

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

DATE:	Wednesday, June 14, 2023
TIME:	1:30 p.m.
ACCESS:	<p>You can attend the meeting in any of the following ways:</p> <ol style="list-style-type: none"> 1. 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 2. To attend via telephone, dial 720- 547-5281 and enter the following additional information: Passcode: 779 207 143#

Fitzsimons Village Metropolitan District Nos. 1 and 2		
<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

Fitzsimons Village Metropolitan District No. 3		
<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 May 10, 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. District No. 1 Ratified approval of TKE MAX Link Work Order for Pedestrian Bridge Phones (enclosure).
- C. Discussion on S.A. Miro and ACTbadger bay saver work.
 - i. Review and consider approval of ACTbadger proposal for hydro vacuuming in the amount of \$33,329.69 (enclosure).
- D. Review and consider approval of JE Dunn proposal for Water Quality Work in the amount of \$548,322.00 (enclosure).
- E. District No. 3 approval of 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 \$927,044.00 (enclosure). (District 1)
- B. Approve and/or ratify approval of payment of claims in the amount of \$6,247.88 (enclosure). (District 3)
- C. 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 \$1,260,428.47 (enclosure).
- D. District No. 3 approval of Draw Request No. 11 in the amount of \$1,260,428.47, Requisition Request No. 14 in the amount of \$1,260,428.47 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 JULY 12, 2023.

**MINUTES OF A COMBINED SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF THE
FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NOS. 1-3
HELD
MAY 10, 2023**

A special 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, May 10, 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, Assistant Secretary (MD No. 3)

There are two vacancies on each of the Boards.

Also In Attendance Were:

Tom George; Spencer Fane LLP
Nicholas Carlson, Anna Jones, and Carrie Beacom; CliftonLarsonAllen LLP (“CLA”)
Keely Matson: Michael Baker International
Tom Banta; Corporex

**ADMINISTRATIVE
MATTERS**

Call to Order/Disclosure of Potential Conflicts of Interest: Director Schlicht called the meeting to order at 1:31 p.m.

Attorney George 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 Ratner, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the

combined agenda, as presented.

Public Comment: None.

Other: None.

MANAGEMENT MATTERS

Bridge Update: Ms. Matson provided an update to the Board.

JHL Contract for Bridge Repairs: Ms. Matson reviewed the contract 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 JHL contract for bridge repairs.

Construction Impact on Districts: Ms. Jones reviewed with the Boards. Discussion followed; no action was taken.

CONSENT AGENDA Approval of Minutes of the March 8, 2023 Combined Regular Meeting

Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard, upon vote, unanimously carried, the Board approved and ratified the consent agenda, as presented.

FINANCIAL MATTERS

Claims MD1: Ms. Beacom reviewed the claims with the Board. Discussion followed regarding reconciliation of the general fund costs when there are unexpected cost overages. Following discussion and 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 \$879,465.17.

Claims MD3: Ms. Beacom reviewed the claims with the Board. Following review, upon a motion duly made by Director Ratner, seconded by Director Schlicht and, upon vote, unanimously carried, the District 3 Board approved the claims in the amount of \$23,644.89.

Public Hearing on Amendment to 2022 Budgets: Director Havard opened the public hearing to consider an amendment to the 2022 Budgets at 1:53

It was noted that publication of Notice stating that the Boards would consider amendment of the 2022 Budgets and the date, time and place of the public hearing was made in a newspaper having general circulation within the Districts. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Following discussion, upon motion duly made by Director Schlicht seconded by Director Havard and, upon vote, unanimously carried, the District 1 Board adopted Resolution No. 2023-05-01 to Amend the 2022 Budget.

Following discussion, upon motion duly made by Director Schlicht seconded by Director Ratner and, upon vote, unanimously carried, the District 3 Board adopted Resolution No. 2023-05-01 to Amend the 2022 Budget.

District No. 1 Corporex Development and Construction Management LLC Pay Apps for Garage Construction: Ms. Beacom reviewed Corporex Development and Construction Management LLC (“CDCM”) Pay App No. 10 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 ratified approval the CDCM Pay App No. 10 for Garage Construction, in the amount of \$361,888.60.

District No. 3 Requisition No. 12 and Draw Request No. 9: Ms. Beacom reviewed the requisition and draw request 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. 3 Board ratified approval of Requisition No. 12 and Draw Request No. 9, in the amount of \$361,888.60.

District No. 1 Corporex Development and Construction Management LLC Pay Apps for Garage Construction: Ms. Beacom reviewed Corporex Development and Construction Management LLC (“CDCM”) Pay App No. 11 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. 11 for Garage Construction, in the amount of \$914,345.79.

District No. 3 Requisition No. 13 and Draw Request No. 10: Ms. Beacom reviewed the Draw Request No. 10 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. 10 in the amount of \$914,345.79.

Ms. Beacom reviewed the Requisition No. 13 with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the Board approved the Requisition No. 10 in the amount of \$914,345.79.

Ms. Beacom reviewed the Requisition 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 Requisition No. 11 in the amount of \$4,926.00.

March 31, 2023 Financial Statements MD1: Ms. Beacom reviewed the financial statements with the Board. No action was taken.

March 31, 2023 Financial Statements MD2: Ms. Beacom reviewed the financial statements with the Board. No action was taken.

March 31, 2023 Financial Statements MD3: Ms. Beacom reviewed the financial statements with the Board. No action was taken.

O&M: This item was deferred to a later meeting.

LEGAL MATTERS **District No. 1 and No. 2 Appointment of Officers:** Following discussion, upon motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the following slate of officers were appointed for the Districts:

President: Suzanne Schlicht
Secretary/ Treasurer: Brittany Havard
Assistant Secretary: Bob Dapper

District No. 3 Appointment of Officers: Following discussion, upon motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the following slate of officers were appointed for the Districts:

President: Suzanne Schlicht
Secretary: Brian Ratner
Treasurer: Brittany Havard

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 2:17 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting



Repair Work Order

May 02, 2023

Fitzsimons Pedestrian Bridge

Purchaser: Rise Commercial Property Services	Location: Fitzsimons Pedestrian Bridge
Address: 188 Inverness Dr W Ste 150 Englewood, CO 80112-5207	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 **Four Thousand Nine Hundred Ninety Two Dollars and Twenty Two Cents (\$4,992.22)** 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
2	MAX Link	Proactive
1	MAX Link	Proactive

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

MAX Link

TK Elevator will install an analog phone retrofit kit, with VoIP analog telephone adapter (ATA) with 4-hour battery backup, at or near the telephone termination points at or near the controller(s). The installation will include material and labor to wire, mount and connect the analog phone retrofit kit. 110VAC must be provided (by others) or available at the location of hardware installation.

Note: telephone service requires a MAX Link subscription and associated service addendum.

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:		\$4,992.22
Initial progress payment:	(50%)	\$2,496.11
Total due upon completion:	(50%)	\$2,496.11

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
DocuSigned by: By: <u>Suzanne Schlicht</u> <small>(Signature of Authorized Individual)</small> Nic Carlson Suzanne Schlicht, Board President _____ <small>(Print or Type Name)</small> _____ <small>(Print or Type Title)</small> _____ <small>(Date of Acceptance)</small>	By: _____ <small>(Signature of Branch Representative)</small> John Canty Sales Manager _____ <small>(Date of Execution)</small>

Please contact _____ to schedule work at the following phone number _____



TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our") and Rise Commercial Property Services (the "Purchaser," "you," and "your") hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 07-27-2011, contract number US13670 (the "Agreement"), as set forth in this addendum. This addendum shall be made a part of the Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the Agreement will remain in full force and effect and apply to this addendum where no conflict exists. This addendum shall become effective upon acceptance as described below.

MAX Link

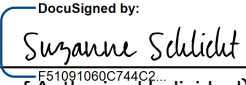
TK Elevator will provide those Units specified in the chart below, through a MAX Device, with a cellular connection for one of more of the following: Purchaser's in-car emergency video, text or audio communication equipment compatible with such a connection (the "Communication Equipment") for the duration of this Agreement so long as that communication equipment meets all applicable laws and codes. For units where TKE's VoIP analog telephone adapter is deployed, MAX Link service will specifically include maintenance, repair or replacement of Purchaser's emergency analog telephone.

Building Name	Equipment Type	Nickname
Fitzsimons Pedestrian Bridge	Hydraulic	ELE1
Fitzsimons Pedestrian Bridge	Hydraulic	ELE2

In no event shall TK Elevator be liable or responsible to you or any other party for failure of a cellular connection, or for receipt of the same by a MAX Device when such failure is due in whole or in part to a temporary or permanent failure of any type of hardware, systems, networks or telecommunications infrastructure provided by you, or by your, or by TK Elevator's third party service providers or by any other third party, or is due in whole or in part to any circumstances beyond TK Elevator's reasonable control including, but not limited to, any of the following: acts of God, flood, fire, wind, rain, water, soil movement, earthquake, explosion, virus, disease, unlawful cyber activity, vandalism, abuse, misuse, war, terrorism, power outages, power fluctuations, and/or national or regional shortages of power or telecommunication infrastructure.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$90 per month which will be billed to you separately from the price of the Agreement ("TK Elevator Communications Services Charge"). The cost of your selected Digital Service Package is not subject to any discounts.

Rise Commercial Property Services (Purchaser):	TK Elevator Corporation Management Approval
By:  <small>DocuSigned by: F51091060C744C2...</small> (Signature of Authorized Individual) Mike Carlson Suzanne Schlicht, Board President (Print or Type Name) _____ (Print or Type Title) 5/25/2023 (Date of Acceptance)	By: _____ (Signature of Branch Representative) John Canty Sales Manager _____ (Date of Execution)



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

Date	Terms	Reference ID	Customer Reference # / PO
May 02, 2023	Immediate	ACIA-22AJUO8	
Total Contract Price:			\$4,992.22
Down Payment:			(50%) \$2,496.11

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: 2023-2-1447120

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

Reference ID: ACIA-22AJUO8

Remittance Amount: \$2,496.11

ACT UNDERGROUND, LLC



PRICING MODEL

TODAY'S DATE: 6-8-2023	JOB NAME: FITZSIMONS VILLAGE MD
COMPANY: CLA NIC CARLSON: 303-265-7900 NICHOLAS.CARLSON@CLACONNECT.COM	JOB LOCATION: 13400 E COLFAX AVE AURORA, CO 80011

WE PROPOSE HERBY TO FURNISH THE EQUIPMENT AND LABOR NECESSARY FOR THE COMPLETION OF:

- HYDRO VACUUM MATERIAL FROM 6 BAYS AVERS
 - DIMENSIONS: 10,667 GALLONS BEFORE WATER FOR CLEANING
 - BADGER SHALL SUPPLY WATER
 - BADGER SHALL SUPPLY DUMP
 - CONTENTS WILL BE DISPOSED AT CSI
 - NO ACCESS ISSUES ARE DESCRIBED
 - PROPOSAL IS GENERATED ON WEEKDAY RATES
 - MONDAY - FRIDAY
 - HOURS BETWEEN 4 AM – 8 PM
 - AN OPERATING RATE OF \$340/HR. SHALL APPLY TO WORK OUTSIDE OF THE CONFINES DESCRIBED ABOVE
- THE CUSTOMER WILL PHYSICALLY IDENTIFY THE AREA TO BE CLEANED

COST	RATE	QUANTITY	TOTAL
OPERATING	\$310/HR.	31	\$9,610.00
WATER	\$150/LOAD	2	\$300.00
DUMP	\$1.55/GAL.	13,334	\$20,667.70
FUEL SURCHARGE	9%	\$30,577.70	\$2,751.99
TOTAL			\$33,329.69

COST	RATE
OPERATING (ER/NIGHT(8:00 PM – 4:00 AM))	\$340/HR
OPERATING (HOLIDAYS)	\$360/HR
DUMP (CONTAMINATED)	\$1.55/GALLON
ADDITIONAL LABOR (3 RD MAN)	\$70/HR
TRAFFIC CONTROL	AS SPECIFIED
PERMITS	AS SPECIFIED
BACKFILL (WITH SQUEEGEE)	\$1,000/DAY
CORE DRILL / GENERATOR	\$600/DAY/UNIT
ON SITE SUPERVISOR	\$85/HR

- NO OTHER SERVICES BEYOND THOSE MENTIONED ABOVE ARE INCLUDED IN THIS PROPOSAL.
- ADDITIONAL STANDBY/SITE SPECIFIC TRAINING TIME REQUIRED BY CLA OR ITS CUSTOMER AND NOT INITIATED BY BADGER DAYLIGHTING WILL BE BILLED AT THE OPERATING RATE OF \$310/HR.
- OPERATING TIME IS FIGURED FROM PORTAL TO PORTAL, AND INCLUDES WATER FILLING, TRAVEL AND DEBRIS DUMPING.
- ADDITIONAL SCOPES OF WORK BEYOND WHAT IS MENTIONED ABOVE WILL BE BILLED AT THE OPERATING RATE OF \$310/HR., PLUS COINCIDING WATER, DUMP, FUEL SURCHARGE AND HOSE CHARGES.
- ALL EXCAVATING PERFORMED THAT REQUIRES REMOTE HOSES WILL BE CHARGED AT \$800/DAY FOR REMOTE HOSE USAGE
- IN THE INSTANCE THAT CONTAMINATED DEBRIS IS PRESENT, THE DISPOSAL RATE WILL INCREASE FROM \$240/LOAD TO \$1.55/GALLON.
- IN THE INSTANCE THAT GROUND FROST IS ENCOUNTERED, ADDITIONAL OPERATING TIME BEYOND WHAT IS REQUIRED TO EXCAVATE THAWED SOIL, WILL BE BILLED AT \$310/HR.
- PRICE IS ONLY VALID MONDAY-FRIDAY FOR WORK DONE FROM 4:00 AM – 8:00 PM. OPERATING TIME BEYOND THIS TIME WILL BE CHARGED AT THE HOURLY RATE OF \$340/HR.
- PRICE VALID UNLESS LARGE OBSTRUCTIONS, SANDSTONE/SHALE, BEDROCK, FLOW/FLASH FILL OR GROUND WATER ARE ENCOUNTERED DURING EXCAVATION. UNDER THESE CIRCUMSTANCES THE ADDITIONAL TIME WILL BE BILLED ACCORDINGLY.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED IN **30** DAYS.

GENERATED BY: TURNER PETERSON

BADGER DAYLIGHTING IS THE AREA'S LARGEST MOST PRODUCTIVE FLEET OF HYDRO-VAC UNITS AND WE STRIVE TO COMPLETE OUR JOBS SAFELY AND EFFICIENTLY. IF YOU HAVE ANY QUESTIONS OR NEED ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT US AT ANY TIME.

ACT UNDERGROUND, LLC 9501 EAST 104TH AVENUE, HENDERSON, CO 80640
PH. (303) 655-1475 * FAX (303) 659-5940 * EMAIL TPETERSON@ACTBADGER.COM



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 14th 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.

DRAWING LIST		
NO.	DRAWING NAME	Issued
SA Miro - Fitzsimons Village Water Quality		
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

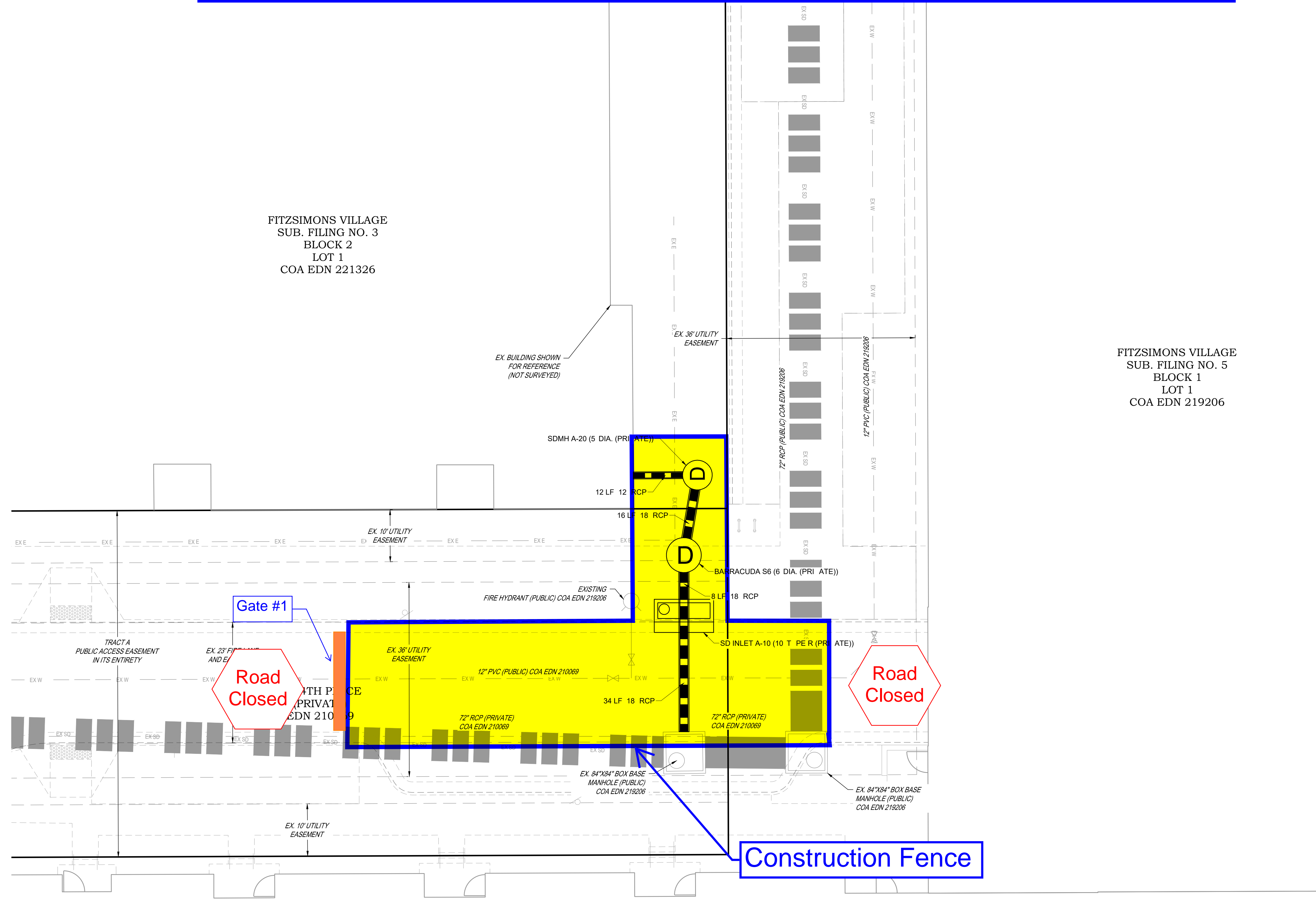
Baysavers Milestone Schedule

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

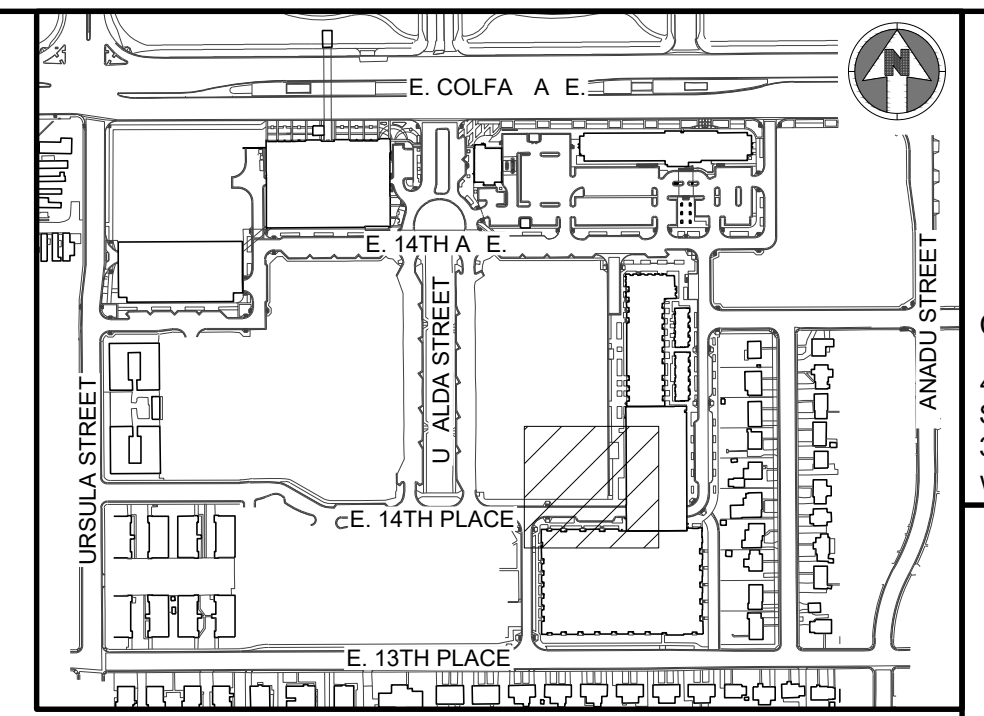
Fitzsimons Village Water Quality Site Logistics Plan

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

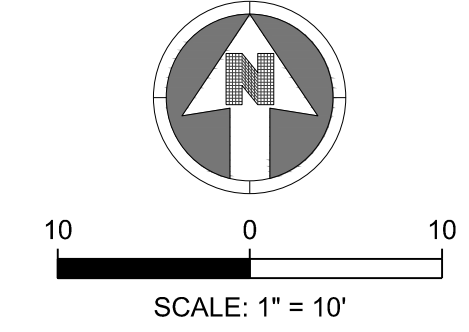
FITZSIMONS VILLAGE
SUB. FILING NO. 5
BLOCK 1
LOT 1
COA EDN 219206



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



E 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



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

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

PROJECT:	FITZSIMONS VILLAGE WATER QUALITY	
	FITZSIMONS VILLAGE SUBDIVISION	
DRAWING TITLE:	UTILITY PLAN	

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



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.

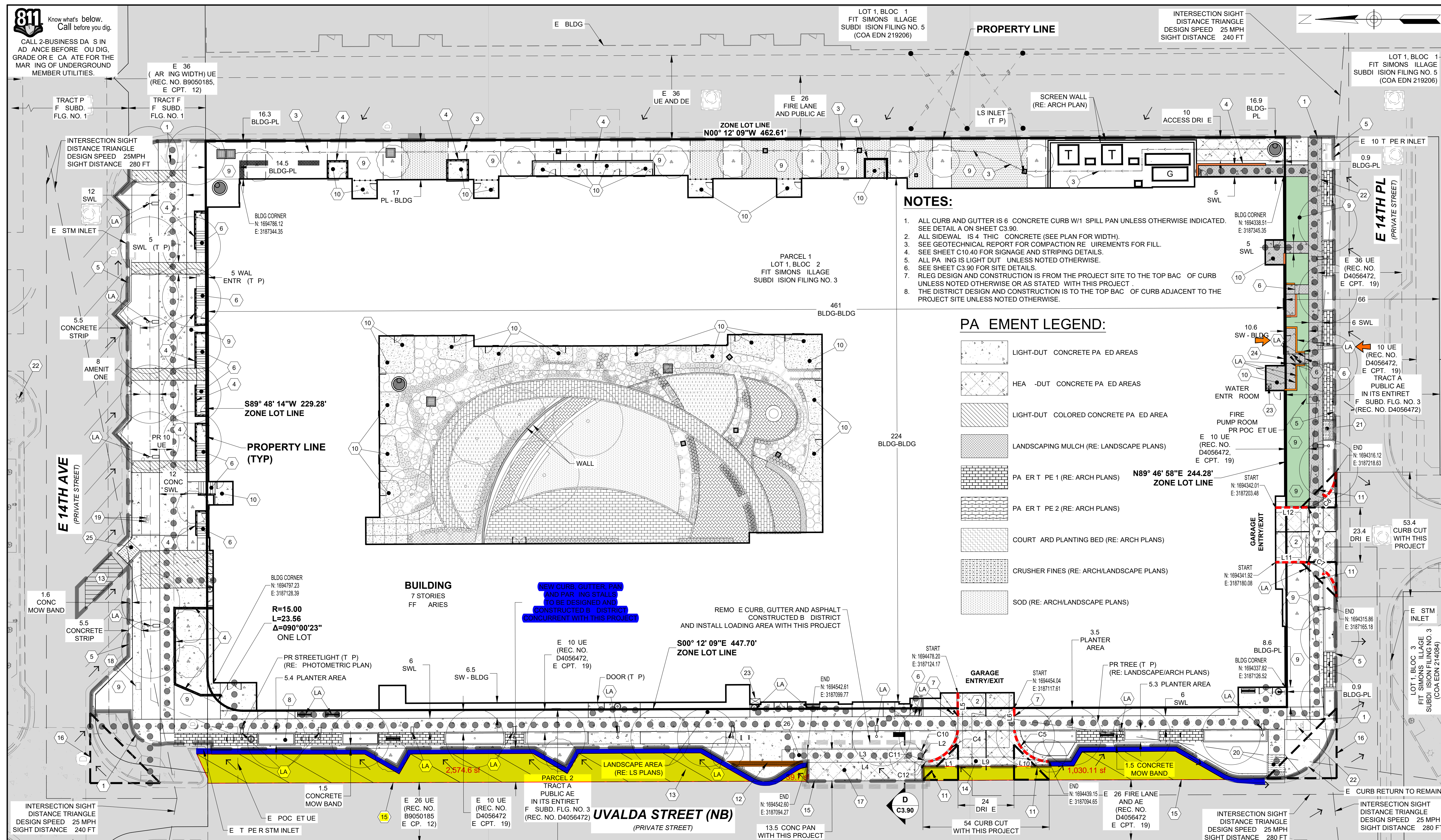
ROTH LANG ENGINEERING GROUP LLC
 7853 E. ARAPAHOE COURT, SUITE 2500
 CENTENNIAL, CO 80112
 PHONE: 303-941-5865

CONSTRUCTION DOCUMENTS
SITE, PAVING AND HORIZONTAL CONTROL PLAN
 FIT SIMONS VILLAGE SUBDIVISION FILING NO. 3, LOT 1, BLOC 2
 R CAP FIT SIMONS, LLC
 3401 TUTTLE ROAD, SUITE 350
 SHARER HEIGHTS, OHIO 44122

ISSUE DATE:	10/07/21
DATE REVISIONS:	
DESIGNED BY:	SR
DRAWN BY:	DRT
JOB NUMBER:	200904
HORIZONTAL SCALE: 1" = 20'	

PROFESSIONAL ENGINEER
 35704
 11/01/21
SHEET NUMBER: C3.10

4



- 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. RLEGS 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:

[Pattern]	LIGHT-DUTY CONCRETE PAVED AREAS
[Pattern]	HEAVY-DUTY CONCRETE PAVED AREAS
[Pattern]	LIGHT-DUTY COLORED CONCRETE PAVED AREA
[Pattern]	LANDSCAPING MULCH (RE: LANDSCAPE PLANS)
[Pattern]	PAVEMENT PE 1 (RE: ARCH PLANS)
[Pattern]	PAVEMENT PE 2 (RE: ARCH PLANS)
[Pattern]	COURT YARD PLANTING BED (RE: ARCH PLANS)
[Pattern]	CRUSHER FINES (RE: ARCH/LANDSCAPE PLANS)
[Pattern]	SOD (RE: ARCH/LANDSCAPE PLANS)

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 (T P)
- 6 STEPS (SEE ARCH AND GRADING PLANS)
- 7 CURB TRANSITION (SEE GRADING PLANS)
- 8 PLANTER BOX (T P) (RE: ARCH/LANDSCAPE PLANS)
- 9 PLANTER AREA (RE: ARCH/LANDSCAPE PLANS)
- 10 PRIVATE PATIO
- 11 15-FT CORNER SIGHT TRIANGLE
- 12 18" SIDEWALK CHASE (B DISTRICT - NOT PART OF THIS PROJECT - RE DETAIL B ON SHEET C3.90 FOR REFERENCE ONLY)
- 13 NEW STRIPING (B DISTRICT - NOT PART OF THIS PROJECT)
- 14 8" CROSS PAV (SEE DETAIL M, SHEET C4.12)
- 15 MATCH EXISTING ASPHALT (B DISTRICT - NOT PART OF THIS PROJECT)
- 16 30" CORNER VISIBILITY SIGHT TRIANGLE
- 17 LOADING ONE (RE: DETAIL D ON SHEET C3.90)
- 18 E IRRIGATION BACK FLOW PRE-ENTER TO REMAIN ADJUST TO GRADE IF NECESSARY
- 19 E FIBER OPTIC PEDESTALS TO REMAIN ADJUST TO FINAL GRADE IF NECESSARY
- 20 CURB RAMP TYPE 1A PER COA STD DETAIL S9.1
- 21 CURB RAMP TYPE 4 PER COA STD DETAIL S9.4
- 22 E FIRE HYDRANT
- 23 NO BORDER EXTERIOR DOOR
- 24 FDC CONNECTION
- 25 LOADING RAMP (NON-ADA)
- 26 SIDEWALK ACCESS
- 27 LA LICENSE AGREEMENT LOCATION

FLOWLINE LINE TABLE

LINE	LENGTH	DIRECTION
L1	14.57	N07 14 10 W
L2	1.35	S89 47 29 W
L3	47.45	S00 12 29 E
L4	49.45	N00 12 29 W
L5	16.17	N89 47 54 E
L6	7.97	S89 46 52 W
L9	20.00	S00 12 53 E

FLOWLINE CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C4	19.83	15.14	75.05	S46 27 10 E
C5	23.42	15.00	89.46	S45 16 05 W
C7	23.57	15.00	90.02	N44 48 19 E
C8	23.61	15.00	90.20	S45 18 03 E
C10	3.14	2.00	90.00	S45 00 00 W
C11	3.44	2.00	98.61	S40 29 19 W
C12	2.31	15.00	8.82	N4 24 27 W

Table 6 - Recommended Pavement Structural Sections

Traffic Type	Recommended Pavement Section		
	Composite AC / ABC (inches)	Full Depth AC (inches)	PCCP (inches)
Light Duty	5.0/6.0	6.5	5.0
Heavy Duty	6.0/8.0	8.0	7.0

LEGEND:

- Red dashed line: 6" RIGID CURB W/1 SPILL PAN (SEE DETAIL A ON SHEET C3.90)
- Red dashed line with dots: AREA OUTSIDE OF RLEGS CONSTRUCTION LIMITS (WORK TO BE DONE BY METRO DISTRICT ALL CURB AND GUTTER TO BE CONSTRUCTED BY METRO DISTRICT UNLESS OTHERWISE NOTED)
- Dotted line: PEDESTRIAN ACCESSIBILITY ROUTE

BENCHMARK:

CIT 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 COLFA AND N URSULA STREET. MON IS 31.7' W OF W FL OF URSULA STREET AND 21.2' S OF S FL OF E COLFA. ELEVATION: 5391.80 (NA 888)

PAVEMENT TABLE NOTES:

1. TABLE 6 IS FROM GEOTECHNICAL ENGINEERING REPORT B NIN O & 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 RDCS TABLE 5.01.2.03 AND GEOTECH REPORT.

File Name: S:\Projects\200904 - Fitzsimons RUCS\CADD\Sheet Specs\C3.10 - SITE PAVING AND HORIZONTAL CONTROL PLAN.dwg
 Printed by: Wes Christiansen Date: 10/26/2021 1:55 PM



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

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
INTERIM CLAIMS
MAY 2, 2023 - JUNE 6, 2023

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Payment Method</u>	<u>Amount</u>
5/16/2023	City of Aurora	A056547 APR23	Other	\$ 18.91
5/17/2023	Corporex Development and Construction Management	Pay App 13	Wire	914,345.79
6/2/2023	CliftonLarsonAllen LLP	3705607	BILL EFT	5,279.25
6/2/2023	Martinson Services	Multiple	BILL Check	1,454.60
6/2/2023	Roth Property Maintenance LLC	65203	BILL Check	2,243.14
6/2/2023	Spencer Fane	1181211	Vendor Direct Virtual Card	1,881.00
6/2/2023	Sustainable Landscapes Colorado LLC	12754	BILL EFT	868.37
6/2/2023	UNCC	223030540	BILL Check	11.61
6/2/2023	Xcel Energy	824589446	BILL Check	941.33
				\$ 927,044.00

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3
INTERIM CLAIMS
MAY 2, 2023 - JUNE 6, 2023

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Payment Method</u>	<u>Amount</u>
6/1/2023	Spencer Fane	Multiple	Vendor Direct Virtual Card	\$ 1,715.00
6/2/2023	CliftonLarsonAllen LLP	3705994	BILL EFT	3,152.50
6/2/2023	Martinson Services	Multiple	BILL Check	623.40
6/2/2023	Sustainable Landscapes Colorado LLC	12755	BILL EFT	756.98
				<u>\$ 6,247.88</u>

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: 12
 Application Date: 05/30/23
 Progress From: 05/01/23
 Progress To: 05/31/23
 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)..... \$ 5,379,552.04
 5. Less 5% retained..... \$ 228,706.50
 6. Total earned less retained amount..... \$ 5,150,845.54
 7. Total amount previously approved (total from column D less retainage) \$ 3,890,417.07
 8. Current Amount Due **\$ 1,260,428.47**
 9. Balance to Finish (includes Retainage)..... \$ 11,364,331.96

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

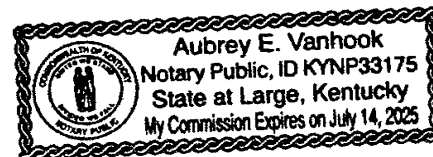
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

By: Thomas Banta Date: 6/5/23

Thomas Banta, Chief Real Estate Officer

State of: Kentucky
 County of: Kenton
 Subscribed and sworn to before me this 5 day of June, 2023.

Notary Public: Aubrey E. Vanhook
 My Commission expires: July 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: 12

APPLICATION DATE: 5/30/2023

PERIOD TO: 5/31/2023

ARCHITECTS' PROJECT NO:

OWNER

ITEM NO.	DESCRIPTION OF WORK	Original SCHEDULED VALUE	TOTAL PRIOR ADJUSTMENTS	ADJUSTMENTS THIS PERIOD	Current/REVISED SCHEDULE OF VALUES	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Building Construction											
	Concrete	9,425,446.00		-	9,425,446.00	2,718,678.24	935,876.84		3,654,555.08	39%	5,770,890.92	182,727.75
	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	67,410.40	69,380.00		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	97,733.00		95,500.00	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	327,949.00	77,963.62		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	88,859.47	17,557.69		106,417.16	18%	476,977.84	
	General Contractor's General Conditions	641,026.00		-	641,026.00	167,468.92	41,621.64		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	92,719.00	27,775.69		120,494.69	23%	401,244.31	
	Corporex Staffing & Fee (3%)	474,288.00		-	474,288.00	114,777.70	37,468.75		152,246.45	32.1%	322,041.55	0.00
2	Architectural & Engineering											
	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	6,667.10	5,051.00		11,718.10	9%	113,281.90	0.00
	Geotechnical		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	1,831.50			18,317.50	100%	0.00	0.00
		16,743,884.00	-	-	16,743,884.00	4,058,891.81	1,320,660.23	-	5,379,552.04	32.1%	11,364,331.96	228,706.50

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 \$1,260,428.47 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 05/31/2023 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: 6/5/23

Corporex Development & Construction Management, LLC
(Company Name)

By: Thomas Banta

Thomas Banta, Chief Real Estate Officer

STATE OF Kentucky

)SS:

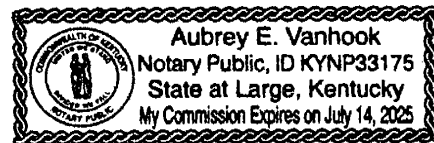
COUNTY OF Kenton

The foregoing instrument was acknowledged before me this 5 day of June, 2023 by

Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.

Aubrey E. Vanhook

Notary Public



Invoice Register

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

Batch Id	18377	30
Control	65252	
Invoice Number	MCCLONE_500_A PP 11	
Invoice Date	05/19/2023	
Due Date	06/18/2023	
Approved By		
Printed By	avanhook@corpore x.com	
Printed On	05/30/2023	

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
5/2023	889083.00	46793.84		Check	Invoice	JobCost	10010002

Notes:

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
mccclone0001.22-xl006-001	id001		935876.84	46793.84	03001000	57010000	Cost of Sales		

Workflow Approval									
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time			
JobCost	Scan & Code	Completed	kmqueen@corporex.com		05/19/2023	07:56:59			
JobCost	Project Manager	Completed	ssapp@corporex.com		05/19/2023	07:57:09			
JobCost	VP Construction	Completed	tbanta@corporex.com		05/22/2023	13:42:17			
JobCost	Managing Dir2	Started			05/26/2023	07:47:52			

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 Hillside Circle, Suite B
El Dorado Hills, CA 95762

APPLICATION NO: **11**

PERIOD TO: **5/31/2023**
 MCCLONE PROJECT NO: **1201**
 CLIENT PROJECT NO:
 DATE: **May 17, 23**

Distribution to:

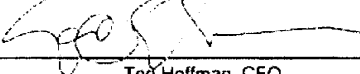
<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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: **5/17/2023**
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.....	\$ <u>9,057,000.00</u>
2 Net Change by Change Orders.....	\$ <u>0.00</u>
3 CONTRACT SUM TO DATE (line 1+2).....	\$ <u>9,057,000.00</u>
4 TOTAL COMPLETED & STORED TO DATE.....	\$ <u>3,654,555.08</u>
(Column G on G703)	
5 RETAINAGE:	
a. 0.05 of Completed Work	\$ <u>182,727.75</u>
(Column D+E on G703)	
b. 0.05 of Stored Material	\$ <u>0.00</u>
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$ <u>182,727.75</u>
6 TOTAL EARNED LESS RETAINAGE.....	\$ <u>3,471,827.33</u>
(Line 4 less Line 5 Total)	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ <u>2,582,744.33</u>
8 CURRENT PAYMENT DUE.....	\$ <u>889,083.00</u>
9 BALANCE TO FINISH, PLUS RETAINAGE.....	\$ <u>5,585,172.67</u>
(Line 3 less Line 6)	

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 MANAGEMENT SINCE 1973

Project Name: **Fitz 500 Garage**

Application No: 11
 Application Date: May 17, 23
 Period To: May 31, 23

DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED	%	BALANCE TO FINISH	RETAINAGE %
		PREVIOUS APPLICATION	STORED THIS PERIOD	COMPLETED THIS PERIOD				
PROJECT START-UP								
1 Design - Structural and Architectural Drawings	367,250.00	307,912.50	0.00	18,112.50	326,025.00	90%	36,225.00	16,301.25
2 Office / Tool Shed	76,984.50	20,785.82	0.00	6,928.60	27,714.42	36%	49,270.08	1,385.72
3 MCC Shop Drawings / Engineering	181,140.00	155,780.40	0.00	10,868.40	166,648.80	92%	14,491.20	8,332.44
4 Equipment / Tools	217,400.00	54,350.00	0.00	21,740.00	76,090.00	35%	141,310.00	3,804.50
5 Freight	151,251.90	33,275.42	0.00	15,125.19	48,400.61	32%	102,851.29	2,420.03
MATERIALS								
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	735,007.02	223,256.67	0.00	0.00	223,256.67	95%	11,750.35	11,162.83
10 Shoring / Restore	63,326.10	0.00	0.00	18,997.83	18,997.83	30%	44,328.27	949.89
FABRICATION								
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	57,848.00	0.00	7,231.00	65,079.00	90%	7,231.00	3,753.95
13 Walls	106,066.00	84,852.80	0.00	10,606.60	95,459.40	90%	10,606.60	4,772.97
14 Beams	250,076.00	200,060.80	0.00	25,007.60	225,068.40	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 / Restore	33,333.00	0.00	0.00	11,666.55	11,666.55	35%	21,666.45	583.33
FOUNDATION								
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	334,483.64	0.00	59,026.52	393,510.16	100%	0.00	19,675.51
19 Columns	197,888.03	138,521.67	0.00	59,366.41	197,888.03	100%	0.00	9,894.40
20 Walls	238,758.76	191,007.01	0.00	11,937.94	202,944.95	85%	35,813.81	10,147.25
21 Slab On Grade	386,265.93	0.00	0.00	366,952.63	366,952.63	95%	19,313.30	18,347.63
LEVEL 2								
22 Beam and Slab	602,179.65	0.00	0.00	270,980.84	270,980.84	45%	331,198.81	13,549.04
23 Columns	71,094.10	0.00	0.00	21,328.23	21,328.23	30%	49,765.87	1,066.41
24 Walls	165,810.53	0.00	0.00	0.00	0.00	0%	165,810.53	0.00
LEVEL 3								
25 Beam and Slab	582,462.66	0.00	0.00	0.00	0.00	0%	582,462.66	0.00
26 Columns	67,651.15	0.00	0.00	0.00	0.00	0%	67,651.15	0.00
27 Walls	158,169.93	0.00	0.00	0.00	0.00	0%	158,169.93	0.00
LEVEL 4								
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
LEVEL 5								
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
LEVEL 6								
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
LEVEL 7								
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
LEVEL 8								
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
SUBCONTRACT CHANGE ORDERS								
43 CC 1	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
TOTAL	\$9,057,000.00	\$2,718,678.24	\$0.00	\$935,876.84	\$3,654,555.08	40%	5,402,444.92	182,727.75

Invoice Register

Payee
 Turner Construction
 Company
 1401 Zuni St, Suite 301,
 Denver, CO 80204
 Phone: 3037539600

Batch Id	18370
Control	65223
Invoice Number	FitzGarage App8
Invoice Date	05/18/2023
Due Date	06/17/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	05/30/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
5/2023	329498.22	12765.42		Check	Invoice	JobCost	10010002

Notes:

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
turner0001	22-xi006-001	id001	17557.69	0.00	01001000	57010000	Cost of Sales		Project requirements
turner0001	22-xi006-001	id001	12465.00	623.25	21001000	57010000	Cost of Sales		fire suppression
turner0001	22-xi006-001	id001	69380.00	3469.00	22001000	57010000	Cost of Sales		plumbing fixtures
turner0001	22-xi006-001	id001	95500.00	4775.00	26001000	57010000	Cost of Sales		electrical
turner0001	22-xi006-001	id001	77963.62	3898.17	31001000	57010000	Cost of Sales		erosion control/gen earthwork
turner0001	22-xi006-001	id001	41621.64	0.00	01001000	57010000	Cost of Sales		General Cond/Preconstruction
turner0001	22-xi006-001	id001	27775.69	0.00	50503500	57010000	Cost of Sales		Fee

Workflow Approval							
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time	
JobCost	Scan & Code	Completed	kmcqueen@corporex.com		05/18/2023	11:31:21	
JobCost	Project Manager	Completed	ssapp@corporex.com		05/18/2023	11:32:22	
JobCost	VP Construction	Completed	tbanta@corporex.com		05/22/2023	13:41:38	
JobCost	Managing Dir2	Started			05/26/2023	07:47:31	

Turner

1401 Zuni St. Suite 301
Denver CO 80204

May 17, 2023

Project Name: Corporex - Fitzsimons 500 Parking Garage
TCCO Project Number: 220552

APPLICATION # : 8

Enclosed is our application for payment number 8 in the amount of \$ 329,498.22 for work completed in conjunction with the above referenced project for the period 5/31/2023

Please remit ACH payment to the following:

Bank Name: **BMO Harris**
Account: **Turner Construction Company**
Account No.: **4233854**
ABA No.: **071000288**
Reference: **220552**

If an electronic transfer is not possible, please send a check to the following address:

Turner Construction
1401 Zuni Street Suite 301
Denver, CO 80204

Should you have any questions regarding this billing, please do not hesitate to contact me.

Very truly yours,

FRAUD PREVENTION NOTICE: Turner will never inform you of changes to payment instructions through email. Payment details will only be changed when initiated by an executed change order, approval letter or a bi-lateral agreement/document sent by regular mail executed by the individuals who signed the contract. Additionally please follow up with a phone call to the General Manager of Turner prior to making any change.

Application and Certificate for Payment

TO (OWNER): Corporex, LLC 100 East Rivercenter Boulevard Covington KY 41001	Project: Corporex - Fitzsimons 500 Parking G 13500 E Colfax Avenue Aurora CO 80011	APPLICATION NO: 8 (Pymt ref: 91216120)
FROM (CONTRACTOR): Turner Construction Company 1401 Zuni St., Ste 301 Denver CO 80204	VIA (CM/Owner's Rep.):	APPLICATION DATE: 05/17/2023
CONTRACT FOR: Corporex, LLC	VIA (ARCHITECT):	PERIOD TO: 05/31/2023
INV DESCRIPTION:		PROJECT NO: 220552
		CONTRACT DATE:
		OWNERS REFERENCE NO:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM TO DATE	\$	6,630,187.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	6,630,187.00
4. TOTAL COMPLETED & STORED TO DATE (Column J on Continuation Sheet)	\$	1,489,234.41
5. RETAINAGE:		
a. 3.034 % of Completed Work \$ (Column G+H on Continuation Sheet)	45,178.94	
b. 0.000 % of Stored Material \$ (Column I on Continuation Sheet)	0.00	
Total Retainage	\$	45,178.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,444,055.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,114,557.25
8. APPLICABLE TAXES OUTSIDE OF CONTRACT CURRENT APPLICATION	\$	0.00
9. CURRENT PAYMENT DUE	\$	329,498.22
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	5,186,131.53

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 performed or completed in accordance with the Contract Documents, that the Contractor has paid or will pay subcontractors amounts due in accordance with the subcontract terms and conditions for Work for which previous Applications for Payment were issued and payments received from the Owner and that the current payment shown herein is now due.

CONTRACTOR: Turner Construction Co.

By: Brandon Valdez Date: 5/17/2023
Name: Brandon Valdez Title: Project Executive

State of: Colorado County of: Denver
Subscribed and sworn before me this 17th day of May 2023

Notary Public: [Signature] Expires: 11/3/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of 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 \$ 329,498.22

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges approved in		
Previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
Totals	0.00	0.00
NET CHANGES by Change Order		0.00

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.

KYLE RUBIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043279
MY COMMISSION EXPIRES NOV 3, 2025

CONTINUATION SHEET												Page 2 of 4	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						APPLICATION NO: 8 (Pymt ref: 91216120)							
Use Column L on Contracts where variable retainage for line items may apply.						APPLICATION DATE: 05/17/2023							
						PERIOD TO: 05/31/2023							
						ARCHITECT'S PROJECT NO:							
A	B	C	D	E	F	G	H	I	J	K	L		
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	TOTAL %		BALANCE TO FINISH (F-J)	RETAINAGE	
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H+I)	(J/F)			
1	Tools & Supplies	13,860.00	0.00	0.00	13,860.00	400.89	417.87	0.00	818.76	5.91	13,041.24	0.00	
2	Temp Roads	68,000.00	0.00	0.00	68,000.00	0.00	0.00	0.00	0.00	0.00	68,000.00	0.00	
3	Street Closure	24,500.00	0.00	0.00	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00	0.00	
4	Site Logistics	309,600.00	0.00	0.00	309,600.00	1,260.00	14,526.00	0.00	15,786.00	5.10	293,814.00	0.00	
5	Temp Stair Towers	58,050.00	0.00	0.00	58,050.00	0.00	0.00	0.00	0.00	0.00	58,050.00	0.00	
6	Temp Power	31,000.00	0.00	0.00	31,000.00	293.05	0.00	0.00	293.05	0.95	30,706.95	0.00	
8	Temp Water	10,500.00	0.00	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00	10,500.00	0.00	
9	Rubbish Removal	16,332.00	0.00	0.00	16,332.00	350.00	350.00	0.00	700.00	4.29	15,632.00	0.00	
10	Erosion Control	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	
11	Final Cleaning	55,273.00	0.00	0.00	55,273.00	0.00	0.00	0.00	0.00	0.00	55,273.00	0.00	
12	Protection & Safety	8,000.00	0.00	0.00	8,000.00	1,929.25	831.56	0.00	2,760.81	34.51	5,239.19	0.00	
13	Barricados/Temp Fence	33,000.00	0.00	0.00	33,000.00	1,093.28	1,432.26	0.00	2,525.54	7.65	30,474.46	0.00	
16	Permits	4,500.00	0.00	0.00	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00	
21	Survey	14,000.00	0.00	0.00	14,000.00	3,210.00	0.00	0.00	3,210.00	22.93	10,790.00	0.00	
	General Requirements	656,615.00	0.00	0.00	656,615.00	13,036.47	17,557.69	0.00	30,594.16	4.66	626,020.84	0.00	
23	Concrete Supplementation	81,215.00	0.00	(10,853.00)	70,362.00	0.00	0.00	0.00	0.00	0.00	70,362.00	0.00	
24	Unit Masonry	144,284.00	0.00	0.00	144,284.00	0.00	0.00	0.00	0.00	0.00	144,284.00	0.00	
25	Structural Steel	798,258.00	0.00	0.00	798,258.00	0.00	0.00	0.00	0.00	0.00	798,258.00	0.00	
28	Rough Carpentry	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	
29	Waterproofing/Damproofing	20,732.00	0.00	0.00	20,732.00	19,252.00	0.00	0.00	19,252.00	92.86	1,480.00	962.60	
30	Traffic Coating	10,705.00	0.00	0.00	10,705.00	0.00	0.00	0.00	0.00	0.00	10,705.00	0.00	
31	PVC Roofing	32,523.00	0.00	0.00	32,523.00	0.00	0.00	0.00	0.00	0.00	32,523.00	0.00	
32	Expansion Joints	99,767.00	0.00	0.00	99,767.00	0.00	0.00	0.00	0.00	0.00	99,767.00	0.00	
33	Firestopping	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	
34	Doors, Frames and Hardware - Install	2,580.00	0.00	0.00	2,580.00	0.00	0.00	0.00	0.00	0.00	2,580.00	0.00	
36	Doors, Frames and Hardware - Supply	9,669.00	0.00	0.00	9,669.00	0.00	0.00	0.00	0.00	0.00	9,669.00	0.00	
37	Glazing	27,528.00	0.00	0.00	27,528.00	0.00	0.00	0.00	0.00	0.00	27,528.00	0.00	
	PAGE TOTAL	1,893,876.00	0.00	(10,853.00)	1,883,023.00	32,288.47	17,557.69	0.00	49,846.16	2.65	1,833,176.84	962.60	

CONTINUATION SHEET												Page 3 of 4	
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.							APPLICATION NO: 8 (Pymt ref. 91216120)						
Use Column L on Contracts where variable retainage for line items may apply.							APPLICATION DATE: 05/17/2023						
							PERIOD TO: 05/31/2023						
							ARCHITECT'S PROJECT NO:						
A	B	C	D	E	F	G	H	I	J	K	L		
ITEM NO	DESCRIPTION	SCHEDULED VALUE	ADDS/ DEDUCTS	BUDGET TRANSFERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% (J/I)	BALANCE TO FINISH (F-J)	RETAINAGE	
						PREVIOUS APPLICATION	THIS PERIOD						
38	Elevator Flooring	3,200.00	0.00	0.00	3,200.00	0.00	0.00	0.00	0.00	0.00	3,200.00	0.00	
39	Painting and Coating	147,000.00	0.00	0.00	147,000.00	0.00	0.00	0.00	0.00	0.00	147,000.00	0.00	
40	Striping Painting	28,742.00	0.00	0.00	28,742.00	0.00	0.00	0.00	0.00	0.00	28,742.00	0.00	
41	Signage	49,004.00	0.00	0.00	49,004.00	0.00	0.00	0.00	0.00	0.00	49,004.00	0.00	
42	Fire Extinguisher Cabinets	35,375.00	0.00	0.00	35,375.00	0.00	0.00	0.00	0.00	0.00	35,375.00	0.00	
43	Bike Racks	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	
44	Parking Control Equipment	60,000.00	0.00	0.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00	0.00	
45	Conveying Equipment	205,247.00	0.00	10,853.00	216,100.00	112,995.00	0.00	0.00	112,995.00	52.29	103,105.00	5,649.75	
46	Fire Suppression	54,880.00	0.00	0.00	54,880.00	0.00	12,465.00	0.00	12,465.00	22.71	42,415.00	623.25	
47	Plumbing & HVAC	346,655.00	0.00	0.00	346,655.00	79,388.00	69,380.00	0.00	148,768.00	42.92	197,887.00	7,438.40	
48	Electrical	1,017,460.00	0.00	0.00	1,017,460.00	97,500.00	95,500.00	0.00	193,000.00	18.97	824,460.00	8,875.00	
49	Earthwork	722,785.00	14,760.00	0.00	737,545.00	354,635.38	77,963.62	0.00	432,599.00	58.65	304,946.00	21,629.95	
50	Site Concrete	245,759.00	0.00	0.00	245,759.00	0.00	0.00	0.00	0.00	0.00	245,759.00	0.00	
51	Asphalt Paving	3,600.00	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	3,600.00	0.00	
52	Landscaping	46,434.00	0.00	0.00	46,434.00	0.00	0.00	0.00	0.00	0.00	46,434.00	0.00	
	Direct Work	4,213,402.00	14,760.00	0.00	4,228,162.00	663,770.38	255,308.62	0.00	919,079.00	21.74	3,309,083.00	45,178.95	
53	Contingency	428,743.00	(15,680.05)	0.00	413,062.95	0.00	0.00	0.00	0.00	0.00	413,062.95	0.00	
	Contingency	428,743.00	(15,680.05)	0.00	413,062.95	0.00	0.00	0.00	0.00	0.00	413,062.95	0.00	
54	General Conditions	585,503.00	0.00	0.00	585,503.00	167,086.56	41,621.64	0.00	208,708.20	35.65	376,794.80	0.00	
	General Conditions	585,503.00	0.00	0.00	585,503.00	167,086.56	41,621.64	0.00	208,708.20	35.65	376,794.80	0.00	
55	Preconstruction	75,523.00	0.00	0.00	75,523.00	75,523.00	0.00	0.00	75,523.00	100.00	0.00	0.00	
	Preconstruction	75,523.00	0.00	0.00	75,523.00	75,523.00	0.00	0.00	75,523.00	100.00	0.00	0.00	
56	GL	66,307.00	154.31	0.00	66,461.31	66,461.31	0.00	0.00	66,461.31	100.00	0.00	0.00	
59	Subguard	68,146.00	228.05	0.00	68,374.05	68,374.05	0.00	0.00	68,374.05	100.00	0.00	0.00	
	Insurance	134,453.00	382.36	0.00	134,835.36	134,835.36	0.00	0.00	134,835.36	100.00	0.00	0.00	
61	Fee	535,948.00	537.69	0.00	536,485.69	92,719.00	27,775.69	0.00	120,494.69	22.46	415,991.00	(0.01)	
	Fee	535,948.00	537.69	0.00	536,485.69	92,719.00	27,775.69	0.00	120,494.69	22.46	415,991.00	(0.01)	
	PAGE TOTAL	4,736,311.00	0.00	10,853.00	4,747,164.00	1,114,682.30	324,705.95	0.00	1,439,388.25	22.46	3,307,775.75	44,216.34	

CONTINUATION SHEET Page 4 of 4

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 8 (Pymt ref: 91216120)
 APPLICATION DATE: 05/17/2023
 PERIOD TO: 05/31/2023
 ARCHITECT'S PROJECT NO:

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

A ITEM NO	B DESCRIPTION	C SCHEDULED VALUE	D ADDS/ DEDUCTS	E BUDGET TRANSFERS	F REVISED SCHEDULED VALUE	G H WORK COMPLETED		I MATERIALS PRESENTLY STORED(NOT IN 'G' OR 'H')	J TOTAL % COMPLETED (J/F)		K BALANCE TO FINISH (F-J)	L RETAINAGE
						PREVIOUS APPLICATION	THIS PERIOD		COMPLETED AND STORED TO DATE (G+H+I)	%		
	Construction	6,630,187.00	0.00	0.00	6,630,187.00	1,146,970.77	342,263.64	0.00	1,489,234.41	22.46	5,140,952.59	45,178.94
TOTAL CONTRACT		6,630,187.00	0.00	0.00	6,630,187.00	1,146,970.77	342,263.64	0.00	1,489,234.41	22.46	5,140,952.59	45,178.94
APPLICABLE TAXES OUTSIDE OF CONTRACT						0.00	0.00		0.00			

WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage
13500 E Colfax Avenue
Aurora, CO 80011

OWNER: Corporex, LLC
100 East Rivercenter Blvd
Covington, KY 41001

TCCo Job Number: 220552

WHEREAS THE UNDERSIGNED Contractor, Subcontractor, Supplier, Architect or Engineer, or _____
has provided labor, services, materials or equipment, for the above project, under agreement with:

Corporex, LLC

in its capacity as Owner or Owner's agent, Contractor, Subcontractor, Architect or Engineer

Section A: (check and initial only one of the following)

Initial
BV

PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: three hundred twenty nine thousand four hundred ninety eight and 22/100 dollars
covering the following Partial Payment Request(s) or Invoices(s): (attach additional pages if necessary)

DATE:	PAY REQUEST or INVOICE NUMBER	AMOUNT
5/17/2023	8	\$329,498.22

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: May 31, 2023

Initial **FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT** for all labor, services, materials or
equipment provided in the amount of: _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against
the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent
of payment received, as indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial
BV

CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked
"paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay
request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$937,496.77
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial **UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT** in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

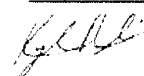
THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

State of: Colorado)
County of: Denver)ss

COMPANY NAME: Turner Construction

Subscribed and sworn to before me this
17th day of May 2023

ADDRESS: 1401 Zuni St Suite 301
Denver, CO 80204

NOTARY PUBLIC:
SIGNED: 
My Commission Expires: 11/3/2025

SIGNED: Brandon Valdez
TITLE: Project Executive

KYLE RUBIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214043279
MY COMMISSION EXPIRES NOV 3, 2025

AIA Item No.	AIA Description	Description	Employee Name	AP Inv Ref	Week Ending Date	Billed Quantity	Condition rate	Gross Value
1	Tools & Supplies	MATERIAL DIRECT		B F RADER	4/14/2023			135.33
1	Tools & Supplies	MATERIAL DIRECT		B F RADER	4/14/2023			151.31
1	Tools & Supplies	MATERIAL DIRECT		B F RADER	4/14/2023			59.56
1	Tools & Supplies	MATERIAL DIRECT		B F RADER	4/14/2023			71.87
4	Site Logistics	LABOR TRADE REGULAR 1.0	Luna Moreno, Raul		3/26/2023	8.000	72.00	576.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Castaneda, Anthony M.		5/17/2023	5.000	72.00	360.00
4	Site Logistics	LABOR TRADE REGULAR 5 PREMIUM	Castaneda, Anthony M.		5/14/2023	5.000	36.00	180.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Castaneda, Anthony M.		5/14/2023	40.000	72.00	2,880.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Castaneda, Anthony M.		5/10/2023	8.000	72.00	576.00
4	Site Logistics	LABOR TRADE REGULAR 5 PREMIUM	Castaneda, Anthony M.		5/7/2023	8.000	36.00	288.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Castaneda, Anthony M.		5/7/2023	40.000	72.00	2,880.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Melendez-Rodriguez, Javier		4/26/2023	7.000	72.00	504.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Castaneda, Anthony M.		4/30/2023	20.000	72.00	1,440.00
4	Site Logistics	LABOR TRADE REGULAR 5 PREMIUM	Castaneda, Anthony M.		4/30/2023	14.500	36.00	522.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Castaneda, Anthony M.		5/3/2023	14.500	72.00	1,044.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Stanton, Daniel T.		4/23/2023	2.000	72.00	144.00
4	Site Logistics	LABOR TRADE REGULAR 1.0	Melendez-Rodriguez, Javier		4/23/2023	40.000	72.00	2,880.00
4	Site Logistics	LABOR TRADE REGULAR 5 PREMIUM	Melendez-Rodriguez, Javier		4/23/2023	7.000	36.00	252.00
9	Rubbish Removal	MATERIAL DIRECT	Hillen Hauling, LLC	75072	4/30/2023			350.00
12	Protection & Safety	MATERIAL DIRECT	United Supply & Sales Co	243395	4/13/2023			737.10
12	Protection & Safety	MATERIAL DIRECT	AEC Communitie Store LLC	TCCO-2000043240	4/3/2023			94.46
13	Barricades/Temp Fence	MATERIAL DIRECT	United Site Services of Colora	INV-01630251	4/24/2023			1,432.26
46	Fire Suppression	SUBCONTRACT DIRECT	APi Group Life Safety USA LLC	06-4700175206	5/31/2023			12,465.00
47	Plumbing & HVAC	SUBCONTRACT DIRECT	Design Mechanical, Inc.	06-4700174784	5/31/2023			69,380.00
48	Electrical	SUBCONTRACT DIRECT	Tower Electric, Inc.	06-4700175508	5/31/2023			95,500.00
49	Earthwork	SUBCONTRACT DIRECT	RME Ltd., LLC dba Elite Surfac	06-4700174945	5/31/2023			77,963.62
54	General Conditions	General Conditions	Monthly Equal Installment		4/23/2023			41,621.64
61	Fee							27,775.69
								342,263.64

DocuSign Envelope ID: 16892DFC-1169-4188-83BA-12709C339F7C

Doc Type: PO (Purchase Order) - Serial Number			
Doc. Control:	67711a	Company Code:	001
Doc. Date:	04/14/2024	Posting Date:	04/17/2024
Calculate Tax:		Period:	14
Doc. Category:	P 1 0000		
Doc. Category:	001		
Doc. Bus. Unit:	070144		

Line	Description	Account	QTY	Unit	Account	Account short text	QTY	Unit	Account	Account short text
001	EMERGENCY RESPONSE	MISCELLANEOUS EXPE	10.00	001	520001	Materials	10.00	001		
002	EMERGENCY RESPONSE	MISCELLANEOUS EXPE	10.00	001	520002	Materials	10.00	001		
003	EMERGENCY - SAFETY MARKS	MISCELLANEOUS EXPE	11.67	001	520001	Materials	11.67	001		
004	EMERGENCY - SAFETY MARKS	MISCELLANEOUS EXPE	04.33	001	520002	Materials	04.33	001		
			46.00	001						



Details for Order #113-6413974-2247444

Order Placed: April 3, 2023
PO number : 220552
Amazon.com order number: 113-6413974-2247444
Order Total: \$71.67

Not Yet Shipped	
Items Ordered	Price
1 of: <i>KleenGuard V30 Nemesis Safety Glasses (25685), Indoor / Outdoor Lens with Black Frame, 12 Pairs / Case</i>	\$53.95
Sold by: Your Austin Store (seller profile) Product question? (Ask Seller)	
Business Price	
Condition: New	
Shipping Address:	
Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	
Shipping Speed:	
One-Day Shipping	

Not Yet Shipped	
Items Ordered	Price
1 of: <i>BISON LIFE Safety Glasses, One Size, Clear Protective Polycarbonate Lens, 12 per Box (1 box)</i>	\$14.77
Sold by: BISON LIFE (seller profile)	
Business Price	
Condition: New	
Shipping Address:	
Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	
Shipping Speed:	
One-Day Shipping	
Item(s) Subtotal: \$14.77	
Shipping & Handling: \$0.00	

Total before tax: \$14.77	
Sales Tax: \$0.58	

Total for This Shipment: \$15.35	

Payment information	
Payment Method:	Item(s) Subtotal: \$68.72
Visa Last digits: 0915	Shipping & Handling: \$0.00

Billing address	Total before tax: \$68.72
Brennen Rader	Estimated Tax: \$2.68
6845 SAPPHIRE POINTE BLVD	-----
CASTLE ROCK, CO 80108-7705	Grand Total: \$71.67
United States	-----



Details for Order #113-8067878-2843427

Order Placed: April 3, 2023
PO number : 220552
Amazon.com order number: 113-8067878-2843427
Order Total: \$135.33

Not Yet Shipped	
Items Ordered 1 of: <i>Lightning X Small First Responder EMT EMS Trauma Bag Stocked First Aid Fill Kit B (Red)</i> Sold by: Lightning X Products, Inc (seller profile) Condition: New	Price \$129.99
Shipping Address: Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	
Shipping Speed: Standard Shipping	

Payment information	
Payment Method: Visa Last digits: 0915	Item(s) Subtotal: \$129.99 Shipping & Handling: \$0.00 -----
Billing address Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	Total before tax: \$129.99 Estimated Tax: \$5.07 -----
Grand Total: \$135.33	

To view the status of your order, return to [Order Summary](#) .



Details for Order #113-4120099-9733006

Order Placed: April 3, 2023
PO number : 220552
Amazon.com order number: 113-4120099-9733006
Order Total: \$151.31

Not Yet Shipped	
Items Ordered 1 of: <i>Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet Wall Mountable</i> Sold by: Amazon (seller profile) Business Price Condition: New	Price \$139.98
Shipping Address: Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	
Shipping Speed: Two-Day Shipping	
Payment information	
Payment Method: Visa Last digits: 0915	Item(s) Subtotal: \$139.98 Shipping & Handling: \$0.00
Billing address Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	----- Total before tax: \$139.98 Estimated Tax: \$11.06 ----- Grand Total: \$151.31

To view the status of your order, return to [Order Summary](#) .



Details for Order #113-1840236-9032205

Order Placed: April 3, 2023
PO number : 220552
Amazon.com order number: 113-1840236-9032205
Order Total: \$59.56

Not Yet Shipped	
Items Ordered 1 of: <i>KleenGuard V30 Nemesis Safety Glasses (14481), Blue Mirror Lenses with Black Frame. 12 Pairs per Case</i> Sold by: Amazon.com Condition: New	Price \$54.95
Shipping Address: Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	
Shipping Speed: FREE Prime Delivery	
Payment information	
Payment Method: Visa Last digits: 0915	Item(s) Subtotal: \$54.95 Shipping & Handling: \$0.00 -----
Billing address Brennen Rader 6845 SAPPHIRE POINTE BLVD CASTLE ROCK, CO 80108-7705 United States	Total before tax: \$54.95 Estimated Tax: \$4.34 ----- Grand Total: \$59.56

To view the status of your order, return to [Order Summary](#) .



HILLEN ROLL OFF
 7600 DAHLIA ST.
 COMMERCE CITY, CO 80022
 303-287-2664

220552
 10106463
 5700019944

Invoice

Date	Invoice #
04/30/2023	75072
Invoice Total	
350.00	

<i>Bill To:</i>
TURNER 1401 ZUNI DENVER CO 80204

<i>Service Address:</i>
TURNER 13500 E COLFAX ST AURORA CO 80045

Account No. 01-3473 5
 Due Date 05/30/2023

For proper credit please return this portion

DATE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL	
04/27/23	WORK ORDER#: 74820 30YD TRASH DRT	1.00		350.00	
04/27/23	30YD TRASH TN DUMP FEE TKT# 2051837	4.43			
			Total Invoice:	350.00	
BEGINNING 01/31/23 ALL PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE					
AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Account Balance
AMOUNT	350.00	0.00	0.00	0.00	350.00
HILLEN ROLL OFF					
Account No.: 01-3473 5		Due Date: 05/30/2023		Invoice #: 75072	
Billing Name: TURNER					

United Supply
555 S. Jason St.
Denver CO 80223

PHONE: (303) 778-8041

CUST NO: 101076 JOB NO: 175 PURCHASE ORDER: 220552 REFERENCE: V# 10037727 TERMS: NET 30 DAYS CLERK: LAD DATE / TIME: 4/13/23 11:54

DUE DATE: 5/13/23 TERMINAL: 564 ORDER: 770842

SOLD TO:
 TURNER CONSTRUCTION
 1401 ZUNI STREET
 STE 301
 DENVER CO 80204

SHIP TO:
 (175) FITZ 500
 TOM 303.910.9692
 13500 EAST COLFAX AVE
 AURORA CO 80045

SALESPERSON: CV CHRIS VAN HEUKELEM
 TAX: AAR AURORA - ARAPAHOE 8.0

INVOICE: 243395

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	5	5	EA	LUM34-CDX	3/4X4X8 CDX PLYWOOD (23/32)		5	44.04 /EA	220.20
2	60	60	EA	LUM248	2X4 8' HEM FIR LUMBER		60	4.61 /EA	276.60
3	16	16	C	PRP3STGDBK	3"X9 PGP EXT SCREW GOLD 1543BX		16	6.95 /C	111.20
4	50	50	C	PRCS158	1 5/8" COARSE DRYWALL		50	1.49 /C	74.50

TAXABLE 682.50
 NON-TAXABLE 0.00
 SUBTOTAL 682.50

** AMOUNT CHARGED TO STORE ACCOUNT ** 737.10

AURORA 3.750% 25.59
 ARAPAHOE COUNTY 0.25 1.71
 COLORADO & RTD 4.000 27.30

TAX AMOUNT 54.60

TOTAL 737.10

TOT WT: 800.00

X _____
 Received By

Turner Online Store

Vendor Number: 10001974
 Remit Payment to: AEC CommunitE-Store, LLC
 101 Brilliant Avenue, Suite 200
 Pittsburgh, PA 15215

Invoice # TCCo-2000043240
 Order # TUR000043557
 Order Date: Apr 3, 2023

Sold to:

Brennen Rader
 Turner Construction
 1401 ZUNI ST APT 301
 DENVER, Colorado, 80204-2304
 United States
 T: 303-817-0308

Ship to:

Brennen Rader
 6845 SAPPHERE POINTE BLVD
 CASTLE ROCK, Colorado, 80108-7705
 United States
 T: 303-817-0308

Payment Method:

Business Account Unit: Denver (300392)
 Job/Dept Name: Fitz 500 Parking Garage
 Job/Debt Number: **220552**
 Special Billing Instruction:

Shipping Method:

Federal Express - Ground

 (Total Shipping Charges \$12.67)

Products	SKU	Price	Qty	Tax	Subtotal
Custom-Project Name Hard Hat	B122C	\$75.00	1	\$0.00	\$75.00

Stickers - 250

Additional Information (Name of Project

- example: Kingston Center)

Fitz 500 Parking Garage

Additional Information (Number Sequence

- example: 1-250)

001 - 250

Select sticker size (250 stickers/roll)

2.0" diameter

Subtotal: \$75.00
Shipping & Handling: \$12.67
Grand Total: \$87.67



INVOICE

United Site Services of Colorado, Inc.

220552
10020452
5700019943

Customer Number: ACT-00003489
Customer Name: TURNER CONSTRUCTION COMPANY DENVER
PO Number:
Order No: O-651232
Job Number: Fitzsimmons 500
Invoice No: INV-01630251
Invoice Date: 2023-04-24
Terms: Due Upon Receipt

Bill To:
TURNER CONSTRUCTION COMPANY DENVER
Accts Payables
1401 Zuni Street
DENVER CO. 80012

Ship: TURNER CONSTRUCTION COMPANY DENVER
To: Tom Paulson
13500 E. Colfax
AURORA CO. 80045

Site Name: Fitzsimons Village Parking Garage

Item	Unit Qty	Unit Price	Duration	Recurring Amount	One-Time Charges	Total Charges	Taxable
Std Rest	3	\$10.00	04/11/23-04/13/23	\$3.21	\$0.00	\$3.21	Y
Std Rest	1	\$10.00	04/11/23-04/23/23	\$-4.64	\$0.00	\$-4.64	Y
1 Svc 1 Day Wk	1	\$79.10	04/11/23-04/23/23	\$-36.73	\$0.00	\$-36.73	N
1 Svc 1 Day Wk	3	\$79.10	04/11/23-04/12/23	\$16.95	\$0.00	\$16.95	N
1 Svc 2 Days Wk	3	\$229.09	04/13/23-04/13/23	\$24.55	\$0.00	\$24.55	N
Std Rest	4	\$10.00	04/14/23-04/23/23	\$14.29	\$0.00	\$14.29	Y
1 Svc 2 Days Wk	4	\$229.09	04/14/23-04/23/23	\$327.27	\$0.00	\$327.27	N
Std Rest	4	\$10.00	04/24/23-05/21/23	\$40.00	\$0.00	\$40.00	Y
1 Svc 2 Days Wk	4	\$229.09	04/24/23-05/21/23	\$916.36	\$0.00	\$916.36	N
Std Rest Subtotal						\$1,301.26	
Subtotal Excluding Tax						\$1,301.26	
Tax						\$1.99	
Subtotal						\$1,303.25	

Other Recurring Charges

Item	Recurring Amount	One-Time Charges	Total Charges	Taxable
Fuel & Inflation Surcharge Taxable	\$5.23	\$0.00	\$5.23	Y
Fuel & Inflation Surcharge NonTaxable	\$123.59	\$0.00	\$123.59	N
Sub-Total Excluding Tax			\$128.82	
Tax			\$0.19	
Grand Total			\$129.01	



INVOICE

Invoice Totals	Total Charges
Subtotal for All Locations Before Tax	\$1,430.08
Tax	\$2.18
Total	\$1,432.26

Invoice Balance	Total Charges
Total Payment Applied	\$0.00
Total Credit Memo Applied	\$0.00
Invoice Balance	\$1,432.26

Paying your invoices at USS is easy! With consolidated charges and online bill pay, our invoices are now designed to make it easier to do business with us. To learn more about the charges on your invoices at UnitedSiteServices.com/ExplanationOfCharges.



USS Asset Report

Line	QR Code	Asset Type	Start Date	End Date	Site Name	Address
1	00127823	Std Rest			Fitzimons Village Parking Garage	13500 E. Colfax
2	00121326	Std Rest			Fitzimons Village Parking Garage	13500 E. Colfax
3	00130895	Std Rest			Fitzimons Village Parking Garage	13500 E. Colfax
4	00561795	Std Rest			Fitzimons Village Parking Garage	13500 E. Colfax



IF YOU HAVE QUESTIONS ON YOUR INVOICE CALL 1.800.TOILETS OR EMAIL BILLPAY@UNITEDSITESERVICES.COM

Easy, Safe & Clean 📞 1.800.TOILETS 🖱️ UnitedSiteServices.com

Pay Your Invoices Online at www.UnitedSiteServices.com/BillPay

Please detach this coupon and include with your payment in the enclosed envelope.
See Reverse for Terms & Conditions, which are part of this Agreement
where in is referred to as "Company"

Customer ID:	ACT-00003489	Subject To Tax:	Exempt From Tax:	Subtotal:	\$1,430.08
Invoice Number:	INV-01630251	\$58.09	\$0.00	Tax:	\$2.18
Order Number:	O-651232			Total:	\$1,432.26
				Remaining Balance:	\$1,432.26

Amount Paid:

Please Remit to: **United Site Services
PO Box 660475
Dallas, TX 75266-0475**

Check this box if you would like to pay by credit card, change your address, or decline damage waiver and you have completed necessary form(s) on reverse.



00000000INV-0163025100001432268

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Turner Construction Company (DEN) 1401 Zuni Street, Suite 301 Denver, Colorado 80204 FROM CONTRACTOR: Western States Fire Protection Co. 7026 S Tucson Way Centennial, Colorado 80112	PROJECT: Corporex - Fitzsimons 500 Parking Garage 13500 East Colfax Ave Aurora, Colorado 80045 VIA ARCHITECT:	APPLICATION NO: 6 PERIOD TO: 05/31/23 CONTRACT FOR: 4700175206 - Fire Protection CONTRACT DATE: 10/17/22 PROJECT NOS: 300392-220552	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
--	---	--	--

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 54,880.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 54,880.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 12,465.00
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ 623.25
b. 0.0% of Stored Material	
(Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 623.25
6. TOTAL EARNED LESS RETAINAGE	\$ 11,841.75
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 11,841.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 43,038.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

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: Western States Fire Protection Co.

By: Dave Lighten Date: May 16, 2023

State of: _____ County of: _____

Subscribed and sworn to before me this _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 11,841.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

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.

APPLICATION NO.: 6

APPLICATION DATE: 05/18/23

PERIOD TO: 05/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A	B	C	D		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
00010	design	5,488.00	0.00	5,488.00	0.00	5,488.00	100.0%	0.00	274.40
00011	permit	2,500.00	0.00	2,500.00	0.00	2,500.00	100.0%	0.00	125.00
00012	Project mgmt	5,488.00	0.00	2,477.00	0.00	2,477.00	45.1%	3,011.00	123.85
00013	mobilization	2,000.00	0.00	2,000.00	0.00	2,000.00	100.0%	0.00	100.00
00014	material	14,512.00	0.00	0.00	0.00	0.00	0.0%	14,512.00	0.00
00015	installation labor	23,892.00	0.00	0.00	0.00	0.00	0.0%	23,892.00	0.00
00016	trim	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
00017	final	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
	GRAND TOTAL	\$54,880.00	\$0.00	\$12,465.00	\$0.00	\$12,465.00	22.7%	\$42,415.00	\$623.25

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] Dave Leighton PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Eleven thousand eight hundred forty one and 75/100 dollars \$11,841.75

covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 05/31/2023, WSFPB3200, \$11,841.75

Previous Unpaid Invoices:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 05/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] Dave Leighton CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00

in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Western States Fire Protection Co.

ADDRESS: 7026 S Tucson Way
Centennial, Colorado 80112

SIGNED: Dave Leighton
TITLE: Administrator

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:

Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:

Design Mechanical
312 CTC Blvd.
Louisville, Colorado 80027

PROJECT:

Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:**APPLICATION NO: 6****PERIOD TO:** 05/31/23**CONTRACT FOR:** 4700174784 - Mechanical &

Plumbing

CONTRACT DATE: 10/11/22**PROJECT NOS:** 300392-220552**Distribution to:**

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	346,655.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	346,655.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	148,768.00
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	\$	7,438.40
b. 0.0% of Stored Material		
(Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	7,438.40
6. TOTAL EARNED LESS RETAINAGE	\$	141,329.60
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	75,418.60
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	65,911.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	205,325.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

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: Design MechanicalBy: Erin GossDate: May 11, 2023

State of:

County of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 65,911.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

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.

APPLICATION NO.: 6

APPLICATION DATE: 05/18/23

PERIOD TO: 05/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
00010	Mechanical & Plumbing	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
100	Pre-Con Submittals	17,500.00	17,500.00	0.00	0.00	17,500.00	100.0%	0.00	875.00
105	Underground Plumbing Materials	28,000.00	16,000.00	12,000.00	0.00	28,000.00	100.0%	0.00	1,400.00
110	Underground Plumbing Labor	57,880.00	5,000.00	52,880.00	0.00	57,880.00	100.0%	0.00	2,894.00
115	SOI Materials	15,000.00	0.00	0.00	0.00	0.00	0.0%	15,000.00	0.00
120	SOI Labor	4,500.00	0.00	0.00	0.00	0.00	0.0%	4,500.00	0.00
125	Trench Drain Materials	12,500.00	12,500.00	0.00	0.00	12,500.00	100.0%	0.00	625.00
130	Trench Drain Labor	4,500.00	0.00	4,500.00	0.00	4,500.00	100.0%	0.00	225.00
135	Above Ground Plumbing Materials	60,000.00	4,200.00	0.00	0.00	4,200.00	7.0%	55,800.00	210.00
140	Above Ground Plumbing Labor	96,000.00	0.00	0.00	0.00	0.00	0.0%	96,000.00	0.00
145	HVAC Equipment Materials	16,500.00	8,688.00	0.00	0.00	8,688.00	52.7%	7,812.00	434.40
150	HVAC Equipment Labor	3,375.00	0.00	0.00	0.00	0.00	0.0%	3,375.00	0.00
155	Start-Up Materials	2,500.00	0.00	0.00	0.00	0.00	0.0%	2,500.00	0.00
160	Start-Up Labor	12,900.00	0.00	0.00	0.00	0.00	0.0%	12,900.00	0.00
170	Engineering	15,500.00	15,500.00	0.00	0.00	15,500.00	100.0%	0.00	775.00
	GRAND TOTAL	\$346,685.00	\$79,388.00	\$69,380.00	\$0.00	\$148,768.00	42.9%	\$197,887.00	\$7,438.40

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WAIVER & RELEASE OF LIEN

PROJECT: **Corporex - Fitzsimons 500 Parking Garage** OWNER: **Corporex, LLC**
 100 East Rivercenter Blvd.
 Covington, Kentucky 41001

TCCo Job Number: **300392-220552**

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
 has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

Erin Goss PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Sixty five thousand nine hundred eleven dollars \$65,911.00

covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

<u>DATE:</u>	<u>PAY REQUEST or INVOICE NUMBER</u>	<u>AMOUNT</u>
05-31-2023	06-4700174784	\$65,911.00

Previous Unpaid Invoices: 0

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
 equipment provided after the date of: 05-31-2023

FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: _____ dollars _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
 project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
 indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

Erin Goss CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
 final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
 otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
 that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
 requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$49,115.00
 in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
 amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
 authorized and empowered to execute this instrument and to bind the
 Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Design Mechanical

ADDRESS: 312 CTC Blvd.
Louisville, Colorado 80027

SIGNED: Erin Goss
 TITLE: Job Cost Accountant

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:

Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:

Tower Electric Inc.
621 Southpark Dr., Suite 1500
Littleton, Colorado 80120

PROJECT:

Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:**APPLICATION NO: 6****PERIOD TO:** 05/31/23**CONTRACT FOR:** 4700175508 - Electrical**CONTRACT DATE:** 11/01/22**PROJECT NOS:** 300392-220552**Distribution to:**OWNER ARCHITECT CONTRACTOR FIELD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,014,960.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	1,014,960.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	177,500.00
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	\$	8,875.00
b. 0.0% of Stored Material		
(Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	8,875.00
6. TOTAL EARNED LESS RETAINAGE	\$	168,625.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	77,900.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	90,725.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	846,335.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$ 0.00

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: Tower Electric Inc.By: DJ JarmanDate: May 15, 2023

State of:

County of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 90,725.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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.

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

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.

APPLICATION NO.: 6

APPLICATION DATE: 05/18/23

PERIOD TO: 05/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	Mobilization and Layout	93,059.00	36,000.00	30,000.00	0.00	66,000.00	70.9%	27,059.00	3,300.00
	Engineering	13,000.00	13,000.00	0.00	0.00	13,000.00	100.0%	0.00	650.00
	Switchgear	116,638.01	24,500.00	0.00	0.00	24,500.00	21.0%	92,138.01	1,225.00
	Service Entrance	42,756.60	0.00	30,000.00	0.00	30,000.00	23.4%	32,756.60	500.00
	Sub Feeders	34,597.79	0.00	0.00	0.00	0.00	0.0%	34,597.79	0.00
	Grounding Systems	6,852.72	0.00	0.00	0.00	0.00	0.0%	6,852.72	0.00
	Site Lighting	48,688.02	0.00	12,000.00	0.00	12,000.00	24.6%	36,688.02	600.00
	Site Power	1,030.11	0.00	0.00	0.00	0.00	0.0%	1,030.11	0.00
	Building Lighting	334,368.38	0.00	0.00	0.00	0.00	0.0%	334,368.38	0.00
	Building Lighting Labor	50,000.00	0.00	0.00	0.00	0.00	0.0%	50,000.00	0.00
	Branch Lighting	109,927.16	0.00	0.00	0.00	0.00	0.0%	109,927.16	0.00
	Branch Power	67,907.91	0.00	8,000.00	0.00	8,000.00	11.8%	59,907.91	400.00
	EV Chargers	16,505.47	0.00	6,000.00	0.00	6,000.00	36.4%	10,505.47	300.00
	HVAC/Mechanical	14,003.42	0.00	0.00	0.00	0.00	0.0%	14,003.42	0.00
	Fire Alarm System	48,101.14	8,500.00	18,500.00	0.00	27,000.00	56.1%	21,101.14	1,350.00
	Excavation/Backfill	17,524.27	0.00	11,000.00	0.00	11,000.00	62.8%	6,524.27	550.00
0010	Electrical	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

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Continuation Sheet (page 3)

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.

APPLICATION NO.: 6

APPLICATION DATE: 05/18/23

PERIOD TO: 05/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
	GRAND TOTAL	\$1,014,960.00	\$82,000.00	\$95,500.00	\$0.00	\$177,500.00	17.5%	\$837,460.00	\$8,875.00

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] DJ Jarman PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Ninety thousand seven hundred twenty five dollars \$90,725.00

covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 05/31/2023, 1529-4, \$90,725.00

Previous Unpaid Invoices: March, 2023 - \$20,425.00 (Net)

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 05/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: dollars

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] DJ Jarman CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$57,475.00
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: Tower Electric Inc.

ADDRESS: 621 Southpark Dr. Suite 1500
Littleton, Colorado 80120

SIGNED: DJ Jarman
TITLE: Controller

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER:

Turner Construction Company (DEN)
1401 Zuni Street, Suite 301
Denver, Colorado 80204

FROM CONTRACTOR:

RME Ltd LLC dba Elite Surface Infrastructure
115 Inverness Drive East, Suite 100
Englewood, Colorado 80112

PROJECT:

Corporex - Fitzsimons 500 Parking Garage
13500 East Colfax Ave
Aurora, Colorado 80045

VIA ARCHITECT:
APPLICATION NO: 6
PERIOD TO: 05/31/23

CONTRACT FOR: 4700174945 - Earthwork & Site

Utilities

CONTRACT DATE: 10/13/22

PROJECT NOS: 300392-220552

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	809,785.00
2. Net Change by Change Orders	\$	21,979.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$	831,764.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$	432,599.00
5. RETAINAGE:		
a. 5.0% of Completed Work		
(Column D + E on G703)	\$	21,629.95
b. 0.0% of Stored Material		
(Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	21,629.95
6. TOTAL EARNED LESS RETAINAGE	\$	410,969.05
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	336,903.61
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	74,065.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	420,794.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$21,979.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$21,979.00	\$0.00
NET CHANGES by Change Order		\$ 21,979.00

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: RME Ltd LLC dba Elite Surface Infrastructure

 By: Rene Jall Date: May 15, 2023

State of: _____ County of: _____

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ **74,065.44**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

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.

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Continuation Sheet (page 2)

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.

APPLICATION NO.: 6

APPLICATION DATE: 05/18/23

PERIOD TO: 05/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A	B	C	D		E	F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)			BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
001	100 - Earthwork Mobilization	36,500.00	36,500.00	0.00	0.00	0.00	36,500.00	100.0%	0.00	1,825.00
001	110 - Sediment Basin & Diversion Ditches	21,800.00	21,800.00	0.00	0.00	0.00	21,800.00	100.0%	0.00	1,090.00
001	120 - Initial Erosion Control	17,850.00	17,850.00	0.00	0.00	0.00	17,850.00	100.0%	0.00	892.50
001	130 - Site Grading	98,000.00	35,340.00	32,830.00	0.00	0.00	68,170.00	69.6%	29,830.00	3,408.50
001	140 - Structural Earthwork	217,000.00	171,866.38	45,133.62	0.00	0.00	217,000.00	100.0%	0.00	10,850.00
001	150 - Export Excess Materials	37,500.00	37,500.00	0.00	0.00	0.00	37,500.00	100.0%	0.00	1,875.00
001	160 - Export RAP Spoils	11,800.00	11,800.00	0.00	0.00	0.00	11,800.00	100.0%	0.00	590.00
001	170 - Utility Mobilization	11,530.60	0.00	0.00	0.00	0.00	0.00	0.0%	11,530.60	0.00
001	180 - Sanitary Sewer Onsite	14,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	14,000.00	0.00
001	190 - Office Building Sewer Service	29,700.00	0.00	0.00	0.00	0.00	0.00	0.0%	29,700.00	0.00
001	200 - Sewer Main On Xanadu	147,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	147,000.00	0.00
001	210 - Water Lines	32,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	32,000.00	0.00
001	220 - Traffic Control At Xanadu	19,200.00	0.00	0.00	0.00	0.00	0.00	0.0%	19,200.00	0.00
001	230 - Storm Drainage	85,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	85,000.00	0.00
001	240 - Asphalt Patching Mob	1,600.00	0.00	0.00	0.00	0.00	0.00	0.0%	1,600.00	0.00
001	250 - Xanadu Asphalt Patching	29,304.40	0.00	0.00	0.00	0.00	0.00	0.0%	29,304.40	0.00
001	260 - CO 001 Survey	7,219.00	7,219.00	0.00	0.00	0.00	7,219.00	100.0%	0.00	360.95

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Continuation Sheet (page 3)

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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.

APPLICATION NO.: 6

APPLICATION DATE: 05/18/23

PERIOD TO: 05/31/23

ARCHITECT'S PROJECT NO: 300392-220552

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
001	270 - CO 002 Net Zero	437,220.00	0.00	0.00	0.00	0.00	0.0%	437,220.00	0.00
001	270 - CO 002 Net Zero	(437,220.00)	0.00	0.00	0.00	0.00	0.0%	(437,220.00)	0.00
001	280 - CO 003 Snow Removal	3,915.00	3,915.00	0.00	0.00	3,915.00	100.0%	0.00	195.75
001	290 - CO 003 Frost Removal Equipment/Labor	10,845.00	10,845.00	0.00	0.00	10,845.00	100.0%	0.00	542.25
	GRAND TOTAL	\$831,764.00	\$364,635.38	\$77,963.62	\$0.00	\$432,599.00	52.0%	\$399,165.00	\$21,629.95

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WAIVER & RELEASE OF LIEN

PROJECT: Corporex - Fitzsimons 500 Parking Garage OWNER: Corporex, LLC
100 East Rivercenter Blvd.
Covington, Kentucky 41001

TCCo Job Number: 300392-220552

WHEREAS THE UNDERSIGNED [] Contractor, [X] Subcontractor, [] Supplier, [] Architect or Engineer
has provided labor, services, materials or equipment, for the above project, under agreement with:

Turner Construction Company

in its capacity as [] Owner or Owner's agent, [X] Contractor, [] Subcontractor, [] Architect or Engineer

Section A: (check and initial only one of the following)

Initial

[X] Renee Dahl PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or

equipment provided in the amount of: Seventy four thousand sixty five and 44/100 dollars \$74,065.44
covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

Table with 3 columns: DATE, PAY REQUEST or INVOICE NUMBER, AMOUNT. Row 1: 05/31/2023, 220454-05, \$74,065.44

Previous Unpaid Invoices:

together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or
equipment provided after the date of: 05/31/2023

[] FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for all labor, services, materials or

equipment provided in the amount of: _____ dollars _____

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property,
project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as
indicated above and as limited below:

Section B: (check and initial only one of the following)

Initial

[X] Renee Dahl CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and
final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or
otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and
that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the
requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$235,556.30
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

[] UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT in the above
amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING does hereby certify that he or she is fully
authorized and empowered to execute this instrument and to bind the
Undersigned hereto, and does in fact so execute this instrument.

COMPANY NAME: RME Ltd LLC dba Elite Surface
Infrastructure

ADDRESS: 115 Inverness Drive East Suite 100
Englewood, Colorado 80112

SIGNED: Renee Dahl
TITLE: Cash Manager

Invoice Register

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

Batch Id	18263
Control	64766
Invoice Number	00875239
Invoice Date	05/08/2023
Due Date	06/07/2023
Approved By	
Printed By	avanhook@corpore x.com
Printed On	05/30/2023

Post Month	Total Amount	Retention Amount	Payment Status	Payment Method	Type	Expense Type	Cash Acct
5/2023	5051.00	0.00		Check	Invoice	WeeklyJC	10010002

Notes:

Contract	Job	Entity	Amount	Retention	Category	Account	Acct Desc	GL Category	Notes
psi0001	22-xl006-001	id001	5051.00	0.00	01452300	57010000	Cost of Sales		

Workflow Approval									
Workflow	Step	Status	Approved By	Approval Notes	Start Date	Start Time			
JobCost	Scan & Code	Completed	kmcqueen@corporex.com		05/08/2023	10:03:28			
JobCost	Project Manager	Completed	ssapp@corporex.com		05/08/2023	10:03:33			
JobCost	VP Construction	Completed	abogart@corporex.com		05/09/2023	08:37:53			
JobCost	APPROVED	Completed	abogart@corporex.com		05/11/2023	15:36:11			



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	04/30/23	00875239	0003

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
04/25/23	05322615-29	SO, M-D RELATION STD (EA)	1.00	142.00	142.00
04/25/23	05322615-30	ENGINEERING TECH, CON (HR)	4.00	58.00	232.00
04/26/23	05322615-31	REINFORCE STEEL OBSER (HR)	2.00	58.00	116.00
04/26/23	05322615-31	ENGINEERING TECH, CON (HR)	2.00	58.00	116.00
04/26/23	05322615-31	SAMPLE/CYL PICKUP (HR)	2.00	58.00	116.00
04/27/23	05322615-32	ENGINEERING TECH, CON (HR)	3.00	58.00	174.00
04/27/23	05322615-32	SAMPLE/CYL PICKUP (HR)	1.00	58.00	58.00
04/28/23	05322615-1	ENGINEER, PROJECT (HR)	3.00	150.00	450.00
Invoice Total:					\$5,051.00
Balance Due:					\$5,051.00

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	00875239	05322615	

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



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	04/30/23	00875239	0001

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
04/13/23	05322615-19	REINFORCE STEEL OBSER (HR)	2.00	58.00	116.00
04/13/23	05322615-19	ENGINEERING TECH, CON (HR)	3.00	58.00	174.00
04/14/23	05322615-20	ENGINEERING TECH, CON (HR)	6.00	58.00	348.00
04/14/23	05322615-20	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/17/23	05322615-21	ENGINEERING TECH, CON (HR)	5.00	58.00	290.00
04/17/23	05322615-21	CON, COMPST-4X8" CYL (EA)	10.00	18.00	180.00
04/18/23	05322615-22	ENGINEERING TECH, CON (HR)	5.00	58.00	290.00
04/19/23	05322615-23	ENGINEERING TECH, CON (HR)	5.00	58.00	290.00
04/20/23	05322615-24	ENGINEERING TECH, CON (HR)	4.00	58.00	232.00
04/20/23	05322615-24	CON, COMPST-4X8" CYL (EA)	5.00	18.00	90.00
04/20/23	05322615-25	ENGINEERING TECH, CON (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.

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	00875239	05322615	

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



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	04/30/23	00875239	0002

Project: FITZ 500 GARAGE AURORA

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
04/21/23	05322615-26	REINFORCE STEEL OBSER (HR)	3.00	58.00	174.00
04/21/23	05322615-26	ENGINEERING TECH, SOIL (HR)	2.00	58.00	116.00
04/21/23	05322615-27	ENGINEERING TECH, CON (HR)	5.00	58.00	290.00
04/21/23	05322615-27	CON, COMPST-4X8" CYL (EA)	10.00	18.00	180.00
04/24/23	05322615-28	REINFORCE STEEL OBSER (HR)	3.00	58.00	174.00
04/24/23	05322615-28	SAMPLE/CYL PICKUP (HR)	1.00	58.00	58.00
04/25/23	05322615-29	REINFORCE STEEL OBSER (HR)	2.00	58.00	116.00
04/25/23	05322615-29	ENGINEERING TECH, SOIL (HR)	1.00	58.00	58.00
04/25/23	05322615-29	ENGINEERING TECH, CON (HR)	2.00	58.00	116.00
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

Invoice Total: Continues

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	00875239	05322615	

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

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. 14

\$1,260,428.47

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 \$1,260,428.47.
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 _____