

**AGENDA  
 COMBINED SPECIAL MEETING  
 OF THE BOARDS OF DIRECTORS OF  
 FITZSIMONS VILLAGE METROPOLITAN DISTRICT NOS. 1-3**

<b>DATE:</b>	Wednesday, July 12, 2023
<b>TIME:</b>	1:30 p.m.
<b>ACCESS:</b>	<p>You can attend the meeting in any of the following ways:</p> <ol style="list-style-type: none"> <li>1. <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_Mzc5ODMxYmMtNjZjMS00Nzg1LThjZTgtZDJINDM1Nzc3ZWZj%40thread.v2/0?context=%7b%22tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%229bf4c29b-a9c8-46b4-a6c0-c1ed7cba4824%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_Mzc5ODMxYmMtNjZjMS00Nzg1LThjZTgtZDJINDM1Nzc3ZWZj%40thread.v2/0?context=%7b%22tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%229bf4c29b-a9c8-46b4-a6c0-c1ed7cba4824%22%7d</a></li> <li>2. To attend via telephone, dial 720- 547-5281 and enter the following additional information:                      Passcode: 779 207 143#</li> </ol>

<b>Fitzsimons Village Metropolitan District Nos. 1 and 2</b>		
<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Suzanne Schlicht	President	May, 2025
Bob Dapper	Secretary	May, 2027
Brittany Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2027

<b>Fitzsimons Village Metropolitan District No. 3</b>		
<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Suzanne Schlicht	President	May, 2025
Brian Ratner	Secretary	May, 2027
Brittanny Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2027

**I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda. (Districts 1-3)
- B. Present disclosures of potential conflicts of interest. (Districts 1-3)
- C. Confirm quorums, location of meeting and posting of meeting notices, designate 24-hour posting location.

- D. Review and consider approval of minutes from the June 14, 2023 regular board meeting (enclosure).
- E. Public Comment.

Members of the public may express their views to the Board on matters that affect the Districts that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person. (Districts 1-3)

## **II. MANAGER MATTERS**

- A. Bridge Update.
- B. Review and consider approval of TKE Work Order for Vandal Resistant Fixtures in the amount of \$11,475.91 (enclosure).
- C. Update on JE Dunn proposal for Water Quality Work in the amount of \$548,322.00 (enclosure).
- D. Update on District No. 3 Broadleaf curb and gutter and parking spaces proposals in the amount of \$148,003.00 (enclosure).

## **III. FINANCIAL MATTERS**

- A. Approve and/or ratify approval of payment of claims in the amount of \$60,885.90 (enclosure). (District 1)
- B. Approve and/or ratify approval of payment of claims in the amount of \$12,823.72 (enclosure). (District 3)
- C. Review budget to actual variance report through May 31, 2023 (enclosure). (Districts 1 and 3)
- D. District No. 1 approval of Corporex Development and Construction Management, LLC (“CDCM”) Pay Apps for garage construction and other Pay Apps in the amount of \$974,964.21 (enclosure).
- E. District No. 3 approval of Draw Request No. 12 in the amount of \$974,964.21, Requisition Request No. 15 in the amount of \$974,964.21 for Pay Apps and other expenses (enclosure).

## **IV. LEGAL MATTERS**

- A. Other.

## **V. DIRECTOR MATTERS**

- A. Other.

**VI. OTHER BUSINESS**

A. Other.

**VII. ADJOURNMENT**

**THE NEXT REGULAR SCHEDULED MEETING IS ON AUGUST 9, 2023.**

**MINUTES OF A COMBINED REGULAR MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NOS. 1-3  
HELD  
JUNE 14, 2023**

A regular meeting of the Boards of Directors of the Fitzsimons Village Metropolitan Districts Nos. 1-3, County of Arapahoe (referred to hereafter as the “Board”) was convened on Wednesday, June 14, 2023 at 1:30 p.m. The Districts’ Board meeting was held and properly noticed to be held via video enabled web conference. The meeting was open to the public via telephone and videoconference.

**Directors In Attendance Were:**

Suzanne Schlicht, President  
Brittanny Havard, Treasurer  
Bob Dapper, Assistant Secretary (MD No.1 and 2)  
Brian Ratner, Secretary (MD No. 3)

There are two vacancies on each of the Boards.

**Also In Attendance Were:**

Brenden Desmond; Spencer Fane LLP  
Nicholas Carlson, Anna Jones, and Gigi Pangindian; CliftonLarsonAllen LLP (“CLA”)  
Keely Matson: Michael Baker International  
Tom Banta and Stephen Sapp; Corporex

**ADMINISTRATIVE  
MATTERS**

**Call to Order/Disclosure of Potential Conflicts of Interest:** Director Schlicht called the meeting to order at 1:32 p.m.

Attorney Desmond discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Boards’ members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

**Quorum/Meeting Location/Approve Agenda:** A quorum was confirmed. It was noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested person were received.

Following review and discussion, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the

combined agenda, as presented.

**Minutes of the May 10, 2023 Combined Regular Meeting:** Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the May 10, 2023 Combined Regular Meeting Minutes, as presented.

**Public Comment:** None.

**Other:** None.

## **MANAGEMENT MATTERS**

**Bridge Update:** Ms. Matson provided an update to the Board and indicated the proposal would be ready for review by early July.

**TKE MAX Link Work Order for Pedestrian Bridge Phones:** Mr. Carlson reviewed the proposal with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards ratified approval of the TKE MAX Link Work Order for the Pedestrian Bridge Phones.

### **S.A. Miro and ACTBadger Bay Saver Work:**

**ACTBadger Proposal for Hydro Vacuuming in the Amount of \$33,329.69:** Mr. Carlson reviewed the proposal with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board approved the ACTBadger Proposal for Hydro Vacuuming in the amount of \$33,329.69.

**JE Dunn Proposal for Water Quality Work in the Amount of \$548,322.00:** This item was deferred to a later meeting after determining this would need to be published and bid.

**Curb and Gutter and Parking Spaces Proposal in the Amount of \$148,003:** This item was deferred to a later meeting after determining this would need to be published and bid.

## **FINANCIAL MATTERS**

**Claims MD1:** Ms. Pangindian reviewed the claims with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District 1 Board approved the claims in the amount of \$927,044.00.

**Claims MD3:** Ms. Pangindian reviewed the claims with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District 3 Board approved the claims in the amount of \$6,247.88.

**District No. 1 Corporex Development and Construction Management LLC Pay Apps for Garage Construction:** Ms. Pangindian reviewed Corporex Development and Construction Management LLC ("CDCM") Pay App No. 12 with the Boards. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board approved the CDCM Pay App No.

12 for Garage Construction, in the amount of \$1,260,428.47.

**District No. 3 Requisition No. 14 and Draw Request No. 11:** Ms. Panindian reviewed the Draw Request No. 11 with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board approved the Draw Request No. 11 in the amount of \$1,260,428.47.

Ms. Beacom reviewed the Requisition No. 14 with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Board approved the Requisition No. 14 in the amount of \$1,260,428.47.

**LEGAL MATTERS** **Other:** None.

**DIRECTOR MATTERS** **Other:** None.

**OTHER BUSINESS** **Other:** None.

**ADJOURNMENT** There being no further business to come before the Board at this time, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards adjourned the meeting at 2:07 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting MD 1-2

By \_\_\_\_\_  
Secretary for the Meeting MD 3

# Repair Work Order



## Fitzsimons Pedestrian Bridge

June 12, 2023

Purchaser: Rise Commercial Property Services  
Address: 188 Inverness Dr W Ste 150 Englewood, CO 80112-5207

Location: Fitzsimons Pedestrian Bridge  
Address: 13100 E Colfax Aurora, CO 80011

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Eleven Thousand Four Hundred Seventy Five Dollars and Ninety One Cents (\$11,475.91)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

## Summary:

Elevator	Description	Repair category
1	Hall Fixture	Aesthetic
1	Push Button	Aesthetic

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 720 2019733.

We appreciate your consideration.

Regards,

Garrett Rinetti  
TK Elevator Corporation  
7367 S Revere Pkwy Ste 2A  
Centennial CO 80112  
garrett.rinetti@tkelevator.com | +1 720 2019733

### Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

TK Elevator will provide the material and labor to upgrade the remaining fixtures to vandal resistant.

This includes two car riding lanterns, two sets of COP buttons, four terminal hall stations, two fire service keyswitches and engraved instructions.

This will also help as the existing fire service key switches need replaced as they are exposed to the elements and have worn out over time and from exposure.

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$11,475.91
Initial progress payment:	(50%)	\$5,737.96
Total due upon completion:	(50%)	\$5,737.96





# Repair Work Order

## Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

# Repair Work Order



## Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Rise Commercial Property Services (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Kristin Bishop	(Signature of Branch Representative)
_____ (Print or Type Name)	John Canty Sales Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



Attn: Kristin Bishop  
Rise Commercial Property Services  
188 Inverness Dr W  
Ste 150  
Englewood CO, 80112-5207

Date	Terms	Reference ID	Customer Reference # / PO
June 12, 2023	Immediate	ACIA-23N7T1V	
	Total Contract Price:		\$11,475.91
	Down Payment:	(50%)	\$5,737.96

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 720 2019733. To make a payment by phone, please call 678-338-2344 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

**Please detach the below section and provide along with payment.**

Customer Name: Rise Commercial Property Services  
Location Name: Fitzsimons Pedestrian Bridge  
Customer Number: 334698  
Quote Number: 2023-2-1525270

Remit To:  
TK Elevator  
PO Box 3796  
Carol Stream, IL  
60132-3796

Reference ID: ACIA-23N7T1V

Remittance Amount: \$5,737.96



May 30, 2023

Stephen Sapp  
Coroprex Development & Construction Management, LLC  
100 E. RiverCenter Boulevard, Suite 1100  
Covington, KY 41011

RE: Fitzsimons Village Water Quality

Dear Stephen:

JE Dunn is pleased to submit our lump sum proposal for the Fitzsimons Village Water Quality Work in the amount of \$548,322.

Enclosed for your use and information is a list of clarifications.

Please do not hesitate to contact me if you should have any questions or if we may be of any further assistance.

Sincerely,

JE DUNN CONSTRUCTION

A handwritten signature in blue ink that reads 'Josh Daniel'.

Josh Daniel  
Senior Project Manager

cc: Broadleaf Team – JE Dunn



## Fitzsimons Village Water Quality

Proposal excludes the following:

- Colorado State, Aurora City, and Arapahoe County sales and use tax.
- Architectural, engineering and consultant design fees.
- Performance Bond / Corporate Guaranty
- Building Permits and Plan Check Fees
- Abatement of hazardous materials.
- Development fees and special assessments.
- Soil borings and investigation expense
- Rock excavation requiring heavy equipment breaker and/or core drilling.
- Removal of unforeseen structures or obstructions.
- Excavation/Right of Way/Restoration Bonds
- Inspection fees for applicable authorities having jurisdiction. Contractor responsible for reinspection fees assessed due to Contractor's non-compliance with Contract Documents.
- Unloading, installation and inventory and connection of Owner supplied material and equipment.
- Third party commissioning.
- Davis Bacon / Prevailing Wages.
- Air right provisions or fees for cranes that swing over adjacent properties.
- Legal, physical surveys, and alta survey.
- Utilities service company capital cost, development fees, drainage fees, tap fees, water meter charges, line extension charges, or primary electrical fees.
- Cost or manpower loaded schedule.
- Seismic restraints
- Aerial photos and webcam
- Offsite improvements
- LEED Certification
- Well Building Certification
- Proposal excludes cost premiums due to code compliance requirements and Authority Having Jurisdiction (AHJ) for plans or inspection review comments not specifically indicated by the Contract Documents or any building enhancements which are required by the Owner's risk management or insurance companies.
- Winter weather protection including, but is not limited to, all labor, materials and equipment required for the temporary enclosures, fire watch, temporary infrastructure (such as gas risers, gas manifolds, etc.), fuel, tarps, tents, dewatering for snow, snow removal, ground thaw, concrete admixtures, concrete blankets, concrete hot water, and concrete admixtures etc.
- Electrical work. Proposal assumes all existing unground electrical conduit is located a sufficient depth that the Baysaver work will not require any electrical rework to existing circuits. If conflicts with underground electrical conduit is found JE Dunn will notify the Owner.

This proposal is based on the following clarifications and assumptions:

- Proposal based upon mutually agreeable contract terms and conditions.
- Proposal based upon mutually agreeable waiver of consequential damages.
- Proposal is valid for 15 days.
- Proposal based upon enclosed Drawing List.



- Proposal based upon enclosed Milestone Schedule.
- Proposal based upon enclosed Site Logistics Plan and the temporary closure of East 14<sup>th</sup> Place from the start of construction through the completion of work.
- Estimate is based on Owner obtaining and paying for permits in sufficient time as to not delay the construction schedule.
- Schedule is based on one (1) Owner/Architect team punchlist per area. Owner and Architect will work with Contractor to provide one consolidated punchlist per identified area, entered into the Contractor punchlist software at completion of the walk, provided Contractor provides notice at least seven (7) calendar days in advance.
- Estimate assumed that all existing on site soil is clean and free of debris, and suitable for reuse on site.

<b>DRAWING LIST</b>		
<b>NO.</b>	<b>DRAWING NAME</b>	<b>Issued</b>
<b>SA Miro - Fitzsimons Village Water Quality</b>		
C-000	Coversheet	4/12/2023
C-001	Civil Notes and Legend	4/12/2023
C-101	Demolition Plan	4/12/2023
C-241	Erosion Control Plan	4/12/2023
C-511	Utility Plan	4/12/2023
C-631	Storm Plan and Profiles	4/12/2023
C-681	Drainage Plan	4/12/2023
08	ADS Cover & Details	4/12/2023

## Baysavers Milestone Schedule

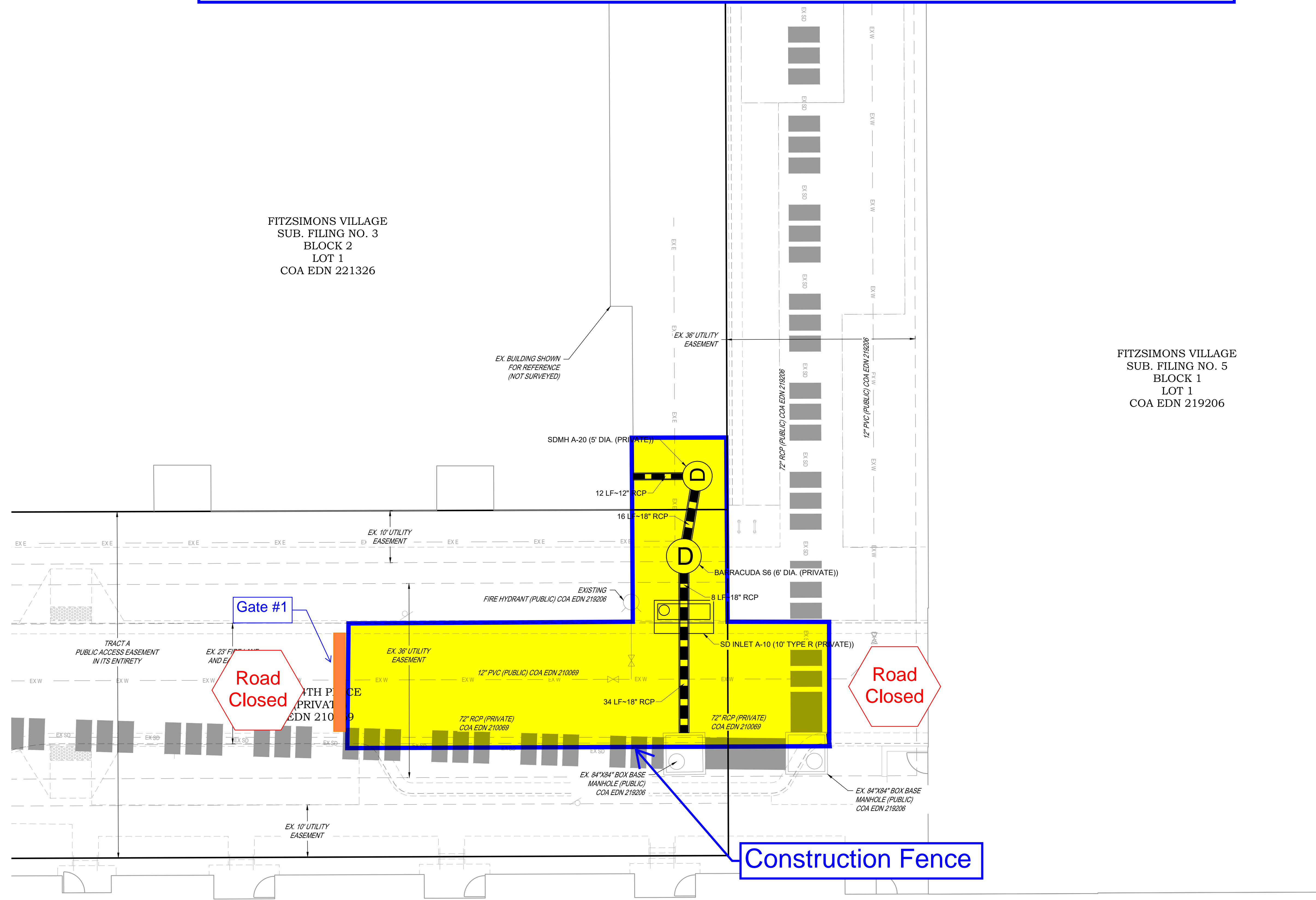
Activity	Duration (CD)	Start	Finish
Permit	56	04/03/23	05/29/23
Pricing submitted to Corporex	14	05/30/23	06/13/23
Corporex pricing review and approval	7	06/14/23	06/21/23
Corporex Contract Agreement	7	06/22/23	06/29/23
Subcontractor Agreement	7	06/30/23	07/07/23
Submittal Processing	28	06/30/23	07/28/23
Material Procurement	42	07/29/23	09/09/23
Baysaver installation	28	09/10/23	10/08/23



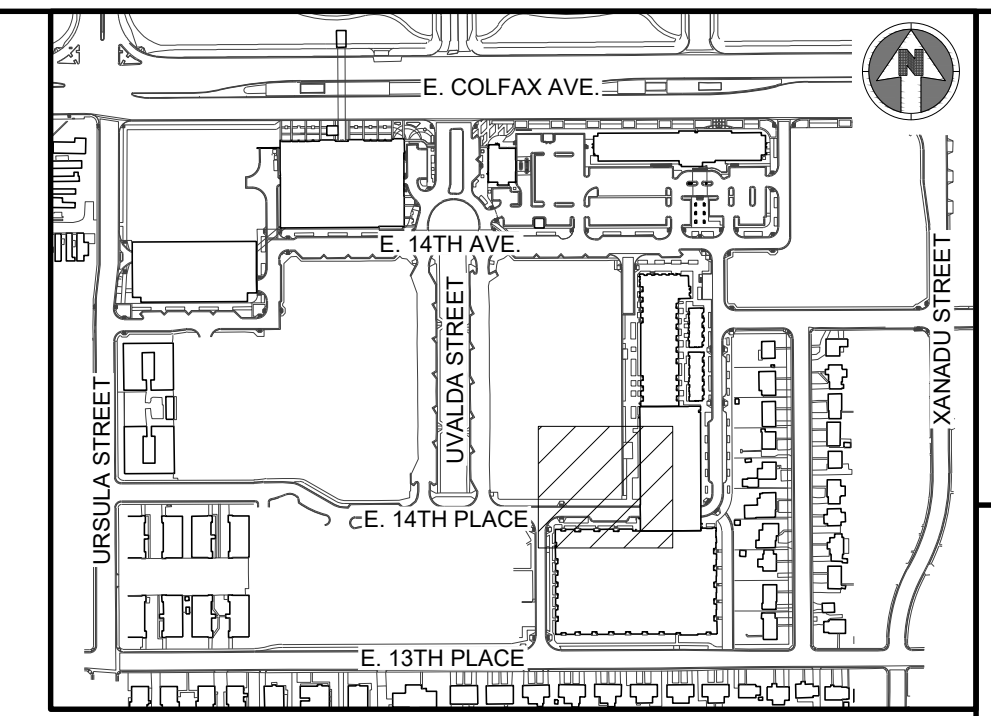
# Fitzsimons Village Water Quality Site Logistics Plan

FITZSIMONS VILLAGE  
SUB. FILING NO. 3  
BLOCK 2  
LOT 1  
COA EDN 221326

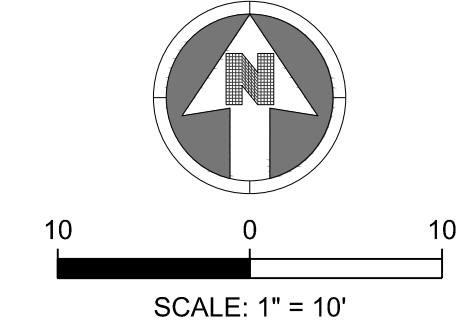
FITZSIMONS VILLAGE  
SUB. FILING NO. 5  
BLOCK 1  
LOT 1  
COA EDN 219206



FITZSIMONS VILLAGE  
SUB. FILING NO. 5  
BLOCK 1  
LOT 1  
COA EDN 219206



KEY MAP  
1"=400'



**NOTES:**

1. SEE SHEET C-001 FOR CIVIL NOTES AND LEGEND.
2. PROPOSED STORM INFRASTRUCTURE IS PRIVATE.



**S.A. MIRO INC.**  
CONSULTING ENGINEERS

4582 South Ulster Street  
Suite 750, Denver, CO 80237  
303-741-3737  
www.samiro.com



Know what's below.  
**Call** before you dig.

DATE	DESCRIPTION
06/01/2022	1ST PLAN REVIEW
04/12/2023	2ND PLAN REVIEW

PROJECT: **FITZSIMONS VILLAGE WATER QUALITY  
FITZSIMONS VILLAGE SUBDIVISION  
FILING NO. 3, LOT 1, BLOCK 2**

DRAWING TITLE: **UTILITY PLAN**

FILE PATH: J:\Jobs\22028 Fitz Village WQ\05 CAD\Plans and Details\C511-UTIL-PLAN.dwg C511 - 4/12/2023

THIS DOCUMENT IS SUBJECT TO CHANGE AS A RESULT OF JURISDICTIONAL APPROVALS. CONSTRUCTION DOCUMENTS SHALL CONTAIN THE APPROVAL SIGNATURES OF THE REVIEWING ENTITIES. THIS DOCUMENT IS NOT FOR CONSTRUCTION.

DESIGNED BY: RJH  
DRAWN BY: EDS  
CHECKED BY: JDC  
MIRO JOB NO. 22028

DRAWING NUMBER:

**C-511**

SHEET NO. 05



May 17, 2023

Stephen Sapp  
Coroprex Development & Construction Management, LLC  
100 E. RiverCenter Boulevard, Suite 1100  
Covington, KY 41011

RE: Broadleaf – Curb & Gutter District Work

Dear Stephen:

JE Dunn is pleased to submit our lump sum proposal for the Broadleaf curb and gutter District Work in the amount of \$148,003.

Enclosed for your use and information is a list of clarifications.

Please do not hesitate to contact me if you should have any questions or if we may be of any further assistance.

Sincerely,

JE DUNN CONSTRUCTION

A handwritten signature in blue ink that reads 'Josh Daniel'.

Josh Daniel  
Senior Project Manager

cc: Broadleaf Team – JE Dunn



## **Broadleaf Curb and Gutter**

Proposal excludes the following:

- Colorado State, Aurora City, and Arapahoe County sales and use tax.
- Architectural, engineering and consultant design fees.
- Performance Bond / Corporate Guaranty
- Building Permits and Plan Check Fees
- Abatement of hazardous materials.
- Development fees and special assessments.
- Soil borings and investigation expense
- Rock excavation requiring heavy equipment breaker and/or core drilling.
- Removal of unforeseen structures or obstructions.
- Excavation/Right of Way/Restoration Bonds
- Inspection fees for applicable authorities having jurisdiction. Contractor responsible for reinspection fees assessed due to Contractor's non-compliance with Contract Documents.
- Unloading, installation and inventory and connection of Owner supplied material and equipment.
- Third party commissioning.
- Davis Bacon / Prevailing Wages.
- Air right provisions or fees for cranes that swing over adjacent properties.
- Legal, physical surveys, and alta survey.
- Utilities service company capital cost, development fees, drainage fees, tap fees, water meter charges, line extension charges, or primary electrical fees.
- Cost or manpower loaded schedule.
- Seismic restraints
- Aerial photos and webcam
- Offsite improvements
- LEED Certification
- Well Building Certification
- Proposal excludes cost premiums due to code compliance requirements and Authority Having Jurisdiction (AHJ) for plans or inspection review comments not specifically indicated by the Contract Documents or any building enhancements which are required by the Owner's risk management or insurance companies.
- Winter weather protection including, but is not limited to, all labor, materials and equipment required for the temporary enclosures, fire watch, temporary infrastructure (such as gas risers, gas manifolds, etc.), fuel, tarps, tents, dewatering for snow, snow removal, ground thaw, concrete admixtures, concrete blankets, concrete hot water, and concrete admixtures etc.

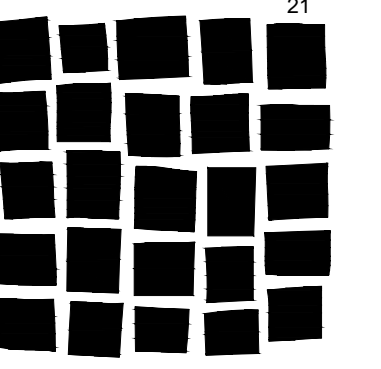
This proposal is based on the following clarifications and assumptions:

- Proposal is valid for 15 days.
- Proposal based upon start of construction in Summer of 2023 and completion by 10/1/23.
- Estimate is based on Owner obtaining and paying for permits in sufficient time as to not delay the construction schedule.
- Schedule is based on one (1) Owner/Architect team punchlist per area. Owner and Architect will work with Contractor to provide one consolidated punchlist per identified area, entered



into the Contractor punchlist software at completion of the walk, provided Contractor provides notice at least seven (7) calendar days in advance.

- Estimate assumed that all existing on site soil is clean and free of debris, and suitable for reuse on site.
- Proposal includes Curb/Gutter, Asphalt Paving, Sidewalk Chase, and Pavement Markings highlighted on the enclosed drawing C3.10.
- Curb/Gutter to be provided per City of Aurora Standard detail S7.1.
- Sidewalk Chase to be provided per City of Aurora Standard detail S3.1.
- Asphalt Paving to be provided at a depth of 4-1/2 inches on top of 4-1/2 inches of road base.



DAVIS PARTNERSHIP ARCHITECTS

2300 W. Blue Sky Blvd., Suite 4000  
Denver, CO 80202  
303.898.9885

Consultant



7853 E. ARAPAHOE COURT, SUITE 2500  
CENTENNIAL, CO 80112  
PHONE: 303.441-5865

FITZSIMONS VILLAGE SUBDIVISION FILING NO. 3, LOT 1, BLOCK 2  
CONSTRUCTION DOCUMENTS

SITE, PAVING AND HORIZONTAL CONTROL PLAN

R CAP FITZSIMONS, LLC  
3401 TUTTLE ROAD, STE 350  
SHAKER HEIGHTS, OHIO 44122

PREPARED FOR

Issuance Date

CONSTRUCTION DOCUMENTS 07/01/2021

Revisions Date No.

GMP SET 07/22/2021 1

ISSUED FOR CONSTRUCTION 07/22/2021 4

PREV

NEXT

Sheet Index Pages

Key Plan

Project Information

EAST PARCEL AT FITZSIMONS VILLAGE

14TH AVENUE / UVALDA PLACE / E. 14TH PLACE  
AURORA, CO

ISSUE DATE: 10/07/21

DESIGNED BY: KSR

DRAWN BY: DRT

JOB NUMBER: 200904

DATE REVISIONS

HORIZONTAL SCALE: 1" = 20'

35704

11/01/21

PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER

NO. 35704

11/01/21

REGISTERED PROFESSIONAL ENGINEER

SHEET NUMBER:

C3.10

4

Sheet Information

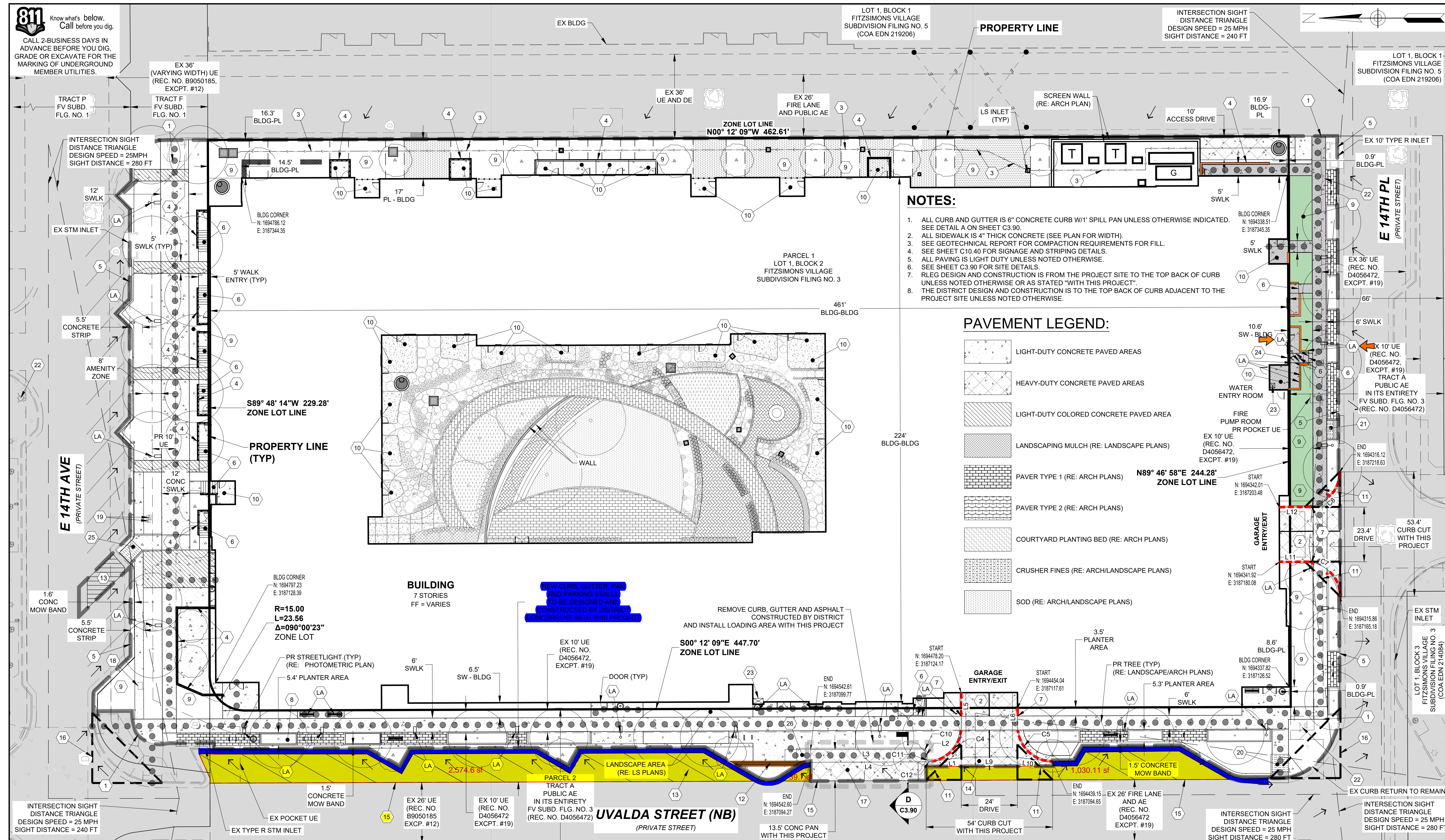
Sheet Title:

SITE, PAVING AND HORIZONTAL CONTROL PLAN

Sheet Number:

C3.10

DPA Project: 19509.00



NOTES:

- 1. ALL CURB AND GUTTER IS 6" CONCRETE CURB W/1" SPILL PAN UNLESS OTHERWISE INDICATED. SEE DETAIL A ON SHEET C3.90.
2. ALL SIDEWALK IS 4" THICK CONCRETE (SEE PLAN FOR WIDTH).
3. SEE GEOTECHNICAL REPORT FOR COMPACTION REQUIREMENTS FOR FILL.
4. SEE SHEET C10.40 FOR SIGNAGE AND STRIPING DETAILS.
5. ALL PAVING IS LIGHT DUTY UNLESS NOTED OTHERWISE.
6. SEE SHEET C3.90 FOR SITE DETAILS.
7. RLE'S DESIGN AND CONSTRUCTION IS FROM THE PROJECT SITE TO THE TOP BACK OF CURB UNLESS NOTED OTHERWISE OR AS STATED "WITH THIS PROJECT".
8. THE DISTRICT DESIGN AND CONSTRUCTION IS TO THE TOP BACK OF CURB ADJACENT TO THE PROJECT SITE UNLESS NOTED OTHERWISE.

PAVEMENT LEGEND:

- LIGHT-DUTY CONCRETE PAVED AREAS
HEAVY-DUTY CONCRETE PAVED AREAS
LIGHT-DUTY COLORED CONCRETE PAVED AREA
LANDSCAPING MULCH (RE: LANDSCAPE PLANS)
PAVER TYPE 1 (RE: ARCH PLANS)
PAVER TYPE 2 (RE: ARCH PLANS)
COURTYARD PLANTING BED (RE: ARCH PLANS)
CRUSHER FINES (RE: ARCH/LANDSCAPE PLANS)
SOD (RE: ARCH/LANDSCAPE PLANS)

LEGEND:

- 6" VERTICAL CURB W/ 1" SPILL PAN (SEE DETAIL A ON SHEET C3.90)
AREA OUTSIDE OF RLE'S CONSTRUCTION LIMITS (WORK TO BE DONE BY METRO DISTRICT. ALL CURB AND GUTTER TO BE CONSTRUCTED BY METRO DISTRICT UNLESS OTHERWISE NOTED)
PEDESTRIAN ACCESSIBILITY ROUTE

BENCHMARK:

CITY OF AURORA BENCHMARK ID: 456701N0005
DESCRIPTION: SET 3" DIAM. BRASS CAP (STAMPED COA BM G-025B, 6-030.) ATOP A 30" LONG STL PIPE IN CONC SWC OF E COLFAX AND N URSULA STREET. MON IS 31.7' W OF W FL OF URSULA STREET AND 21.2' S OF S FL OF E COLFAX. ELEVATION: 5391.80 (NAVD88)

A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK AT THE SOUTHWESTERLY CORNER LOT 1, BLOCK 2, FITZSIMONS VILLAGE SUBDIVISION FILING NO. 3, BEING A 2" ALUMINUM CAP STAMPED 'FLS 30320' WITH AN ELEVATION OF 5396.94 FEET. NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THIS ELEVATION.

Table 6 - Recommended Pavement Structural Sections

Table with 4 columns: Traffic Type, Composite AC / ABC (inches), Full Depth AC (inches), PCCP (inches). Rows include Light Duty and Heavy Duty.

NOTES: AC = Asphalt Concrete, ABC = Aggregate Base Course, PCCP = Portland Cement Concrete Pavement
PAVEMENT TABLE NOTES:
1. TABLE 6 IS FROM GEOTECHNICAL ENGINEERING REPORT BY NINYO & MOORE DATED JANUARY 24, 2020 (PROJ. NO. 501806001) AND IS SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SHALL CONFIRM ALL PAVEMENT SECTIONS AND MATERIALS WITH APPROVED PAVEMENT DESIGN BY PSI FROM APPROVED REPORT.
3. SOIL GROUP TYPE A PER COA RDGS TABLE 5.01.2.03 AND GEOTECH REPORT.

FLOWLINE LINE TABLE

Table with 3 columns: LINE, LENGTH, DIRECTION. Rows L1 through L9.

FLOWLINE CURVE TABLE

Table with 5 columns: CURVE, LENGTH, RADIUS, DELTA, CHORD DIRECTION. Rows C4 through C12.

KEY:

- 1 MATCH EXISTING SIDEWALK
2 GARAGE ENTRANCE
3 CONSTRUCT GRASS SWALE (SEE SHEETS C4.10 & C4.11 FOR DETAILED GRADING)
4 CONSTRUCT RETAINING WALL (SEE SHEETS C4.10 - C4.13 FOR DETAILED GRADING)
5 NEW CONSTRUCTION TO MATCH EXISTING TOP BACK OF CURB (TYP)
6 STEPS (SEE ARCH AND GRADING PLANS)
7 CURB TRANSITION (SEE GRADING PLANS)
8 PLANTER BOX (TYP) (RE: ARCH/LANDSCAPE PLANS)
9 PLANTER AREA (RE: ARCH/LANDSCAPE PLANS)
10 PRIVATE PATIO
11 15-FT X 15-FT CORNER SIGHT TRIANGLE
12 18" SIDEWALK CHASE (BY DISTRICT - NOT PART OF THIS PROJECT. RE DETAIL B ON SHEET C3.90 FOR REFERENCE ONLY)
13 NEW STRIPING (BY DISTRICT - NOT PART OF THIS PROJECT)
14 8" CROSS PAN (SEE DETAIL M, SHEET C4.12)
15 MATCH EXISTING ASPHALT (BY DISTRICT - NOT PART OF THIS PROJECT)
16 30' CORNER VISIBILITY SIGHT TRIANGLE
17 LOADING ZONE (RE: DETAIL D ON SHEET C3.90)
18 EX IRRIGATION BACKFLOW PREVENTER TO REMAIN. ADJUST TO GRADE IF NECESSARY.
19 EX FIBER OPTIC PEDESTALS TO REMAIN. ADJUST TO FINAL GRADE IF NECESSARY.

LEGEND:

- 20 CURB RAMP TYPE 1A PER COA STD DETAIL S9.1
21 CURB RAMP TYPE 4 PER COA STD DETAIL S9.4
22 EX FIRE HYDRANT
23 KNOX BOX-EXTERIOR DOOR
24 FDC CONNECTION
25 LOADING RAMP (NON-ADA)
26 SIDEWALK ACCESS

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File Name: S:\\_projects\200904 - Fitzsimons Village Subd\Sheet Sets\C3.10 - SITE PAVING AND HORIZONTAL CONTROL PLAN.dwg



CIVIL CONSTRUCTION DOCUMENTS SHALL HAVE CITY STAMP OF APPROVAL TO BE USED FOR CONSTRUCTION

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**  
**INTERIM CLAIMS**  
**JUNE 7, 2023 - JULY 5, 2023**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Payment Method</u>	<u>Amount</u>
6/7/2023	Aurora Media Group	105617	BILL EFT	\$ 39.25
6/7/2023	Aurora Regional Transportation Authority	Multiple	BILL Check	6,564.24
6/7/2023	CliftonLarsonAllen LLP	Multiple	BILL EFT	15,292.65
6/7/2023	Diversified Underground Inc.	Multiple	BILL Check	1,590.00
6/7/2023	HSS Inc	INV2279347	BILL Check	566.40
6/7/2023	Roth Property Maintenance LLC	65482	BILL Check	3,404.82
6/7/2023	S A Miro, Inc	33638	BILL EFT	945.00
6/7/2023	Sustainable Landscapes Colorado LLC	12821	BILL EFT	868.37
6/7/2023	TKE Corp	5002131088	BILL Check	458.75
6/7/2023	UNCC	223040559	BILL Check	6.45
6/7/2023	Xcel Energy	828864690	BILL Check	647.97
6/13/2023	City of Aurora	A056547 MAY23	Other	1,462.75
6/21/2023	Michael Baker International	Multiple	BILL Check	29,039.25
				<u>\$ 60,885.90</u>

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**INTERIM CLAIMS**  
**JUNE 7, 2023 - JULY 5, 2023**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Payment Method</u>	<u>Amount</u>
6/21/2023	Aurora Regional Transportation Authority	FVMD# 3 5-3-23	BILL Check	6,272.79
6/21/2023	CliftonLarsonAllen LLP	Multiple	BILL EFT	5,529.95
6/21/2023	Spencer Fane	1187879	Vendor Direct Virtual Card	264.00
6/21/2023	Sustainable Landscapes Colorado LLC	12822	BILL EFT	756.98
				<u>12,823.72</u>

**FITZSIMONS VILLAGE MD NO. 1**  
**GENERAL FUND EXPENDITURE DETAILS**  
**2023 BUDGET AS ADOPTED**  
**THROUGH MAY 31, 2023**

ADOPTED BUDGET 2023	Year-to-Date Actual	Variance
---------------------------	------------------------	----------

**GENERAL AND ADMINISTRATIVE**

1	Accounting	\$ 59,325	\$ 24,720	\$ 34,605
2	Audit	5,200	-	5,200
3	District Management	45,000	22,081	22,919
4	Election	5,000	1,467	3,533
5	Insurance	23,000	19,362	3,638
6	Dues and Membership	950	1,030	(80)
7	Legal	35,000	5,662	29,338
8	Miscellaneous	5,120	860	4,260
	Total expenditures	<u>\$ 178,595</u>	<u>\$ 74,322</u>	<u>\$ 99,153</u>

**OPERATIONS AND MAINTENANCE**

10	Elevator Inspection	\$ 5,000	\$ -	\$ 5,000
11	HSS - security	8,500	2,830	5,670
12	Window Cleaning (Bridge)	1,500	-	1,500
13	Roth Property Maintenance - Janitorial	25,000	10,894	14,106
14	Sustainable Landscapes - Floral	9,500	-	9,500
15	Sustainable Landscapes - Landscape Maint	50,000	4,207	45,793
16	Hardscape Maintenance	5,000	-	5,000
17	TKE Corp - Elevator Maintenance	4,000	3,822	178
18	UNCC - Utility Locating	600	83	517
19	Colfax Bridge Repairs	170,000	-	170,000
20	Tree Maintenance	25,000	-	25,000
21	Light Fixture Repairs	5,000	-	5,000
22	Inspection and Maintenance Report	5,000	1,715	3,285
23	Various - Repairs and Maintenance	50,000	4,573	45,427
24	Snow Removal	110,000	46,152	63,848
25	Utilities	40,000	6,006	33,994
26	Contingency	15,000	-	15,000
	Total expenditures	<u>\$ 529,100</u>	<u>\$ 80,282</u>	<u>\$ 448,818</u>

**TOTALS**

<u>\$ 707,695</u>	<u>\$ 154,604</u>	<u>\$ 547,971</u>
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**FITZSIMONS VILLAGE MD NO. 3  
GENERAL FUND EXPENDITURE DETAILS  
2023 BUDGET AS ADOPTED  
THROUGH MAY 31, 2023**

ADOPTED BUDGET 2023	Year-to-Date Actual	Variance
---------------------------	------------------------	----------

**GENERAL AND ADMINISTRATIVE**

1	Accounting	\$ 36,750	\$ 15,310	\$ 21,440
2	Audit	4,600	-	4,600
3	District Management	30,000	5,437	24,563
4	Election	2,000	92	1,908
5	Insurance	7,500	3,299	4,201
6	Dues and Membership	650	349	301
7	Legal	10,000	3,343	6,657
8	Miscellaneous	3,521	390	3,131
	Total expenditures	<u>\$ 95,021</u>	<u>\$ 27,830</u>	<u>\$ 63,670</u>

**OPERATIONS AND MAINTENANCE**

10	Landscaping Maintenance	\$ 15,000	\$ 3,599	\$ 11,401
11	Repairs and Maintenance	50,000	-	50,000
12	Snow Removal	60,000	14,234	45,766
	Total expenditures	<u>\$ 125,000</u>	<u>\$ 17,833</u>	<u>\$ 107,167</u>

**TOTALS**

<u>\$ 220,021</u>	<u>\$ 45,663</u>	<u>\$ 170,837</u>
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# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: **Fitzsimons Village Metropolitan District No. 1**  
 A Quasi-Municipal Corporation and Political Subdivision  
 of the State of Colorado  
 c/o Clifton Larsen Allen  
 Development & Construction Manager:  
 CPX Dev & Construction Mgmt  
 Contract For: **Parking Garage at Fitzsimons 500**

Project: **Fitzsimons 500 Parking Garage**

Application Number: 13  
 Application Date: 07/05/23  
 Progress From: 06/01/23  
 Progress To: 06/30/23  
 Project Number: 22-x1006-001  
 Contract Date: 7/5/2022

## CONTRACT SUMMARY:

1. Original Contract Amount.....	\$	16,743,884.00
2. Change Orders approved to date.....	\$	-
3. Revised contract amount to date.....	\$	16,743,884.00

## STATUS OF ACCOUNT:

4. Value of completed work to date (total from column G on schedule of values).....	\$	6,403,925.76
5. Less <u>5%</u> retained.....	\$	278,116.01
6. Total earned less retained amount.....	\$	6,125,809.75
7. Total amount previously approved (total from column D less retainage) .....	\$	5,150,845.54
8. Current Amount Due .....	\$	<b>974,964.21</b>
9. Balance to Finish (includes Retainage).....	\$	10,339,958.24

Change Order Summary			
Change No.	Date	Additions	Subtractions
Previous Totals			
Net Changes by Change Order			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment herein is now due

CONTRACTOR:

By: Thomas Banta Date: 7/6/23

Thomas Banta, Chief Real Estate Officer

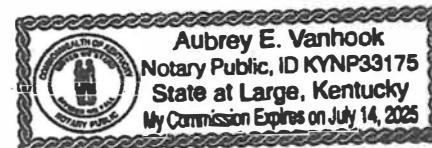
State of: Kentucky

County of: Vol

Subscribed and sworn to before me this 6 day of July, 2023.

Notary Public: Aubrey E. Vanhook

My Commission expires: 7-14-2025



**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

**Fitzsimons 500 Parking Garage**

APPLICATION NO: 13

APPLICATION DATE: 7/5/2023

PERIOD TO: 6/30/2023

ARCHITECTS' PROJECT NO:

**OWNER**

A ITEM NO	B DESCRIPTION OF WORK	C Original SCHEDULED VALUE	D		E Current/REVISED SCHEDULE OF VALUES	F WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D O R E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE (IF VARIABLE RATE) 5%
			TOTAL PRIOR ADJUSTMENTS	ADJUSTMENTS THIS PERIOD		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	<b>Building Construction</b>											
	Concrete	9,425,446.00	-	-	9,425,446.00	3,654,555.08	988,190.15		4,642,745.23	49%	4,782,700.77	232,137.26
	Masonry	139,506.00	-	-	139,506.00	-	-		-	0%	139,506.00	0.00
	Metals	609,282.00	-	-	609,282.00	-	-		-	0%	609,282.00	0.00
	Woods, Plastics & Composites	5,075.00	-	-	5,075.00	-	-		-	0%	5,075.00	0.00
	Thermal & Moisture Protection	212,136.00	-	-	212,136.00	19,252.00	-		19,252.00	9%	192,884.00	962.60
	Openings, Glass & Glazing	65,239.00	-	-	65,239.00	-	-		-	0%	65,239.00	0.00
	Finishes	254,559.00	-	-	254,559.00	-	-		-	0%	254,559.00	0.00
	Specialties	22,919.00	-	-	22,919.00	-	-		-	0%	22,919.00	0.00
	Equipment	60,900.00	-	-	60,900.00	-	-		-	0%	60,900.00	0.00
	Furnishings	65,000.00	-	-	65,000.00	-	-		-	0%	65,000.00	0.00
	Conveying Systems	214,338.00	-	-	214,338.00	112,995.00	-		112,995.00	53%	101,343.00	5,649.75
	Fire Suppression	55,703.00	-	-	55,703.00	12,465.00	-		12,465.00	22%	43,238.00	623.25
	Plumbing	421,770.00	(75000.00)	-	346,770.00	136,790.40	-		136,790.40	39%	209,979.60	6,839.52
	HVAC	16,331.00	75,000.00	-	91,331.00	12,240.60	-		12,240.60	13%	79,090.40	612.03
	Electrical	1,040,313.00	-	-	1,040,313.00	193,233.00	-		193,233.00	19%	847,080.00	9,661.65
	Electronic Safety & Security	50,000.00	-	-	50,000.00	-	-		-	0%	50,000.00	0.00
	Earthwork	435,886.00	-	-	435,886.00	405,912.62	-		405,912.62	93%	29,973.38	20,295.63
	Exterior Improvements	184,147.00	-	-	184,147.00	-	-		-	0%	184,147.00	0.00
	Site Utilities	203,468.00	-	-	203,468.00	26,686.38	-		26,686.38	13%	176,781.62	1,334.32
	General Contractor's General Requirements	583,395.00	-	-	583,395.00	106,417.16	-		106,417.16	18%	476,977.84	
	General Contractor's General Conditions	641,026.00	-	-	641,026.00	209,090.56	-		209,090.56	33%	431,935.44	
	General Contractor's Contingency	416,877.00	-	-	416,877.00	-	-		-	0%	416,877.00	
	General Contractor's Insurance	164,541.00	-	-	164,541.00	133,657.00	-		133,657.00	81%	30,884.00	
	General Contractor's Fee	521,739.00	-	-	521,739.00	120,494.69	-		120,494.69	23%	401,244.31	
	Corporex Staffing & Fee (3%)	474,288.00	-	-	474,288.00	152,246.45	28,931.57		181,178.02	38.2%	293,109.98	0.00
2	<b>Architectural &amp; Engineering</b>											
	Civil Engineering	85,000.00	(6,550.00)	-	78,450.00	33,354.70	-		33,354.70	43%	45,095.30	0.00
	Permit	250,000.00	(21,767.50)	-	228,232.50	15,470.80	-		15,470.80	7%	212,761.70	0.00
	Testing	125,000.00	-	-	125,000.00	11,718.10	7,252.00		18,970.10	15%	106,029.90	0.00
	Geotechnical	10,000.00	10,000.00	-	10,000.00	4,655.00	-		4,655.00	47%	5,345.00	0.00
	Architectural	18,317.50	18,317.50	-	18,317.50	18317.50	-		18,317.50	100%	0.00	0.00
		<b>16,743,884.00</b>	-	-	<b>16,743,884.00</b>	<b>5,379,552.04</b>	<b>1,024,373.72</b>	-	<b>6,403,925.76</b>	<b>38.2%</b>	<b>10,339,958.24</b>	<b>278,116.01</b>

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Conditional Waiver and Release on Progress Payment

Project: Fitzsimons Parking Garage

Job No.: 22-xl006-001

On receipt by the undersigned of a check from Fitzsimons Metropolitan District No. 1 in the sum of \$974,964.21 payable to Corporex Development & Construction Management, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, and private bond right, and claim for payment and rights under similar ordinance, rule or statute related to claims or payment rights for person in the undersigned's position that the undersigned has on the job of Fitzsimons Garage, located at Aurora, CO to the following extent. This release covers the payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to Fitzsimons Metropolitan District No. 1 (person with whom undersigned contracted), as of 06/30/2023 except for disputed claims in the amount of \$0.00. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: July 6 2023

Corporex Development & Construction Management, LLC  
(Company Name)

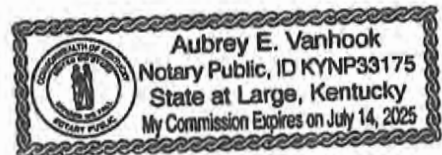
By: [Signature]

Thomas Banta, Chief Real Estate Officer

STATE OF Kentucky )  
 )SS:  
COUNTY OF Keaton )

The foregoing instrument was acknowledged before me this 6 day of July, 2023 by Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.

[Signature]  
Notary Public



# Invoice Register

Payee  
 McClone Construction  
 Company  
 5170 Hillsdale Circle, Suite  
 B, El Dorado Hills, CA  
 95762  
 Phone: 9163585495

Batch Id	18756
Control	67076
Invoice Number	MCCLONE_500_A PP 12
Invoice Date	06/21/2023
Due Date	07/20/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	07/05/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
6/2023	938780.64	49409.51		Check	Invoice	JobCost	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
mcclone0001	22-xl006-001	id001	988190.15	49409.51	03001000	57010000	Cost of Sales		
<b>Workflow Approval</b>									
	Workflow			Step		Status	Approved By	Approval Notes	Start Date Start Time
	JobCost			Scan & Code		Completed	kmcqueen@corporex.com		06/21/2023 13:48:49
	JobCost			Project Manager		Completed	ssapp@corporex.com		06/21/2023 13:48:54
	JobCost			VP Construction		Completed	tbanta@corporex.com approved		06/23/2023 07:48:37
	JobCost			Managing Dir2		Completed	nheekin@corporex.com :mobile (iPhone)		06/23/2023 08:54:08
	JobCost			APPROVED		Completed	nheekin@corporex.com		06/24/2023 10:37:03

MCCLONE

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: **Corporex Colorado** PROJECT: **Fitz 500 Garage**  
**100 E RiverCenter Boulevard, Ste 1100**  
**Covington, Kentucky 41011**

FROM: **McClone Construction Company**  
**5170 Hillsdale Circle, Suite B**  
**El Dorado Hills, CA 95762**

APPLICATION NO: **12**

PERIOD TO: **6/30/2023**  
 MCCLONE PROJECT NO: **1201**  
 CLIENT PROJECT NO:  
 DATE: **Jun 20, 23**

Distribution to:

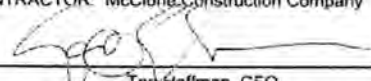
<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Change Order Summary		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **McClone Construction Company**

By:  Date: **6/20/2023**  
**Ted Hoffman, CFO**

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM.....	\$	9,057,000.00
2 Net Change by Change Orders.....	\$	0.00
3 CONTRACT SUM TO DATE (line 1+2).....	\$	9,057,000.00
4 TOTAL COMPLETED & STORED TO DATE.....	\$	4,642,745.23
(Column G on G703)		
5 RETAINAGE:		
a. 0.05 of Completed Work	\$	232,137.26
(Column D+E on G703)		
b. 0.05 of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$	232,137.26
6 TOTAL EARNED LESS RETAINAGE.....	\$	4,410,607.97
(Line 4 less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	3,471,827.33
8 CURRENT PAYMENT DUE.....	\$	938,780.64
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$	4,646,392.03
(Line 3 less Line 5)		

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without Prejudice to any rights of the Owner or Contractor under this Contract.

**McCLONE** | SCHEDULE OF VALUES  
CONSTRUCTION SINCE 1975

Project Name: **Fitz 500 Garage**

Application No: 12  
 Application Date: Jun 20, 23  
 Period To: Jun 30, 23

	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED & STORED	%	BALANCE TO FINISH	RETAINAGE %	
			PREVIOUS APPLICATION	STORED THIS PERIOD					COMPLETED THIS PERIOD
<b>PROJECT START-UP</b>									
1	Design - Structural and Architectural Drawings	362,250.00	326,025.00	0.00	0.00	326,025.00	90%	36,225.00	16,301.25
2	Office / Tool Shed	76,984.50	77,714.42	0.00	7,698.45	35,412.87	46%	41,571.63	1,770.64
3	MCC Shop Drawings / Engineering	181,140.00	166,648.80	0.00	7,245.60	173,894.40	96%	7,245.60	8,694.72
4	Equipment / Tools	217,400.00	76,090.00	0.00	21,740.00	97,830.00	45%	119,570.00	4,891.50
5	Freight	151,251.90	48,400.61	0.00	15,125.19	63,525.80	42%	87,726.10	3,176.29
<b>MATERIALS</b>									
6	Columns	68,970.00	68,970.00	0.00	0.00	68,970.00	100%	0.00	3,448.50
7	Walls	54,443.04	54,443.04	0.00	0.00	54,443.04	100%	0.00	2,722.15
8	Beams	241,952.96	222,596.72	0.00	0.00	222,596.72	92%	19,356.24	11,129.84
9	Tables	235,007.02	223,256.67	0.00	0.00	223,256.67	95%	11,750.35	11,162.83
10	Shoring / Reshore	63,326.10	18,997.83	0.00	5,066.09	24,063.92	38%	39,262.18	1,203.20
<b>FABRICATION</b>									
11	Columns	100,563.00	100,563.00	0.00	0.00	100,563.00	100%	0.00	5,028.15
12	Capitals	72,310.00	65,079.00	0.00	0.00	65,079.00	90%	7,231.00	3,253.95
13	Walls	106,056.00	95,459.40	0.00	0.00	95,459.40	90%	10,606.60	4,772.97
14	Beams	250,076.00	225,058.40	0.00	0.00	225,058.40	90%	25,007.60	11,253.42
15	Tables	234,412.00	210,970.80	0.00	0.00	210,970.80	90%	23,441.20	10,548.54
16	Shoring / Reshore	33,333.00	11,666.55	0.00	3,333.30	14,999.85	45%	18,333.15	749.99
<b>FOUNDATION</b>									
17	Rammed Aggregate Piers	259,000.00	259,000.00	0.00	0.00	259,000.00	100%	0.00	12,950.00
18	Footings	393,510.16	393,510.16	0.00	0.00	393,510.16	100%	0.00	19,675.51
19	Columns	197,888.03	197,888.03	0.00	0.00	197,888.03	100%	0.00	9,894.40
20	Walls	238,758.76	202,944.95	0.00	23,875.87	226,870.87	95%	11,937.94	11,341.04
21	Slab On Grade	386,265.93	366,952.63	0.00	3,862.66	370,815.29	96%	15,450.64	18,540.76
<b>LEVEL 2</b>									
22	Beam and Slab	602,179.65	270,980.84	0.00	301,089.83	577,070.67	95%	30,108.98	28,603.53
23	Columns	71,094.10	21,328.23	0.00	49,765.87	71,094.10	100%	0.00	3,554.71
24	Walls	165,810.53	0.00	0.00	91,195.79	91,195.79	55%	74,614.74	4,559.79
<b>LEVEL 3</b>									
25	Beam and Slab	582,462.66	0.00	0.00	419,373.12	419,373.12	72%	163,089.54	20,968.66
26	Columns	67,651.15	0.00	0.00	23,001.39	23,001.39	34%	44,649.76	1,150.07
27	Walls	158,169.93	0.00	0.00	15,816.99	15,816.99	10%	142,352.94	790.85
<b>LEVEL 4</b>									
28	Beam and Slab	577,591.99	0.00	0.00	0.00	0.00	0%	577,591.99	0.00
29	Columns	64,329.08	0.00	0.00	0.00	0.00	0%	64,329.08	0.00
30	Walls	150,289.60	0.00	0.00	0.00	0.00	0%	150,289.60	0.00
<b>LEVEL 5</b>									
31	Beam and Slab	548,721.32	0.00	0.00	0.00	0.00	0%	548,721.32	0.00
32	Columns	61,007.01	0.00	0.00	0.00	0.00	0%	61,007.01	0.00
33	Walls	142,409.27	0.00	0.00	0.00	0.00	0%	142,409.27	0.00
<b>LEVEL 6</b>									
34	Beam and Slab	518,850.64	0.00	0.00	0.00	0.00	0%	518,850.64	0.00
35	Columns	57,684.94	0.00	0.00	0.00	0.00	0%	57,684.94	0.00
36	Walls	134,528.93	0.00	0.00	0.00	0.00	0%	134,528.93	0.00
<b>LEVEL 7</b>									
37	Beam and Slab	493,972.49	0.00	0.00	0.00	0.00	0%	493,972.49	0.00
38	Columns	52,466.92	0.00	0.00	0.00	0.00	0%	52,466.92	0.00
39	Walls	127,266.84	0.00	0.00	0.00	0.00	0%	127,266.84	0.00
<b>LEVEL 8</b>									
40	Beam and Slab	401,897.36	0.00	0.00	0.00	0.00	0%	401,897.36	0.00
41	Columns	33,088.25	0.00	0.00	0.00	0.00	0%	33,088.25	0.00
42	Walls	120,618.94	0.00	0.00	0.00	0.00	0%	120,618.94	0.00
<b>SUBCONTRACT CHANGE ORDERS</b>									
43	CO 1	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
44	CO 2	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
45	CO 3	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
<b>TOTAL</b>		<b>\$9,057,000.00</b>	<b>\$3,654,555.08</b>	<b>\$0.00</b>	<b>\$988,190.15</b>	<b>\$4,642,745.23</b>	<b>51%</b>	<b>4,414,254.77</b>	<b>232,137.26</b>

**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

California Civil Code Section 8136

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information:**

Name of Claimant:	<u>McClone Construction Company</u>
Name of Customer:	<u>Corporex Colorado</u>
Job Location:	<u>13500 E. Colfax Avenue</u>
Owner:	<u>Corporex Colorado</u>
Through Date:	<u>6/30/2023</u>

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or materials delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:	<u>Corporex Colorado</u>
Amount of Check:	<u>\$938,780.64</u>
Check Payable to:	<u>McClone Construction Company</u>

**Exceptions:**

This document does not affect any of the following:

- 1 Retentions
- 2 Extras for which the claimant has not received payment.
- 3 The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 

Date(s) of waiver and release:	<u>5/31/2023</u>
Amount(s) of unpaid progress payment(s):	<u>\$889,083.00</u>
- 4 Contract rights, including (A) a right based on rescission, abandonment, or breach of contract; and (B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature:	<u></u>
Claimant's Title:	<u>Ted Hoffman, CFO</u>
Date of Signature:	<u>6/20/2023</u>



# Invoice Register

Payee  
 Professional Service  
 Industries Inc  
 PO Box 74008418, Chicago,  
 IL 60674-8418  
 Phone:

Batch Id	18584
Control	66209
Invoice Number	00879678
Invoice Date	06/06/2023
Due Date	07/06/2023
Approved By	
Printed By	avanhook@corporex.com
Printed On	07/05/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
6/2023	7252.00	0.00		Check	Invoice	JobCost	10010002
Notes:							

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes		
psi0001	22-xi006-001	id001	7252.00	0.00	01452300	57010000	Cost of Sales				
<b>Workflow Approval</b>											
					Step		Status	Approved By	Approval Notes	Start Date	Start Time
					Scan & Code		Completed	kmcqueen@corporex.com		06/06/2023	08:21:41
					Project Manager		Completed	ssapp@corporex.com		06/06/2023	08:21:47
					VP Construction		Completed	tbanta@corporex.com		06/09/2023	08:58:03
					APPROVED		Completed	tbanta@corporex.com		06/09/2023	10:47:44



Professional Service Industries, Inc.  
www.psiusa.com

DENVER CS/GEO DEPT  
WESTMINSTER, CO 80234  
(303) 424-5578

CORPOREX DEVELOPMENT  
100 E RIVERCENTER BLVD  
SUITE 1100  
COVINGTON KY 41011  
USA

CORPOREX DEVELOPMENT  
100 E RIVERCENTER BLVD  
SUITE 1100  
COVINGTON KY 41011

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	05/31/23	00879678	0001

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
04/13/23	05322615-19	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/19/23	05322615-23	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/25/23	05322615-29	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/25/23	05322615-29	AG, #200 WASH/DRY SIEVE (EA)	1.00	79.00	79.00
04/25/23	05322615-29	SO, ATTERBERG LIMITS (EA)	1.00	70.00	70.00
04/25/23	05322615-29	SO, M-D RELATION STD (EA)	1.00	142.00	142.00
04/25/23	05322615-30	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/26/23	05322615-31	CON, COMPST-4X8" CYL (EA)	7.00	18.00	126.00
04/27/23	05322615-32	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/28/23	05322615-33	ENGINEERING TECH, CON (HR)	4.00	58.00	232.00
04/28/23	05322615-33	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
Invoice Total:					*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1220128	00879678	05322615	

Professional Service Industries, Inc.  
PO Box 74008418  
Chicago, IL 60674-8418



**Engineering • Consulting • Testing**

**Professional Service Industries, Inc.**

www.psiusa.com

**DENVER CS/GEO DEPT  
WESTMINSTER, CO 80234  
(303) 424-5578**

**Federal ID 37-0962090**

**CORPOREX DEVELOPMENT  
100 E RIVERCENTER BLVD  
SUITE 1100  
COVINGTON KY 41011  
USA**

**CORPOREX DEVELOPMENT  
100 E RIVERCENTER BLVD  
SUITE 1100  
COVINGTON KY 41011**

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	05/31/23	00879678	0002

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
04/29/23	05322615-34	ENGINEERING TECH, SOIL OT(HR)	4.00	87.00	348.00
05/01/23	05322615-35	ENGINEERING TECH, CON (HR)	8.00	58.00	464.00
05/01/23	05322615-35	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
05/02/23	05322615-36	ENGINEERING TECH, SOIL (HR)	4.00	58.00	232.00
05/03/23	05322615-37	ENGINEERING TECH, SOIL (HR)	4.00	58.00	232.00
05/03/23	05322615-38	REINFORCE STEEL OBSER (HR)	2.00	58.00	116.00
05/04/23	05322615-39	ENGINEERING TECH, CON (HR)	7.00	58.00	406.00
05/04/23	05322615-39	CON, COMPST-4X8" CYL (EA)	10.00	18.00	180.00
05/05/23	05322615-40	ENGINEERING TECH, SOIL (HR)	4.00	58.00	232.00
05/06/23	05322615-41	ENGINEERING TECH, SOIL OT(HR)	4.00	87.00	348.00
05/08/23	05322615-42	ENGINEERING TECH, CON (HR)	4.00	58.00	232.00
Invoice Total:					*Continued*

**TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.**

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Customer #	Invoice #	Project Number	Amount Enclosed
1220128	00879678	05322615	

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PO Box 74008418  
Chicago, IL 60674-8418



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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	05/31/23	00879678	0003

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
05/08/23	05322615-42	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
05/09/23	05322615-43	ENGINEERING TECH, CON (HR)	6.00	58.00	348.00
05/09/23	05322615-43	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
05/12/23	05322615-46	REINFORCE STEEL OBSER (HR) CANCELLATION	2.00	58.00	116.00
05/15/23	05322615-47	SAMPLE/CYL PICKUP (HR)	2.00	58.00	116.00
05/17/23	05322615-48	REINFORCE STEEL OBSER (HR)	4.00	58.00	232.00
05/18/23	05322615-49	ENGINEERING TECH, CON (HR)	4.00	58.00	232.00
05/19/23	05322615-50	REINFORCE STEEL OBSER (HR)	2.00	58.00	116.00
05/19/23	05322615-50	ENGINEERING TECH, CON (HR)	2.00	58.00	116.00
05/19/23	05322615-50	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
05/22/23	05322615-51	SAMPLE/CYL PICKUP (HR)	2.00	58.00	116.00
Invoice Total:					*Continued*

**TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.**

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Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1220128	00879678	05322615	

**Professional Service Industries, Inc.**  
PO Box 74008418  
Chicago, IL 60674-8418



Professional Service Industries, Inc.  
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DENVER CS/GEO DEPT  
WESTMINSTER, CO 80234  
(303) 424-5578

Federal ID 37-0962090

CORPOREX DEVELOPMENT  
100 E RIVERCENTER BLVD  
SUITE 1100  
COVINGTON KY 41011  
USA

CORPOREX DEVELOPMENT  
100 E RIVERCENTER BLVD  
SUITE 1100  
COVINGTON KY 41011

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1220128		05322615	05/31/23	00879678	0004

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
05/24/23	05322615-52	ENGINEERING TECH, CON (HR)	5.00	58.00	290.00
05/25/23	05322615-53	ENGINEERING TECH, CON (HR)	3.00	58.00	174.00
05/25/23	05322615-53	REINFORCE STEEL OBSER (HR)	2.00	58.00	116.00
05/25/23	05322615-53	POST TENSION INSPECTION	3.00	75.00	225.00
05/26/23	05322615-54	SAMPLE/CYL PICKUP (HR)	2.00	58.00	116.00
05/30/23	05322615-1	ENGINEER, PROJECT (HR)	4.00	150.00	600.00
Invoice Total:					\$7,252.00
Balance Due:					\$7,252.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance  
to:

Customer #	Invoice #	Project Number	Amount Enclosed
1220128	00879678	05322615	

Professional Service Industries, Inc.  
PO Box 74008418  
Chicago, IL 60674-8418

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
(IN THE CITY OF AURORA)  
ARAPAHOE COUNTY, COLORADO**

Draw Request No. 12

\$974,964.21

The following draw request is being made pursuant to the Project Funding Agreement dated November 1, 2021 by and between Fitzsimons Village Metropolitan District No. 1 and Fitzsimons Village Metropolitan District No. 3.

The undersigned District Representative hereby makes a draw request and in support thereof states:

- 1. The amount to be paid or reimbursed pursuant hereto is \$974,964.21.
- 2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Fitzsimons Village Metropolitan District No. 1
- 3. Payment is due to the above person for (describe nature of the obligation): Pay Application No. 13 Corporex Development & Construction Management LLC.
- 4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Suzanne Schlicht, as District Representative

By \_\_\_\_\_  
Name Suzanne Schlicht \_\_\_\_\_  
Title President \_\_\_\_\_

**EXHIBIT B**

**FORM OF PROJECT FUND REQUISITION**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**(IN THE CITY OF AURORA)**  
**ARAPAHOE COUNTY, COLORADO**  
**LIMITED TAX GENERAL OBLIGATION AND SPECIAL REVENUE REFUNDING**  
**AND IMPROVEMENT BONDS**  
**SERIES 2021A-1**

Requisition No.   15  

\$974,964.21

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 28, 2021 (the “Indenture”) between the Fitzsimons Village Metropolitan District No. 3 (the “District”) and UMB Bank, n.a., as trustee (“Trustee”). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$974,964.21.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Corporex Development and Construction Management LLC, 100 E. Rivercenter Blvd, Suite 1100, Covington, KY 41011\_\_
3. Payment is due to the above person for (describe nature of the obligation): Invoices related to design of capital improvements.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer\_
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. The District Representative hereby further certifies that no Event of Default has occurred and is continuing under the Indenture.

- 7. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Project Fund Requisition, and confirms that, to the best of the District’s knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the District will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the District will not seek recourse from the Trustee as a result of losses incurred by the District arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_.

Suzanne Schlicht \_\_\_\_\_, as District Representative

By \_\_\_\_\_  
 Name Suzanne Schlicht \_\_\_\_\_  
 Title President \_\_\_\_\_

Gigi Pangindian, as District Accountant

By \_\_\_\_\_