

## BROOKFIELD SEWER EXTENSION REIMBURSEMENT AGREEMENT

This agreement ("Agreement") is made and entered into this 18 day of March, 2020, by and between the City of Grand Junction, a Colorado home rule municipality ("City"), and Darin Carei, ("Developer").

### RECITALS:

The City is the manager of the Persigo Wastewater Treatment Facility ("Regional Sewer" or "System") and in such capacity controls the use of and access to the sewer facilities located within the 201 Service Area. Developer represents that it is the owner of property as shown on Exhibit 1, attached hereto, more particularly described as Brookfield North Filing One Subdivision with reception number 2873645 in the records of Mesa County, State of Colorado, "Property". Developer is required to dispose of its sewage waste through the System. Developer desires to recoup some of its costs incurred in construction of a sewer line extension, along with appurtenant facilities such as manholes "Improvements" from the owners of property who connect to and receive a benefit from use of the Improvements paid for and installed by the Developer. Such property owners are termed "Future Users" and are those persons who develop within the area shown on the attached Exhibit 1 and who are deemed to benefit from their connection to and use of the Improvements specifically and the System in general.

The City has determined that it is in the best interest of the regional system to install the Improvements in a manner so that they will serve the Developer's property and Future Users who later tie into the System. The City recognizes that Future Users will receive benefit from this Developer's construction of the Improvements because Future Users will not have to construct as long a line in order to receive sewer service.

The Developer wants the City to collect payments/reimbursement from Future Users when/if such Future Users connect to the System as provided for herein, however, the City is only willing to collect money for reimbursement to the Developer if the City is not at risk, even for its own negligence and only if the City is paid as provided herein.

### NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. The above Recitals are intended to state the intent of the Developer and the City and shall constitute substantive terms of this Agreement. In addition, the Recitals shall form a basis to construe the several provisions hereof in the event that there is an ambiguity, or the intent of the parties is otherwise unclear. Any rule such that any ambiguities shall be construed against the drafter shall not apply to this Agreement; the Developer and City agree that each is fully capable of engaging its own attorney(s) and other expert(s) to understand and negotiate the language and enforcement thereof.

2. Developer agrees to construct the Improvements to serve the Property, and agrees to connect to the Regional Sewer, at such location as is required by the City. The Improvements shall be constructed in accordance with the applicable engineering standards as required by the City Engineer.

3. The City accepted, by email to Developer dated February 20, 2020 which is attached hereto and incorporated herein by this reference, the sewer facilities installed along 21-

1/2 Road. For purposes of this Agreement, this shall be the date of Substantial Completion of the Improvements. Acceptance was subject to the Developer's agreement to forever: (1) hold harmless and indemnify the City, its officers, agents and employees from and with respect to any and all claims arising out of this Agreement and/or the construction of the Improvements or connection to the Regional Sewer, excepting only causes of action or claims resulting from the sole misconduct of the City; (2) hold harmless from and indemnify the City for all reasonable attorneys' fees incurred by the City, or the value thereof, including experts, fees and costs; (3) with respect to the matters provided for in, or reasonably arising out of, this Agreement, indemnify and hold harmless the City, from claims by the Developer, any successor of the Developer, and any third party, whether or not any such claim or cause of action is frivolous, groundless or otherwise without merit.

4. The Developer is entitled to be reimbursed by Future Users, identified on Exhibit #1 and Exhibit #2, for some of the reasonable and necessary costs incurred by the Developer for actual construction costs, as approved by the City Engineer, as follows:

a) Reimbursable costs are those costs actually paid which may include reasonable engineering fees, but not legal or other consulting fees, paid by the Developer and actually required to design, construct, and inspect the Improvements. In no event shall reimbursable costs exceed \$593,772.21.

b) For a period of ten (10) years following the Substantial Completion of the Improvements, as evidenced by a writing from the City, or until the Developer is reimbursed for those costs set forth in (4a) above, whichever first occurs, the City agrees that it will not authorize any other person to use the Improvements unless each Future User first pays, in addition to all other applicable charges and fees, a Reimbursement Amount ("RA") which sum is calculated as follows:

$$RA = \frac{RC}{A} + \frac{RC \times i}{A} + B$$

where:

RC = actual reimbursable costs incurred by Developer and approved by the City Engineering Manager as shown on Exhibit #2. RC = \$593,772.21

i = 0.33% per month simple interest (4% annually) times the number of complete months (up to a maximum of 120 months) following the date of this agreement.

B = \$100.00 (this represents the amount to be paid to the City for administration of this agreement and will be paid by each Future User to the City).

x = multiply.

A = Number of lots/EQUs that could be served by the System as determined by the City Engineering Manager. A = 411 EQUs

Once the reimbursable costs have been approved by the City Utilities Director, the reimbursement amount established by the above formula, plus any interest as provided, will be calculated and paid by each Future User (other than those users who have purchased the Developer's lots or are Developer's successors). Thus, the Developer's property and lots/EQUs created from the Property will be allowed to connect to the Improvements without payment of the amounts/charges provided for in this Agreement.

c) To be entitled to be reimbursed, Developer shall present to the City Utilities Director adequate documentation with adequacy determined solely by the City Engineering Manager so that the City Engineering Manager may determine the actual costs of construction.

5.(a) If the City makes any collections pursuant to this Agreement, the City shall be obligated only to mail a check to the Developer, or his properly designated assignee at the last known address of the Developer or assignee. The City has no duty or obligation to locate a proper payee.

b) In the event that any claim is made or cause of action is filed by any person alleging that this Agreement is unconstitutional, unenforceable, or otherwise contrary to law, or that any interest or other money payable to the Developer hereunder from any Future User or other person is excessive, improper or is not enforceable, the City is not obligated to defend or to resist any such claim or cause of action; rather, the City may settle any such matter regarding any City interest or obligation. Developer agrees that it shall be bound by any settlement of such claim or cause of action, whether or not Developer or his assigns is a party hereto if Developer has reasonable notice thereof. If the City makes any collections pursuant to this Agreement, the City shall be obligated only to mail a check to the Developer, or his properly designated assignee at the last known address of the Developer or assignee. The City has no duty or obligation to locate a proper payee.

c) Developer agrees to waive and hold the City (including its officers, employees and other agents, hereinafter "City") harmless from, and indemnify the City with respect to any claims the Developer, or Developer's heirs, successors or assigns, may have with regard to the act or failure to act of the City regarding any collection of any such fee, charge or reimbursement amount. Developer hereby waives and releases the City, its officers, agents and employees from any claims or causes of action Developer may have due to the failure of the City to abide by or enforce this Agreement.

d) In the event that the City fails to collect the fee from any Future User, the Developer has the right to sue such Future User. The City agrees to cooperate, without expense to the City, in any such collection efforts of the Developer.

6. Upon request from the Developer during the term of this Agreement which request shall not occur more than once every twelve months, the City shall provide an accounting. Said accounting shall consist of a listing of each RA collected during the preceding twelve months, the name and address of the remitter of said RA, the property address for which the RA was paid, a current balance of the RC, and total interest credited to the Developer's account. The City

shall pay all fees collected within the preceding twelve months at the time of each accounting, less amounts paid to or retained by the City for costs of administration and less any other amounts which may be retained by the City pursuant to law or this Agreement.

7. In the event that the Developer is in default with regard to any other obligation of the Developer as it relates to this Agreement and the several rights and duties of the parties reasonably related hereto, the City shall have the right to set off any reimbursements that may be due hereunder to satisfy in whole or in part any such default, expense or cost, in addition to any other remedy which the City may have.

8. In the event that the Developer receives any RA directly from any Future User, owner or developer of any property the Developer shall immediately notify the City Utilities Director in writing of the amount collected, the name and address of the person from whom collection was made, and the property to which the collection is applicable.

9. This Agreement shall bind the signatory parties and their respective heirs, successors and assigns.

10. Upon nonperformance by the City pursuant to this Agreement, the Developer shall give written notice of default specifying the action giving cause to said default to the City Utilities Director and to the City Attorney. The City shall have thirty (30) days from receipt of the later of the two notices to correct the alleged default. If the City does not correct the default within the prescribed time, Developer may sue to enforce its rights hereunder; in no event shall the Developer have a claim, no matter how it is stated, for damages or the payment of money (except for RA amounts in the possession of the City). Upon the correction of said default as provided, the Agreement shall be restored and all terms and conditions will be in full force and effect.

11. In the event the Developer does not substantially complete the construction of the Improvements within one year of the execution of this Agreement and obtain acceptance by the City within fifteen (15) months of execution hereof, this Agreement shall terminate and shall be of no further force or effect.

12. Developer may assign its rights pursuant to this Agreement; however, any such assignment shall not be effective until notice of such assignment, with the address of the assignee, is made by certified mail return receipt requested to the City, in care of the City Utilities Director.

13. The Developer agrees that the construction of the Improvements, and/or the acceptance by the City of the Improvements, does not waive or limit the payment by the Developer, or any successor of the Developer, of any costs, fees or charges (*e.g.*, plant investment fees, trunk extension fees, inspection fees, monthly sewer service charges) which the City is now, or may be in the future, entitled to charge or collect from the Developer or any user or person connected to or benefiting from the System and/or the Improvements.

14. This Agreement, together with the exhibits and attachments hereto and documents incorporated herein by reference, constitutes the entire Agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this

Agreement will be binding on the parties.

15. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

16. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

CITY OF GRAND JUNCTION

BY: [Signature]  
CITY MANAGER

3/20/2020  
DATE

ATTEST: [Signature]  
CITY CLERK

03/20/2020  
DATE

DEVELOPER

BY: [Signature]

2/27/2020  
DATE

1111 S 7th Street  
Grand Junction, CO 81501  
ADDRESS

ATTEST: [Signature]  
BY:

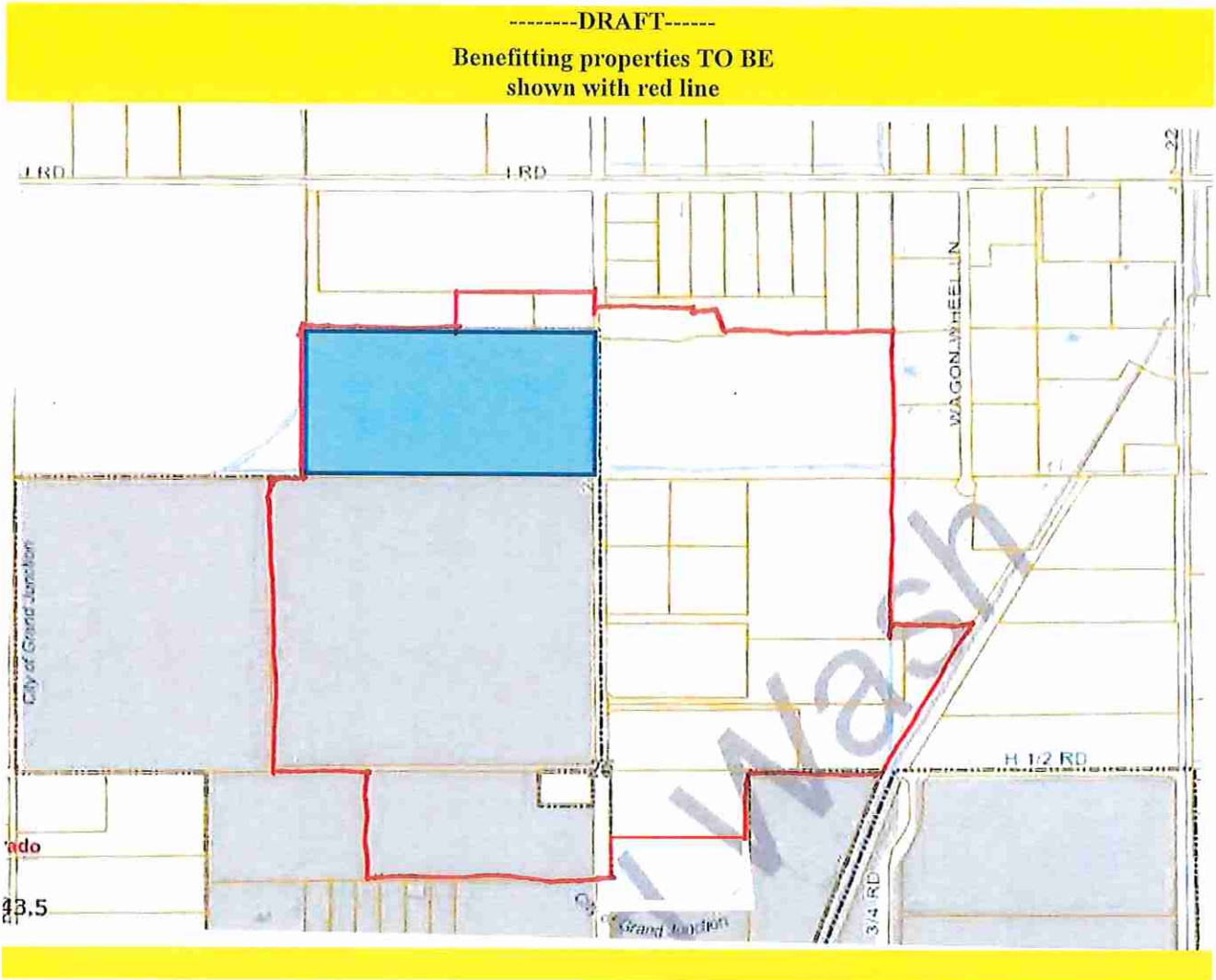
2/27/2020  
DATE



# Exhibit # 1 MAP OF AREA BENEFITTING FROM SANITARY SEWER

Project: Brookfield North Sewer Reimbursement Agreement

Subject: Benefiting Areas Map



## Exhibit # 2

Project: Sewer Reimbursement Agreement  
 Subject: Summary and Allocation of Costs

This project was completed and was found to be acceptable by the City on \_\_\_\_\_, 2020. **This reimbursement does not apply to the properties hi-lighted in Exhibit 1 in blue that make up the Brookfield North Development.**

Item		Firm	Cost	
Survey, Engineering & Inspection		River City Consultants, Inc.	\$9,851.10	
Construction		CW & Martin Construction	\$582,021.11	
Materials Testing		Huddleston-Berry	\$1,900.00	
<b>Total Cost</b>			<b>\$593,772.21</b>	
Address	Parcel #	Size (Acres)	Zoning/Future Land Use	Estimated EQUs
Brookfield North	2697-252-18-002	19.61	Developer's Property	64
2125 I Road	2697-252-00-119	4/59	RM (4-8 du/ac)	18
889 21 ½ Road #B	2697-252-00-118	13.94	RM (4-8 du/ac)	55
886 21 ½ Road	2697-362-00-038	1.81	RM (4-8 du/ac)	7
882 21 ½ Road	2697-251-00-055	19.63	RM (4/8 du/ac)	78
878 21 ½ Road	2697-251-11-001	1.98	RM (4-8 du/ac)	7
878 ½ 21 ½ Road	2697-251-11-002	2.42	RM (4-8 du/ac)	9
876 21 ½ Road	2697-251-04-004	2.00	RM (4-8 du/ac)	8
876 ½ 21 ½ Road	2697-251-11-003	2.45	RM (4-8 du/ac)	9
880 21 ½ Road	2697-251-00-072	11.49	RM (4-8 du/ac)	45
860 21 ½ Road	2697-251-10-001	4.90	RM (4-8 du/ac)	19
858 21 ½ Road	2697-251-10-004	5.23	RM (4-8 du/ac)	20
854 21 ½ Road	2697-251-10-002	5.37	RM (4-8 du/ac)	21
856 21 ½ Road	2697-251-10-003	5.29	RM (4-8 du/ac)	21
848 21 ½ Road	2697-254-07-002	4.24	RM (4-8 du/ac)	16
849 ½ 21 ½ Road	2697-253-00-108	0.85	RSF-R or I-1	1
849 21 ½ Road	2697-253-00-107	10.71	I-1	2
853 21 ½ Road	2697-252-18-001	43.31	I-1	11
Total Benefitting EQUs				411
Cost per EQU		593,772.21/411		\$1,444.58
Interest Start Date		March 1, 2020		
Proposed Payment Date				
Number of Months at 4% Interest				
City Administrative Fee				\$100.00
Total Reimbursement per EQU				
Plant Investment Fee as of 2020				\$4,919.00
Total Due for Sewer Hookup				

# Exhibit 3 Brookfield Offsite



Sewer description: Includes an 8" sewer extension from existing manhole structure H2-211-003 extending approximately 1979 feet north along 21 1/2 road including 6 manholes to Slope Creek Avenue that provides service to the Brookfield Subdivision. From there, an additional 624.62 feet of 8" sewer extension and 2 manholes were installed to serve additional properties.



Brookfield - 21 1/2 Road Sewer Extension - Offsite Improvements

VENDOR	INVOICE	DESCRIPTION	AMOUNT
River City Consultants	18391	Design	\$ 1,508.75
River City Consultants	18481	Design	\$ 722.50
River City Consultants	18761	Design	\$ 460.00
CW	7333	Construction	\$ 126,080.00
CW	7344	Construction	\$ 107,450.00
CW	7356	Construction	\$ 47,302.73
Huddleston-Berry	11908	Materials Testing	\$ 465.00
CW	7365	Construction	\$ 8,079.00
CW	7368CO	Construction	\$ 40,000.00
River City Consultants	20735	Design/Survey	\$ 4,160.50
CW	7382	Construction	\$ 51,763.00
Huddleston-Berry	12035	Materials Testing	\$ 1,435.00
River City Consultants	20861	Survey/Construction	\$ 1,553.66
CW	7387	Construction	\$ 91,807.00
River City Consultants	20975	Design/Survey/Construction	\$ 1,445.69
Martin Construction	ADJ467	Asphalt	\$ 109,539.38
<b>TOTAL</b>			<b>\$ 593,772.21</b>



# River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
info@rccwest.com  
rccwest.com

## Invoice

Darin Carei  
Senergy Builders, LLC  
1111 S. 7th Street  
Grand Junction, CO 81501

Invoice Date: Jul 8, 2016  
Invoice Num: 18481  
Billing From: Jun 01, 2016  
Billing To: Jun 30, 2016

Brookfield Extra Off Site (1378-00315:XTRA OS) - Managed by (Geer I)

### Services

#### Roadway Plans/Profiles

- ▶ Senior CAD Designer

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
--------------	-------------	---------------

8.50	\$85.00	\$722.50
------	---------	----------

<b>Total Service Amount:</b>		<b>\$722.50</b>
------------------------------	--	-----------------

<b>Amount Due This Invoice:</b>		<b>\$722.50</b>
---------------------------------	--	-----------------

*This invoice is due on 8/7/2016*

PAID

Invoice Approved by Project Manager

50700



**C W CONSTRUCTION LLC**

1228 O 1/2 Road  
Loma, CO 81524  
970-243-7755

**Invoice**

Date	Invoice #
3/26/2018	7333

Bill To
Senegy Builders LLC 518 28 Road Sulte A-202 Grand Junction, CO 81501

Project Location-Details
21 1/2 Road Grand Junction, CO <i>off site</i>

P.O. No.	Terms	Due Date	Project
	Due on receipt	3/26/2018	

Costs Code	Description	Quantity	Rate	Prior %	Curr %	Amount
<b>Earthwork &amp; Asphalt</b>						
LS	1. Mobilization <i>600,005.4</i>	0.5	6,500.00		50.00%	3,250.00
Sq Yard	2. Milling & Saw Cutting <i>650,004</i>	5,100	3.00	<i>7650</i>	100.00%	15,300.00
Yard	5. Class 6 Roadbase "Under Roadway" <i>650,010</i>	447	30.00		20.00%	13,410.00
Sq Yard	7. Remove Asphalt <i>600,040</i>	200	13.00		50.00%	2,600.00
LS	9. Stormwater Control <i>620,310</i>	0.5	8,500.00		50.00%	4,250.00
LS	11. Surveying & Staking <i>690,005</i>	0.5	6,500.00		50.00%	3,250.00
	Subtotal				31.21%	42,060.00
<b>Sewer Main</b>						
LS	1. Connecting to Existing <i>610,045</i>	1	2,500.00		100.00%	2,500.00
LF	2. 8" SDR-35 PVC <i>610,015</i>	781.2	40.00		30.00%	31,248.00
Each	4. Services <i>610,010</i>	4	1,350.00		57.14%	5,400.00
Each	5. Standard Manholes <i>610,030</i>	2	3,800.00		22.22%	7,600.00
Each	6. Manhole Coating <i>610,030</i>	2	1,200.00		22.22%	2,400.00
Yard	8. Pit Run In Trench <i>600,135.100</i>	1,500	16.00		30.00%	24,000.00
Yard	9. Haul Off Trench Material <i>600,040</i>	1,500	4.00		30.00%	6,000.00
Ton	11. Bedding <i>610,045.30</i>	174	28.00		30.00%	4,872.00
	Subtotal				29.83%	84,020.00

*PAID*

Phone #	E-mail	Total	\$126,080.00
970-243-7755	cindy@cwconst.com	Payments/Credits	\$0.00
		Balance Due	\$126,080.00

**IDG NOTE**

THIS ENTIRE INVOICE IS OFFSITE SEWER  
PRIOR INTERPRETATION OFF CROSSED OUT  
ITEMS IN CONNECT

*2/9/2020*

50700



**C W CONSTRUCTION LLC**  
 1228 O 1/2 Road  
 Loma, CO 81524  
 970-243-7755

# Invoice

Date	Invoice #
5/8/2018	7356

**Bill To**

Senegy Builders LLC  
 518 28 Road Suite A-202  
 Grand Junction, CO 81501

**Project Location-Details**

21 1/2 Road  
 Off Site

MAY 09 2018

BY: \_\_\_\_\_

P.O. No.	Terms	Due Date	Project
	Due on receipt	5/8/2018	

Costs C...	Description	Quantity	Rate	Est Qty	Prior %	Curr %	Prior Qty	Prior Amt	Amount
LS	Earthwork & Asphalt								
Yard	1. Mobilization 600,005	0.2	6,500.00	1	50.00%	20.00%	0.5	3,250.00	1,300.00
LS	3. Hauling of Existing Soils 600,135	1,670.2	5.00	2,386		70.00%	0		8,351.00
LS	11. Surveying & Staking 690,005	0.2	6,500.00	1	50.00%	20.00%	0.5	3,250.00	1,300.00
	Subtotal					8.13%			10,951.00
	Sewer Main								
LF	2. 8" SDR-35 PVC 610,015	541.632	40.00	2,604	49.20%	20.80%	1281.2	51,248.00	21,665.28
LF	3. 6" SDR-35 PVC 610,011	42	32.00	60		70.00%	0		1,344.00
Each	4. Services 610,060	0.9002	1,350.00	7	57.14%	12.86%	4	5,400.00	1,215.27
Each	7. Clay Cut Off 610,031	5.6	150.00	8		70.00%	0		840.00
Ton	11. Bedding 600,135	32.016	28.00	580	64.48%	5.52%	374	10,472.00	896.45
	Subtotal					9.22%			25,961.00
LS	1. Burrito Wraps with Pit-Run CW's way of achieving this sewer line does not consist of the wrapping idea. This is for the EXTRA Pit Run needed. 600,135	0.7	18,500.00	1		70.00%	0		12,950.00

\*  
\*

23,497.45

BSS = 23,497.45

Phone #	E-mail	Total	\$49,862.00
970-243-7755	cindy@cwconst.com	Payments/Credits	\$0.00
		Balance Due	\$49,862.00

IDC NOTE

UNLESS MARKED \*, THIS ENTIRE INVOICE IS OFFSITE. PRIOR CROSSWALK OUT OF ITEMS, BY OTHERS, IS INCORRECT

2/9/202

23,497.45

\$ 49,862  
 - 1344  
 - 1215.27  
 42,302.73

50700



**CW Construction, LLC**  
 1228 O 1/2 Road  
 Loma, CO 81524  
 970-243-7755

# Invoice

Date	Invoice #
6/1/2018	7368CO

**Bill To**  
 Senegy Builders LLC  
 518 28 Road Suite A-202  
 Grand Junction, CO 81501

**Project Location-Details** RECEIVED  
 21 1/2 Road Off Site  
 Change Order  
 JUN 01 2018

P.O. No.	Terms	Project Job No Information	Due Date
	Due on receipt	Off Site 21 1/2 Road	6/1/2018

	Description	No.	Rate	Est #	Prior %	Curr %	Prior #	Prior \$	Amount
Yd	1. 12" Road Base Section 650.007	900	20.00						18,000.00
Yd	2. 6ft of Pit Run Section 600.135	2,000	7.00						14,000.00
SY	3. Extra Milling 650.004	1,300	1.50						1,950.00
LS	4. Shoulder Grading 650.006	1	1,000.00						1,000.00
Yd	5. Extra Haul Off 600.160	2,000	2.00						4,000.00
LS	6. Surveying 690.005	1	1,050.00						1,050.00

PAID  
 6/1/2018

Phone #	E-mail	Total	\$40,000.00
970-243-7755	cindy@cwconsl.com	Payments/Credits	\$0.00
		Balance Due	\$40,000.00

ALL ITEMS WERE INSTALLED DUE TO ENTIRE ROAD RECONSTRUCTION FROM UNSTABLE SOILS IN TRENCHES.  
 m 2/19/2020

50700



CW Construction, LLC  
1228 O 1/2 Road  
Loma, CO 81524  
970-243-7755

RECEIVED

JUL 14 2018

Invoice

Date	Invoice #
7/10/2018	7387

Bill To Senergy Builders LLC 518 28 Road Suite A-202 Grand Junction, CO 81501		Project Location-Details 21 1/2 Road Off Site	
P.O. No.	Terms	Project Job No Information	Due Date
	Due on receipt		7/10/2018

	Description	No.	Rate	Est #	Prior %	Curr %	Prior #	Prior \$	Amount
LS	Earthwork & Asphalt								
Yard	1. Mobilization 600.005/4	0.3	6,500.00	1	70.00%	30.00%	0.7	4,550.00	1,950.00
Yard	4. Call 6 Roadbase "Under Shoulder" 650.008/4	150	30.00	150	100.00%	0	0	0	4,500.00
LS	5. Class 6 Roadbase "Under Roadway" 650.008/4	1,788	30.00	2,235	20.00%	80.00%	147	13410.00	53,640.00
LS	11. Surveying & Staking 690.005/4	0.3	6,500.00	1	70.00%	30.00%	0.7	4,550.00	1,950.00
	Subtotal					46.03%			62,040.00
LF	Sewer Main								
LF	2. 8" SDR-35 PVC 610.015/4	260.4	40.00	2,604	90.00%	10.00%	2343.632	93745.28	10,416.00
Each	3. 6" SDR-35 PVC 610.011/4	6	32.00	60	90.00%	10.00%	54	1,728.00	192.00
Each	4. Services 610.016/4	0.7	1,350.00	7	90.00%	10.00%	6.3002	8,505.27	945.00
Each	5. Standard Manholes 610.030/4	0.9	3,800.00	9	90.00%	10.00%	8.0998	30779.24	3,420.00
Each	6. Manhole Coating 610.030/4	0.9	1,200.00	9	90.00%	10.00%	8.0998	9,719.76	1,080.00
Each	7. Clay Cut Off 610.031/4	0.8	150.00	8	90.00%	10.00%	7.2	1,080.00	120.00
Yard	8. Pit Run In Trench 610.015/4	500	16.00	5,000	90.00%	10.00%	4,500	72000.00	8,000.00
Yard	9. Haul Off Trench Material 610.015/4	500	4.00	5,000	90.00%	10.00%	4,500	18000.00	2,000.00
LS	10. Testing of Sewer - Air Test Only 610.015/4	0.1	1,200.00	1	90.00%	10.00%	0.9	1,080.00	120.00
Ton	11. Bedding 610.015/4	58	28.00	580	90.00%	10.00%	522.016	14616.45	1,624.00
	Subtotal					9.91%			27,917.00
Each	<del>1. Connecting to Existing 630.015/4</del>	<del>1</del>	<del>1,250.00</del>	<del>2</del>	<del>50.00%</del>	<del>50.00%</del>	<del>1</del>	<del>1,250.00</del>	<del>1,250.00</del>
Each	<del>2. Reconnecting to Meters 630.046/4</del>	<del>4.5</del>	<del>1,600.00</del>	<del>9</del>	<del>50.00%</del>	<del>50.00%</del>	<del>4.5</del>	<del>7,200.00</del>	<del>1,250.00</del>
Each	<del>3. Reconnecting Hydrants 630.047/4</del>	<del>1</del>	<del>3,700.00</del>	<del>2</del>	<del>50.00%</del>	<del>50.00%</del>	<del>1</del>	<del>3,700.00</del>	<del>3,700.00</del>
LF	<del>4. 12" C-900 DR-18 630.145/4</del>	<del>789</del>	<del>36.00</del>	<del>1,528</del>	<del>50.00%</del>	<del>50.00%</del>	<del>789</del>	<del>28404.00</del>	<del>28,404.00</del>
LF	<del>5. 8" C-900 DR-18 630.145/4</del>	<del>306</del>	<del>28.00</del>	<del>612</del>	<del>50.00%</del>	<del>50.00%</del>	<del>306</del>	<del>8,568.00</del>	<del>8,568.00</del>
LS	<del>6. Testing - Pressure Test &amp; Flush 630.145/4</del>	<del>0.5</del>	<del>2,800.00</del>	<del>1</del>	<del>50.00%</del>	<del>50.00%</del>	<del>0.5</del>	<del>1,400.00</del>	<del>1,400.00</del>
	Subtotal					50.00%			50,522.00
LS	1. Burrito Wraps with Pit-Run CW's way of achieving this sewer line does not consist of the wrapping idea. This is for the EXTRA Pit Run needed. 610.015/4	0.1	18,500.00	1	90.00%	10.00%	0.9	16650.00	1,850.00

Phone #	E-mail	Total	\$142,329.00
970-243-7755	cindy@cwconst.com	Payments/Credits	50.00
		Balance Due	\$142,329.00

IGNORE PREVIOUS CROSS CUTS.  
\$91807 REPRESENTS OFFSITE

SEWER

9/20/2021

50522  
\$91807



# River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
Info@rccwest.com  
rccwest.com

50700

## Invoice

Darin Carel  
Senergy Builders, LLC  
518 28 Road  
Suite A202  
Grand Junction, CO 81501

Invoice Date: Jun 8, 2018  
Invoice Num: 20735  
Billing From: May 01, 2018  
Billing To: May 31, 2018

### Brookfield - Phase 1 Construction (1378-00315:Phase 1 CS) - Managed by (Geer)

Services	Hours	Rate	Amount
Administration/Meetings/Miscellaneous			
▶ Professional Engineer	3.50	\$140.00	\$490.00 E
▶ Professional Engineer	0.50	\$140.00	\$70.00 E
As-Builts			
▶ Field Surveyor	3.00	\$125.00	\$375.00 S
Construction			
▶ Field Surveyor	13.50	\$125.00	\$1,687.50 S
Construction Observation/Management			
▶ Professional Engineer	6.50	\$140.00	\$910.00 E
PC-Administration/Meetings/Miscellaneous			
▶ Project Coordinator	0.25	\$80.00	\$20.00 S
Sanitary Sewer			
▶ Professional Engineer	1.00	\$140.00	\$140.00 E
Survey Drafting			
▶ Professional Land Surveyor 2	3.00	\$125.00	\$375.00 S
Total Service Amount:			\$4,067.50

### Reimbursable Expenses:

Date	Employee ID	Description	Amount
5/3/2018	George S	Mileage	\$8.18
5/3/2018	George S	Lath	\$9.24
5/3/2018	George S	Guineas	\$4.44
5/3/2018	George S	Quick Stakes	\$7.68
5/4/2018	George S	Mileage	\$10.90
5/4/2018	George S	Lath	\$11.55
5/4/2018	George S	Guineas	\$5.55
5/4/2018	George S	Quick Stakes	\$9.60
5/16/2018	George S	Mileage	\$6.54
5/17/2018	George S	Lath	\$13.09
5/17/2018	George S	Guineas	\$1.11
5/17/2018	George S	Quick Stakes	\$5.12
Total Expenses:			\$93.00 S

Amount Due This Invoice: \$4,160.50

This Invoice is due on 7/8/2018

Invoice Approved by Project Manager



# River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
Info@rccwest.com  
rccwest.com

501W

RECEIVED

JUL 09 2018

BY

## Invoice

Darin Carel  
Senergy Builders, LLC  
518 28 Road  
Suite A202  
Grand Junction, CO 81501

Invoice Date: Jul 6, 2018  
Invoice Num: 20861  
Billing From: Jun 01, 2018  
Billing To: Jun 30, 2018

### Brookfield - Phase 1 Construction (1378-00315:Phase 1 CS) - Managed by (Geer)

Services	Hours	Rate	Amount
<b>As-Builts</b>			
▶ Field Surveyor	2.00	\$125.00	\$250.00
▶ Professional Land Surveyor 2	2.00	\$125.00	\$250.00
<b>Construction</b>			
▶ Field Surveyor	1.50	\$125.00	\$187.50
<b>Construction Observation/Management</b>			
▶ Professional Engineer	3.50	\$140.00	\$490.00
<b>Sanitary Sewer</b>			
▶ Professional Engineer	2.50	\$140.00	\$350.00
<b>Total Service Amount:</b>			<b>\$1,527.50</b>
<b>Reimbursable Expenses:</b>			
<b>Date</b>	<b>Employee ID</b>	<b>Description</b>	<b>Amount</b>
6/13/2018	George S	Mileage	\$8.72
6/27/2018	George S	Mileage	\$8.72
6/27/2018	Thomas A	Mileage	\$8.72
<b>Total Expenses:</b>			<b>\$26.16</b>
<b>Amount Due This Invoice:</b>			<b>\$1,553.66</b>

690.005/4

687.50

690.016/4

866.16

PAID  
JUL 10 2018

This Invoice is due on 8/5/2018

Invoice Approved by Project Manager



50700

MARTIN CONSTRUCTION, INC.  
1026 19 1/2 Road  
FRUITA, CO 81521  
(970) 250-3988  
rusmartinconst@aol.com

Invoice ADJ467

DATE 08.11.2018	PLEASE PAY \$109,539.38	DUE DATE 09/01/2018
--------------------	----------------------------	------------------------

BILL TO  
Senegy Builders  
518 28 Road Suite 202A  
Grand Junction, CO 81504

Please detach top portion and return with your payment.



DATE	ACCOUNT SUMMARY	AMOUNT
03/14/2018	Balance Forward	\$14,250.00
	Payments and credits between 03/14/2018 and 08/11/2018	-14,250.00
	New charges (details below)	109,539.38
	Total Amount Due	\$109,539.38

ACTIVITY	QTY	RATE	AMOUNT
ASPHALT PAVING IMPROVEMENTS 21 1/2 Road Grand Junction, CO			
Services Hot Mix Asphalt - 1,139.53 Tons. (8/7/18 329.73 Tons), (8/8/18 402.85 Tons), (8/9/18 421.95 Tons Less 15 Tons for Driveway Aprons).	1,139.53	87.50	99,708.88
Services Driveway Aprons (4) @ \$300.00 Each.	4	300.00	1,200.00
Services Asphalt Milling. 949 SY..	949	4.50	4,270.50
Services Asphalt Tack - 100 Gallons.	4	100.00	400.00
Services Mobilization.	1	550.00	550.00
Services Manholes Adjusted to Finished Grade.	7	475.00	3,325.00
Services Water Valves Adjusted with GI-Risers to Finished Grade.	1	85.00	85.00

Services

Services

THANK YOU

RECEIVED

SEP 20 2018

BY: \_\_\_\_\_

TOTAL OF NEW CHARGES 109,539.38

TOTAL DUE \$109,539.38

THANK YOU



February 20, 2020

Mr. Darin Carei  
Synergy Builders, LLC  
518 28 Road  
Grand Junction, CO 81501

RE: **Notice of Final Acceptance -**

Project Name: Brookfield North Sub., Flg 1 – Off-site Improvements  
Project Number: SUB-2016-092

This acceptance pertains only to the off-site improvements for the sanitary sewer constructed in 21 ½ Road.

This project was paved about 1 ½ years ago. Initial acceptance was never issued but the project has performed well. Therefore, the City is going straight to final acceptance. The City has conducted a warranty inspection of the project and any needed follow-up inspections. The public infrastructure improvements are in satisfactory condition. All requirements for the final acceptance for the Project have been fulfilled.

The Developer's warranty obligation, for all materials and workmanship, has concluded and all warranty obligations are hereby released.

The following improvements within the public right-of-way are accepted for future maintenance by the City:

Public streets:

- All public streets as shown on the Project plans.

Storm drainage system:

- N/A

Water distribution system:

- N/A – Served by Ute Water

Sanitary sewer:

- Sewer mains, manholes



The Planner has been contacted and will release the Development Improvements Agreement, the Maintenance Agreement, and the financial security attached to the Project.

Sincerely,

**Rick Dorris**

Digitally signed by Rick Dorris  
DN: cn=Rick Dorris, o=City of Grand  
Junction, CO, ou=Community Development,  
email=rickdo@gjcity.org, c=US  
Date: 2020.02.20 10:50:17 -07'00'

Rick Dorris, PE, CFM  
Development Engineer

Electronic copy:

Senta Costello, Senior Planner  
John Shaver, City Attorney  
Dan Thorne, Street System  
Ron Key, Water Distribution System  
System  
Mark Barslund, Development Inspector  
Ivan Geer, Developer's Engineer

Pat Dunlap, Planning Technician  
Darren Starr, Streets Manager  
Chris Spears, Storm Drainage System  
Bill Etcheverry, Sewage Collection  
  
Dave Priske, Ute Water