024 (the "Effective Date"), between **BROOKFIELD RESIDENTIAL** (**COLORADO**), **LLC**, a Nevada limited liability company, duly authorized to do business in the State of Colorado, whose address is 6465 S. Greenwood Plaza Blvd, Suite 700, Centennial, Colorado 80111 ("Brookfield") and the **CITY OF BRIGHTON**, a Colorado home rule municipality, whose address is 500 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601 (the "City"). Brookfield and the City may each be individually referred to herein as a "Party" and collectively as the "Parties."

#### **RECITALS**

- A. Brookfield is the developer of land located in the City of Brighton, County of Adams, State of Colorado, commonly known as Brighton Crossings; and
- B. The City is the owner of that certain 17.77-acre parcel (the "City Parcel") which is platted as Brighton Crossing Filing No. 2, Tract W located within the larger Brighton Crossings development in the City of Brighton, County of Adams, State of Colorado, commonly known as Venture Park; and
- C. The City has requested and Brookfield has agreed to construct a non-potable water main and associated facilities to allow for future use of non-potable water for irrigation of Venture Park (the "Non-Potable Main") on the City Parcel for the benefit of the City as shown on **Exhibit**  $\underline{\mathbf{A}}$  attached hereto and incorporated herein by this reference, which the initial estimated cost for the Non-Potable Main, as indicated on the Opinion of Probable Costs submitted by Dewberry (the "Non-Potable Main Initial Budget"), incorporated herein as **Exhibit B**, is approximately \$313,565.00; and
- D. The City recognizes the potential for cost savings by having Brookfield construct the Non-Potable Main concurrent with construction of the larger Venture Park improvements; and
- E. The City agrees to reimburse Brookfield for the costs of constructing the Non-Potable Main, as set forth below.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>City Approval.</u> Brookfield will design every element of the Non-Potable Main (the "Plans"), which will be submitted and approved by the City (each or collectively, the "City Approval") prior to the start of such construction.

### 2. The Work.

a. Brookfield shall complete the construction of each element of the applicable

work (the "Work") described on the Plans. Brookfield, at its sole discretion, may require prior to or during the applicable Work (i) City Approval of the Plans and (ii) a certification that the City has budgeted the amount of the Non-Potable Main Initial Budget. The Work shall be performed and completed in a manner determined by Brookfield in the exercise of its sole and independent judgment that meets or exceeds the Plans. Brookfield shall give the City written notice of the date of its planned commencement of the Work not more than 45 days and not less than 30 days prior to commencement of the Work for the Non-Potable Main.

- b. Brookfield shall require that the selected contractor performing the Work provide a warranty and guarantee, which shall be assignable to the City, that the work it performs shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof.
- c. Attached as **Exhibit B** is the Non-Potable Main Initial Budget for the Work, including costs for all Plans, observation, materials testing, survey and other soft costs (collectively "Soft Costs"), for the construction of the Work. Brookfield shall submit a revised budget for the costs, including Soft Costs, documenting the actual costs of construction for the applicable Work for approval (the "Total Cost") once the Work is completed. Such Total Cost shall include actual payment applications for review from the selected construction contractor, sub-contractors and consultants to support the costs. Brookfield and the City shall amend this Agreement to incorporate the approved Total Cost as a replacement for the applicable **Exhibit B** should the Total Cost for the Work exceed those outlined in the Non-Potable Main Initial Budget.
- d. The City's approval shall be required of any changes to the Non-Potable Main Initial Budget which would increase the total costs of the Work; provided that the City shall approve emergency change orders necessary to prevent or abate imminent threats to human health or the environment.
- 3. <u>City Payment for the Non-Potable Main.</u> Not later than 30 days after the City receives from Brookfield a written notice that the applicable Work has been completed and a Total Cost has been submitted and approved by the City, the City shall pay to Brookfield the applicable Total Cost.
- 4. <u>Term of Agreement.</u> This Agreement shall terminate on that date that the City has paid the Total Cost as provided herein and Brookfield has provided as-builts or contractor redlines supporting the actual construction location of the Non-Potable Main.
- 5. <u>Governing Law and Venue.</u> This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Proper venue shall be in the District Court of Adams County.
- 6. <u>Notices.</u> All notices required herein shall be in writing and shall be deemed given if personally delivered or mailed with postage prepaid by United States mail to:

To Brookfield:

Brookfield Residential (Colorado), LLC 6465 S. Greenwood Plaza Blvd, Suite 700

Centennial, Colorado 80111

Attn: Sandi Thomas

E-mail: Sandi.Thomas@brookfieldpropertiesdevelopment.com

With Copy to:

Foster Graham Milstein & Calisher, LLP Attn: Erik Carlson 360 S. Garfield St. #600 Denver, Colorado 80209

Email: ecarlson@fostergraham.com

To City:

City of Brighton Attn: City Manager 500 S 4<sup>th</sup> Avenue Brighton, Colorado 80601

With Copy To:

City of Brighton Attn: City Attorney's Office 500 S 4<sup>th</sup> Avenue Brighton, Colorado 80601

Or any other such address as either party may hereinafter provide.

- 7. <u>Amendment.</u> This Agreement may not be amended or modified except by an instrument in writing duly executed by the Parties.
- 8. <u>Assignment.</u> No party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other Parties hereto, which may be granted or withheld in the sole discretion of such Parties.
- 9. <u>Termination for Non-Appropriation.</u> Notwithstanding any other provision herein to the contrary, every obligation of the City that involves the expenditure of any resources in a future fiscal year shall be subject to the lawful appropriation of sufficient funds therefore by the Brighton City Council.
- 10. <u>No Joint Venture or Partnership.</u> Nothing herein shall be interpreted or construed as creating a joint venture or partnership between the Parties. Neither of the Parties shall have the right under this Agreement to create any obligation or incur any debt on behalf of the City or Brookfield.
- 11. <u>No Third Party Benefits Intended.</u> It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the City and Brookfield, and nothing herein shall give or allow any claim or right of action to or by any other or third person to this Agreement. It is the intention of the City and Brookfield that any person other than the City and Brookfield receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. <u>Benefit and Binding Effect.</u> This Agreement and all of the terms and provision	ns
hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors ar	nd
assigns. This Agreement may be executed by facsimile or PDF file format and/or in any numb	er
of counterparts. Each party may rely upon any facsimile, PDF file format or counterpart copy	as
if it were one original document.	

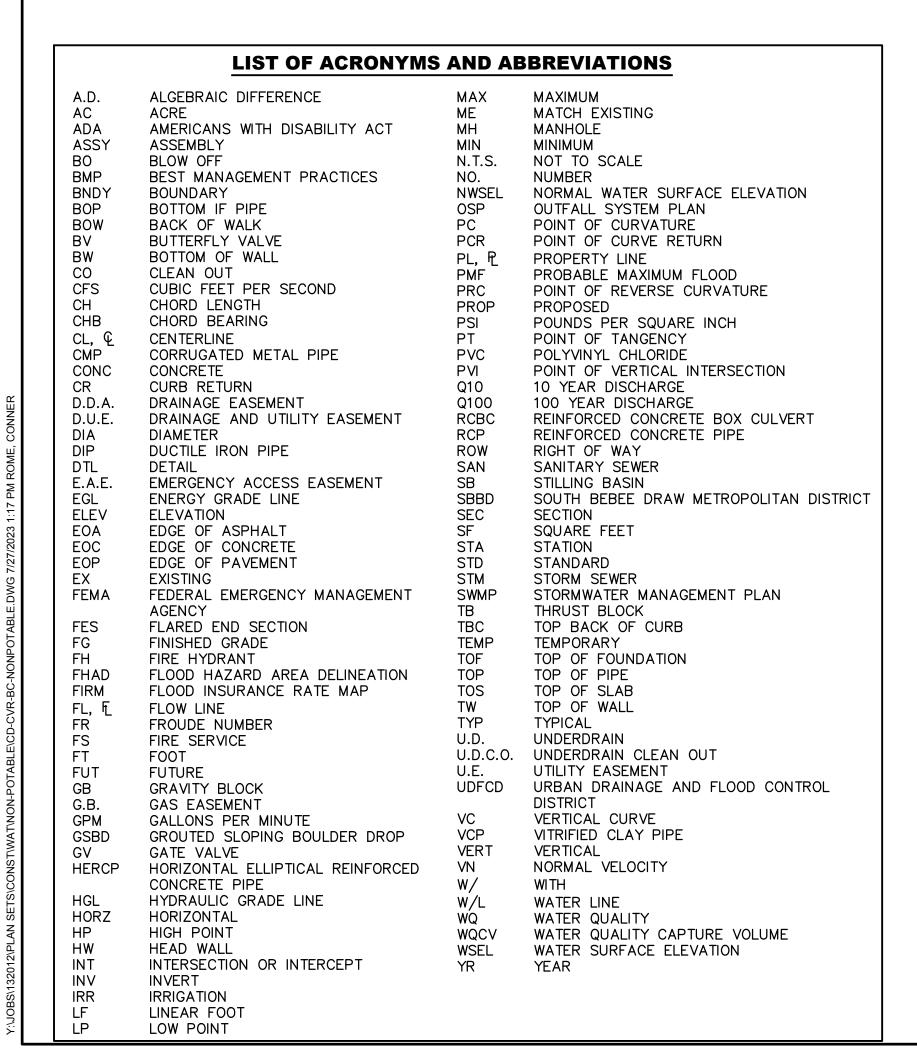
[signature page follow]

WHEREFORE, the Parties affix their signatures as of the Effective Date.

CITY OF BRIGHTON, COLORADO	ATTEST:	
Michael Martinez, City Manager	Natalie Hoel, City Clerk	
APPROVED AS TO FORM:		
Alicia Calderón, City Attorney		
<b>BROOKFIELD RESIDENTIAL</b> (COLC a Nevada Corporation	ORADO), LLC,	
By:		
Name:		
Its:		
By:		
Name:		

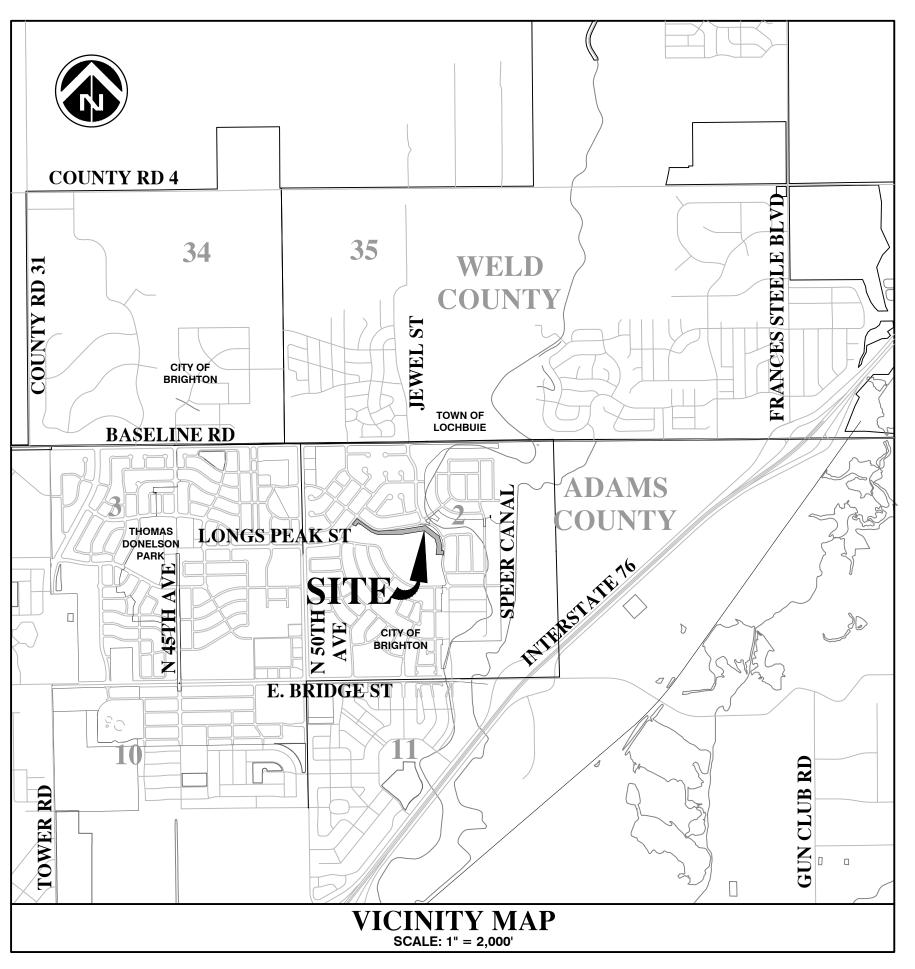
# Exhibit A

# SYMBOLS AND LINETYPES LEGEND SECTION LINE EX. RIGHT OF WAY/PROPERLY LINE EX. EASEMENT LINE CENTER LINE OF STREET EX. WATERLINE BOUNDARY LINE RIGHT OF WAY LINE LOT LINE EX. SANITARY SEWER FORCE MAIN EASEMENT LINE EX. STORM SEWER W/ INLET & F.E.S. PROPOSED CONTOURS **EXISTING CONTOURS** EX. STORM SEWER (UNKNOWN SIZE/MATERIAL) EX. UNDERGROUND ELECTRICITY LINE WATERLINE W/GATE VALVE, TEE & VERT MJ EX. OVERHEAD ELECTRICITY LINE SANITARY SEWER W/ MANHOLE EX. NATURAL GAS LINE EX. UNDERGROUND TELEPHONE LINE EX. FIBER OPTIC LINE EX. CHAIN-LINK FENCE CURB, GUTTER, SIDEWALK & RAMP EX. FENCE (MISC) EX. PRIVACY FENCE EX. CURB & GUTTER EX. EDGE OF ASPHALT SWALE EX. POWER POLE EX. WATER MANHOLE EX. STORM SEWER MH EX. WATER METER EX. SANITARY SWR MH SLOPE ARROW C EX. FIRE HYDRANT EX. STREET SIGN EX. FIBER OPTIC BOX EX. STREET LIGHT STREET SIGN EX. ELECTRIC PEDESTAL EX. SECTION CORNER SIGHT TRIANGLES EX. TELEPHONE BOX 🔣 🗷 X. IRRIGATION VALVE



# NON-POTABLE WATER LINE **BRIGHTON CROSSINGS** FILING NO.2 - VENTURE PARK **CONSTRUCTION PLANS**

BEING A PART OF SECTION 2, TOWNSHIP 1 SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO



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2	NOTES						
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4	VENTURE PARK						
5	VENTURE PARK						
6	WATER DETAILS						
7	WATER DETAILS						

# **AGENCY CONTACTS**

CITY OF BRIGHTON 500 SOUTH 4TH AVE BRIGHTON, CO 80601 PH: (303) 655-2000

GREATER BRIGHTON FIRE PROTECTION DISTRICT 425 SOUTH MAIN STREET BRIGHTON, CO 80601 PH: (303) 654-8040

SOUTH BEEBE DRAW METRO DISTRICT 7995 E PRENTICE AVE SUITE 103E GREENWOOD VILLAGE, CO 80111 PH: (303) 833-1416 x 201

XCEL ENERGY 1123 WEST 3RD AVE DENVER, CO 80223 PH: (303) 571-3916/(303) 571-3116

CENTURY LINK 5325 ZUNI ST.

FLOOR 7 DENVER, CO 80221 PH: (720) 245-0029

500 COOPERATIVE WAY BRIGHTON, CO 80603 (800) 306-1125

PH: (303) 452-6111

PH: (719) 520-4713

TRI STATE GENERATION & TRANSMISSION WESTMINSTER, CO 80234

COLORADO INTERSTATE GAS/ KINDER MORGAN 24650 SMITH ROAD AURORA, CO 80019

8490 UMITILLA STREET FEDERAL HEIGHTS, CO 80206 PH: (720) 557-0060

# **PROJECT CONTACTS**

OWNERS REP BROOKFIELD RESIDENTIAL 6465 S. GREENWOOD PLAZA SUITE 700 CENTENNIAL, CO 80111 CONTACT: MATT HALEY PH: (303) 790-6593

DEWBERRY ENGINEERS INC. 2011 CHERRY STREET, SUITE 206 LOUISVILLE, CO 80027 CONTACT: SUE SIBEL, PE PH: (720) 975-0177

AZTEC CONSULTANTS INC. 300 E MINERAL AVE #1 LITTLETON, CO 80122" CONTACT: TONY PEALL, PLS PH: (303) 713-1898

AG WASSENAAR, INC. 2180 S. IVANHOE ST. SUITE 5 DENVER CO 80222 CONTACT: MIKE CONNER, PE PH: (303) 759-8100

LAND PLANNER: THE LAND PLANNING & DESIGN GROUP 5300 WESTVIEW DRIVE, STE 103 FREDERICK, MD 21701 CONTACT: JIM BAISH PH: (301) 695-6172

IRRIGATION DESIGN AND CONSULTING CONTACT: STEVE NELSON PH: (303) 442-7072

To request marking of underground facilities



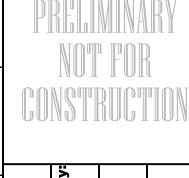
It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. responsibility for the underground facilities

Dewberry|J3 Engineers, Inc claims no depicted in this plan set. SITE BENCHMARK:

5/8" IRON ROD AND 1-1/2" ALUMINUM CAP STAMPED "CONTROL POINT" -ELEVATION = 5097.10 POINT IS LOCATED 200' NORTH OF THE NORTH EDGE ASPHALT OF LONGS PEAK STREET AND 60' EAST OF THE

EASTERNMOST EDGE OF ASPHALT OF

NORTH 50TH AVE.



BASIS OF BEARINGS: THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35. AS MONUMENTED AT THE WEST END BY 2" ALUMINUM CAP "ILLEGIBLE" AND AT THE EAST END BY A 3 1/4 " ALUMINUM CAP "ILLEGIBLE."

## **ENGINEERS GENERAL PROJECT NOTES:**

- 1. EXISTING UTILITIES THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND WERE BASED ON THE BEST AVAILABLE INFORMATION AND RECORDS. THE DEPICTED LOCATION OF THE EXISTING UTILITIES MAY NOT BE EXACT AND OTHER UTILITIES MAY ALSO BE PRESENT. LOCATION OF THE EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO EXCAVATION AND CONSTRUCTION. CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 OR CALL811.COM.
- 2. EXISTING FACILITIES EXISTING FACILITIES NOT INDICATED TO BE REMOVED SHALL BE PROTECTED IN PLACE OR REMOVED AND REPLACED IN KIND, AS APPROVED BY ENGINEER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICT.
- 3. SURVEY INFORMATION TOPOGRAPHIC MAPPING SHOWN ON THE DRAWINGS WAS PREPARED BY AZTEC CONSULTANTS, INC. BASED ON FIELD SURVEY. THE DATE OF SURVEY WAS AUGUST 11TH 2017, ACTUAL FEATURES AND TOPOGRAPHY MAY VARY. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS BEFORE THE START OF WORK.
- 4. GEOTECHNICAL INFORMATION A GEOTECHNICAL REPORT HAS BEEN PERFORMED BY AG. WASSEENAAR, INC. DATED JUNE 16, 2017 TITLE GEOTECHNICAL SITE DEVELOPMENT STUDY FOR PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT NORTHEAST OF EAST 160TH AVENUE AND APACHE PLUME STREET BRIGHTON CROSSING, PLANNING AREA 8 AND SHALL BE OBTAINED BY CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MEET ALL REQUIREMENTS ASSOCIATED WITH THE GEATECHNICAL REPORT DURING THE CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO COMPACTION REQUIREMENTS, DEWATERING METHODS, OVER—EXCAVATION REQUIREMENTS CONSIDERATION OF MATERIALS LIKELY TO EXHIBIT REFUSAL, MATERIALS STANDARDS AND PLACEMENT SPECIFICATIONS, ETC. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE GEOTECHNICAL ENGINEER OF CONFLICT OR DISCREPANCY BETWEEN THE GEOTCHNICAL REPORT REQUIREMENTS AND THE ASSOCIATED MUNICIPAL STANDARDS AND SPECIFICATIONS.
- 5. REFERENCE STANDARDS EXCEPT WHERE OTHERWISE PROVIDED FOR IN THESE PLANS AND SPECIFICATIONS, CITY OF BRIGHTON STANDARDS SHALL APPLY.
- 6. BOUNDARY CONDITIONS THE CONTRACTOR SHALL TAKE GREAT CARE IN TYING TO EXISTING/BOUNDARY CONDITIONS AT THE PROJECT'S SURROUNDING INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO GRADING TIES, UTILITY CONNECTIONS, PAVEMENT AND FLATWORK CONNECTIONS. THE CONTRACTOR SHALL VALIDATE ALL TIE LOCATIONS AND ELEVATIONS AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ADDITIONALLY, THE CONTRACTOR SHALL MEET ALL EXISTING GRADE ELEVATIONS AT INFRASTRUCTURE TIE POINTS AS EXPERIENCED (AS OBSERVED) IN THE FIELD. ANY COST OR SCHEDULE IMPACTS BORN BY FAILING TO ADHERE TO THIS REQUIREMENT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 7. QUANTITIES & BID TABULATION ALL ESTIMATES OR QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR / SUBCONTRACTOR, WHO SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES AND PROVIDING THE WORK AND MATERIALS AS SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM AN INDEPENDENT TAKE—OFF OF ALL QUANTITIES, TO NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES (INCLUDING UNLISTED ITEMS), AND TO SUBMIT AN ADD—ALTERNATE BID IDENTIFYING THE DISCREPANCIES PRIOR TO FINAL EXECUTION OF THE CONSTRUCTION CONTRACT.
- 8. RETAINING WALLS RETAINING WALLS DEPICTED IN THESE DRAWINGS REFERENCE TOP OF WALL AND BOTTOM OF WALL ELEVATIONS AT FINISHED GRADE. ADDITIONAL WALL BURY DEPTH MAY BE REQUIRED BASED ON MANUFACTURE SPECIFICATIONS AND/OR STRUCTURAL DESIGN, BY OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING SHOP DRAWINGS AND PROVIDING A BID PRICE WHICH REFLECTS THE TOTAL WALL QUANTITY, INCLUDING THE BURY DEPTH.
- 9. WATERWAY/STREAM WORK ANY WORK THAT WILL TAKE PLACE IN AND AROUND A STREAM OR DRAINAGEWAY MAY BE SUBJECT TO PERIODIC FLOODING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF SURFACE AND SUBSURFACE WATER DURING THE COURSE OF THE WORK. ANY DAMAGE TO THE WORK RESULTING FROM SURFACE FLOWS, BASE FLOWS, OR FLOOD FLOWS INCLUDING BUOYANCY FORCES ON PIPELINES AND OTHER FACILITIES SHALL BE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE COST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND SATISFYING THE REQUIREMENTS OF ANY APPLICABLE PERMITS PERTAINING TO WATER AND EROSION CONTROL. GRADING, EROSION AND SEDIMENT CONTROL PLANS HAVE BEEN APPROVED BY CITY OF BRIGHTON AND SHALL REMAIN IN FULL FORCE DURING CONSTRUCTION ACTIVITIES AND AS REQUIRED BY THE MUNICIPALITY. THE COST OF THE GESC PERMIT AND ALL OTHER INCIDENTAL COSTS ASSOCIATED WITH PERMIT COMPLIANCE AND SURFACE AND SUBSURFACE FLOODING PROTECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- 10. DEWATERING IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE APPLICABILITY, MEANS, AND METHODS OF ANY DEWATERING ACTIVITIES REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT AND AS DIRECTED ON THE PLAN OR GEOTECHNICAL REPORT. ADDITIONALLY, IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN AND COMPLY WITH THE APPROPRIATE PERMITS. THIS EFFORT SHALL BE REFLECTED IN THE CONTRACTOR'S CONSTRUCTION SCHEDULE AND BASE BID AS NECESSARY.
- 11. FEDERAL FLOODPLAIN PERMITTING CONSTRUCTION OF THE IMPROVEMENTS WITHIN THIS PLAN SET MAY LIE IN A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DESIGNATED FLOODPLAIN. THE CONTRACTOR IS TO ENSURE ALL PERMITS AND ASSOCIATED APPROVALS NECESSARY TO PERFORM WORK ARE OBTAINED PRIOR TO CONSTRUCTION ACTIVITIES.
- 12. WATERS OF THE US PERMITTING CONSTRUCTION OF THE IMPROVEMENTS WITHIN THIS PLAN SET MAY LIE WITHIN IDENTIFIED WATERS OF THE US. THE CONTRACTOR IS TO ENSURE ALL PERMITS AND ASSOCIATED APPROVALS NECESSARY TO PERFORM WORK ARE OBTAINED PRIOR TO CONSTRUCTION ACTIVITIES.
- 13. STABLE EXCAVATION AND DEMOLITION LIABILITY THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING STABLE EXCAVATIONS AND TEMPORARY SLOPES AND FOR SATISFYING ALL APPLICABLE OSHA, FEDERAL, STATE AND LOCATION REGULATIONS. TEMPORARY EXCAVATIONS SHALL PROVIDE, AT MINIMUM, THE TRENCH DIMENSIONS AND CLEARANCES SHOWN OR SPECIFIED BY MUNICIPAL STANDARDS, REQUIREMENTS OR DETAILS WITH THE APPROVED CONSTRUCTION PLANS AND PROJECT GEOTECHNICAL REPORT OR BY STANDARD ENGINEERING PRACTICE. TEMPORARY CONSTRUCTION SLOPES SHALL BE SLOPED, SHORED, SHEETED, AND/OR BRACED IN ACCORDANCE WITH STABILITY REQUIREMENTS OR APPLICABLE REGULATIONS, AND SHALL BE NO STEEPER THAN THE SLOPES SHOWN OR SPECIFIED WITH THE APPROVAL OF THE ENGINEER. ANY SUCH APPROVALS BY THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FROM SOLE RESPONSIBILITY FOR PROVIDING STABLE EXCAVATIONS AND TEMPORARY SLOPES.
- 14. LIMITS OF WORK THE LIMITS OF CONSTRUCTION (LOC) FOR THIS PROJECT IS SHOWN WITHIN THE CONSTRUCTION PLANS. CONTRACTOR SHALL LIMIT ALL CONSTRUCTION ACTIVITIES AND DISTURBANCES TO LIMITS OF CONSTRUCTION OR AS ALLOWED BY THE MUNICIPAL INSPECTOR.
- 15. WORK CONDITIONS THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PEOPLE AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- 16. PLANS AND CLARIFICATIONS THE CONTRACTOR SHALL ENSURE ONE COPY OF THE APPROVED PLANS ARE ON SITE AT ALL TIMES. FURTHER, THE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL SUB—CONTRACTORS WITH THE APPROVED PLANS AND VERIFYING THAT ALL CONSTRUCTION IS IN ACCORDANCE WITH THE APPROVED PLAN SET(S). THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CLARIFICATIONS OR DISCREPANCIES ON ANY INFORMATION SHOWN ON THE DRAWINGS, PRIOR TO CONSTRUCTION.
- 17. WEED CONTROL CONTRACTOR SHALL MAINTAIN CONTROL OF WEEDS ON THE CONSTRUCTION SITE, AND WITHIN 50 FEET OF THE CONSTRUCTION SITE, IF NECESSARY, STARTING WITH CONSTRUCTION STARTUP AND CONTINUING THROUGH THE END OF THE PRESCRIBED MAINTENANCE PERIOD IDENTIFIED BY MUNICIPAL STANDARDS OR IN THE PROJECT SPECIFICATIONS. ANNUAL WEEDS MAY REQUIRE MOWING SEVERAL TIMES PER GROWING SEASON TO PREVENT SEED SET. BIENNIAL AND PERENNIAL WEEDS AND NOXIOUS WEEDS MAY REQUIRE SPOT APPLICATION OF APPROVED HERBICIDES BY A STATE CERTIFIED WEED CONTROL SPECIALIST TO PREVENT SEED SET. ALL WEED CONTROL SHALL BE IN ACCORDANCE WITH MUNICIPAL STANDARDS.
- 18. TREE PROTECTION ALL TREES ARE TO BE PROTECTED DURING CONSTRUCTION UNLESS IDENTIFIED ON THE PLANS FOR REMOVAL. THE CONTRACTOR IS TO IDENTIFY TREES FOR REMOVAL AND THEN NOTIFY THE CONSTRUCTION MANAGER / ENGINEER PRIOR TO ANY TREE REMOVAL. THE CONSTRUCTION MANAGER / ENGINEER WILL VERIFY THE TREES IDENTIFIED FOR REMOVAL PRIOR TO THE CONTRACTOR COMMENCING TREE MITIGATION. IN THE EVENT A PROTECTED TREE IS DAMAGED OR DESTROYED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR THE MITIGATION REQUIREMENTS AND MAY PAY DAMAGES UP TO THREE TIMES MARKET VALUE OF THE TREE.
- 19. ASBESTOS MITIGATION THE CONTRACTOR SHALL VERIFY, IN ALL STAGES OF DEMOLITION AND/OR CONSTRUCTION ACTIVITIES, THAT THE SITE IS FREE OF ASBESTOS. IF ASBESTOS IS DISCOVERED ONSITE THE CONTRACTOR SHALL STOP ALL OPERATIONS AND SUBMIT AN ASBESTOS MITIGATION PLAN FOR REVIEW AND APPROVAL BY THE CITY OF BRIGHTON AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT. UPON ASBESTOS MITIGATION PLAN APPROVAL, THE CONTRACTOR SHALL REMOVE ASBESTOS IN ACCORDANCE WITH THE APPROVED PLAN AND IN COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND GUIDELINES. THE CONTRACTOR SHALL EMPLOY MEANS OF AIR QUALITY MONITORING AND TESTING. THE CONTRACTOR SHALL SUBMIT MONITOR AND TEST RESULTS TO THE CITY OF BRIGHTON AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR REVIEW.

## **CITY OF BRIGHTON STANDARD NOTES:**

FOLLOWING FINAL APPROVAL OF THE PLANS, THE DEVELOPER MAY PROCEED WITH CONSTRUCTION. IN ADDITION TO ALL CONSTRUCTION REQUIREMENTS CONTAINED IN OTHER PORTIONS OF THESE STANDARDS, THE DEVELOPER AND HIS CONTRACTOR SHALL OBSERVE THE FOLLOWING:

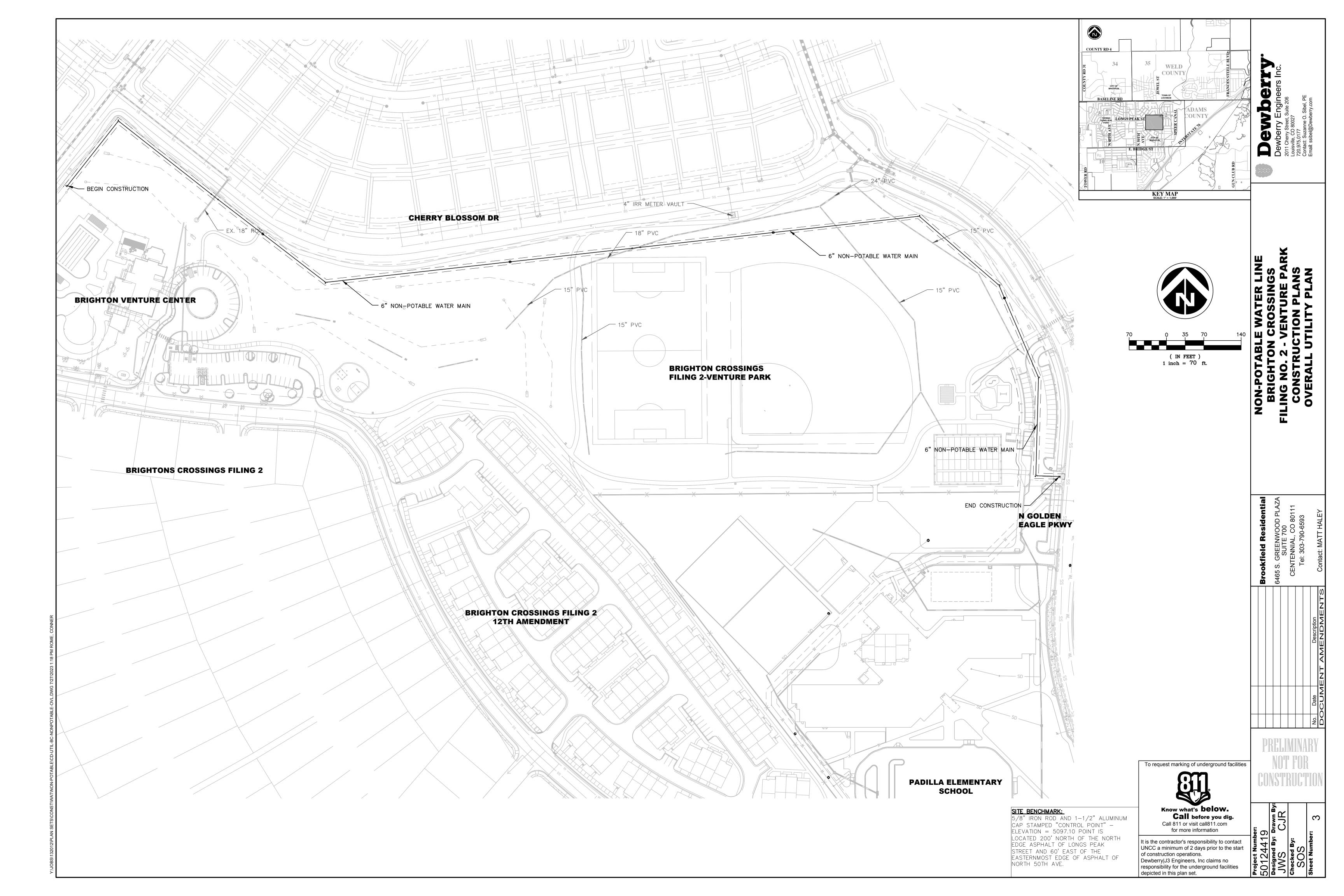
- A. PRIOR TO THE COMMENCEMENT OF WORK, A PRECONSTRUCTION CONFERENCE SHALL BE HELD BETWEEN PERSONNEL REPRESENTING THE BRIGHTON DEPARTMENT OF PUBLIC WORKS AND THE CONTRACTOR WHO IS SCHEDULED TO PERFORM THE WORK
- B. CONSTRUCTION SHALL COMMENCE WITHIN 12 MONTHS OF THE APPROVAL DATE SHOWN ON THE PLANS OR THE PLANS MUST BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
- C. THE WORK SHALL BE SURVEYED AND STAKED UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR IN ACCORDANCE WITH THE APPROVED PLANS.
- D. THE BRIGHTON DEPARTMENT OF PUBLIC WORKS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO START OF WORK.
- E. ADEQUATE PROVISIONS FOR NOTIFICATION OF CUSTOMERS WHO MAY EXPERIENCE A LOSS OF WATER OR SEWER SERVICES MUST BE DEVELOPED. SUCH OUTAGES SHALL BE KEPT TO A MINIMUM IN COMPLIANCE WITH THESE STANDARDS.
- F. ALL WORK RELATING TO WATER AND SANITARY SEWER UTILITIES SHALL BE INSPECTED BY A DEPARTMENT OF PUBLIC WORKS INSPECTOR. MAINS WILL ONLY BE TAPPED AFTER HAVING BEEN INSTALLED TO THE SATISFACTION OF THE INSPECTOR, CHLORINATED, PRESSURE/CLEARWATER TESTED AND RELEASED BY THE DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL MAKE HIS OWN WATER TAPS ON NEW WATER MAINS INSTALLED BY THE CONTRACTOR PRIOR TO INTEGRATION WITH THE PRESENT CITY WATER SYSTEM, AND THE CITY SHALL NOT ASSESS ANY TAP CHARGE FOR THE SAME EXCEPT THAT THE OWNER SHALL PAY AN INSPECTION FEE AND THE COST OF THE WATER METER IN EFFECT AT THE TIME THE BUILDING PERMIT IS ISSUED, THE METER TO BE SUPPLIED BY THE CITY.
- G. NO WORK SHALL COMMENCE UNTIL THE INSTALLING CONTRACTOR HAS AN APPROVED SET OF PLANS FROM THE BRIGHTON DEPARTMENT OF PUBLIC WORKS AND CURRENT SPECIFICATIONS IN HIS POSSESSION. THE CITY'S APPROVAL WILL BE FOR GENERAL CONFORMITY TO THE PLANS AND WILL NOT CONSTITUTE BLANKET APPROVAL OF ALL DIMENSIONS, QUANTITIES AND DETAILS OF THE MATERIAL OR EQUIPMENT SHOWN. NOR SHALL SUCH APPROVAL RELIEVE THE CONTRACTOR OR CONSULTING ENGINEER OF THIS RESPONSIBILITY FOR ERRORS CONTAINED IN THE DRAWINGS.
- H. STREETS SHALL NOT BE PAVED UNTIL METER PIT LOCATIONS HAVE BEEN VERIFIED IN THE FIELD. NO PAVING PERMITS SHALL BE ISSUED UNTIL A RELEASE IS GIVEN BY THE BRIGHTON DEPARTMENT OF PUBLIC WORKS.
- I. APPROVAL BY THE CITY SHALL IN NO MANNER RELIEVE THE DEVELOPER/CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE PLANS. ANY ERRORS SHALL BE CORRECTED BY THE DEVELOPER/CONTRACTOR TO THE SATISFACTION OF THE BRIGHTON DEPARTMENT OF PUBLIC WORKS AND AT NO EXPENSE TO THE CITY.
- J. WHERE A CONFLICT OCCURS BETWEEN OR WITHIN STANDARDS, SPECIFICATIONS, AND DRAWINGS, THE MORE STRINGENT OR HIGHER QUALITY REQUIREMENTS SHALL APPLY.
- K. INSTALLATION OF ALL NEW FACILITIES IN BRIGHTON'S SERVICE AREA SHALL BE INSPECTED AND APPROVED BY A BRIGHTON DEPARTMENT OF PUBLIC WORKS INSPECTOR.
- L. THE INSPECTOR SHALL SEE THAT MATERIALS ARE FURNISHED AND THE WORK IS PERFORMED IN ACCORDANCE WITH CITY DEPARTMENT OF PUBLIC WORKS APPROVED PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH ALL REASONABLE AID AND ASSISTANCE REQUIRED BY THE CITY OR INSPECTOR FOR THE PROPER EXAMINATION OF THE MATERIAL AND WORK. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED WORKMANSHIP PRACTICES AND THESE ENGINEERING STANDARDS. ANY WORK NOT ACCEPTED BY THE INSPECTOR SHALL BE REDONE UNTIL COMPLIANCE WITH THESE STANDARDS IS ACHIEVED. INSTRUCTIONS GIVEN BY THE INSPECTOR RELATING TO QUALITY OF MATERIALS AND WORKMANSHIP MUST BE OBEYED AT ONCE BY THE CONTRACTOR. THE INSPECTOR SHALL NOT SUPERVISE NOR SET OUT WORK OR GIVE LINE AND GRADE STAKES. ALL MATERIALS USED SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE INSPECTOR AT ALL TIMES. THE INSPECTOR HAS THE RIGHT TO PERFORM ANY TESTING DEEMED NECESSARY TO ENSURE COMPLIANCE OF THE MATERIAL WITH THESE STANDARDS. NO MATERIAL SHALL BE USED BEFORE BEING INSPECTED AND APPROVED BY THE INSPECTOR. FAILURE OR NEGLECT ON THE PART OF THE INSPECTOR TO CONDEMN OR REJECT INFERIOR MATERIALS OR WORK SHALL NOT BE CONSTRUED TO IMPLY THEIR ACCEPTANCE SHOULD THEIR INFERIORITY BECOME EVIDENT AT ANY TIME PRIOR TO FINAL ACCEPTANCE OF THE WORK. INSPECTORS HAVE THE AUTHORITY TO REJECT DEFECTIVE OR INFERIOR MATERIALS AND/OR DEFECTIVE WORKMANSHIP AND TO SUSPEND WORK UNTIL SUCH TIME AS THE CONTRACTOR SHALL CORRECT THE DISCREPANCIES IN QUESTION. WHENEVER DEFECTIVE MATERIALS AND WORK ARE REJECTED, THE CONTRACTOR SHALL PROMPTLY REMOVE SUCH DEFECTIVE MATERIALS FROM THE JOB SITE AND REPLACE ALL DEFECTIVE PORTIONS TO THE SATISFACTION OF THE ENGINEER OR HIS REPRESENTATIVE. IN THE EVENT THE CONTRACTOR FAILS TO REMOVE REJECTED ITEMS FROM THE JOB SITE WITHIN A REASONABLE LENGTH OF TIME, THE ENGINEER MAY ARRANGE FOR SUCH REMOVAL AT THE EXPENSE OF THE CONTRACTOR. INSPECTION SHALL NOT RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK STRICTLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OR ANY APPROVED MODIFICATIONS THEREOF. WORK NOT SO CONSTRUCTED SHALL BE REMOVED AND CORRECTED BY THE CONTRACTOR AT HIS SOLE EXPENSE, WHENEVER SO ORDERED BY THE ENGINEER, WITHOUT REFERENCE TO ANY PREVIOUS ERROR OR OVERSIGHT IN INSPECTION.
- M. EXCEPT IN CASES OF EMERGENCY, AUTHORIZATION FROM THE CITY IN ADVANCE, MAINTENANCE OR PROTECTION OF WORK ALREADY DONE, NO WORK SHALL BE ALLOWED BETWEEN THE HOURS OF 5 P.M. AND 8 A.M. NOR ON SATURDAY, SUNDAY OR LEGAL HOLIDAYS UNLESS APPROVED BY THE ENGINEER IN EACH CASE. WHEN INSPECTORS ARE REQUIRED TO WORK OVERTIME, IT SHALL BE AT THE CONTRACTOR'S EXPENSE, PROVIDED, HOWEVER, SUCH INSPECTORS SHALL REMAIN EMPLOYEES OF THE CITY FOR ALL PURPOSES. FORTY—EIGHT HOURS NOTICE SHALL BE REQUIRED FOR REQUESTING ANY INSPECTION IN SERVICES OUTSIDE OF NORMAL BUSINESS HOURS. PAYMENT FOR SUCH OVERTIME WORK SHALL BE MADE BY CHECK TO THE CITY DEPARTMENT OF PUBLIC WORKS PRIOR TO FINAL ACCEPTANCE.
- N. IN THE EVENT ONE OR MORE INSPECTORS REPRESENTING PRIVATE CONSULTING ENGINEERING FIRMS ARE ALSO INSPECTING A PROJECT, ALONG WITH CITY DEPARTMENT OF PUBLIC WORKS INSPECTORS, THE INSTRUCTIONS GIVEN BY THE DEPARTMENT OF PUBLIC WORKS SHALL PREVAIL IN THE EVENT OF CONFLICTING INSTRUCTIONS.

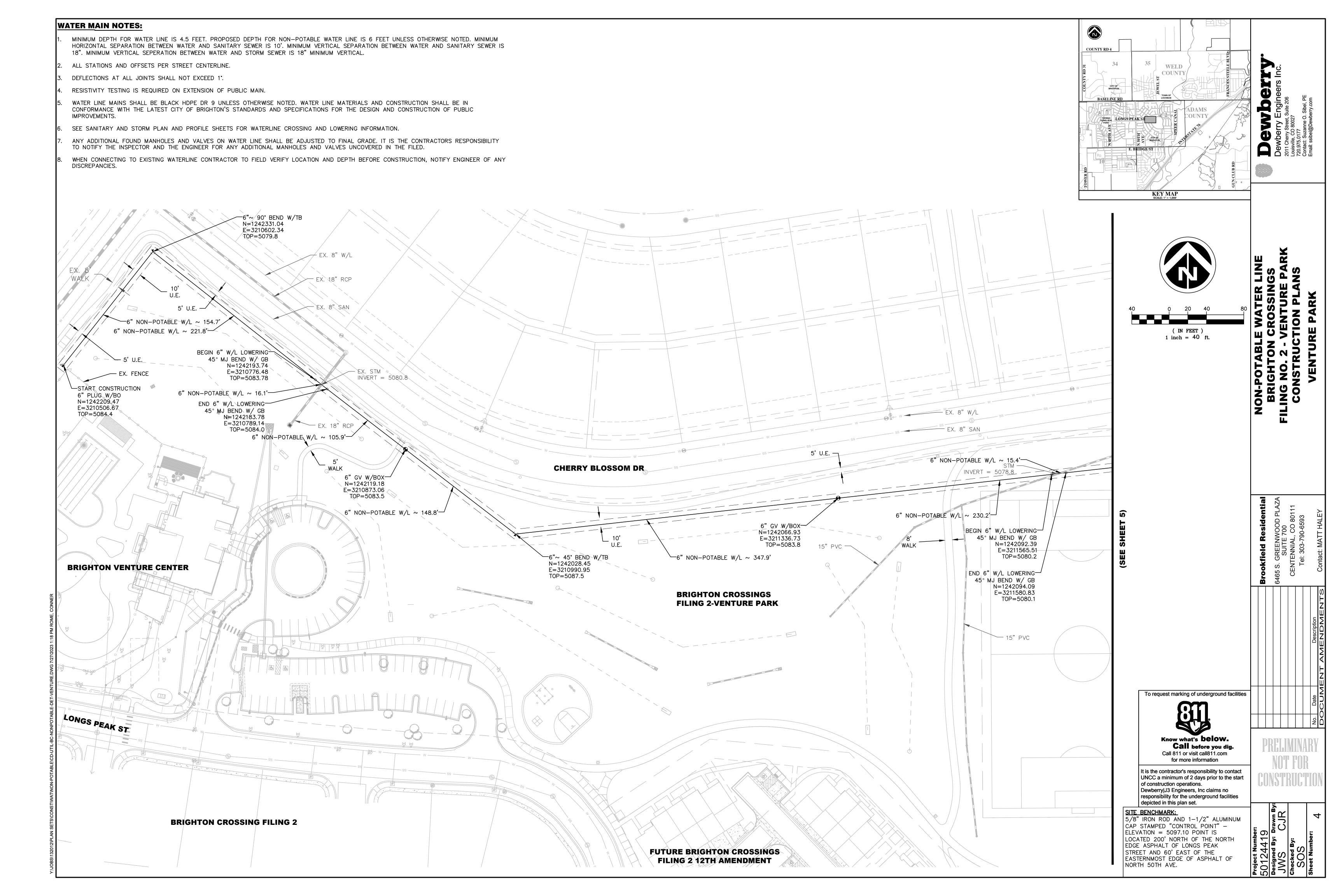


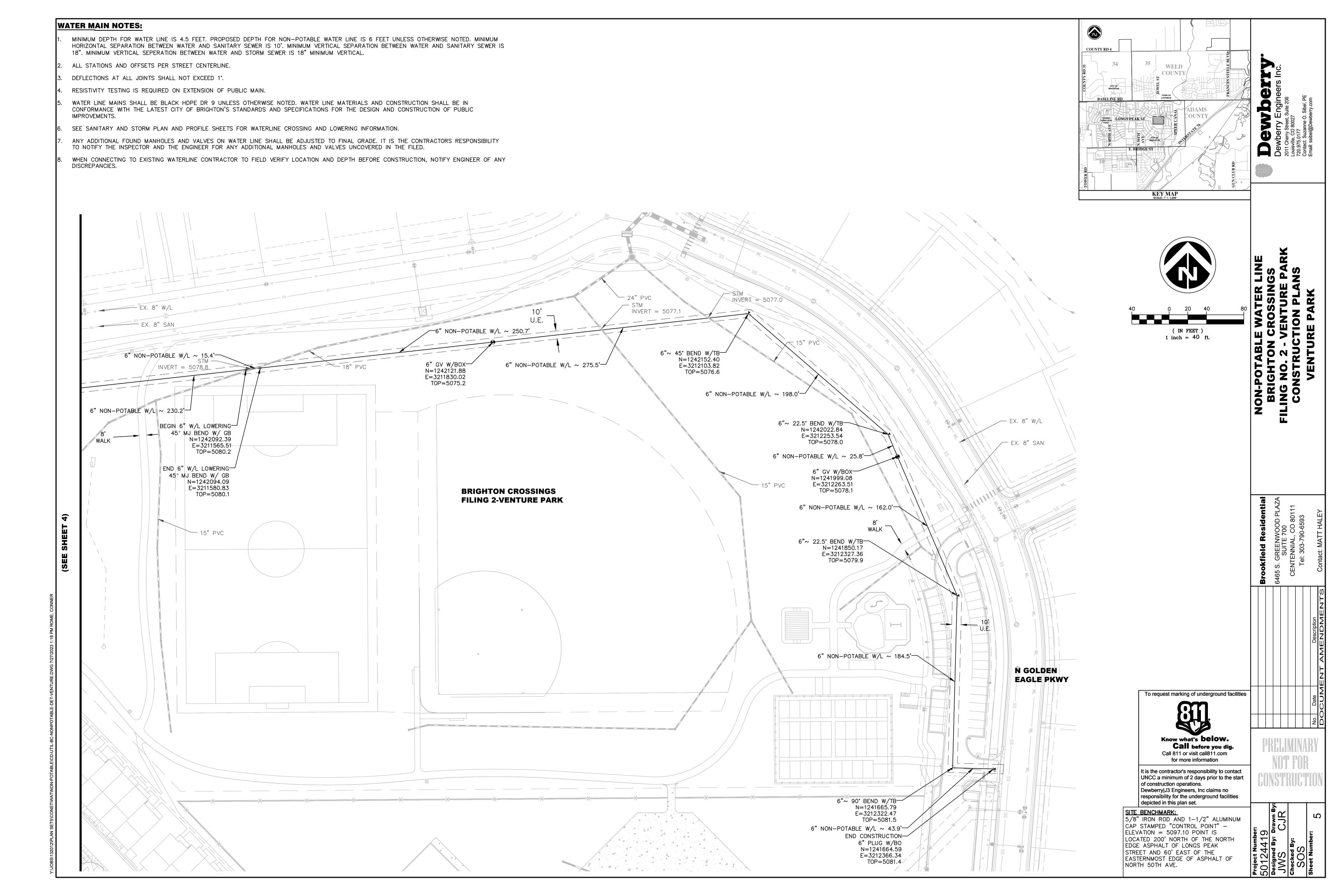


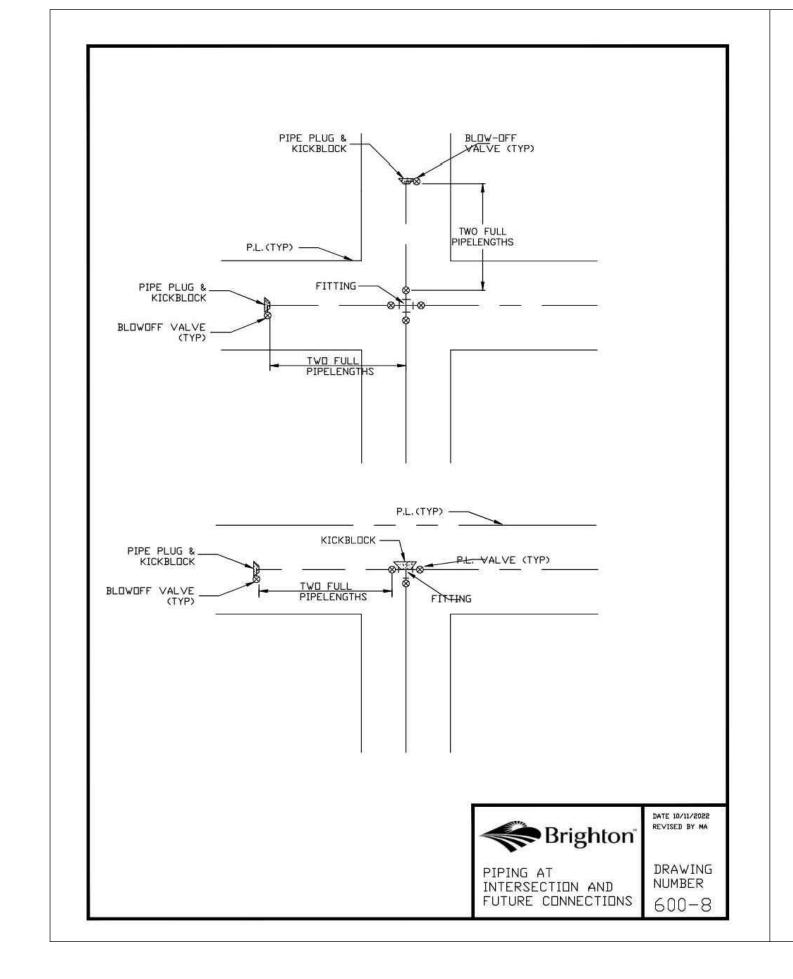
NON-POTABLE WATER LI BRIGHTON CROSSING FILING NO. 2 - VENTURE P CONSTRUCTION PLAN

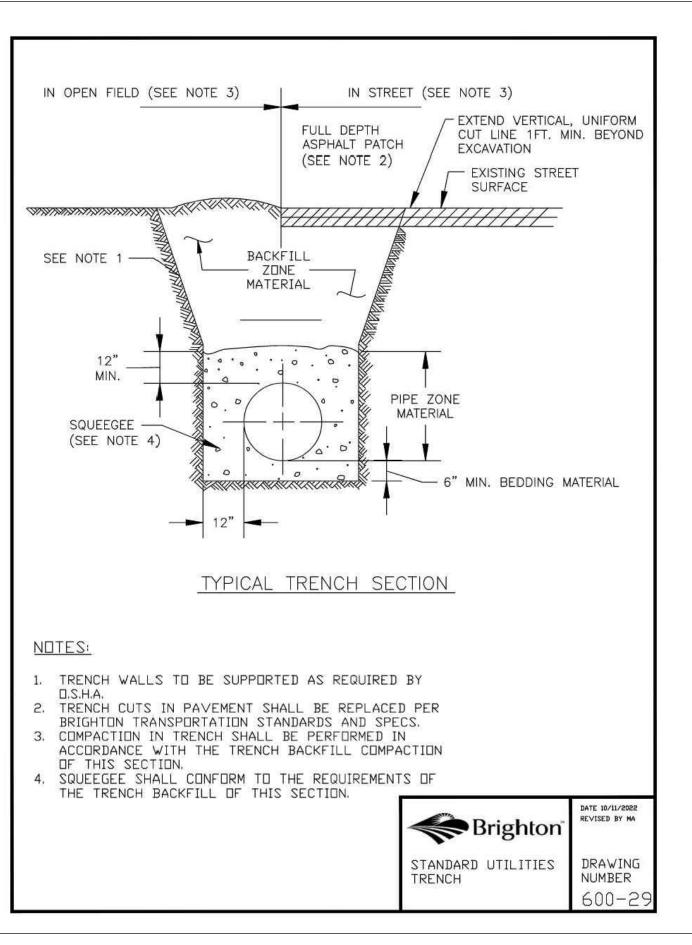
signed By: Drawn By
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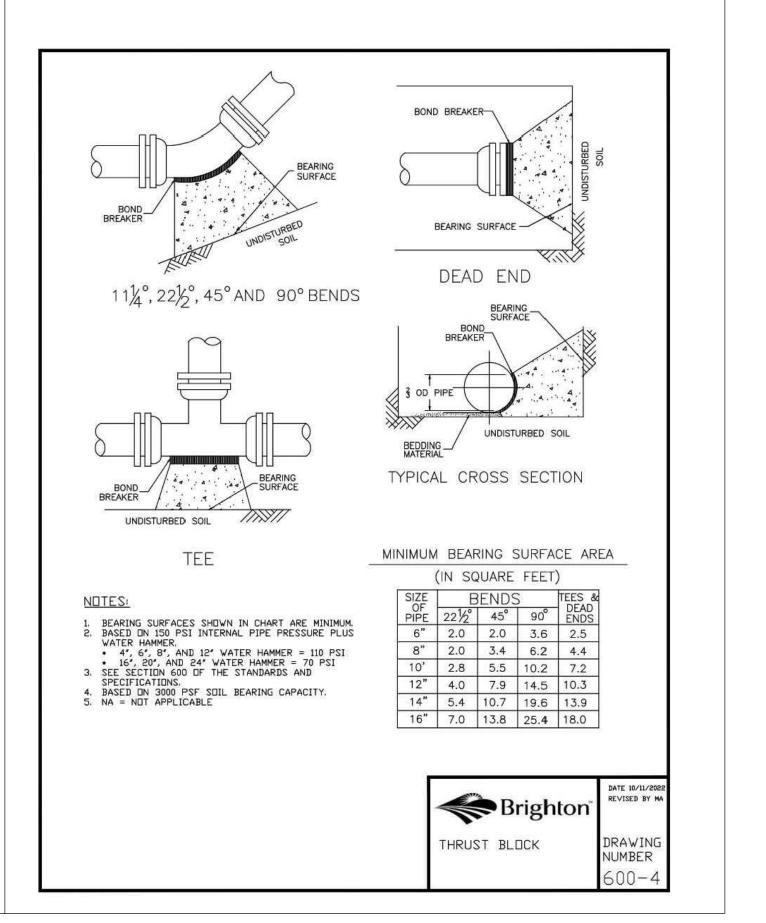






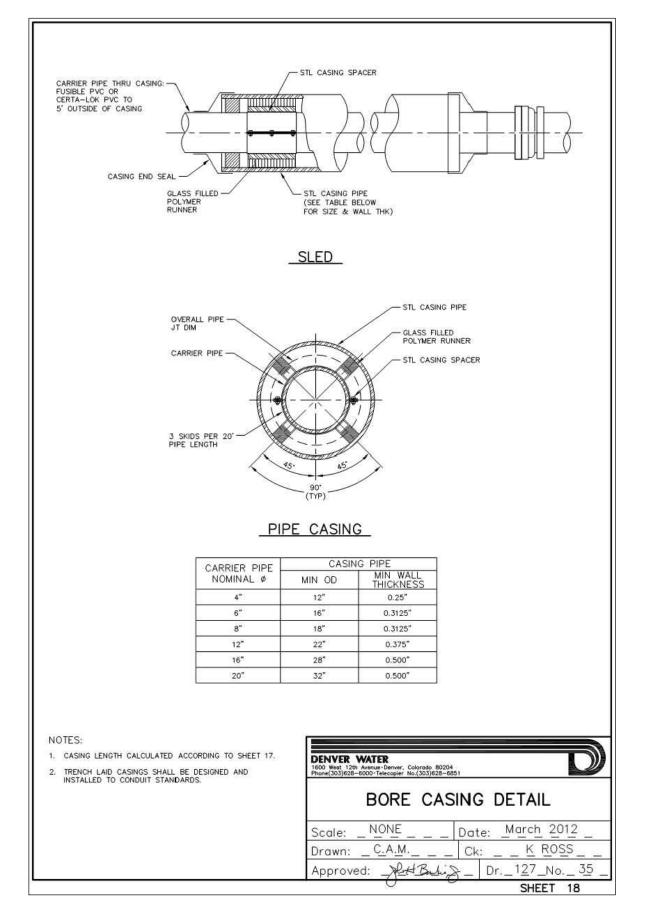


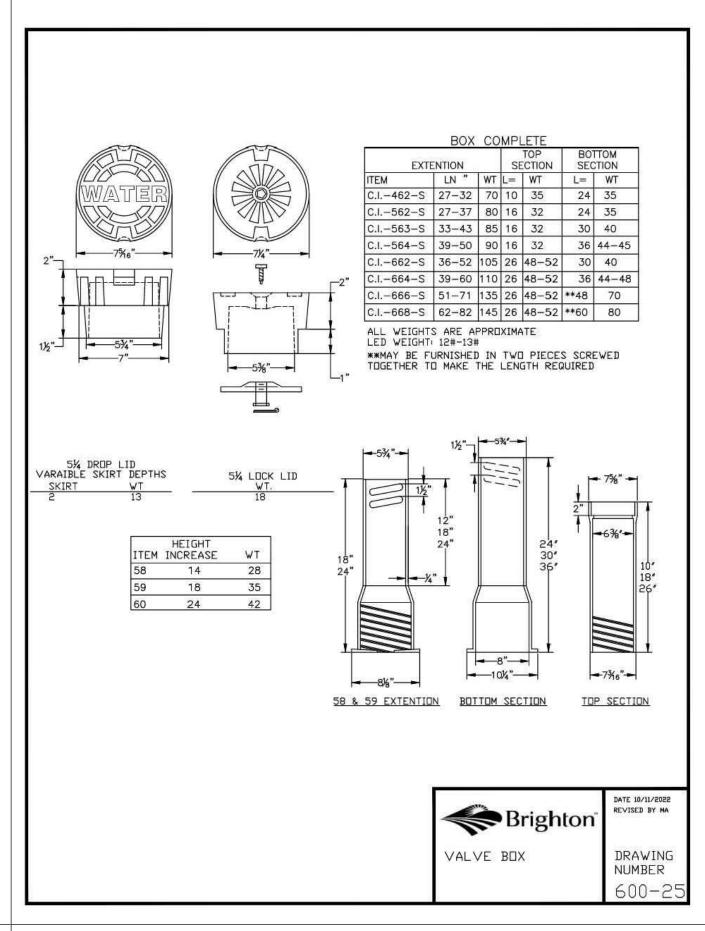


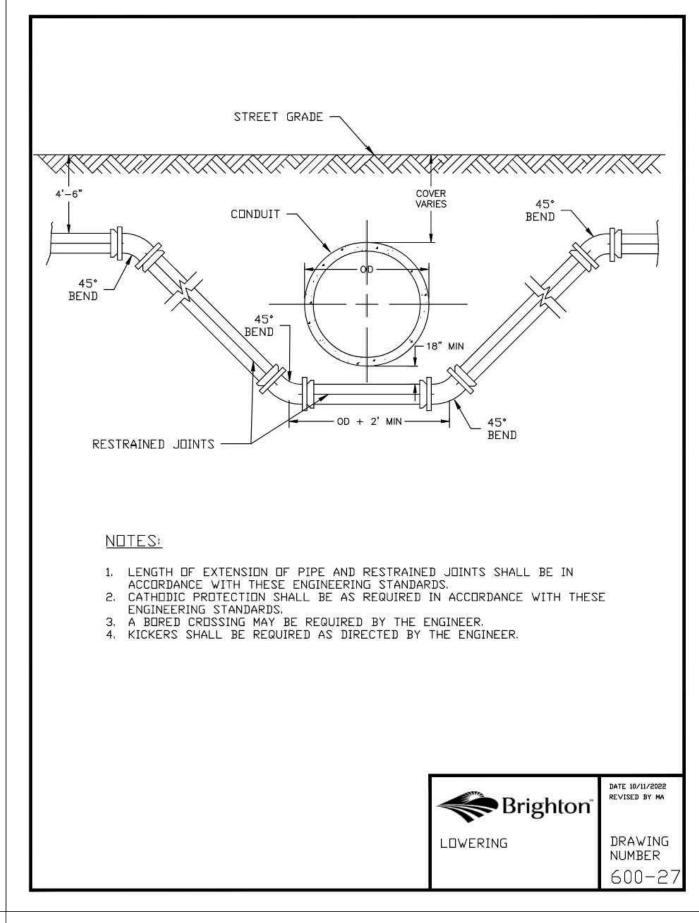


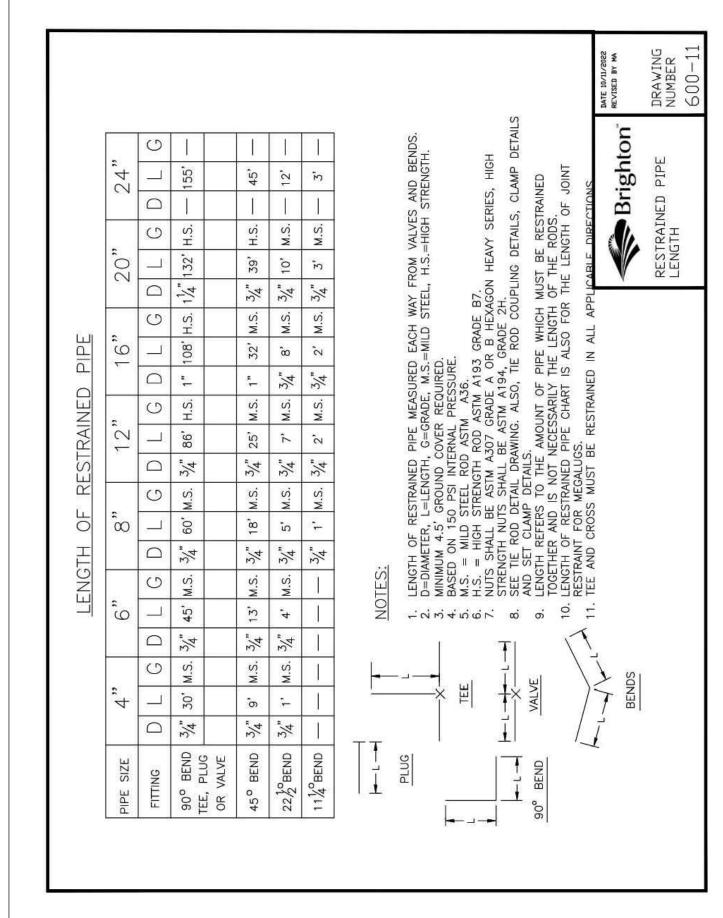


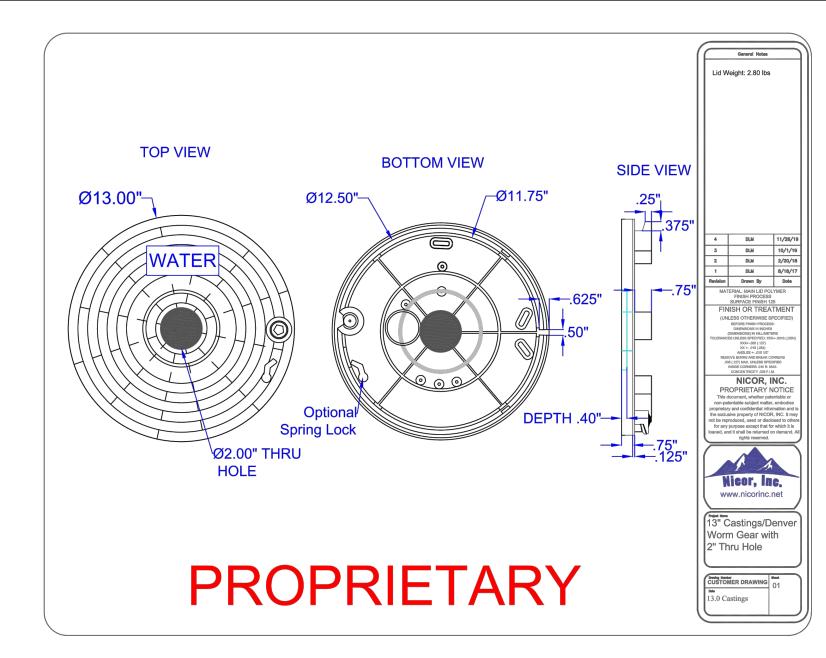
Brookfield Residential
6465 S. GREENWOOD PLAZA
SUITE 700
CENTENNIAL, CO 80111
Tel: 303-790-6593

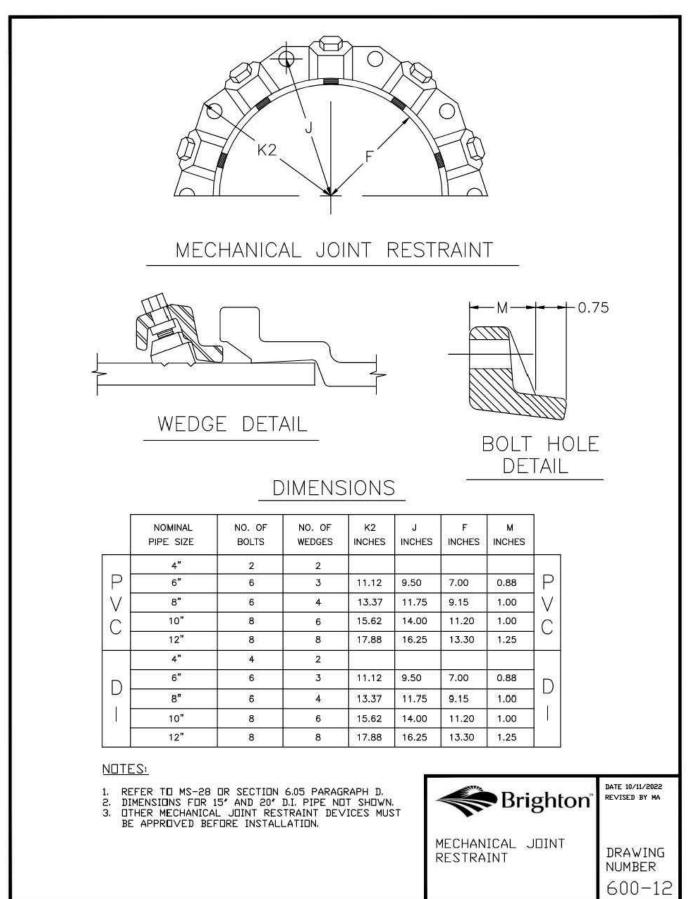


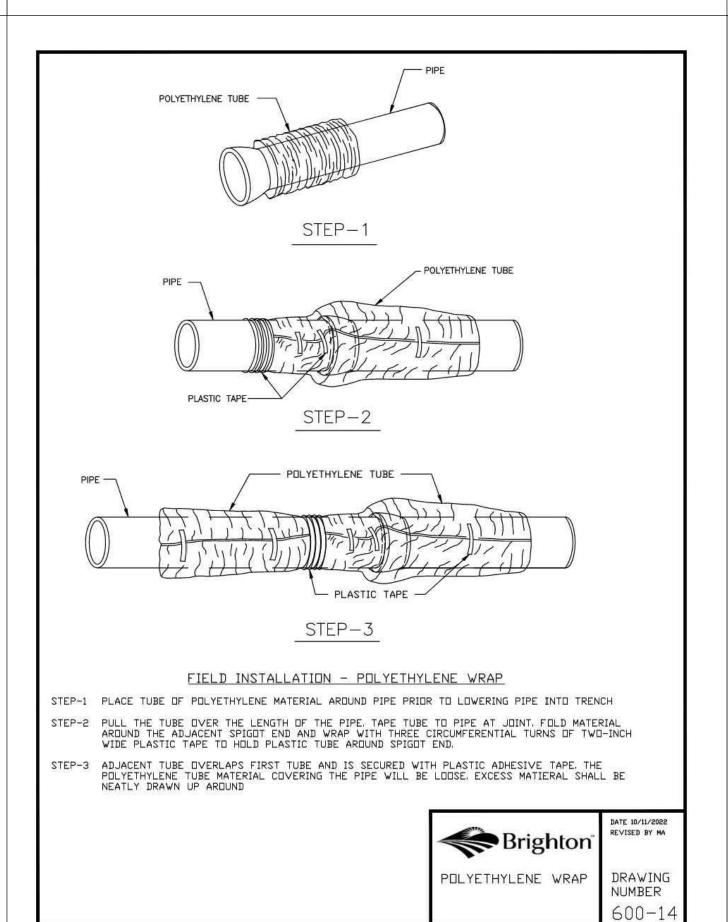


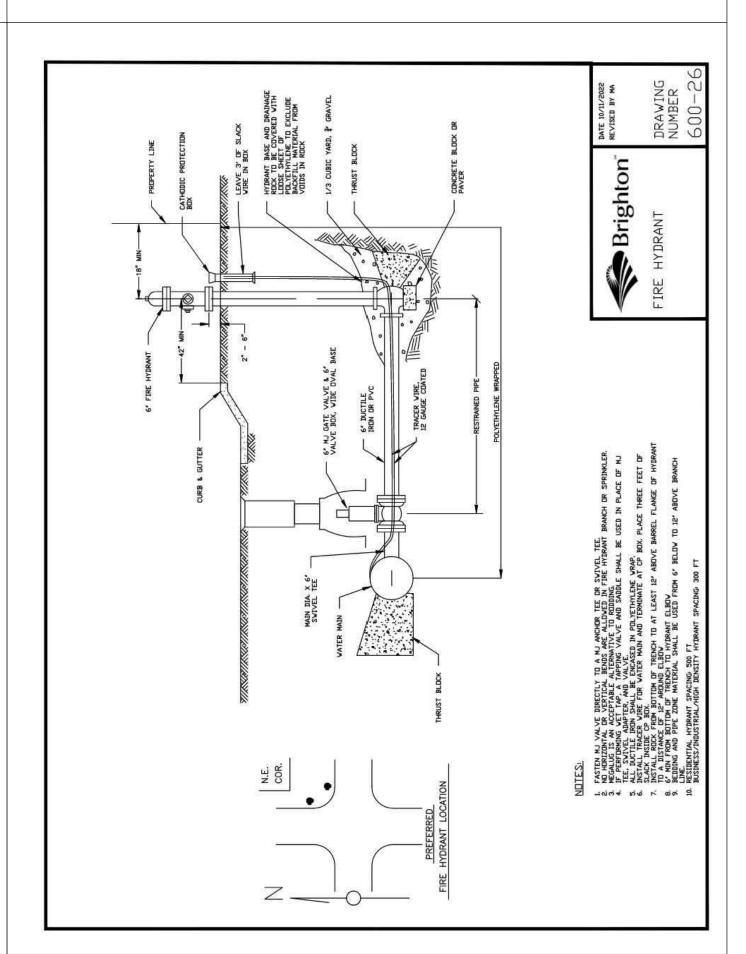


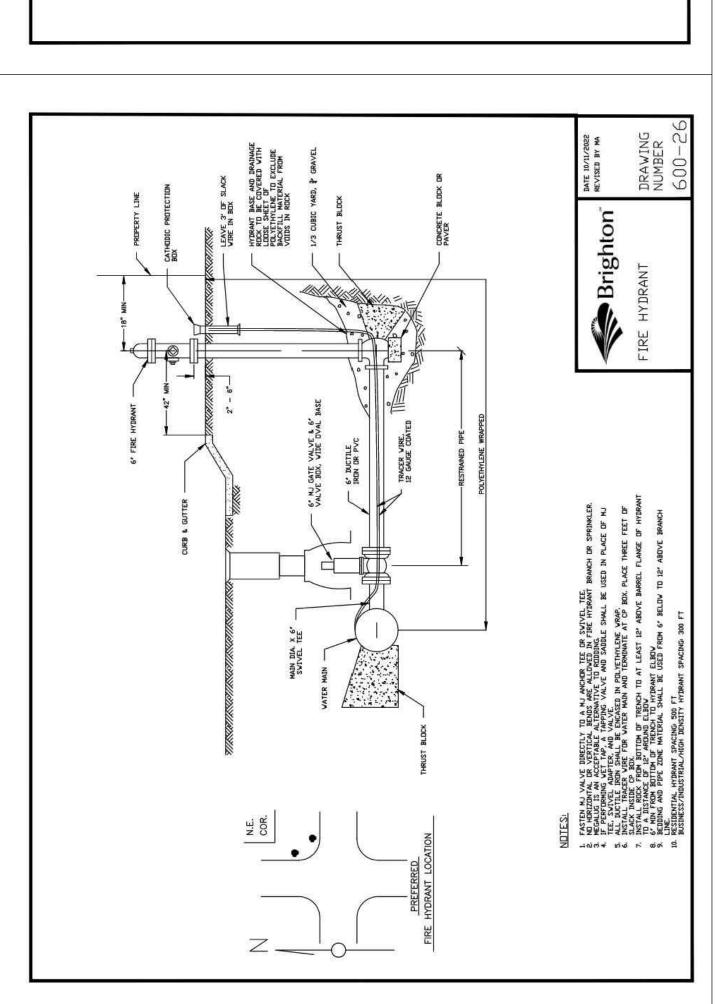












Project Number:				
50124419				<b>Brookfield Reside</b>
01117100				
Designed by: Drawn by:	LUU			6465 S. GREENWOOD P
JWS CJR	ע ע			SUITE 700
Checked By:	Ш			CENTENNIAL, CO 801
S.C.S.				Tel: 303-790-6593
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Aberry Engineers Inc.

NON-POTABLE WATER LINE BRIGHTON CROSSINGS LING NO. 2 - VENTURE PARK CONSTRUCTION PLANS

**DETAILS** 

# Exhibit B

## **OPINION OF PROBABLE COSTS**



**Engineers Cost Estimate** 

Prepared: CJR
Project: Non-Potable Water Main Venture Park

**Job No:** 50124419

Date: 7/27/2023

Item No.	Items	Quantity	Unit	u	nit Cost			Total Cost	Comment
SENER	AL CONDITIONS ITEMS								
1	Mobilization	1	LS	\$	20,000.00	=	\$	20,000.00	General mobilization of cost
		GENERAL CON	NDITIONS I	TEMS	SUBTOTAL		\$	20,000.00	
VATER									
1	6" Non-potable water main, HDPE	2390.00	LF	\$	83.70	=	\$	200,043.00	
2	6" Gate valve with box	4	EA	\$	2,527.20	=	\$	10,108.80	
3	6" Bends With Thrust Block	6	EA	\$	924.00	=	\$	5,544.00	
4	6" Plug with Temp Blowoff	2	EA	\$	3,084.00	=	\$	6,168.00	
5	Water Line Lowering at Storm Crossing	2	EA	\$	9,720.00	=	\$	19,440.00	2 crossings, 1 under EX. Storm
WATER SUBTOTAL							\$	241,303.80	
OTAL									
SUBTOTAL							\$	261,303.80	
10% CONTINGENCY							\$	26,130.38	
5% CONSTRUCTION ADMINISTRATION							\$	13,065.19	
5% CONSTRUCTION SURVEY					ON SURVEY		\$	13,065.19	
TOTAL CONSTRUCTION COST					ON COST		\$	313,564.56	