141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 800-741-3254 Fax: 303-987-2032 https://accmd.colorado.gov

NOTICE OF REGULAR MEETING AND AGENDA

Board of Directors	<u>Office</u>	Term/Expires
Julie von Clausburg	President	2027/May 2027
Brenda Lamer	Assistant Secretary	2025/May 2025
VACANT	•	2025/May 2027
VACANT		2025/May 2025
VACANT		2025/May 2025

DATE June 29, 2023 (Thursday)

TIME: 12:00 P.M.

PLACE: This meeting will be held as a conference call via Zoom without any individuals

(neither District representatives nor the general public) attending in person. The

meeting can be joined through the directions below:

Join Meeting
Dial In: 1-253-215-8782
Meeting ID: 546 911 9353
Passcode: 912873

I. ADMINISTRATIVE MATTERS

A.	Present Disclosures of Potential Conflicts of Interest.

- B. Confirm Quorum. Approve Agenda, confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.
- C. Acknowledge resignation of James H. Ruthven as Secretary to the Board and consider appointment of David Solin as Secretary to the Board.
- D. Discuss results of cancelled May 2, 2023 Regular Election for Directors.
- E. Confirm filing of Oaths of Office.
- F. Discuss Board vacancies. Consider appointment of eligible elector, John Strabel, to the Board of Directors of the District. Administer Oaths of Office.

G.	Consider	appointment	of	Officers:

President	
Treasurer	
Secretary	
Asst Secr	

H. Consider approval of the Minutes from November 2, 2022 regular meeting (enclosure).

II. PUBLIC COMMENTS

A.

III. FINANCIAL MATTERS

A. Review and ratify the approval of the payment of claims as follows (enclosures):

Fund	Period Ending Nov. 30, 2022	Period Ending Dec. 31, 2022	Period Ending Jan. 31, 2023	eriod Ending eb. 28, 2023
General	\$ 3,305.03	\$ 2,833.72	\$ 1,576.28	\$ 1,606.52
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 6,083.60	\$ 18,565.81	\$ 30,364.74	\$ 11,366.19
Total	\$ 9,388,63	\$ 21.399.53	\$ 31.941.02	\$ 12,972,71

	Period Ending March 31, 2023	Period Ending April 30, 2023	Period Ending May 31, 2023
Fund			
General	\$ 2,001.01	\$ 1,071.98	\$ 18,591.92
Debt	\$ -0-	\$ -0-	\$ 24,787.53
Capital	\$ 10,294.47	\$ 40,507.60	\$ 111,987.07
Total	\$ 12,296.48	\$ 41,579.58	\$ 155,366.52

B. Review and accept unaudited financial statements for the period ending March 31 31, 2023 and Cash Position Statement dated March 31, 2023 (enclosure).

C. Consider approval of 2022 Audit and authorize execution of Representations Letter (to be distributed).

- D. Discuss and consider approval of Cost Certification Report No. 2 and Task Order No. 2 prepared by Independent District Engineering Services, LLC ("IDES") and accept District eligible costs (enclosures).
 E. Discuss and consider approval of Professional Services Agreement between the District and Independent District Engineering Services, LLC ("IDES") (enclosure).
- F. Discuss and consider approval of Additional Service Request and Change Order No. 7 with Langan Engineering and Environmental Services, Inc. (enclosure).
- G. Review Xcel Energy Customer Packet (enclosure).
- H. Review and approve Pay Application #25 to Concrete Express Inc. ("CEI") for the First Creek Enabling Package project in the amount of \$90,139.80 (enclosure).
- I. Review and approve Pay Application #26 to Concrete Express Inc. ("CEI") for the First Creek Enabling Package project in the amount of \$20,386.90 (enclosure).
- J. Review and approve Pay Application #27 to Concrete Express Inc. ("CEI") for the First Creek Enabling Package project in the amount of \$227,605.23 (enclosure).

IV. LEGAL MATTERS

A. Discuss status of Public Improvements Deferral Agreements with City of Aurora (enclosures).

V. CAPITAL IMPROVEMENTS

- A. Discuss Ownership and Maintenance of Improvements.
- B. Review and ratify approval of Change Order No. 23 for the Service Agreement with Professional Civil Engineering Services for Civil Design Services for Picadilly Road (enclosure).

	Metropolitan District 9, 2023 Agenda						
VI.	OTHER MATTERS						
	A						
VII.	ADJOURNMENT	THE NE		MEETING	IS	SCHEDULED	FOF

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ACC METROPOLITAN DISTRICT HELD NOVEMBER 2, 2022

A regular meeting of the Board of Directors (referred to hereafter as "Board") of the ACC Metropolitan District (referred to hereafter as "District") convened on Wednesday, the 2nd day of November, 2022, at 9:30 A.M. This meeting was held via teleconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Julie von Clausburg John E. Strabel Brenda Lamer

Also In Attendance Were:

Jim Ruthven; Special District Management Services, Inc. Paula Williams, Esq. and Kate Olson, Esq.; McGeady Becher P.C. Jim Knopka and Peter Schultz; First Industrial Realty Trust, Inc.

DISCLOSURE OF POTENTIAL CONFLICTS OF

INTEREST

<u>Disclosures of Potential Conflicts of Interest</u>: Mr. Ruthven advised the Board regarding the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. It was noted that a quorum was present, and Directors were asked to disclose any additional conflicts of interest they might have regarding any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made prior to this meeting in accordance with the statute. Disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Agenda: A quorum was confirmed. Mr. Ruthven distributed for the Board's review and approval a proposed agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the agenda was approved, as presented.

<u>Meeting Location and Posting of Notice</u>: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

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Following discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the Board determined to conduct the meeting via conference call and encouraged public participation via telephone. The Board noted that notice of this meeting and conference call participation information was duly posted and that it had not received any objections to the telephonic meeting or any requests that the meeting be changed by taxpaying electors within the District's boundaries.

<u>June 8, 2022 Regular Meeting Minutes</u>: The Board reviewed the minutes of the June 8, 2022 regular meeting.

Following discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the Board approved the minutes of the June 8, 2022 regular meeting.

Resignation of David M. Solin as Secretary to the Board: The Board discussed the resignation of David M. Solin as Secretary to the Board and considered the appointment of James Ruthven as Secretary to the Board.

Following discussion, upon motion duly made by Director Lamer, seconded by Director von Clausburg and, upon vote, unanimously carried, the Board acknowledged the resignation of David M. Solin and appointed James Ruthven as Secretary to the Board.

Resolution No. 2022-11-01 Establishing Regular Meeting Dates, Times and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices: Mr. Ruthven reviewed the business to be conducted in 2023 to meet the statutory compliance requirements with the Board. The Board, determined to meet on June 14, 2023 and November 8, 2023, at 9:30 a.m., via conference call.

Following discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-01 Establishing Regular Meeting Dates, Times and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices. A copy of the resolution is attached hereto and incorporated herein by this reference.

§32-1-809, C.R.S. Requirements (Transparency Notice): Mr. Ruthven discussed with the Board the §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2023.

<u>District Website</u>: Mr. Ruthven updated the Board on the status of the District Website.

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PUBLIC COMMENTS

Mr. Knopka reported that the 26th Avenue and 1st Creek drainage channel is complete. It was noted that Director von Clausburg will discuss with the Aurora Regional Transportation Authority (ARTA) the use of ARTA funds for ACC Metropolitan District transportation projects.

FINANCIAL MATTERS

<u>Payment of Claims</u>: The Board considered the ratification of approval of the payment of claims as follows:

Fund	Period Ending June 30, 2022	Period Ending July 31, 2022		Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022		
General	\$ 1,828.18	\$ 1,602.76	\$	2,247.55	\$	2,907.80	
Debt	\$ -0-	\$ -0-	\$	-0-	\$	4,500.00	
Capital	\$ 52,896.82	\$ 5,043.04	\$	49,388.27	\$	65,315.56	
Total	\$ 54,725.00	\$ 6,645.80	\$	51,635.82	\$	72,723.36	

	Period Ending
	Oct. 31, 2022
Fund	
General	\$ 9,955.42
Debt	\$
Capital	\$ 1,286,629.14
Total	\$ 1,296,584.56

Following discussion, upon motion duly made by Director Lamer, seconded by Director von Clausburg and, upon vote unanimously carried, the Board ratified approval of the payment of claims, as presented.

<u>Financial Statements and Schedule of Cash Position</u>: Mr. Ruthven presented to the Board the unaudited financial statements dated September 30, 2022 and the Schedule of Cash Position as of September 30, 2022.

Following review and discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote unanimously carried, the Board accepted the unaudited financial statements dated September 30, 2022 and the Schedule of Cash Position as of September 30, 2022.

2021 Audit Preparation: Following review and discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote unanimously carried, the Board ratified approval of engagement of Haynie & Company for preparation of the 2021 Audit.

2021 Audit: Following review and discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote unanimously carried, the Board ratified approval of the 2021 Audit and execution of the Representations Letter.

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2022 Audit Preparation: Following review and discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote unanimously carried, the Board approved the engagement of Haynie & Company for preparation of the 2022 Audit, in an amount not to exceed \$7,700.

<u>Public Hearing on 2022 Budget Amendment</u>: The President opened the public hearing to consider an amendment to the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director von Clausburg moved to adopt the Resolution to Amend the 2022 Budget, Director Lamer seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-02 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

<u>Public Hearing on 2023 Budget</u>: The President opened the public hearing to consider the proposed 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

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

Mr. Ruthven reviewed the estimated 2022 expenditures and the proposed 2023 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-11-03 to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution No. 2022-11-04 to Set Mill Levies (3.388 mills in the General Fund and the 32.612 mills in the Debt Service Fund, and 1.000 mills for the Area Regional Improvement mill levy; for a total mill levy of 37.000 mills). Upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, Resolution No. 2022-11-03 to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution No. 2022-11-04 to Set Mill Levies were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2022. Mr.

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Ruthven was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Adams County, not later than December 15, 2022. Mr. Ruthven was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

<u>DLG-70 Mill Levy Certification Form</u>: Following discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

<u>Preparation of the 2024 Budget</u>: Following discussion, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the Board approved the appointment of the District Accountant for preparation of the 2024 Budget.

<u>Cost Certification Report #3</u>: There was no Report at this time and the matter was deferred.

<u>Developer Advances</u>: The Board discussed reimbursing Developer Advances under the existing Funding Agreements and authorizing all actions in connection with a draw on the 2019B Loan.

Following discussion, upon motion duly made by Director Strabel, seconded by Director von Clausburg and, upon vote, unanimously carried, the Board authorized all actions in connection with a draw on the 2019B Loan in the amount of \$635,888, with the advances going to the Capital Projects Fund.

LEGAL MATTERS

Resolution to Call the May 2, 2023 Regular Election: The Board discussed the upcoming election and Resolution No. 2022-11-05 to Call the May 2, 2023 Election.

Following discussion, upon motion duly made by Director Lamer seconded by Director von Clausburg and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-05 to Call the May 2, 2023 Election and appointed James Ruthven as the Designated Election Official and authorized him to perform all tasks required for the May 2, 2023 Regular Election of the Board of Directors for the conduct of a polling place/mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

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	Public Improvements Deferral Agreements with City of Aurora: Attorney Williams discussed with the Board the Public Improvements Deferral Agreements with the City of Aurora. It was noted that there are two separate Deferral Agreements. One is regarding stormwater improvements and the other is regarding Picadilly Road improvements.
CAPITAL IMPROVEMENTS	Ownership and Maintenance of Improvements: The Board discussed the Ownership and Maintenance of Improvements. It was noted that the local streets will remain in private ownership. The Board will continue discussion at the next Board Meeting.
OTHER MATTERS	None.
ADJOURNMENT	There being no further business to come before the Board at this time, upon motion duly made by Director von Clausburg, seconded by Director Lamer and, upon vote, unanimously carried, the meeting was adjourned.
	Respectfully submitted,
	Ву
	Secretary for the Meeting

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ACC Metropolitan District November-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Media Group	104248	10/24/2022	11/16/2022	\$ 40.95	Miscellaneous	1-685
McGeady Becher P.C.	685W 09/2022	9/30/2022	9/30/2022	\$3,387.90	Legal	3-675
McGeady Becher P.C.	685W 09/2022	9/30/2022	9/30/2022	\$2,258.60	Legal	1-675
Special District Management Services	Oct-22	10/31/2022	10/31/2022	\$ 597.92	Accounting	1-612
Special District Management Services	Oct-22	10/31/2022	10/31/2022	\$ 896.88	Management / Accounting	3-612
Special District Management Services	Oct-22	10/31/2022	10/31/2022	\$ 18.60	Miscellaneous	1-685
Special District Management Services	Oct-22	10/31/2022	10/31/2022	\$ 583.44	District Management	3-614
Special District Management Services	Oct-22	10/31/2022	10/31/2022	\$ 388.96	Management	1-614
Union Pacific Railroad Company	90119463	11/16/2022	11/16/2022	\$1,215.38	Engineering	3-784

\$9,388.63

ACC Metropolitan District November-22

		General	Debt		Capital	Totals	
Disbursements	\$	3,305.03		\$	6,083.60	\$ 9,388.63	
Total Disbursements from Checking Acct	\$	3,305.03	\$	- \$	6,083.60	\$ 9,388.63	

ACC Metropolitan District December-22

Vendor	Invoice #	Date	Due Date	Α	mount	Expense Account	Account Number
Aurora Media Group	104087	10/10/2022	11/9/2022	\$	33.30	Miscellaneous	1-685
Independent District Engineering Services	28010	10/31/2022	10/31/2022	\$	442.50	Professional Services	3-750
Kimley Horn and Associates, Inc.	096583000-1022	10/31/2022	10/31/2022	\$	1,550.70	Engineering	3-784
Kimley Horn and Associates, Inc.	096583002-102	10/31/2022	10/31/2022	\$	9,301.63	Engineering	3-784
Matrix Design Group	38442	11/30/2022	12/13/2022	\$	3,078.75	Engineering	3-784
McGeady Becher P.C.	685W 10/2022	10/31/2022	10/31/2022	\$	2,851.35	Legal	3-675
McGeady Becher P.C.	685W 10/2022	10/31/2022	10/31/2022	\$	1,900.90	Legal	1-675
Special District Management Services	Nov-22	11/30/2022	11/30/2022	\$	343.36	Accounting	1-612
Special District Management Services	Nov-22	11/30/2022	11/30/2022	\$	515.04	Management / Accounting	3-612
Special District Management Services	Nov-22	11/30/2022	11/30/2022	\$	5.60	Miscellaneous	1-685
Special District Management Services	Nov-22	11/30/2022	11/30/2022	\$	825.84	District Management	3-614
Special District Management Services	Nov-22	11/30/2022	11/30/2022	\$	550.56	Management	1-614

\$21,399.53

ACC Metropolitan District December-22

	General	Debt	Capital		Totals
Disbursements	\$ 2,833.72		\$ 18,565.81	\$	21,399.53
Total Disbursements from Checking Acct	\$ 2,833.72	\$ -	\$ 18,565.81	\$	21,399.53

ACC Metropolitan District January-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Independent District Engineering Services	28011	12/10/2022	12/10/2022	\$10,310.00	Professional Services	3-750
Kimley Horn and Associates, Inc.	096583002-1122	11/30/2022	11/30/2022	\$17,765.62	Engineering	3-784
McGeady Becher P.C.	685W 11/2022	11/30/2022	11/30/2022	\$ 1,632.00	Legal	3-675
McGeady Becher P.C.	685W 11/2022	11/30/2022	11/30/2022	\$ 1,088.00	Legal	1-675
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$ 296.00	Accounting	1-612
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$ 444.00	Management / Accounting	3-612
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$ 5.80	Miscellaneous	1-685
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$ 44.40	Election	1-680
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$ 213.12	District Management	3-614
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$ 142.08	Management	1-614

\$31,941.02

ACC Metropolitan District January-23

	General	Debt	Capital	Totals
Disbursements	\$ 1,576.28		\$ 30,364.74	\$ 31,941.02
Total Disbursements from Checking Acct	\$ 1,576.28	\$ -	\$ 30,364.74	\$ 31,941.02

ACC Metropolitan District February-23

Vendor	Invoice #	Date	Due Date	Aı	mount	Expense Account	Account Number
Kimley Horn and Associates, Inc.	096583002-1222	12/31/2022	12/31/2022	\$	9,593.13	Engineering	3-784
McGeady Becher P.C.	685W 12/2022	12/31/2022	12/31/2022	\$	406.50	Legal	3-675
McGeady Becher P.C.	685W 12/2022	12/31/2022	12/31/2022	\$	271.00	Legal	1-675
Special District Association of Colorado	SDA-2023	2/7/2023	3/9/2023	\$	308.28	Insurance/SDA Dues	1-670
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	755.20	Accounting	1-612
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	1,132.80	Management / Accounting	3-612
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	4.20	Miscellaneous	1-685
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	112.00	Election	1-680
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	233.76	District Management	3-614
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	155.84	Management	1-614

\$12,972.71

ACC Metropolitan District February-23

	General	Debt		Capital	Totals
Disbursements	\$ 1,606.52		\$	11,366.19	\$ 12,972.71
Total Disbursements from Checking Acct	\$ 1,606.52	\$ -	- \$	11,366.19	\$ 12,972.71

ACC Metropolitan District March-23

Vendor	Invoice #	Date	Due Date	Α	mount	Expense Account	Account Number
Aurora Media Group	105171	3/7/2023	3/10/2023	\$	57.95	Miscellaneous	1-685
Kimley Horn and Associates, Inc.	096583002-0123	1/31/2023	1/31/2023	\$	6,572.98	Engineering	3-784
McGeady Becher P.C.	685W 01/2023	1/31/2023	1/31/2023	\$	1,142.31	Legal	3-675
McGeady Becher P.C.	685W 01/2023	1/31/2023	1/31/2023	\$	761.54	Legal	1-675
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	751.60	Accounting	1-612
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	1,127.40	Management / Accounting	3-612
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	60.40	Miscellaneous	1-685
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	208.00	Election	1-680
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	242.28	District Management	3-614
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	161.52	Management	1-614
Union Pacific Railroad Company	90123279	2/14/2023	2/14/2023	\$	1,209.50	Engineering	3-784

\$12,295.48

ACC Metropolitan District March-23

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	General	Debt	Capital	Totals
Disbursements	\$ 2,001.01		\$ 10,294.47	\$ 12,295.48
Total Disbursements from Checking Acct	\$ 2,001.01	\$ -	\$ 10,294.47	\$ 12,295.48

ACC Metropolitan District April-23

Vendor	Invoice #	Date	Due Date	Am	ount	Expense Account	Account Number
Kimley Horn and Associates, Inc.	096583002-0223	2/28/2023	2/28/2023	\$13	3,716.38	Engineering	3-784
McGeady Becher P.C.	685W 02/2023	2/28/2023	2/28/2023	\$	451.46	Legal	3-675
McGeady Becher P.C.	685W 02/2023	2/28/2023	2/28/2023	\$	300.98	Legal	1-675
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$	309.04	Accounting	1-612
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$	463.56	Management / Accounting	3-612
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$	3.20	Miscellaneous	1-685
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$	320.20	Election	1-680
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$	207.84	District Management	3-614
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$	138.56	Management	1-614
Xcel Energy	5300136656635	4/17/2023	4/17/2023	\$ 2!	5,668.36	Capital Outlay	3-790

\$41,579.58

ACC Metropolitan District April-23

	General	Debt	Capital	Totals
Disbursements	\$ 1,071.98		\$ 40,507.60	\$ 41,579.58
Total Disbursements from Checking Acct	\$ 1,071.98	\$ -	\$ 40,507.60	\$ 41,579.58

ACC Metropolitan District May-23

Vendor	Invoice #	Date	Due Date	A	mount	Expense Account	Account Number
Aurora Regional Transportation Authority	2022 Mill Levy	5/11/2023	5/11/2023	\$	24,787.53	ARTA One Mill Levy	2-620
Concrete Express, Inc.	Pay App 26	5/16/2023	5/16/2023	\$	(1,073.00)	Capital Outlay	3-790
Concrete Express, Inc.	Pay App 26	5/16/2023	5/16/2023	\$	21,459.90	Retainage Payable	3-318
Concrete Express, Inc.	Pay App 25	5/9/2023	5/9/2023	\$	94,884.00	Capital Outlay	3-790
Concrete Express, Inc.	Pay App 25	5/9/2023	5/9/2023	\$	(4,744.20)	Retainage Payable	3-318
Kimley Horn and Associates, Inc.	096583002-0323	3/31/2023	3/31/2023	\$	7,900.00	Engineering	3-784
Matrix Design Group	38782	1/25/2023	2/24/2023	\$	1,585.00	Engineering	3-784
McGeady Becher P.C.	685W 03/2023	3/31/2023	3/31/2023	\$	722.66	Legal	3-675
McGeady Becher P.C.	685W 03/2023	3/31/2023	3/31/2023	\$	481.77	Legal	1-675
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$	447.12	Accounting	1-612
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$	670.68	Management / Accounting	3-612
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$	2.80	Miscellaneous	1-685
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$	100.60	Election	1-680
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$	642.12	District Management	3-614
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$	428.08	Management	1-614
Union Pacific Railroad Company	90124920	5/11/2023	5/11/2023	\$	7,071.46	Engineering	3-784

\$155,366.52

ACC Metropolitan District May-23

	General	Debt	Capital	Totals
Disbursements	\$ 18,591.92	\$ 24,787.53	\$ 111,987.07	\$ 155,366.52
Total Disbursements from Checking Acct	\$ 18,591.92	\$ 24,787.53	\$ 111,987.07	\$ 155,366.52

ACC METROPOLITAN DISTRICT Schedule of Cash Position March 31, 2023

	Rate	Operating		Debt Service	Debt Service Capital Projects		Total
Checking:							
Cash in Bank-FirstBank		\$	96,582.85	\$ 1,178,885.67	\$	(93,306.06)	\$ 1,182,162.46
Investments:							
Cash in Bank-ColoTrust	4.4567%		24.53	-		2,518.97	2,543.50
Trustee:							
Zion Bank Project Fund			-	11,010.70		-	11,010.70
Zion Bank Cap Interest Fund			-	0.51		-	0.51
Zion Bank Pledged Revenue			-	2.21		-	2.21
Zion Bank 2019A Loan Pymt Fund			-	3,890.63		-	3,890.63
Zion Mand. Prepay. Fund 2019B			-	18.71		-	18.71
Zion Mand. Prepay. Fund 2019A			-	35.69		-	35.69
TOTAL FUNDS:		\$	96,607.38	\$ 1,193,844.12	\$	(90,787.09)	\$ 1,199,664.41

2023 Mill Levy Information

General Fund 3.388 Debt Service Fund 32.612 ARTA 1.000 Total 37.000

Board of Directors

* Julie von Clausburg * John E. Strabel

Brenda Lamer

^{*}authorized signer on checking account

ACC METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
March 31, 2023

ACC METROPOLITAN DISTRICT COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS March 31, 2023

	G	ENERAL		DEBT SERVICE	APITAL ROJECTS					TOTAL MEMO ONLY	
Assets											
Cash in Bank-FirstBank	\$	96,583	\$	1,178,886	\$ (93,306)	\$	-	\$	-	\$	1,182,162
Cash in Bank-ColoTrust		25		-	2,519		-		-		2,544
Zion Bank Project Fund		-		11,011	-		-		-		11,011
Zion Bank Cap Interest Fund		-		1	-		-		-		1
Zion Bank Pledged Revenue		-		2	-		-		-		2
Zion Bank 2019A Loan Pymt Fund		-		3,891	-		-		-		3,891
Zion Mand. Prepay. Fund 2019B		-		19	-		-		-		19
Zion Mand. Prepay. Fund 2019A		- 80,799		36 801,989	-		-		-		36 882,788
Property Taxes Receivable Construction in progress		60,799		001,909	-		- 15,348,671		-		15,348,671
Constituction in progress		-		-	-		15,546,671		-		15,546,071
Total Current Assets		177,406		1,995,833	(90,787)		15,348,671		-		17,431,123
Other Debits											
Amount in Debt Service Fund		-		-	-		-		1,112,089		1,112,089
Amount to be Provided for Debt		-		-	-		-		20,496,513		20,496,513
Total Other Debits		-			 -		-		21,608,603		21,608,603
Total Assets	\$	177,406	\$	1,995,833	\$ (90,787)	\$	15,348,671	\$	21,608,603	\$	39,039,726
Liabilities											
Retainage Payable	\$	-	\$	-	\$ 221,788	\$	-	\$	-	\$	221,788
Prior Year Abatement Payable		8,241		81,755	-		-		-		89,995
Series 2019A Loan		-		-	-		-		9,493,192		9,493,192
Series 2019B Loan		-		-	-		-		5,261,562		5,261,562
Operational Funding-Due Dev		-		-	-		-		71,312		71,312
Capital Funding-Due Developer		-		-	-		-		5,657,987		5,657,987
Operational-Developer Adv Int		-		-	-		-		26,380		26,380
Capital-Developer Adv Interest		-		-	-		-		1,098,170		1,098,170
Total Liabilities		8,241		81,755	 221,788				21,608,603		21,920,386
Deferred Inflows of Resources			<u> </u>						_		
Deferred Property Taxes		80,799		801,989	_		_		_		882,788
											·
Total Deferred Inflows of Resources		80,799		801,989	 -						882,788
Fund Balance											
Investment in Fixed Assets		-		-	-		15,348,671		-		15,348,671
Fund Balance		102,741		1,189,079	(300,941)		-		-		990,880
Current Year Earnings		(14,375)		(76,990)	(11,634)		-		-		(102,999)
Total Fund Balances		88,367		1,112,089	(312,575)		15,348,671		-	_	16,236,552
Total Liabilities, Deferred Inflows of Resources											
and Fund Balance	\$	177,406	\$	1,995,833	\$ (90,787)	\$	15,348,671	\$	21,608,603	\$	39,039,726

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Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the 3 Months Ending March 31, 2023 General Fund

Account Description	Period Actual	<u>YT</u>	D Actual	Budget		Favorable (Unfavorable) Variance		% of Budget
Revenues								
Property Tax Revenue Specific Ownership Taxes	\$ 502 918		502 918	\$	82,106 2,200	\$	(81,604) (1,282)	0.6% 41.7%
Total Revenues	1,420)	1,420		84,306		(82,886)	1.7%
Expenditures								
Accounting	1,507	,	1,507		11,900		10,393	12.7%
District Management	317	7	317		16,200		15,883	2.0%
Audit	-		-		7,500		7,500	0.0%
Insurance/SDA Dues	3,329		3,329		4,000		671	83.2%
Legal	762		762		15,000		14,238	5.1%
Election	320		320		1,000		680	0.32
Miscellaneous	366		366		2,000		1,634	18.3%
Treasurer's Fees	8	3	8		1,232		1,224	0.6%
Contingency	-		-		20,000		20,000	0.0%
Emergency Reserve	-		-		2,529		2,529	0.0%
Total Expenditures	6,609)	6,609		81,361		74,752	8.1%
Excess (Deficiency) of Revenues			<i>i</i> =				4	
Over Expenditures	(5,189	9)	(5,189)		2,945		(8,133)	
Transfers and Other Sources (Uses)								
Prior Year Abatement	(9,186	2)	(9,186)				(9,186)	
Developer Advance Reimb	(9,100))	(9,100)		(30,000)		30,000	
Developel Advance Kellilb	-		-		(30,000)		30,000	
Total Transfers and Other Sources (Uses)	(9,186	5)	(9,186)		(30,000)		20,814	
Change in Fund Balance	(14,375	5)	(14,375)		(27,055)		12,681	
Beginning Fund Balance	102,741		102,741		79,515		23,226	
Ending Fund Balance	\$ 88,367	' \$	88,367	\$	52,460	\$	35,908	

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Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the 3 Months Ending March 31, 2023 Debt Service Fund

Account Description	Period Actual	eriod Actual YTD Actual Budget			% of Budget	
Revenues						
Property Tax Revenue Specific ownership tax ARTA Revenue Interest Income	\$ 4,832 9,104 148 133	\$ 4,832 9,104 148 133	\$ 790,335 25,000 24,234 600	\$ (785,503) (15,896) (24,086) (467)	0.6% 36.4% 0.6% 22.1%	
Total Revenues	14,217	14,217	840,169	(825,952)	1.7%	
Expenditures						
Note Principal Note Interest ARTA - one mill levy Paying Agent Fees Treasurer's Fees	- - 2 - 72	- - 2 - 72	223,613 420,076 24,234 8,000 11,855	223,613 420,076 24,232 8,000 11,783	0.0% 0.0% 0.0% 0.0% 0.6%	
Total Expenditures	75	75	708,778	708,703	0.0%	
Excess (Deficiency) of Revenues Over Expenditures	14,142	14,142	131,391	(117,249)		
Transfers and Other Sources (Uses)						
Prior Year Abatement	(91,132)	(91,132)	-	(91,132)		
Total Transfers and Other Sources (Uses)	(91,132)	(91,132)	-	(91,132)		
Change in Fund Balance	(76,990)	(76,990)	131,391	(208,381)		
Beginning Fund Balance	1,189,079	1,189,079	911,809	277,270		
Ending Fund Balance	\$ 1,112,089	\$ 1,112,089	\$ 1,043,200	\$ 68,889		

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Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the 3 Months Ending March 31, 2023 Capital Projects Fund

				_		Favorable (Unfavorable)	% of
Account Description	Perio	od Actual	YTD Actual		Budget	Variance	Budget
Revenues							
Interest Income	\$	27	\$ 27	\$	-	\$ 27	0.0%
Total Revenues		27	27			27	0.0%
Expenditures							
Management / Accounting		2,260	2,260		6,500	4,240	34.8%
District Management		476	476		9,700	9,224	4.9%
Legal		1,142	1,142		15,000	13,858	7.6%
Professional Services		-	-		15,000	15,000	0.0%
Engineering		7,782	7,782		500,000	492,218	1.6%
Captial Outlay		-	-		250,000	250,000	0.0%
Contingency		-	-		100,000	100,000	0.0%
Total Expenditures		11,661	11,661		896,200	884,539	1.3%
Excess (Deficiency) of Revenues							
Over Expenditures		(11,634)	(11,634)	(896,200)	884,566	
Beginning Fund Balance		(300,941)	(300,941)	487,096	(788,037)	
Ending Fund Balance	\$	(312,575)	\$ (312,575) \$	(409,104)	\$ 96,529	

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ACC Metropolitan District Cost Certification



Report #2 January 2023



ACC Metropolitan District Cost Certification

Table of Contents

Cost Certification Report

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January 03, 2023

ACC Metropolitan District Board Attn: Paula Williams McGeady Becher, P.C. 450 E. 17th Avenue, Suite 400 Denver, CO 80203

ACC METROPOLITAN DISTRICT COST CERTIFICATION REPORT #2

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by ACC Metropolitan District (District) to provide a review of expenditures paid by FR Aurora Commerce Center Phase I, LLC (Developer). This is to summarize and report the expenditures for the Aurora Commerce Center development located in the City of Aurora, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$1,848,134.00**.

This report covers expenditures for water, storm, sewer, landscape, lighting, concrete, asphalt, signage & striping, and earthwork improvements, in addition to soft costs for general contractor conditions, insurance, and other necessary services. The improvements are generally shown in Attachment A.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for District eligible expenses:

- Facilities Funding and Acquisition Agreement, by and between ACC Metropolitan District and FR Commerce Center Phase I, LLC, dated June 18th, 2018
- First Amended and Restated Service Plan for ACC Metropolitan District, prepared by McGeady Sisneros P.C., approved August 22, 2011
- First Amendment to the First Amended and Restated Service Plan for ACC Metropolitan District, prepared by McGeady Becher P.C., approved May 21st, 2018
- Aurora Commerce Center Subdivision Filing No. 4, by Aztec Consultants, Inc., dated October 30, 2020
- Aurora Commerce Center Framework Development Plan Public Improvement Phasing Plan, by Kimley-Horn and Associates, Inc., dated October 11th, 2018.
- Aurora Commerce Center Building E Construction Documents, by Kimley-Horn and Associates, Inc., dated March 6th, 2020.
- First Aurora Commerce Center Monument Sign Plans, by Kimley-Horn and Associates, Inc., dated June 19th, 2019.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.



- Project improvements were photographed by the Developer to show the construction of infrastructure.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Facilities Funding and Acquisition Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that
 are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to
 both District land and private lots are based on land percentage area for the project area. See
 Attachment B for the percentages. These percentages were used for work such as earthwork,
 SWMP activities, and planning.
- Expenditures that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any
 governmental entity, including but not limited to the District. The Developer remains responsible
 for completing public improvements according to plan and obtaining the proper acceptance by any
 applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report consists of expenditures provided between July of 2020 and October of 2022. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.



SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Public Improvement	Cost	Percentage
Street Improvements	\$843,864.28	45.66%
Parks & Rec Improvements	\$515,314.76	27.88%
Water Improvements	\$224,556.88	12.15%
Sanitary Improvements	\$264,398.07	14.31%
Safety Improvements	\$0.00	0.00%
Total	\$1,848,134.00	100.00%

FIELD INVESTIGATION RESULTS

The Developer provided drone photos and videos from July of 2022 to memorialize the construction of infrastructure and are included in Attachment D. From our visual inspection, it appears the complete improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified in the amount of \$1,848,134.00.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted, Independent District Engineering Services, LLC

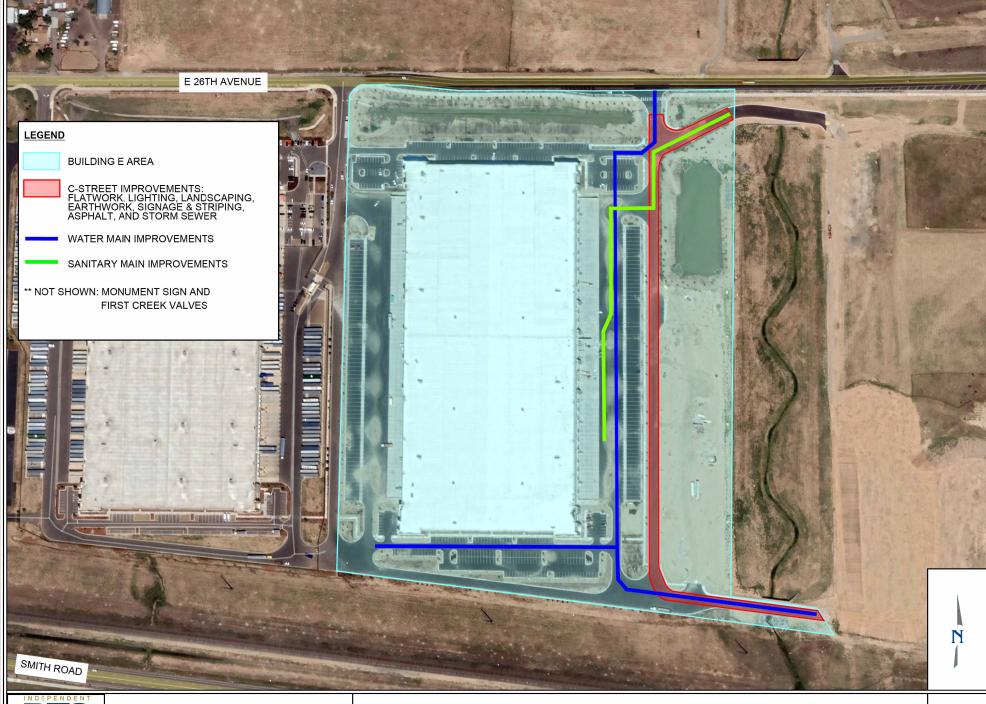
Barrett Marrocco, P.E.

Attachments



Attachment A Site Map





District Engineering SERVICES

INDEPENDENT
DISTRICT ENGINEERING SERVICES, LLC
1626 COLE BOULEVARD #125, LAKEWOOD, CO 80401

ACC METROPOLITAN DISTRICT COST CERTIFICATION #2 ATTACHMENT A - SITE MAP SHEET 1 of 1 SCALE: N.T.S. DATE: 11/28/22

Attachment B Vendor Participation



Attachment B Vendor Participation

The following is a summary of the contractors, consultants and vendor participation in work and services for the report.

R.C. Andersen, LLC General contractor for the Development. They were responsible for all Building E, C-Street, and monument sign work. The monument sign was considered fully eligible for public financing. Building E general conditions and insurance were considered partially eligible for public financing. Subcontractors and their work are outlined below.

<u>Anaya Concrete</u> Flatwork sub-contractor for R.C. Andersen. Cost related to flatwork on C-Street were considered eligible for public financing.

<u>Carlton Electric</u> Lighting sub-contractor for R.C. Andersen. Cost related to C-Street lighting were considered eligible for public financing.

<u>Custom Environmental Design</u> Landscaping sub-contractor for R.C. Andersen. Costs related to C-Street landscaping were considered eligible for public financing.

<u>Dirt Solutions</u> Earthwork sub-contractor for R.C. Andersen. Costs related to grading for C-Street roadway improvements were considered eligible for public financing.

<u>Fiore & Sons</u> Sanitary sewer sub-contractor for R.C. Andersen. Costs related to the sanitary sewer mainline identified as item #14 on the Public Improvement Phasing Plan were considered eligible for public financing.

<u>Martin Marietta Materials</u> Asphalt sub-contractor for R.C. Andersen. Cost related to paving C-Street were considered eligible for public financing.

<u>Precise Striping</u> Signage and striping sub-contractor for R.C. Andersen. Cost related to C-Street signage and striping were considered eligible for public financing.

<u>Summers Construction</u> Wet utilities sub-contractor for R.C. Andersen. The water main identified as item #13 of the Public Improvements Phasing Plan and costs related to storm sewer located under C-Street were considered eligible for public financing.



Attachment C Expenditure Data



Engineer's Summary for Cost Certification											
Invoice ID	Invoice Date	Invoice Provided	Check Number	Check Date	Requisition Number	Lien Waiver	Description	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses	Notes
								1			
Invoices Paid by the Developer											
RC Andersen, LLC											
2036-01	7/28/2020	Yes	7105127	8/4/2020	N/A	Yes	General Contractor - Monument Sign	\$16,355.32	\$16,355.32	\$0.00	
2036-02 2036-03	9/30/2020	Yes Yes	7106835 7108772	10/13/2020	N/A N/A	Yes Yes	General Contractor - Monument Sign General Contractor - Monument Sign	\$25,234.50 \$35,018.97	\$25,234.50 \$35,018,97	\$0.00	Partial Retainage Release
2036-03	10/28/2021	Yes	7116363	11/4/2021	N/A	Yes	General Contractor - Monument Sign	\$84 689 04	\$84 689 04		Partial Retainage Release
2036-05	12/7/2021	Yes	7117470	12/14/2021	N/A	Yes	General Contractor - Monument Sign	\$94,756.52	\$94,756.52		Partial Retainage Release
2036-06	12/21/2021	Yes	7118164	1/11/2022	N/A	Yes	General Contractor - Monument Sign	\$8,201.69	\$8,201.69		Partial Retainage Release
2036-07 2036-08	3/25/2022 8/16/2022	Yes	7120488 7124394	4/1/2022 8/24/2022	N/A N/A	Yes	General Contractor - Monument Sign General Contractor - Monument Sign	\$7,536.85 \$99,281.25	\$7,536.85 \$99,281.25	\$0.00	Partial Retainage Release
2036-08 Requisition #1	5/10/2022	Yes Yes	See Requisition Summ		N/A 1	Yes Yes	General Contractor - Monument Sign General Contractor - Fees Bldg E	\$99,281.25 \$925.171.94	\$99,281.25		General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #2	7/2/2021	Yes	See Requisition Summ		2	Yes	General Contractor - Fees Bldg E	\$547,423.74	\$39.07		General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #3	7/31/2021	Yes	See Requisition Summ	ary Table	3	Yes	General Contractor - Fees Bldg E	\$4,362,544.15	\$4,200.18	\$4,358,343.97	General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #4 Requisition #5	8/31/2021 9/30/2021	Yes Yes	See Requisition Summ See Requisition Summ		4	Yes	General Contractor - Fees Bldg E General Contractor - Fees Bldg E	\$2,569,029.56 \$3,092,809.37	\$2,389.75 \$1,334.72	\$2,566,639.81	General conditions, fee, and insurance are partially District Eligible Expenses General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #5 Requisition #6	10/31/2021	Yes Yes	See Requisition Summ		6	Yes Yes	General Contractor - Fees Bldg E General Contractor - Fees Bldg E	\$3,092,809.37 \$1,694,326.20	\$1,334.72 \$16.80	\$3,091,474.65	General conditions, fee, and insurance are partially District Eligible Expenses General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #7	11/30/2021	Yes	See Requisition Summ		7	Yes	General Contractor - Fees Bldg E	\$1,803,331.82	\$15,957.72		General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #8	12/31/2021	Yes	See Requisition Summ	ary Table	8	Yes	General Contractor - Fees Bldg E	\$4,889,495.41	\$5,743.77		General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #9	1/31/2022	Yes	See Requisition Summ		9	Yes	General Contractor - Fees Bldg E	\$1,778,253.15	\$2,340.56		General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #10	2/28/2022	Yes	See Requisition Summ		10	Yes	General Contractor - Fees Bldg E	\$627,968.86	\$70.85	\$627,898.01	General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #11 Requisition #12	3/31/2022 4/30/2022	Yes Yes	See Requisition Summ See Requisition Summ	ary rable arv Table	11 12	Yes Yes	General Contractor - Fees Bldg E General Contractor - Fees Bldg E	\$1,016,260.64 \$1,205,380,17	\$987.84 \$4.459.85	\$1,015,272.80	General conditions, fee, and insurance are partially District Eligible Expenses General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #13	5/31/2022	Yes	See Requisition Summ	ary Table	13	Yes	General Contractor - Fees Bldg E	\$2,354,352.61	\$11,165.20	\$2,343,187.41	General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #14	6/30/2022	Yes	See Requisition Summ	ary Table	14	Yes	General Contractor - Fees Bldg E	\$1,689,308.64	\$6,071.65	\$1,683,236.99	General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #15	7/31/2022	Yes	See Requisition Summ		15	Yes	General Contractor - Fees Bldg E	\$844,532.63	\$1,174.90		General conditions, fee, and insurance are partially District Eligible Expenses
Requisition #16 Subtotal RC Andersen, LLC	9/30/2022	Yes	See Requisition Summ	ary Table	16	Yes	General Contractor - Fees Bldg E	\$814,975.28 \$30,586,238,31	\$2,311.48 \$429.338.48	\$812,663.80 \$30,156,899,83	General conditions, fee, and insurance are partially District Eligible Expenses
Oublotal ICO Alluei Sell, LLC								\$30,300,238.31	\$ 4 23,330.40	\$30,100,039.63	
Subtotal Invoices Paid by the Developer								\$30,586,238.31	\$429,338.48	\$30,156,899.83	
Building E Requisition Invoices											
Anaya Concrete	5/21/2022	Yes	See Requisition Summ	T-bl-	13	Yes	Concrete Sub-contractor	\$192 451 14	\$48 682 62	6440 700 FO	C-Street Concrete costs are District Fligible Expenses
Pay App 1 Pay App 2	6/30/2022	Yes	See Requisition Summ		13	Yes	Concrete Sub-contractor Concrete Sub-contractor	\$192,451.14 \$164.239.56	\$48,682.62 \$45,389.73		C-Street Concrete costs are District Eligible Expenses C-Street Concrete costs are District Eligible Expenses
Pay App 2 Pay App 2	7/20/2022	Yes	See Requisition Summ		16	Yes	Concrete Sub-contractor	\$104,239.50	\$45,369.73		C-Street Concrete costs are District Eligible Expenses C-Street Concrete costs are District Fligible Expenses
Pay App 2	6/30/2022	Yes	See Requisition Summ		16	Yes	Concrete Sub-contractor	\$164,239.56	\$13,340.50		C-Street Concrete costs are District Eligible Expenses
Subtotal Anaya Concrete								\$588,737.16	\$136,574.27	\$452,162.89	
Carlton Electric											
Pay App 1	7/31/2021	Yes	See Requisition Summ		3	Yes	Lighting Sub-contractor	\$124,000.00	\$1,573.76		C-Street Lighting costs are District Eligible Expenses
Pay App 2	8/31/2021 9/30/2021	Yes	See Requisition Summ	ary Table	4	Yes	Lighting Sub-contractor	\$23,750.00	\$723.93 \$377.70	\$23,026.07	C-Street Lighting costs are District Eligible Expenses
Pay App 3 Pay App 4	10/31/2021	Yes Yes	See Requisition Summ See Requisition Summ		5	Yes Yes	Lighting Sub-contractor Lighting Sub-contractor	\$133,000.00 \$43.000.00	\$377.70		C-Street Lighting costs are District Eligible Expenses C-Street Lighting costs are District Eligible Expenses
Pay App 5	11/30/2021	Yes	See Requisition Summ		7	Yes	Lighting Sub-contractor	\$400.000.00	\$15,879.50		C-Street Lighting costs are District Eligible Expenses
Pay App 6	12/31/2021	Yes	See Requisition Summ		8	Yes	Lighting Sub-contractor	\$256,000.00	\$131,774.11		C-Street Lighting costs are District Eligible Expenses
Pay App 7	1/31/2022	Yes	See Requisition Summ	ary Table	9	Yes	Lighting Sub-contractor	\$13,000.00	\$629.51	\$12,370.49	C-Street Lighting costs are District Eligible Expenses
Pay App 8	2/28/2022 3/31/2022	Yes	See Requisition Summ		10 11	Yes	Lighting Sub-contractor Lighting Sub-contractor	\$16,500.00 \$30.418.00	\$314.75 \$1,007.21		C-Street Lighting costs are District Eligible Expenses
Pay App 9 Pay App 10	4/30/2022	Yes Yes	See Requisition Summ See Requisition Summ		11 12	Yes Yes	Lighting Sub-contractor Lighting Sub-contractor	\$30,418.00 \$139,290.00	\$1,007.21 \$1,259.01		C-Street Lighting costs are District Eligible Expenses C-Street Lighting costs are District Eligible Expenses
Pay App 11	5/31/2022	Yes	See Requisition Summ		13	Yes	Lighting Sub-contractor	\$72,164.00	\$4,110.97	\$68.053.03	C-Street Lighting costs are District Eligible Expenses
Pay App 12	6/30/2022	Yes	See Requisition Summ	ary Table	14	Yes	Lighting Sub-contractor	\$80,000.00	\$8,279.51	\$71,720.49	C-Street Lighting costs are District Eligible Expenses
Pay App 13	7/31/2022	Yes	See Requisition Summ		15	Yes	Lighting Sub-contractor	\$40,000.00	\$503.60	\$39,496.40	C-Street Lighting costs are District Eligible Expenses
Pay App 14	8/31/2022	Yes	See Requisition Summ	ary Table	16 16	Yes	Lighting Sub-contractor	\$15,065.20	\$0.00 \$18 534 59	\$15,065.20	C-Street Lighting costs are District Eligible Expenses
Pay App 15 Subtotal Carlton Electric	8/31/2022	Yes	See Requisition Summ	ary rable	16	Yes	Lighting Sub-contractor	\$69,309.36 \$1,455,496.56	\$185,345.86	\$50,774.77 \$1,270,150,70	C-Street Lighting costs are District Eligible Expenses
								¥1,400,400.00	\$100,040.00	V1(210(100.10	
Custom Environmental Design	4000000		0.0	Ŧ	40	.,		***********	000 047 44	800 470 70	0.00
Pay App 1 Pay App 2	4/30/2022 5/31/2022	Yes Yes	See Requisition Summ See Requisition Summ		12 13	Yes Yes	Landscaping Sub-contractor Landscaping Sub-contractor	\$125,226.90 \$34,200.00	\$33,047.14 \$3,312.36		C-Street Landscaping costs are District Eligible Expenses C-Street Landscaping costs are District Eligible Expenses
Pay App 2 Pay App 3	6/30/2022	Yes Yes	See Requisition Summ		13	Yes	Landscaping Sub-contractor Landscaping Sub-contractor	\$34,200.00 \$194,906.25	\$3,312.36 \$56.619.50	\$138 286 75	C-Street Landscaping costs are District Eligible Expenses C-Street Landscaping costs are District Eligible Expenses
Pay App 4	7/31/2022	Yes	See Requisition Summ		15	Yes	Landscaping Sub-contractor	\$350,397.90	\$35,015.79	\$315,382.11	C-Street Landscaping costs are District Eligible Expenses
Pay App 5R	8/31/2022	Yes	See Requisition Summ	ary Table	16	Yes	Landscaping Sub-contractor	\$45,000.00	\$0.00	\$45,000.00	C-Street Landscaping costs are District Eligible Expenses
Pay App 6 Subtotal Custom Environmental Design	9/30/2022	Yes	See Requisition Summ	ary Table	16	Yes	Landscaping Sub-contractor	\$122,995.80 \$872,726.85	\$0.00	\$122,995.80 \$744,732.06	C-Street Landscaping costs are District Eligible Expenses
Subtotal Custom Environmental Design								\$012,126.85	\$127,994.79	\$144,132.06	
Dirt Solutions											
Pay App 1	6/28/2021	Yes	See Requisition Summ		2	Yes	Earthwork Sub-contractor	\$250,475.80	\$1,683.08		C-Street Grading costs are District Eligible Expenses
Pay App 2 Pay App 3	7/3.13/21 8/31/2021	Yes Yes	See Requisition Summ See Requisition Summ	ary Table	3	Yes Yes	Earthwork Sub-contractor Earthwork Sub-contractor	\$541,827.49 \$688.245.26	\$144,959.29 \$64,916.75	\$396,868.20	C-Street Grading costs are District Eligible Expenses C-Street Grading costs are District Eligible Expenses
Pay App 3 Pay App 4	9/30/2021	Yes	See Requisition Summ		5	Yes	Earthwork Sub-contractor Earthwork Sub-contractor	\$688,245.26	\$64,916.75	\$17.460.00	C-Street Grading costs are District Eligible Expenses C-Street Grading costs are District Eligible Expenses
Pay App 5	4/30/2022	Yes	See Requisition Summ	ary Table	12	Yes	Earthwork Sub-contractor	\$46,152.95	\$5,506.65	\$40,646.30	C-Street Grading costs are District Eligible Expenses
Pay App 8	6/30/2022	Yes	See Requisition Summ	ary Table	14	Yes	Earthwork Sub-contractor	\$85,786.75	\$12,059.21	\$73,727.54	C-Street Grading costs are District Eligible Expenses
Pay App 9 Subtotal Dirt Solutions	10/3/2022	Yes	See Requisition Summ	ary Table	16	Yes	Earthwork Sub-contractor	\$5,700.00 \$1,635,648.25	\$0.00 \$229,124.98	\$5,700.00 \$1,406,523.27	C-Street Grading costs are District Eligible Expenses
Subtotal DIRE Solutions								\$1,635,648.25	\$229,124.98	\$1,406,523.27	
Fiore & Sons											
2109043.01	9/30/2021	Yes	See Requisition Summ		5	Yes	Sanitary Sewer Sub-contractor	\$37,122.31	\$37,122.31		Sanitary Sewer Mainline costs are District Eligible Expenses
2109043.02 2109043.03	10/31/2021 3/20/2022	Yes Yes	See Requisition Summ See Requisition Summ		7	Yes Yes	Sanitary Sewer Sub-contractor Sanitary Sewer Sub-contractor	\$117,760.63 \$15,483,78	\$99,117.85 \$15,483,78		Sanitary Sewer Mainline costs are District Eligible Expenses Sanitary Sewer Mainline costs are District Eligible Expenses
2109043.03	4/30/2022	Yes	See Requisition Summ		11 12	Yes	Sanitary Sewer Sub-contractor Sanitary Sewer Sub-contractor	\$15,483.78 \$53.442.80	\$15,483.78 \$53,442.80		Sanitary Sewer Mainline costs are District Eligible Expenses Sanitary Sewer Mainline costs are District Eligible Expenses
2109043.05	6/30/2022	Yes	See Requisition Summ	ary Table	15	Yes	Sanitary Sewer Sub-contractor	\$1,291.95	\$0.00	\$1,291.95	Sanitary Sewer Mainline costs are District Eligible Expenses
Subtotal Fiore & Sons								\$225,101.47	\$205,166.74	\$19,934.73	
Martin Marietta Materials											
Pay App 1	5/24/2022	Yes	See Requisition Summ		13	Yes	Asphalt Sub-contractor	\$1,465,777.89	\$193,167.33	\$1,272,610.56	C-Street Paving costs are District Eligible Expenses
Pay App 2	6/25/2022	Yes	See Requisition Summ		14	Yes	Asphalt Sub-contractor	\$224,586.45	\$59,555.70		C-Street Paving costs are District Eligible Expenses
Pay App 3 Subtotal Martin Marietta Materials	8/22/2022	Yes	See Requisition Summ	ary Table	16	Yes	Asphalt Sub-contractor	\$85,786.60 \$1,776,150.94	\$7,829.78 \$260,552.81	\$77,956.83 \$1,515,598.13	C-Street Paving costs are District Eligible Expenses
								\$1,770,130.54	ψ <u>2</u> 00,002.01	ψ1,010,030.13	
Precise Striping											

Pay App 1	6/24/2022	Yes	See Requisition Summa	arv Table	14	Yes	Signage and Striping Sub-contractor	\$24,496,20	\$5,662.67	\$18.833.53 C-S	Street Signage and Striping costs are District Eligible Expenses
Pay App 2	9/20/2022	Yes	See Requisition Summa	ary Table	16	Yes	Signage and Striping Sub-contractor	\$3,771.00	\$0.00		Street Signage and Striping costs are District Eligible Expenses
Subtotal Precise Striping								\$28,267.20	\$5,662.67	\$22,604.53	
Summers Construction											
Pay App 1	11/30/2021	Yes	See Requisition Summa	ary Table	7	Yes	Water and Storm Sewer Sub-contractor	\$590,965.20	\$183,764.41	\$407,200.79 C-S	Street Water and Storm costs are District Eligible Expenses
Pay App 2	12/31/2021	Yes	See Requisition Summa	ary Table	8	Yes	Water and Storm Sewer Sub-contractor	\$520,039.35	\$56,202.30	\$463,837.05 C-S	Street Water and Storm costs are District Eligible Expenses
Pay App 3	1/31/2022	Yes	See Requisition Summa		9	Yes	Water and Storm Sewer Sub-contractor	\$389,860.65	\$28,406.70		Street Water and Storm costs are District Eligible Expenses
Pay App 4	2/28/2022	Yes	See Requisition Summa	ary Table	10	Yes	Water and Storm Sewer Sub-contractor	\$126,107.10	\$0.00	\$126,107.10 C-S	Street Water and Storm costs are District Eligible Expenses
Pay App 5	3/31/2022	Yes	See Requisition Summa	ary Table	11	Yes	Water and Storm Sewer Sub-contractor	\$27,900.00	\$0.00	\$27,900.00 C-S	Street Water and Storm costs are District Eligible Expenses
Pay App 6	4/30/2022	Yes	See Requisition Summa	ary Table	12	Yes	Water and Storm Sewer Sub-contractor	\$33,411.60	\$0.00	\$33,411.60 C-S	Street Water and Storm costs are District Eligible Expenses
Pay App 8	7/31/2022	Yes	See Requisition Summa	ary Table	15	Yes	Water and Storm Sewer Sub-contractor	\$12,342.43	\$0.00	\$12,342.43 C-S	Street Water and Storm costs are District Eligible Expenses
Subtotal Summers Construction								\$1,700,626.33	\$268,373.41	\$1,432,252.92	
Subtotal Building E Requisition Invoices								\$ 8,282,754.76	\$ 1,418,795.52	\$ 6,863,959.24	
Total invoices paid								\$30,586,238.31	\$1,848,134.00	\$28,738,104.31	

Summary of Building E Requisitions

	Draw	Draw	Wire Transfer	Date of	Lien	Total Complete	Retained	Draw	District Eligible	Non-Eligible	
	Date	Provided	Number	Transfer	Waiver	to Date	Amount	Amount	Amount	Amount	Notes
equisition Number											
	5/10/21	Yes	20210519RO098569	5/19/21	Yes	\$929,432.17	\$4,260.23	\$925,171.94	\$0.00	\$925,171.94	
	7/2/21	Yes	20210720RO264913	7/20/21	Yes	\$1,506,098.55	\$29,242.64	\$547,423.74	\$1,722.16	\$545,701.58	
	7/31/21	Yes	20210902RO401477	9/2/21	Yes	\$6,353,369.83	\$484,727.13	\$4,362,544.15	\$150,733.23	\$4,211,810.92	2
	8/31/21	Yes	20211015RO528468	10/15/21	Yes	\$9,198,958.23	\$276,558.84	\$2,569,029.56	\$68,030.43	\$2,500,999.13	3
	9/30/21	Yes	20211202RO674636	12/2/21	Yes	\$12,403,312.40	\$111,544.80	\$3,092,809.37	\$38,834.73	\$3,053,974.64	l I
	10/31/21	Yes	20211222RO733631	12/22/21	Yes	\$14,175,973.02	\$78,334.42	\$1,694,326.20	\$394.51	\$1,693,931.69	
	11/30/21	Yes	20220131RO837044	1/31/22	Yes	\$16,179,675.00	\$200,370.16	\$1,803,331.82	\$314,719.47	\$1,488,612.35	i e
	12/31/21	Yes	20220218RO889922	2/18/22	Yes	\$21,312,856.78	\$243,686.37	\$4,889,495.41	\$193,720.18	\$4,695,775.23	3
	1/31/22	Yes	20220316RO965035	3/16/22	Yes	\$23,276,683.75	\$185,573.82	\$1,778,253.15	\$31,376.76	\$1,746,876.39	
)	2/28/22	Yes	20220401RO017222	4/1/22	Yes	\$23,973,390.92	\$68,738.31	\$627,968.86	\$385.60	\$627,583.26	
1	3/31/22	Yes	20220516RO144441	5/16/22	Yes	\$25,102,224.08	\$112,572.52	\$1,016,260.64	\$17,478.83	\$998,781.81	
2	4/30/22	Yes	20220603RO200956	6/3/22	Yes	\$26,437,335.80	\$129,731.55	\$1,205,380.17	\$97,715.45	\$1,107,664.72	
3	5/31/22	Yes	20220711RO308817	7/11/22	Yes	\$29,050,269.00	\$258,580.59	\$2,354,352.61	\$260,438.49	\$2,093,914.12	
	6/30/22	Yes	20220830RO449667	8/30/22	Yes	\$30,422,169,27	-\$317,408.37	\$1,689,308,64	\$193.637.97	\$1,495,670,67	
5	8/4/22	Yes	20220922RO511771	9/22/22	Yes	\$31,352,736.09	\$86,034.19	\$844,532.63	\$36,694.29	\$807,838.34	
3	9/25/22	Yes	20221019RO580202	10/19/22	Yes	\$32,012,578.44	-\$155,132.93	\$814.975.28	\$71,177,76	\$743,797,52	
ubtotal Building E Requisitions							\$1,797,414.27	\$30,215,164.17	\$1,477,059.86	\$28,738,104.31	
							. , . , , , , , , , , , , , , , , , , ,	,	. , ,	, .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
OTAL								\$30,215,164.17	\$1,477,059.86	\$28,738,104.31	

Attachment D Project Photos



ACC Metropolitan District Site Photos



Aerial of Building E facing SW



Aerial of Building E facing NW



Aerial of C-Street facing NW



Aerial of C-Street facing SW



ACC METROPOLITAN DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE	Independe	nt Contractor Agreement	– IDES		
AGREEMENT NO.	IDES 01	AGREEMENT DATE	03/11/2020	_ TASK ORDER NO.	02
CONSULTANT	Independer	nt District Engineering Se	rvices, LLC		
TASK ORDER REFE	RENCE: Tas	sk Order 02 Su	bmittal (attached	3)	
TASK ORDER NAMI	E: <u>On-</u> C	Call Metro District Oversig	ght Services		
METRO DISTRICT P	ROJECT EN	GINEER: Barrett Marro	ссо		
BASIS OF COMPEN	SATION: _T	ime and Materials – Cha	rge Rate Sched	ule	
SCHEDULE: As r	equested by	District Board			
AGREEMENT PRICE	RECONCILIA	ATION:			
Previously Approve	d Change Or	ders/Amendments/Task	Orders	_\$	15,000.00
Task Order Price – T	ask Order No	o. <u>02</u>		_\$	30,000.00
Total of Agreement	Prices includ	ding this Task Order		\$	45,000.00
AGREEMENT TERMS	AND COND	ITIONS			
All other terms and cor	nditions of the	Agreement remain unch	anged and in ful	I force and effect.	
		n assurance by the Met cover the cost of the Task			
APPROVALS REQUIF	RED:				
To be effective, this Ta	sk Order mus	st be approved according	to the Agreeme	nt.	
Recommended by			Date	4	
Approved by			Date		
The undersigned agree	es to the abov	ve terms and conditions:			
lada a sada at Distalat F.	la saula a Oa	miles II O	4/	3/23	
ndependent District Er Consultant	igineering Se	ervices. LLC	Date	1	-0
1244			Directo	r	
Authorized Agent			Title		



METROPOLITAN DISTRICT SERVICES PROPOSAL

WWW.IDESLLC.COM



April 3, 2023

ACC Metropolitan District Board C/o: Paula Williams McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, Colorado 80203

ACC METROPOLITAN DISTRICT OVERSIGHT SERVICES PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide District Oversight Services for the ACC Metropolitan District (District) in the City of Aurora, Colorado.

SCOPE OF SERVICES

Cost Certification – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements. The District will plan to provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- · Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for cost certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

Aerial Photography - IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of \$30,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Senior Contract Administrator	\$ 145.00 per hour
Project Engineer	\$ 140.00 per hour
Project Engineer II	\$ 150.00 per hour
Project Manager	\$ 155.00 per hour
Project Manager II	\$ 165.00 per hour
Professional Engineer	\$ 175.00 per hour
Senior Project Manager	\$ 180.00 per hour
District Engineer	\$ 190.00 per hour
Director	\$ 200.00 per hour

Reimbursable Expenses

Mileage IRS Rate + 10%
Plan Copies, outside copies, other items at cost + 10%
Subcontractor at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted, Independent District Engineering Services, LLC

Barrett Marrocco Director

Attachment

IDES ADDITONAL SERVICES

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stake holders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Draw Reports – IDES will review the Improvement Agreement between the Constructing and Non-Constructing parties and confirm all parties are in compliance with their obligations. Prior to the Non-Constructing parties submitting their funds to the escrow, IDES will review the invoices, lien waivers, and all other conditions required by the Improvement Agreement have been met. Prior to confirming all requirements have been met, IDES will visit the project site to confirm that the expenditure requests are consistent with the status of construction in the field. IDES will then review all expenditures in a Cost Certification Report after the escrow payment has been made.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreement and contract files, plan files, schedules, and other program administration activities as need to

support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required

Invoice Creation Assistance –This task includes helping the construction manager set up pay applications so that costs can easily be tracked between District eligible and Developer costs. IDES will review the current invoice format of the consultants and contractors and make recommendations for future invoices to track District eligible and Developer costs.

Pay Application Review – IDES can meet with the construction manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) site inspection and Infrastructure Acquisition Report will be submitted to the District.

Consultant Selection – IDES can develop scope of services, conduct request for proposal processes and provide recommendations to the District to select consultants to provide services to complete the project. IDES can prepare agreements and task orders for review and approval by the District.

ACC METROPOLITAN DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE	Independe	nt Contractor Agreement	– IDES		
AGREEMENT NO.	IDES 01	AGREEMENT DATE	03/11/2020	_ TASK ORDER NO.	02
CONSULTANT	Independe	nt District Engineering Se	rvices, LLC		
TASK ORDER REFE	RENCE: Ta	sk Order02 Sul	omittal (attached)	
TASK ORDER NAM	E: <u>On-</u>	Call Metro District Oversig	ght Services		
METRO DISTRICT P	ROJECT EN	GINEER: Barrett Marro	ссо		
BASIS OF COMPEN	SATION:	Fime and Materials – Cha	rge Rate Schedı	ile	
SCHEDULE: As I	equested by	District Board			
AGREEMENT PRICE	DECONOU I	ATION			
			0.1	Φ.	45.000.00
		ders/Amendments/Task	Corders	_\$	15,000.00
Task Order Price – T	ask Order N	o. <u>02</u>			20,000.00
Total of Agreement	Prices include	ding this Task Order		_\$	35,000.00
AGREEMENT TERMS	AND COND	ITIONS			
All other terms and co	nditions of the	e Agreement remain unch	anged and in ful	force and effect.	
		n assurance by the Met cover the cost of the Task			
APPROVALS REQUI	RED:				
To be effective, this Ta	ask Order mu	st be approved according	to the Agreeme	nt.	
Recommended by			Date		
Approved by			Date		
Γhe undersigned agre	es to the abov	ve terms and conditions:			
				28/22	
ndependent District E Consultant	ngineering Se	ervices. LLC	Date	20/22	-
Bun			Directo	r	
Authorized Agent			Title		



METROPOLITAN DISTRICT SERVICES PROPOSAL

WWW.IDESLLC.COM



November 28, 2020

ACC Metropolitan District Board C/o: Paula Williams McGeady Becher P.C. 450 E. 17th Avenue, Suite 400 Denver, Colorado 80203

ACC METROPOLITAN DISTRICT OVERSIGHT SERVICES PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide District Oversight Services for the ACC Metropolitan District (District) in the City of Aurora, Colorado.

SCOPE OF SERVICES

Cost Certification – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements. The District will plan to provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- · Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for cost certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

Aerial Photography - IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of \$20,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Engineer	\$ 140.00 per hour
Project Engineer II	\$ 150.00 per hour
Project Manager	\$ 155.00 per hour
Project Manager II	\$ 165.00 per hour
Professional Engineer	\$ 175.00 per hour
Senior Project Manager	\$ 180.00 per hour
District Engineer	\$ 190.00 per hour
Director	\$ 200.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,

Independent District Engineering Services, LLC

Barrett Marrocco

Director

Attachment

IDES ADDITONAL SERVICES

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stake holders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Draw Reports – IDES will review the Improvement Agreement between the Constructing and Non-Constructing parties and confirm all parties are in compliance with their obligations. Prior to the Non-Constructing parties submitting their funds to the escrow, IDES will review the invoices, lien waivers, and all other conditions required by the Improvement Agreement have been met. Prior to confirming all requirements have been met, IDES will visit the project site to confirm that the expenditure requests are consistent with the status of construction in the field. IDES will then review all expenditures in a Cost Certification Report after the escrow payment has been made.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreement and contract files, plan files, schedules, and other program administration activities as need to

support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required

Invoice Creation Assistance –This task includes helping the construction manager set up pay applications so that costs can easily be tracked between District eligible and Developer costs. IDES will review the current invoice format of the consultants and contractors and make recommendations for future invoices to track District eligible and Developer costs.

Pay Application Review – IDES can meet with the construction manager once a month on the project site to see the progress of construction and to review invoices and pay applications. A monthly (or other period as desired) site inspection and Infrastructure Acquisition Report will be submitted to the District.

Consultant Selection – IDES can develop scope of services, conduct request for proposal processes and provide recommendations to the District to select consultants to provide services to complete the project. IDES can prepare agreements and task orders for review and approval by the District.

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

300 Union Boulevard, Suite 405 Lakewood, CO 80228 PH 303.262.2000 FAX 303.262.2001

ADDITIONAL SERVICES REQUEST

DATE:	3/27/2023		
ADDITIONAL SERV	/ICES REQUEST NO: 3		
CONTRACT:	Geotechnical Engineering Proposal, dated January 10, 2019	(Signed 31 N	√larch 2019)
PROJECT NO:	620011601		
SITE:	West of the Intersection Smith Road and Picadilly Road		
PROJECT TITLE:	Union Pacific Railroad (UPRR) Rail Spur Relocation		
ORDER BY:	James Knopka		
COMPANY:	First Industrial Realty Trust, Inc.		

SCOPE OF SERVICES:

This Additional Services Request (Number 3) has been prepared for providing final geotechnical engineering design updates for Union Pacific Railroad (UPRR) Rail Spur Relocation. On 19 August 2019 we submitted the "Proposed East 26th Avenue and Picadilly Road Improvements" report. Then on 26 January 2021 we submitted the "Proposed Union Pacific Railroad Rail Spur Relocation" report to the ACC Metropolitan District. From email correspondence with Kimley-Horn on 13 February 2023 and a meeting with Kimley-Horn on 16 February 2023 we understand that the design of the Union Pacific Railroad (UPRR) spur located west of the intersection of Smith Road and Picadilly Road deviates from the understanding that was the basis of our 2021 report. In addition, we understand that Kimley-Horn favors UPRR's low density track section be used, which is different than the design in our 2021 report. Langan will evaluate the design updates since our 2021 report and prepare a letter report that provides updated geotechnical recommendations for the spur modification. The report will be signed and sealed by a Professional Engineer licensed in the state of Colorado. We expect the letter report will be completed approximately two weeks after receiving your authorization to proceed.

FEE:

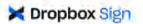
This additional service will be invoiced on a lump sum basis in accordance with the current contract. Expenses are included.

ASR TOTAL: \$6,000

AUTHORIZATION:

LANGAN will proceed with the scope of services described above based on the signature authorization shown below. If notified to stop work on these services, the client agrees to pay Langan for all work completed up to the stop-work notification.

Julie von Clausburg		(AV)	
Ägreement Authorized By:	for Langan:	Luis Berroteran, PE	
		Associate Principal/VF	



Title ACC Metro District Langan Agreement

File name 2023.03.27_First ...commendations.pdf

Document ID 94d37d3c675b346cbe6779bc4c13ee3a84c87267

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

03 / 28 / 2023 Sent for signature to Julie von Clausburg

SENT 21:33:30 UTC (jvonclausburg@firstindustrial.com) from dsolin@sdmsi.com

IP: 50.78.200.153

O3 / 29 / 2023 Viewed by Julie von Clausburg

VIEWED 15:24:40 UTC (jvonclausburg@firstindustrial.com)

IP: 65.158.198.5

SIGNED 15:24:54 UTC (jvonclausburg@firstindustrial.com)

IP: 65.158.198.5

7 03 / 29 / 2023 The document has been completed.

COMPLETED 15:24:54 UTC

CHANGE ORDER

Change Order No: 7	Date Issued: 3/29/23
Name of Agreement: Service Agreement fo	
Traine of rigited ment. Solvice rigited ment to	1 Geoleeninear Engineering Services
Date of Agreement: March 31, 2019	District(s): ACC Metropolitan District
Other Party/Parties: Langan Engineering a	and Environmental Services, Inc.
CHANGE IN SCOPE OF SERVICES (des	sariha):
CHARGE IN SCOLE OF SERVICES (ucs	scribe).
Per attached Additional Services Request (1	Number 3) for West of Intersection of Smith Road
and Picadilly Road Improvements for UPRR	Railroad Spur Relcation, dated March 27, 2023 and as Exhibit "A".
CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price:	Original Term:
\$ 16,000 Langan Fees plus an	Expires, 20
additional \$1,500 Reimbursable Expense	
Allowance, and Subcontractor Costs of \$18,000.	
<u>\$18,000.</u>	
Increase of this Change Order:	New Term:
\$6,000.00	Expires , 20
\ <u>-y</u>	
Price with all Approved Change Orders:	Agreement Time with all Approved Change
\$_167,700 Langan Fees plus an	Orders:
additional \$7,100 Reimbursable Expense	
Allowance, and Subcontractor Costs of	
<u>\$31,720.</u>	
ABBROVER	ABBROVED
APPROVED:	APPROVED:
By:Gulie von Clausburg	By: Delta de
District	Consultant

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

300 Union Boulevard, Suite 405 Lakewood, CO 80228 PH 303.262.2000 FAX 303.262.2001

ADDITIONAL SERVICES REQUEST

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ADDITIONAL SERV	ICES REQUEST NO: 3
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ORDER BY:	James Knopka
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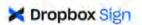
This additional service will be invoiced on a lump sum basis in accordance with the current contract. Expenses are included.

ASR TOTAL: \$6,000

AUTHORIZATION:

LANGAN will proceed with the scope of services described above based on the signature authorization shown below. If notified to stop work on these services, the client agrees to pay Langan for all work completed up to the stop-work notification.

Julie von Clausburg		(TV)
Agreement Authorized By:	for Langan:	Luis Berroteran, PE
		Associate Principal/VP



Title ACC Metro District CO#7 for ASR #3

File name Change Order No. 7, Langan, 03.29.23.pdf

Document ID 1692fa32a29162d85ff1b393a9b89a4f2bba69af

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

(c) 03 / 29 / 2023 Sent for signature to Julie von Clausburg

SENT 16:35:23 UTC (jvonclausburg@firstindustrial.com) and Luis Berroteran

(lberroteran@langan.com) from dsolin@sdmsi.com

IP: 50.78.200.153

O3 / 29 / 2023 Viewed by Luis Berroteran (lberroteran@langan.com)

VIEWED 18:16:38 UTC IP: 119.12.176.42

O 04 / 06 / 2023 Viewed by Julie von Clausburg

VIEWED 14:43:00 UTC (jvonclausburg@firstindustrial.com)

IP: 107.0.70.18

signed 14:43:23 UTC (jvonclausburg@firstindustrial.com)

IP: 107.0.70.18

SIGNED 17:50:58 UTC IP: 69.74.18.53

O4 / 06 / 2023 The document has been completed.

COMPLETED 17:50:58 UTC

Account No.	XX-0013665663-X
Job No.	13391014
Job Address	22688 E 26TH AVE
	AURORA, CO 80019



Dear ACC METROPOLITAN DISTRICT

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

* New Electric Distribution

Your portion of the cost of this project is \$25,668.36. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

Documents to be returned to Xcel Energy:

- * On-Site Distribution Extension Agreement (Electric)
- * Frost Agreement
- * Contingency List

Additional enclosures:

* Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Pierce Berg
CONTRACTOR*PROF/CONSULTANT
1123 W 3rd Ave
Denver, CO 80223
EN Engineering
Pierce.A.Berg@xcelenergy.com
303-788-9169



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at 833.660.1365

To <u>pay online</u>, visit **www.xcelenergy.com/billing_and_payment** and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- Residential Customer Accounts
 - Payments accepted for up to \$1,000 in a single transaction
 - There is a \$1.50 fee per transaction
 - No fee for Wisconsin residential customer accounts
- Non-Residential Customer Accounts
 - o Payments accepted for up to \$100,000 in a single transaction
 - There is a 2.2% fee per transaction.

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including account number (written on the memo line of your check) via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing 414 Nicollet Mall, 3rd Floor Minneapolis, MN 55401-1993

Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927 Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. Please include the account number on the memo line of your check.

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, please include the account number on the memo line of your check. Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy P.O. Box 9477 Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic
 copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the
 attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)

011 011	E DISTINDO ITOT (E)	112: (010: (110	STEEL TELL (eee me,
Origination Date"), by (the "Company") and Applicant and Comp "Parties." This Agree within Company's ele and such Policy and T at the Colorado Public	tion Extension Agreement (the yand between Public Service ACC ME) any are hereinafter sometime ement is subject to the Compa extric tariff (the "Tariff") and the tariff are each incorporated here to Utilities Commission and one and herein shall have the mean	Company of Color TROPOLITAN DI es referred to indi ny's Electric Servi o the entirety of Coein by reference. Tompany's websi	ado, a Colorado co STRICT ividually as a "Pa ce Distribution Ex ompany's Tariff, as 'he Policy and Tari te. Any capitalized	orporation, d/b/a Xcel Energy (the "Applicant"). rty" and collectively as the tension Policy (the "Policy") and amended from time to time, ff are available for inspection
the On-Site Distribution Paymer Tariff, the cost responsion of constructing and townhome lots request the cost of constructing the cost of construction (including frontage, non-standard).	forth the terms and conditiution Extension (as defined ent to be paid by Applicant. onsibility of the Applicant we installing the facilities notested by Applicant (average exting and installing other fact but not limited to single far ard load and construction instruction Payment shall be	herein), includir Subject to the excill be based upon, ecessary to adequof sixty (60) feet ocilities necessary the ily and townhom requirements, and non-refundable a	ng without limita eptions set forth he as applicable: (1 uately supply send less frontage); and adequately supple lots more than a commercial facts of the date that	tion the calculation of the nerein and in the Policy and) standardized per lot costs vice to single family and and (2) Company's estimate oly the On-Site Distribution an average of sixty (60) feet illities), less a Construction
	List of Ex	hibits	Included]
	Contingency List		Yes	
	Cost Estimate Works	heet	☐ Yes ☑ No	
	Frost and Ground Tha	awing Agreement	☑ Yes □ No	
the necess 22 AD	688 E 26TH AVE in	n Extension to n the City or Tow Colorado ("Service	o provide ele n of <u>AURC</u>	ctric service to serve
	Type of Service	✓ Permanent		
	Type of service	☐ Indeterminate		
		☐ Temporary		
	Network Service	□ Network		
	Treewerk service	☑ Non-Network		
	Voltage	☐ Primary Volta	ge	
	(choose one or both)	☑ Secondary Vol		
	Overhead/Underground	□ Overhead		
	(choose one or both)	☐ Overhead ☐ Underground		
	Phase	☑ Single-Phase		
	(choose one)	☐ Three-Phase		
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	☐ Combination Single- and Three-Phase		
	<u> </u>			
	Additional Characteristics	☐ Electric Vehic	le Charging Station	n(s)

☐ High Density Load ☐ Street Lighting

□ Solar
□ _____

□ Solar

(choose any as applicable)



The Parties acknowledge that, if Service includes the provision of Street Lighting, such Service is also subject to, without limitation, the requirements of the Street Lighting Extension Policy.

2. <u>Service Class of Applicant</u>. Applicant [□ is / ☑ is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY			
RESIDENTIAL				
Schedules R, RE-TOU				
Schedules RD, RD-TDR				
COMMERCIAL/INDUST	RIAL			
Schedules C, NMTR	V			
Schedules SGL, SG, SST,	Г			
STOU, SPVTOU, SG-CPP				
Schedules PG, PST, PTOU, PG-CPP				
STREET LIGHTING				
Schedule TSL MSL, MI				
Schedule RAL, CAL, PLL, SL, SSL, SLU				
Schedule COL, ESL				

- 3. <u>Associated Agreements</u>. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated Off-Site Distribution Line Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the "Associated Agreements"). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
- 4. Engineering Design of On-Site Distribution Extension. To the extent applicable, Applicant has submitted to Company an approved final plat of the subdivision contemplated hereunder, which subdivision has been approved by the local government entity with authority to approve the final plat. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested On-Site Distribution Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company's engineering design for the On-Site Distribution Extension includes the following:

Category	Project-Specific Information
APPLICANT-PROVIDED INFORMATION*	
Number of Single-Family or Townhome Lots with an average of sixty (60) feet or less of frontage (Standardized Lots)	
Number of lots/facilities with non-standard load and construction requirements (e.g., commercial facilities, single-family or townhome lots with an average of more than sixty (60) feet of frontage, three-phase service, extensions exceeding three hundred twenty (320) amps, compaction, and/or boring, etc.) (Non-Standard Lots)	
Number of Street Lights (if any)	



Category	Project-Specific Information	
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities (if applicable)		
ADDITIONAL CIRCUMSTANCES**		
Distribution Reinforcements (if any)		
Excess Facilities (if any)		
ATO/MTO Dual Feeder Service (if any)		
Other Considerations/Special Items (if any)		
* Details for each individual single-family or townhome lot contemplated under this Agreement, including individual lot frontage widths, and for any non-standard project elements, may be provided in the Cost Estimate Worksheet.		
** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the		

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the On-Site Distribution Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company,

5. <u>Construction Obligations</u>. Applicant shall comply with all Construction Obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.

Policy and Tariff: Distribution Reinforcements; Excess Facilities; and provision of ATO/MTO Dual Feeder Service. Such

additional circumstances may require execution of additional ancillary agreements.

6. <u>Estimated Construction Cost.</u>

as applicable.

- a. <u>In General</u>. The estimated cost of all facilities necessary to construct and install the On-Site Distribution Extension is calculated in accordance with the Policy and the Tariff (the "Estimated Construction Cost"). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. "Trench and backfill in rock conditions" shall include any construction activities that require the use of special construction techniques or special equipment.
- b. <u>Special Provisions for Reinforcement.</u> Where Distribution Reinforcement is required for serving an existing customer's electric service from Company, Company shall make such Distribution Reinforcement as follows:
 - i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.
 - ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company's cost to reinforce the system necessary to serve Applicant's total load and the Construction Allowance shall be based on the difference between the Applicant's current maximum Demand over the previous twelve (12) months and Company's estimate of Applicant's projected total load.



- iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company's facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
- iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company's cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant's total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
- v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant's additional load and applicant's Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character. and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.
- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

Line	Category	Addendum Needed?	Estimated Cost
1	Standardized Per Lot Construction Costs (x\$2,511.00)		\$0.00
2	Cost Estimate Worksheet for Non-Standard Lot Construction Yes □ No ☑		\$27,048.36
3	ESTIMATED CONSTRUCTION COST (Sum of Lines 1 & 2)		\$27,048.36

- 7. Calculation of Construction Allowance and Street Lighting Construction Allowance.
 - a. <u>Construction Allowance</u>. The terms for the award of the Construction Allowance, if applicable, are as provided for by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Construction Allowance is calculated on a per customer or per kilowatt demand basis, and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Allowance by Service Class. The Construction Allowance shall be applicable to applicants receiving service under a Standby service schedule and shall be applicable up to the Distribution Capacity, as set forth in the applicable Electric Standby Service Agreement. **The Construction Allowance is not available if Indeterminate Service or Temporary Service is designated** (see Section 1 above).

To the extent applicable, the calculation of the Construction Allowance is as follows:



A	В	С	D	E	F
Line	Service Class and Rate Schedule	Number of Meters	Total Amount of Kilowatt Demand	Construction Allowance	Amount
Resid	ential – On-Site Distribution				
1	Schedules R, RE-TOU			\$1,070	\$0.00
2	Schedules RD, RD-TDR			\$260/kW	\$0.00
	Commercia	l and Industri	al – On-Site Dist	ribution	
3	Schedules C, NMTR	1		\$1,380	\$1,380.00
4	Schedules SGL, SEV			\$350/kW	\$0.00
5	Schedules SG, SST, STOU, SPVTOU, SG-CPP			\$350/kW	\$0.00
6	Schedules PG, PST, PTOU, PG-CPP			\$220/kW	\$0.00
7 CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 5)			\$1,380.00		

To the extent there is excess Construction Allowance arising out of and pursuant to this Agreement, such excess Construction Allowance may be applied to an associated Off-Site Distribution Line Extension Agreement, as set forth therein, provided that such Off-Site Distribution Line Extension Agreement is entered into by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

b. <u>Street Lighting Construction Allowance</u>. To the extent applicable, the calculation of the Street Lighting Construction Allowance for this Agreement is listed below. The Street Lighting Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).

A	В	С	D	E
Line	Service Class and Rate Schedule	Number of Point(s) of Delivery or Lighting Unit(s), as applicable	Construction Allowance	Amount
1	Schedules TSL, MSL, MI		\$1,080	\$0.00
2	Schedules RAL, CAL, PLL, SL,		Lighting Equipment: \$770	\$0.00
	SSL, SLU		Distribution System: <u>\$80</u>	\$0.00
3	Schedules COL, ESL		Distribution System: <u>\$80</u>	\$0.00
4	4 STREET LIGHTING CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 3)			\$0.00

8. <u>Construction Payment.</u>

a. <u>Permanent Service</u>. If the On-Site Distribution Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal



to the Estimated Construction Cost (as set forth in 6 above), less the Construction Allowance and, as applicable, the Street Lighting Construction Allowance (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.

- b. <u>Indeterminate Service</u>. If the On-Site Distribution Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. <u>Temporary Service</u>. If the On-Site Distribution Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric On-Site Distribution Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. <u>Calculation of Construction Payment</u>. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Estimated Construction Cost (see Section 6 above)	\$27,048.36
2	Construction Allowance (see Section 7 above)	\$1,380.00
3	Line 1 minus Line 2 (If value is a negative number, such amount may qualify as an excess Construction Allowance applicable to an associated Off-Site Distribution Line Extension Agreement.)	\$ 25,668.36
4	As applicable, the Street Lighting Construction Allowance (see Section 7 above)	\$0.00
5	Line 3 minus Line 4: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0)	\$ 25,668.36

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the On-Site Distribution Extension.
- f. For Governmental Entities (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
- 9. <u>Surcharges</u>. Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original On-Site Distribution Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.



10. <u>Construction in Frost Conditions</u>. Applicant [□ authorizes / □ does not authorize] Company to perform construction activities in Frost Conditions.

For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.

If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.

If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.

- 11. <u>Circumstances Requiring a New Agreement</u>. If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.
- 12. Right-of-Way Agreement. Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. The obligation to obtain the necessary rights-of-way is solely and ultimately the obligation of Applicant, and Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
- 13. <u>Conditions to Company Work Order, Scheduling, and Construction Commencement.</u> The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the On-Site Distribution Extension unless and until the following requirements have been satisfied:
 - a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
 - b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
 - c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
 - d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.



14. Estimated Installation Timeframes.

- a. <u>Time to Accept Agreement</u>. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company recalculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. <u>Time to Complete Conditions</u>. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this On-Site Distribution Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the On-Site Distribution Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. <u>Status Updates on Construction Progress</u>. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the On-Site Distribution Extension to Company by contacting the Company representative by telephone or e-mail.
- 15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Standard for Installation and Use.



- 16. <u>Lien Waiver Prohibited</u>. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
- 17. <u>Insurance</u>. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
- 18. Indemnification. This Section 18 applies only if Applicant is not a Governmental Entity. Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

- 19. <u>Limitation of Liability</u>. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
- 20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
- 21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
- 22. <u>Governing Law.</u> The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.



- 23. <u>Exhibits</u>. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
- 24. <u>Merger</u>. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
- 25. <u>Binding Effect</u>. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
- 26. <u>Third Party Beneficiaries</u>. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
- 27. <u>Severability</u>. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
- 28. <u>Headings</u>. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
- 29. <u>Counterparts</u>. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
- 30. <u>Amendment.</u> This Agreement may not be amended except by written agreement between the Parties.
- 31. <u>Term and Termination</u>. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, and 31of this Agreement shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]



Applicant has reviewed and approved the terms and conditions	of this On-Site Distribu	ution Extension Agreemen
(Electric) and accepts the cost of the Construction Payment of _	\$ 25,668.36	as calculated in Section 8
Applicant understands additional charges may arise in accordance		
will send to Company an original signed copy of this Agreement	together with any appli	cable ancillary agreements
Associated Agreements, or documents, as applicable.		

Contract Origination Date: April 10, 2023

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this On-Site Distribution Extension Agreement (Electric).

Planner Name: Pierce Berg	Customer Phone:N/A
Planner Title: CONTRACTOR*PROF/CONSULTANT	Customer Email: JRUTHVEN@SDMSI.COM
Mailing Address:1123 W 3rd Ave Denver, CO 80223	Mailing Address: 141 UNION BLVD, SUITE 150
City, State Zip: Denver, CO 80223	City, State Zip: LAKEWOOD CO 80228

XCEL ENERGY SI	GNATURE	CUSTOMER SIGNATURE	
Public Service Con	npany of Colorado	Legal Entity Name (if applicable):	
		ACC Metropolitan District	
Ву:		Authorized Signer (see signing options below*): Signing Option 1 AGREE Signing Option 2 (Signature below)	
Shayla	Digitally signed by Shayla Montano	By:	
Montar	A THE THE TENTO		
Printed Name:	Shayla Montano	Printed Name: James Knopka	
Title:	Senior Operations Manager	Title (if applicable): Director of Development	
Date:	06/26/2023	Date: 05/04/2023	

^{*} Signing Option 1 (just click to agree): By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.

Signing Option 2: Add Electronic Signature and return by e-mail OR print, sign, scan and return by e-mail OR print and sign and return by mail.

[SIGNATURE PAGE TO ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)]



April	10. 2	2023

ACC METROPOLITAN	N DISTRICT		
141 UNION BOULEVARD	SUITE 150		
LAKEWOOD	, CO	80228	

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6") are encountered, additional costs will be charged at a cost of \$2.20 per linear foot. Also, if "select" backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6") or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

FROST AGREEMENT

For Installation of Gas and/or Electric Distribution and Service Laterals

ACC METROPOLITAN DISTRICT, hereinafter referred to as "Customer", having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as GTWY/BER/AUR/22688-E-26TH-AVE/EDU, located at (service address) 22688-E-26TH-AVE, AURORA further agrees that if ground frost conditions deeper than six (6") are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, "Customer" hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, "Customer" requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the "Customer". These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6") or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

Planner Name: Pierce Berg	Customer Phone 720-955-4400
Planner Title: CONTRACTOR*PROF/CONSULTANT	Customer Email: NMURPHY@CEICONSTRUCTORS.COM
Mailing Address:1123 W 3rd Ave Denver, CO 80223	Mailing Address: 22688 E 26TH AVE
City, State Zip: Denver, CO 80223	City, State Zip: AURORA, CO 80019

Lock Agreement

CUSTOMER SIGNA	ATURE		
Legal Entity Name	Legal Entity Name (if applicable):		
ACC Metrop	politan District		
Authorized Signer (see signing options below*): Signing Option 1 AGREE Signing Option 2 (Signature below)			
Ву:			
Printed Name:	James Knopka		
Title (if applicable):	Director of Development		
Date:	05/04/2023		

^{*} Signing Option 1 (just click to agree): By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.

Signing Option 2: Add Electronic Signature and return by e-mail OR print, sign, scan and return by e-mail OR print and



CONTINGENCY LIST

*CUSTOMER:	ACC METROPOLITAN DISTRICT
ADDRESS:	22688 E 26TH AVE
CITY:	AURORA
DESIGN NO:	1103684
SN:	13391014

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company's Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

- 1. <u>Disclaimer</u>. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company's commencement of construction.
- 2. <u>Construction Obligations</u>. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ ☐ If checked, Customer has agreed to install sleeves at crossings.
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - * Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company's approval, if Customer elects to trim/clear the trees on Customer's own property, ______ will be deducted.
 - All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer's sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer

Version December 2, 2020 Page 1 to 3



remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of preexisting contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- With regard to meters and service laterals:

Other [Please specify.]

- The permanent address must be attached to the building before the permanent meter will be set.
- Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
- Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
- \triangleright No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
- Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
- Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
- All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
- Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
- at

	>	Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be a Customer's cost.
	>	Company will install all gas services.
	>	☐ If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.
		Meter Pad Dimensions: long X wide X thick.
.		<u>Obligations</u> . The Agreement and all Associated Agreements are contingent upon acquisition of the following and/or approvals:
		 ☑ Town Permit ☐ County Permit ☐ State Highway Crossing Permit ☐ Railroad Crossing Permit ☐ Bureau of Land Management (BLM) Approval ☐ Grading and Drainage Permit ☐ Water Board Crossing ☐ Special Permit ☐ Corps of Engineer's Permit
		Colps of Englicers Ferring

Version December 2, 2020 Page 2 to 3



Trench Compaction Requirements. Company is required	to provide the following trench specifications:
☐ Wheel Compaction feet of tre	nch
85% Standard Proctor Compaction	
95% Standard Proctor Compaction	
95% Modified Proctor Compaction	feet of trench
✓ Bore 80 feet of trench	
Planner Name: Pierce Berg	Customer Phone:N/A
Planner Title: CONTRACTOR*PROF/CONSULTANT	Customer Email: JRUTHVEN@SDMSI.COM
Mailing Address:1123 W 3rd Ave Denver, CO 80223	Mailing Address: 141 UNION BOULEVARD SUITE 150
City, State Zip: Denver, CO 80223	City, State Zip: LAKEWOOD, CO 80228
Lock Agreement	CUSTOMER SIGNATURE
	Legal Entity Name (if applicable):
	ACC Metropolitan District
	Authorized Signer (see signing options below*):
	Signing Option 1 AGREE Signing Option 2 (Signature below)
	Signing Option 2 (Signature below)
	Ву:
	- 50 ≥ 40
	Printed Name: James Knopka
	Title (if applicable): Director of Development
	Date: 05/04/2023
 * Signing Option 1 (just click to agree): By clicking the AG customer or an authorized signer for the customer and have Signing Option 2: Add Electronic Signature and return by 	

* Confidential Information

Customer is to return copy of signed document to your Xcel Energy Representative

Version December 2, 2020 Page 3 to 3

ACC METROPOLITAN DISTRICT

MATRIX PROJECT NUMBER: 20.1122.001

PROJECT TITLE: First Creek Enabling Package

CONTRACTOR: Concrete Express Inc.

APPLICATION FOR PAYMENT No. __25__

This Application must be submitted to District's Project Manager by the 25th day of each month in order to receive payment when

due. DELIVER TO: ACC Metropolitan District

C/O Julie Von Clausburg 141 Union blvd, Suite 150 Lakewood, CO 80228

For Per	iod October 25, 2022 through November 25, 2022	:	
1.	Original Contract Amount	\$	3,957,746.25
2.	Approved Change Orders, prior periods1-6	\$	480,830.30
3.	Approved Change Orders, this period 7	\$	113,528.39
4.	Current Contract Amount	\$	4,552,104.94
5.	Value of Work Completed (99.53%)	\$	4,530,644.63
6.	Less Retainage (<u>5.00%</u>)	\$	226,532.23
7.	Total Earned less Retainage (Line 5 less Line 6)	\$	4,304,112.40
8.	Less Net Amount Completed Last Application (prior App. Line 7)	\$	4,213,972.60
9.	Current Payment Due	\$	90,139.80

Amount of this Application is supported by attached detailed invoice(s) or schedule of values as required by Contract terms.

CERTIFICATION OF THE CONTRACTOR:

I hereby certify that the work performed and the material supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes hereto) between the undersigned and the ACC Metropolitan District relating to the above referenced project.

I further certify that no labor or materials have been supplied under contracts, agreements, verbal or written or any other arrangement of any type whatsoever, other than the above contract duly authorized and executed change orders as noted above, and the undersigned does hereby release the ACC Metropolitan District from any claim or liability therefore for the period covered by this Application.

I also certify that payments, less Application retention, have been made through the poeriod covered by previous payments received from the contractor to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of the Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation Laws and Workman's compensation Laws insofar as applicable to the performance of this Contract.

SUBMITTED BY:		APPROVED BY:	
	05/09/2023		
Project Manager	Date	Julie Von Clausburg, President,	Date
Concrete Express Inc		ACC Metropolitan District	

CLAIMS & LIEN WAIVER AND RELEASE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any and all claims for payment, including any mechanic's liens, stop notices, bond rights or verified claims the undersigned has on the Project against the Project Owner, the Project Owner's premises and property, ACC Metropolitan District, (the "Released Parties") for such labor, services, machinery, tools, equipment or materials furnished to the Project.

By this release the undersigned certifies that all costs, charges, and expenses incurred by the undersigned, or on its behalf for the Project through the date above have been duly paid, except for any retainage held before the release date. The undersigned further agrees to indemnify, defend and hold harmless the Released Parties and their respective officers, employees, agents, engineers, representatives, successors and assigns from and against any claim by any persons or entities providing labor, services, machinery, tools, equipment or materials to the Project, including reasonable attorney's fees and all other costs of defense.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

The foregoing release shall not relieve the undersigned of any obligations under its contract or purchase order, which by their nature survive completion of the work, including, without limitation, warranties, guarantees and indemnities.

List of unpaid subcontractors, suppliers, or materialmen:

(Contractor must specify "NONE" or otherwise list below)

		Balance
Name	Address	Owed*
(*this amount to be retaine	d from payment or paid by joint check)	

ayment No. 25	
Contractor: Concrete Express Inc	
y (signature):	
ame and Title:_ Nate Murphy, Project Manager	
vate: 05/09/2023	

PROJECT NUMBER: 20.1122.001

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-25

Date: 11/30/22

Application #: 25

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 12/30/22

Payment Terms: Net 30 days

								Total Completed				
tem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
1	Mobilization	284,000.00	2.000	EA	2.000	142,000.00000	0.00	284,000.00 1	100.00%	284,000.00	0.000	0.00
2	Potholes	11,300.00	20.000	EA	24.000	565.00000	0.00	13,560.00 1	120.00%	13,560.00	0.000	0.00
3	Orange Construction Fence	2,240.00	560.000	LF	800.000	4.00000	0.00	3,200.00 1	142.86%	3,200.00	0.000	0.00
4	Temporary Traffic Control Devices	17,400.00	30.000	DYS	55.000	580.00000	0.00	31,900.00 1	183.33%	31,900.00	0.000	0.00
5	Traffic Control Supervision	18,000.00	20.000	DYS	50.000	900.00000	0.00	45,000.00 2	250.00%	45,000.00	0.000	0.00
6	Traffic Control Inspection	21,120.00	128.000	DYS	158.000	165.00000	0.00	26,070.00 1	123.44%	26,070.00	0.000	0.00
7	Traffic Control Flagging	12,800.00	320.000	HRS	320.000	40.00000	0.00	12,800.00 1	100.00%	12,800.00	0.000	0.00
8	Erosion Control Management	88,000.00	11.000	MOS	23.000	8,000.00000	0.00	184,000.00 2	209.09%	160,000.00	3.000	24,000.00
9	Sediment Basin	77,000.00	1.000	EA	0.326	77,000.00000	0.00	25,026.71	32.50%	25,026.71	0.000	0.00
10	Install and Maintain Vehicle Tracking Control	7,522.50	4,425.000	SF	7,275.000	1.70000	0.00	12,367.50 1	164.41%	12,367.50	0.000	0.00
11	Install, Maintain and Remove Concrete Washout	3,000.00	1.000	EA	2.000	3,000.00000	0.00	6,000.00 2	200.00%	6,000.00	0.000	0.00
12	Install Maitain & Remove Inlet/Outlet Protection	4,350.00	10.000	EA	10.000	435.00000	0.00	4,350.00 1	100.00%	4,350.00	0.000	0.00
13	Silt Fence	14,992.00	9,370.000	LF	10,307.000	1.60000	0.00	16,491.20 1	110.00%	16,491.20	0.000	0.00
14	First Creek Diversion Channel	31,518.00	1,854.000	LF	1,854.000	17.00000	0.00	31,518.00 1	100.00%	31,518.00	0.000	0.00
15	Sediment Trap	10,500.00	1.000	EA	1.000	10,500.00000	0.00	10,500.00 1	100.00%	10,500.00	0.000	0.00
16	Seeding	70,950.00	47.300	ACR	18.500	1,500.00000	0.00	27,750.00	39.11%	27,750.00	0.000	0.00
17	Erosion Control Blanket	32,665.50	9,333.000	SY	1,100.000	3.50000	0.00	3,850.00	11.79%	3,850.00	0.000	0.00
18	Remove and Dispose of 36" FES	1,320.00	4.000	EA	4.000	330.00000	0.00	1,320.00 1	100.00%	1,320.00	0.000	0.00
19	Remove and Dispose of Gravel Driveway	849.30	149.000	SY	149.000	5.70000	0.00	849.30 1	100.00%	849.30	0.000	0.00
20	Remove and Dispose of 24" DIP Water Line & Fittings	16,224.00	507.000	LF	507.000	32.00000	0.00	16,224.00 1	100.00%	16,224.00	0.000	0.00
21	Remove and Dispose of Existing Barbed Wire Fence	6,441.00	2,147.000	LF	2,147.000	3.00000	0.00	6,441.00 1	100.00%	6,441.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-25

Date: 11/30/22

Application #: 25

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 12/30/22

Payment Terms: Net 30 days

								Total				
tem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amoun This Period
22	Sawcut Existing Asphalt (10" thick)	720.00	144.000	LF	213.920	5.00000	0.00	1,069.60	148.56%	1,069.60	0.000	0.00
23	Remove and Dispose of Existing Asphalt (10" thick)	102,018.00	14,574.000	SY	14,574.000	7.00000	0.00	102,018.00	100.00%	102,018.00	0.000	0.00
24	Remove and Dispose of Gravel Shoulder	11,593.75	1,325.000	SY	1,325.000	8.75000	0.00	11,593.75	100.00%	11,593.75	0.000	0.00
25	Remove and Dispose of Street signs	3,610.00	38.000	EA	38.000	95.00000	0.00	3,610.00	100.00%	3,610.00	0.000	0.00
26	Remove and Dispose of Type 3 W-Beam Guard Rail	5,260.50	501.000	LF	501.000	10.50000	0.00	5,260.50	100.00%	5,260.50	0.000	0.00
27	Remove and Dispose of 3 W-Beam Guardrail Anchorage	1,160.00	2.000	EA	2.000	580.00000	0.00	1,160.00	100.00%	1,160.00	0.000	0.00
28	Remove & Dispose of 36" Culvert Extensions	11,808.00	246.000	LF	246.000	48.00000	0.00	11,808.00	100.00%	11,808.00	0.000	0.00
29	Plug, flowfill & Abandon 36" Culverts	27,140.00	92.000	CY	92.000	295.00000	0.00	27,140.00	100.00%	27,140.00	0.000	0.00
30	Strip Topsoil to Stockpile onsite (0.5')	174,046.40	300,080.000	SY	270,038.052	0.58000	0.00	156,622.07	89.99%	156,622.07	0.000	0.00
31	Cut to Stockpile (From Channel)	214,181.90	57,887.000	CY	49,789.000	3.70000	0.00	184,219.30	86.01%	184,219.30	0.000	0.00
32	Cut to fill (In Channel & Build Shoofly)	84,052.05	13,667.000	CY	20,861.000	6.15000	0.00	128,295.15	152.64%	128,295.15	0.000	0.0
33	Haul & Place Fill (From Stockpile to 26th Ave over culvert)	238,239.75	45,379.000	CY	45,379.000	5.25000	0.00	238,239.75	100.00%	238,239.75	0.000	0.00
34	Cut To Stockpile (Demolish Shoofly)	66,733.20	18,036.000	CY	18,036.000	3.70000	0.00	66,733.20	100.00%	66,733.20	0.000	0.0
35	Extend existing 36" RCP Pipe	38,130.00	246.000	LF	246.000	155.00000	0.00	38,130.00	100.00%	38,130.00	0.000	0.00
36	36" Culvert Dual Headwall	13,000.00	1.000	EA	1.000	13,000.00000	0.00	13,000.00	100.00%	13,000.00	0.000	0.00
37	7 18" RCP	6,072.00	88.000	LF	88.000	69.00000	0.00	6,072.00	100.00%	6,072.00	0.000	0.00
38	3 24" RCP	44,745.00	471.000	LF	471.000	95.00000	0.00	44,745.00	100.00%	44,745.00	0.000	0.0
39	5-FT MH	13,500.00	3.000	EA	3.000	4,500.00000	0.00	13,500.00	100.00%	13,500.00	0.000	0.00
40	5-FT COA Type R Inlet	5,500.00	1.000	EA	1.000	5,500.00000	0.00	5,500.00	100.00%	5,500.00	0.000	0.00
41	10-FT COA Type R Inlet	14,200.00	2.000	EA	2.000	7,100.00000	0.00	14,200.00	100.00%	14,200.00	0.000	0.00
42	2 18" FES	3,000.00	2.000	EA	2.000	1,500.00000	0.00	3,000.00	100.00%	3,000.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-25

Date: 11/30/22

Application #: 25

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 12/30/22

Payment Terms: Net 30 days

								Total Completed				
Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
43	24" FES	1,800.00	1.000	EA	1.000	1,800.00000	0.00	1,800.00	100.00%	1,800.00	0.000	0.00
44	Cut & Tie onto Existing 24" DIP Water Line	10,000.00	2.000	EA	2.000	5,000.00000	0.00	10,000.00	100.00%	10,000.00	0.000	0.00
45	24" PVC Domestic Water Line	94,075.00	355.000	LF	355.000	265.00000	0.00	94,075.00	100.00%	94,075.00	0.000	0.00
46	24" PVC Domestic Water Line (Encased)	120,900.00	155.000	LF	155.000	780.00000	0.00	120,900.00	100.00%	120,900.00	0.000	0.00
47	24" 45 Degree Bend	7,200.00	2.000	EA	2.000	3,600.00000	0.00	7,200.00	100.00%	7,200.00	0.000	0.00
48	24" 45 Degree Vertical Bend	14,400.00	4.000	EA	4.000	3,600.00000	0.00	14,400.00	100.00%	14,400.00	0.000	0.00
49	24" x 6" Tee	3,300.00	1.000	EA	1.000	3,300.00000	0.00	3,300.00	100.00%	3,300.00	0.000	0.00
50	8" PVC Domestic Water Line	28,054.00	338.000	LF	338.000	83.00000	0.00	28,054.00	100.00%	28,054.00	0.000	0.00
51	8" PVC Domestic Water Line (Encased)	25,620.00	122.000	LF	122.000	210.00000	0.00	25,620.00	100.00%	25,620.00	0.000	0.00
52	8" x 24" Wet Tap with Tapping Saddle and valve	11,100.00	2.000	EA	2.000	5,550.00000	0.00	11,100.00	100.00%	11,100.00	0.000	0.00
53	8" 45 Degree Bend & 45 Degree Vertical Bend	2,835.00	3.000	EA	3.000	945.00000	0.00	2,835.00	100.00%	2,835.00	0.000	0.00
54	8" x 6" Tee	3,390.00	3.000	EA	3.000	1,130.00000	0.00	3,390.00	100.00%	3,390.00	0.000	0.00
55	8" Gate Valve	6,300.00	3.000	EA	3.000	2,100.00000	0.00	6,300.00	100.00%	6,300.00	0.000	0.00
56	8" Gate Valve (with plugged End)	4,500.00	2.000	EA	2.000	2,250.00000	0.00	4,500.00	100.00%	4,500.00	0.000	0.00
57	8" Cap with 2" Blowoff Valve	8,100.00	3.000	EA	3.000	2,700.00000	0.00	8,100.00	100.00%	8,100.00	0.000	0.00
58	6" PVC Domestic Water Line	5,828.00	94.000	LF	94.000	62.00000	0.00	5,828.00	100.00%	5,828.00	0.000	0.00
59	6" 45 Degree Bend	780.00	1.000	EA	1.000	780.00000	0.00	780.00	100.00%	780.00	0.000	0.00
60	6" Cap with 2" Blowoff Valve	5,600.00	2.000	EA	2.000	2,800.00000	0.00	5,600.00	100.00%	5,600.00	0.000	0.00
61	6" Fire Hydrant Assembly	14,400.00	2.000	EA	2.000	7,200.00000	0.00	14,400.00	100.00%	14,400.00	0.000	0.00
62	Air Vacuum in MH & Air Release Vent	11,250.00	1.000	EA	0.126	11,250.00000	0.00	1,416.81	12.59%	1,416.81	0.000	0.00
63	Air Release Vent	9,500.00	1.000	EA	1.000	9,500.00000	0.00	9,500.00	100.00%	9,500.00	0.000	0.00

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		0	On interest		O tit	119	N A A A A A A A A A A A A A A A A A A A	Total Completed		A	Overetite	A
em	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
64	Remove Fire Hydrant and install Blind Flange	3,400.00	1.000	EA	1.000	3,400.00000	0.00	3,400.00	100.00%	3,400.00	0.000	0.00
65	8" PVC Sanitary Sewer	18,228.00	93.000	LF	93.000	196.00000	0.00	18,228.00	100.00%	18,228.00	0.000	0.00
66	8" PVC Sanitary Sewer (Encased)	51,510.00	202.000	LF	202.000	255.00000	0.00	51,510.00	100.00%	51,510.00	0.000	0.00
67	Construct Manhole over Existing 8" PVC Sewer Stub (20')	9,500.00	1.000	EA	1.000	9,500.00000	0.00	9,500.00	100.00%	9,500.00	0.000	0.00
68	48" Sanitary Sewer Manhole (20' - 25')	19,000.00	2.000	EA	2.000	9,500.00000	0.00	19,000.00	100.00%	19,000.00	0.000	0.00
69	Subgrade Prep (scarify, recondition & fine grade)	59,795.80	17,587.000	SY	17,587.000	3.40000	0.00	59,795.80	100.00%	59,795.80	0.000 1,969.00	0.00 \$70,884.00
70	Aggregate Base Course	360,972.00	10,027.000	CY	15,909.000	36.00000	0.00	572,724.00	158.66%	485,280.00	2,429.000	87,444.00
71	Vertical Catch Curb & Gutter	50,454.50	2,147.000	LF	2,147.000	23.50000	0.00	50,454.50	100.00%	50,454.50	0.000	0.00
72	Handicap Ramps	6,624.00	320.000	SF	320.000	20.70000	0.00	6,624.00	100.00%	6,624.00	0.000	0.00
73	Concrete Sidewalk (6")	77,811.30	1,449.000	SY	1,449.000	53.70000	0.00	77,811.30	100.00%	77,811.30	0.000	0.00
74	Roadway Edge Drain	51,528.00	2,147.000	LF	2,147.000	24.00000	0.00	51,528.00	100.00%	51,528.00	0.000	0.00
75	4" x 4' Class 6 Gravel Shoulder	9,888.00	19,776.000	SF	19,776.000	0.50000	0.00	9,888.00	100.00%	9,888.00	0.000	0.00
76	Type 3 W-Beam Guardrail	16,533.00	501.000	LF	501.000	33.00000	0.00	16,533.00	100.00%	16,533.00	0.000	0.00
77	Type 3 W-Beam Guardrail Anchorage	6,600.00	2.000	EA	2.000	3,300.00000	0.00	6,600.00	100.00%	6,600.00	0.000	0.00
78	Construct North Gravel Entrance (4" Thick)	147.00	294.000	SF	294.000	0.50000	0.00	147.00	100.00%	147.00	0.000	0.00
79	Asphalt Paving	710,838.00	6,868.000	TON	7,622.360	103.50000	0.00	788,914.27	110.98%	788,914.27	0.000	0.00
80	Mill & Overlay Existing Pavement	9,245.00	215.000	SY	215.000	43.00000	0.00	9,245.00	100.00%	9,245.00	0.000	0.00
81	Adjust Water Manhole Lid	1,130.00	1.000	EA	1.000	1,130.00000	0.00	1,130.00	100.00%	1,130.00	0.000	0.00
82	Adjust Water Valve Stem	1,000.00	2.000	EA	2.000	500.00000	0.00	1,000.00	100.00%	1,000.00	0.000	0.00
83	4" Temporary Lane marking Paint	3,190.00	5,800.000	LF	9,520.000	0.55000	0.00	5,236.00	164.14%	5,236.00	0.000	0.00
84	4" Epoxy Pavement Marking	13,699.20	8,562.000	LF	8,562.000	1.60000	0.00	13,699.20	100.00%	13,699.20	0.000	0.00
85	Thermoplastic Cross Walk Marking (2' x 10')	2,835.00	9.000	EA	9.000	315.00000	0.00	2,835.00	100.00%	2,835.00	0.000	0.00

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								Total Completed				
m	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amoun This Period
86	Thermoplastic Turn Arrow (S-627-1)	1,275.00	3.000	EA	3.000	425.00000	0.00	1,275.00	100.00%	1,275.00	0.000	0.00
87	Thermoplastic Stop Bar (Solid)	650.00	1.000	EA	1.000	650.00000	0.00	650.00	100.00%	650.00	0.000	0.00
88	G20-10 "Construction Thank you" Sign & Post	960.00	2.000	EA	2.000	480.00000	0.00	960.00	100.00%	960.00	0.000	0.00
89	G20-5P "Work Zone" Sign & Post	960.00	2.000	EA	2.000	480.00000	0.00	960.00	100.00%	960.00	0.000	0.00
90	R1-1 "Stop" Sign and Post	720.00	2.000	EA	2.000	360.00000	0.00	720.00	100.00%	720.00	0.000	0.00
91	R2-1(40) "Speed Limit 40" Sign & Post	720.00	2.000	EA	2.000	360.00000	0.00	720.00	100.00%	720.00	0.000	0.00
92	R2-1(30) "Speed Limit 30" Sign Only	300.00	2.000	EA	2.000	150.00000	0.00	300.00	100.00%	300.00	0.000	0.00
93	R2-1(45) "Speed Limit 45" Sign and Post	300.00	2.000	EA	2.000	150.00000	0.00	300.00	100.00%	300.00	0.000	0.00
94	R3-7R "Right Lane Must Turn Right" Sign & Post	800.00	2.000	EA	2.000	400.00000	0.00	800.00	100.00%	800.00	0.000	0.00
95	R52-6a "Begin Fines Double in Work Zone" Sign and Post	840.00	2.000	EA	2.000	420.00000	0.00	840.00	100.00%	840.00	0.000	0.00
96	R52-6b "End Findes Double in Work Zone" Sign and Post	350.00	2.000	EA	2.000	175.00000	0.00	350.00	100.00%	350.00	0.000	0.00
97	Special Warning Flood Sign and Post	840.00	2.000	EA	2.000	420.00000	0.00	840.00	100.00%	840.00	0.000	0.00
98	W1-4 (R) Sign & Post	770.00	2.000	EA	2.000	385.00000	0.00	770.00	100.00%	770.00	0.000	0.00
99	W1-8 Chevron Sign and Post	5,100.00	15.000	EA	15.000	340.00000	0.00	5,100.00	100.00%	5,100.00	0.000	0.00
100	W1-10R Sign and Post	370.00	1.000	EA	1.000	370.00000	0.00	370.00	100.00%	370.00	0.000	0.00
101	W-13-1P (30) Sign and Post	770.00	2.000	EA	2.000	385.00000	0.00	770.00	100.00%	770.00	0.000	0.00
102	W20-1 "Road Work 1000 FT" Sign and Post	930.00	2.000	EA	2.000	465.00000	0.00	930.00	100.00%	930.00	0.000	0.00
103	W20-1 "Road Work 1500 FT" Sign and Post	930.00	2.000	EA	2.000	465.00000	0.00	930.00	100.00%	930.00	0.000	0.00
104	W24-1(L) Sign Only	420.00	2.000	EA	2.000	210.00000	0.00	420.00	100.00%	420.00	0.000	0.00
105	Street light pole, base & luminaire	35,000.00	5.000	EA	5.000	7,000.00000	0.00	35,000.00	100.00%	35,000.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-25

Date: 11/30/22

Application #: 25

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 12/30/22

Payment Terms: Net 30 days

Contract: 20011- ACCMD - 26th Ave & 1st Creek Improvements

								Total				
Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
106	#8 Conductor in 2" Conduit	34,907.60	1,918.000	LF	1,918.000	18.20000	0.00	34,907.60	100.00%	34,907.60	0.000	0.00
107	Electrci Pull box	2,900.00	2.000	EA	6.000	1,450.00000	0.00	8,700.00	300.00%	8,700.00	0.000	0.00
108	Electric cabinet with meter & Disconnect	11,600.00	1.000	EA	1.000	11,600.00000	0.00	11,600.00	100.00%	11,600.00	0.000	0.00
109	Lower, Store & Raise Sanitary Manhole 40-47	2,800.00	1.000	EA	0.000	2,800.00000	0.00	0.00	0.00%	0.00	0.000	0.00
110	Silt Fence (Reinforced)	8,750.00	2,500.000	LF	2,500.000	3.50000	0.00	8,750.00	100.00%	8,750.00	0.000	0.00
111	Dewatering at North Culvert	31,000.00	1.000	EA	1.000	31,000.00000	0.00	31,000.00	100.00%	31,000.00	0.000	0.00
112	Permit Cost Reimbursement	100,000.00	1.000	LSU	0.417	100,000.00000	0.00	41,697.73	41.70%	41,697.73	0.000	0.00
113	Dewatering Setup south of the shoofly	1,300.00	1.000	EA	1.000	1,300.00000	0.00	1,300.00	100.00%	1,300.00	0.000	0.00
114	Dewatering Frist Creek Channel south of the Shoofly	18,800.00	4.000	MOS	4.000	4,700.00000	0.00	18,800.00	100.00%	18,800.00	0.000	0.00
115	Shoofly non-asphalt repair mobilization	1,320.00	4.000	EA	0.000	330.00000	0.00	0.00	0.00%	0.00	0.000	0.00
116	Shoofly asphalt repair mobilizations	3,000.00	2.000	EA	1.000	1,500.00000	0.00	1,500.00	50.00%	1,500.00	0.000	0.00
117	Shoofly asphalt patching	2,500.00	10.000	TON	6.080	250.00000	0.00	1,520.00	60.80%	1,520.00	0.000	0.00
118	Shoofly guardrail Mobilization	2,100.00	1.000	EA	0.000	2,100.00000	0.00	0.00	0.00%	0.00	0.000	0.00
CCO #1	1 Stabilized Access Road	63,414.50	1.000	LSU	0.000	63,414.50000	0.00	63,414.50	100.00%	63,414.50	0.000	0.00
CCO #2	2 Lined Diversion Channel	49,287.50	1.000	LSU	0.000	49,287.50000	0.00	43,037.50	87.32%	43,037.50	0.000	0.00
CCO #3	3 Stabilization for Sanitary Sewer and Waterline	-44,040.31	1.000	TON	0.000	-44,040.31000	0.00	14,920.00	-33.88%	14,920.00	0.000	0.00
CCO #4	1 In-Line Anchor	9,047.47	1.000	EA	0.000	9,047.47000	0.00	9,047.47	100.00%	9,047.47	0.000	0.00
CCO #5	5 Spring 2022 Unit Rate Adjustments	430,281.47	1.000	LSU	0.488	430,281.47000	0.00	209,968.91	48.80%	209,968.91	0.000	0.00

1,969.00

Total Billed To Date: Less Retainage:

Less Previous Applications:

\$4,530,644.63 \$226,532.23 \$4,213972.60

44.63 32.23 72.60 4,547,204.62 -226,831.55 4,214,501.27

Total Due This Invoice:

\$90,139.80

105,871.80

ACC METROPOLITAN DISTRICT

MATRIX PROJECT NUMBER: 20.1122.001

PROJECT TITLE: First Creek Enabling Package

CONTRACTOR: Concrete Express Inc.

APPLICATION FOR PAYMENT No. 26

This Application must be submitted to District's Project Manager by the 25th day of each month in order to receive payment when

due. DELIVER TO: ACC Metropolitan District

C/O Julie Von Clausburg 141 Union blvd, Suite 150 Lakewood, CO 80228

For Period November 25, 20	Decem	ber 25, 2022 :	
Original Contract Amount		\$	3,957,746.25
2. Approved Change Orders	, prior periods 1-7	\$	594,358.69
3. Approved Change Orders	, this period N/A	\$	0.00
4. Current Contract Amount		\$	4,552,104.94
5. Value of Work Completed	(100.00%)	\$	4,552,104.52
6. Less Retainage	(5.00%)	\$	227,605.23
7. Total Earned less Retaina	ge (Line 5 less Line 6)	\$	4,324,499.29
8. Less Net Amount Comple	ted Last Application (prior App. Line	7) \$	4,304,112.40
9. Current Payment Due		\$	20,386.90

Amount of this Application is supported by attached detailed invoice(s) or schedule of values as required by Contract terms.

CERTIFICATION OF THE CONTRACTOR:

I hereby certify that the work performed and the material supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes hereto) between the undersigned and the ACC Metropolitan District relating to the above referenced project.

I further certify that no labor or materials have been supplied under contracts, agreements, verbal or written or any other arrangement of any type whatsoever, other than the above contract duly authorized and executed change orders as noted above, and the undersigned does hereby release the ACC Metropolitan District from any claim or liability therefore for the period covered by this Application.

I also certify that payments, less Application retention, have been made through the poeriod covered by previous payments received from the contractor to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of the Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation Laws and Workman'scompensation Laws insofar as applicable to the performance of this Contract

Compensation Laws and v Contract.	vorkman scompens	sation Laws insolar as applicable to the performance of the	nis
SUBMITTED BY:		APPROVED BY:	
	05/09/2023		
Project Manager	Date	Julie Von Clausburg, President,	Date
Concrete Express Inc		ACC Metropolitan District	

CLAIMS & LIEN WAIVER AND RELEASE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any and all claims for payment, including any mechanic's liens, stop notices, bond rights or verified claims the undersigned has on the Project against the Project Owner, the Project Owner's premises and property, ACC Metropolitan District, (the "Released Parties") for such labor, services, machinery, tools, equipment or materials furnished to the Project.

By this release the undersigned certifies that all costs, charges, and expenses incurred by the undersigned, or on its behalf for the Project through the date above have been duly paid, except for any retainage held before the release date. The undersigned further agrees to indemnify, defend and hold harmless the Released Parties and their respective officers, employees, agents, engineers, representatives, successors and assigns from and against any claim by any persons or entities providing labor, services, machinery, tools, equipment or materials to the Project, including reasonable attorney's fees and all other costs of defense.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

The foregoing release shall not relieve the undersigned of any obligations under its contract or purchase order, which by their nature survive completion of the work, including, without limitation, warranties, guarantees and indemnities.

List of unpaid subcontractors, suppliers, or materialmen:

(Contractor must specify "NONE" or otherwise list below)

_ ` ,		
		Balance
Name	Address	Owed*
(*this amount to be reta	ined from payment or paid by joint check)	

Payment	No. 26							
Contracto	Contractor: Concrete Express Inc							
By (signa	ture):							
Jame and Title: Nate Murphy, Project Manager								
Date:	05/09/2023							

PROJECT NUMBER: 20.1122.001

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-26

Date: 02/28/23

Application #: 30

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

								Total Completed				
ltem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
1	Mobilization	284,000.00	2.000	EA	2.000	142,000.00000	0.00	284,000.00	100.00%	284,000.00	0.000	0.00
2	Potholes	11,300.00	20.000	EA	24.000	565.00000	0.00	13,560.00	120.00%	13,560.00	0.000	0.00
3	Orange Construction Fence	2,240.00	560.000	LF	800.000	4.00000	0.00	3,200.00	142.86%	3,200.00	0.000	0.00
4	Temporary Traffic Control Devices	17,400.00	30.000	DYS	55.000	580.00000	0.00	31,900.00	183.33%	31,900.00	0.000	0.00
5	Traffic Control Supervision	18,000.00	20.000	DYS	50.000	900.00000	0.00	45,000.00	250.00%	45,000.00	0.000	0.00
6	Traffic Control Inspection	21,120.00	128.000	DYS	158.000	165.00000	0.00	26,070.00	123.44%	26,070.00	0.000	0.00
7	Traffic Control Flagging	12,800.00	320.000	HRS	320.000	40.00000	0.00	12,800.00	100.00%	12,800.00	0.000	0.00
8	Erosion Control Management	88,000.00	11.000	MOS	23.000	8,000.00000	0.00	184,000.00	209.09%	184,000.00	0.000	0.00
9	Sediment Basin	77,000.00	1.000	EA	0.326	77,000.00000	0.00	25,026.71	32.50%	25,026.71	0.000	0.00
10	Install and Maintain Vehicle Tracking Control	7,522.50	4,425.000	SF	7,275.000	1.70000	0.00	12,367.50	164.41%	12,367.50	0.000	0.00
11	Install, Maintain and Remove Concrete Washout	3,000.00	1.000	EA	2.000	3,000.00000	0.00	6,000.00	200.00%	6,000.00	0.000	0.00
12	Install Maitain & Remove Inlet/Outlet Protection	4,350.00	10.000	EA	10.000	435.00000	0.00	4,350.00	100.00%	4,350.00	0.000	0.00
13	Silt Fence	14,992.00	9,370.000	LF	10,307.000	1.60000	0.00	16,491.20	110.00%	16,491.20	0.000	0.00
14	First Creek Diversion Channel	31,518.00	1,854.000	LF	1,854.000	17.00000	0.00	31,518.00	100.00%	31,518.00	0.000	0.00
15	Sediment Trap	10,500.00	1.000	EA	1.000	10,500.00000	0.00	10,500.00	100.00%	10,500.00	0.000	0.00
16	Seeding	70,950.00	47.300	ACR	18.500	1,500.00000	0.00	27,750.00	39.11%	27,750.00	0.000	0.00
17	Erosion Control Blanket	32,665.50	9,333.000	SY	1,100.000	3.50000	0.00	3,850.00	11.79%	3,850.00	0.000	0.00
18	Remove and Dispose of 36" FES	1,320.00	4.000	EA	4.000	330.00000	0.00	1,320.00	100.00%	1,320.00	0.000	0.00
19	Remove and Dispose of Gravel Driveway	849.30	149.000	SY	149.000	5.70000	0.00	849.30	100.00%	849.30	0.000	0.00
20	Remove and Dispose of 24" DIP Water Line & Fittings	16,224.00	507.000	LF	507.000	32.00000	0.00	16,224.00	100.00%	16,224.00	0.000	0.00
21	Remove and Dispose of Existing Barbed Wire Fence	6,441.00	2,147.000	LF	2,147.000	3.00000	0.00	6,441.00	100.00%	6,441.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-26

Date: 02/28/23

Application #: 30

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

								Total				
tem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amoun This Period
22	Sawcut Existing Asphalt (10" thick)	720.00	144.000	LF	213.920	5.00000	0.00	1,069.60	148.56%	1,069.60	0.000	0.00
23	Remove and Dispose of Existing Asphalt (10" thick)	102,018.00	14,574.000	SY	14,574.000	7.00000	0.00	102,018.00	100.00%	102,018.00	0.000	0.00
24	Remove and Dispose of Gravel Shoulder	11,593.75	1,325.000	SY	1,325.000	8.75000	0.00	11,593.75	100.00%	11,593.75	0.000	0.00
25	Remove and Dispose of Street signs	3,610.00	38.000	EA	38.000	95.00000	0.00	3,610.00	100.00%	3,610.00	0.000	0.00
26	Remove and Dispose of Type 3 W-Beam Guard Rail	5,260.50	501.000	LF	501.000	10.50000	0.00	5,260.50	100.00%	5,260.50	0.000	0.00
27	Remove and Dispose of 3 W-Beam Guardrail Anchorage	1,160.00	2.000	EA	2.000	580.00000	0.00	1,160.00	100.00%	1,160.00	0.000	0.00
28	Remove & Dispose of 36" Culvert Extensions	11,808.00	246.000	LF	246.000	48.00000	0.00	11,808.00	100.00%	11,808.00	0.000	0.00
29	Plug, flowfill & Abandon 36" Culverts	27,140.00	92.000	CY	92.000	295.00000	0.00	27,140.00	100.00%	27,140.00	0.000	0.00
30	Strip Topsoil to Stockpile onsite (0.5')	174,046.40	300,080.000	SY	270,038.052	0.58000	0.00	156,622.07	89.99%	156,622.07	0.000	0.00
31	Cut to Stockpile (From Channel)	214,181.90	57,887.000	CY	49,789.000	3.70000	0.00	184,219.30	86.01%	184,219.30	0.000	0.00
32	Cut to fill (In Channel & Build Shoofly)	84,052.05	13,667.000	CY	20,861.000	6.15000	0.00	128,295.15	152.64%	128,295.15	0.000	0.0
33	Haul & Place Fill (From Stockpile to 26th Ave over culvert)	238,239.75	45,379.000	CY	45,379.000	5.25000	0.00	238,239.75	100.00%	238,239.75	0.000	0.00
34	Cut To Stockpile (Demolish Shoofly)	66,733.20	18,036.000	CY	18,036.000	3.70000	0.00	66,733.20	100.00%	66,733.20	0.000	0.0
35	Extend existing 36" RCP Pipe	38,130.00	246.000	LF	246.000	155.00000	0.00	38,130.00	100.00%	38,130.00	0.000	0.00
36	36" Culvert Dual Headwall	13,000.00	1.000	EA	1.000	13,000.00000	0.00	13,000.00	100.00%	13,000.00	0.000	0.00
37	7 18" RCP	6,072.00	88.000	LF	88.000	69.00000	0.00	6,072.00	100.00%	6,072.00	0.000	0.00
38	3 24" RCP	44,745.00	471.000	LF	471.000	95.00000	0.00	44,745.00	100.00%	44,745.00	0.000	0.0
39	5-FT MH	13,500.00	3.000	EA	3.000	4,500.00000	0.00	13,500.00	100.00%	13,500.00	0.000	0.00
40	5-FT COA Type R Inlet	5,500.00	1.000	EA	1.000	5,500.00000	0.00	5,500.00	100.00%	5,500.00	0.000	0.00
41	10-FT COA Type R Inlet	14,200.00	2.000	EA	2.000	7,100.00000	0.00	14,200.00	100.00%	14,200.00	0.000	0.00
42	2 18" FES	3,000.00	2.000	EA	2.000	1,500.00000	0.00	3,000.00	100.00%	3,000.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-26

Date: 02/28/23

Application #: 30

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

								Total Completed				
Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
43	24" FES	1,800.00	1.000	EA	1.000	1,800.00000	0.00	1,800.00	100.00%	1,800.00	0.000	0.00
44	Cut & Tie onto Existing 24" DIP Water Line	10,000.00	2.000	EA	2.000	5,000.00000	0.00	10,000.00	100.00%	10,000.00	0.000	0.00
45	24" PVC Domestic Water Line	94,075.00	355.000	LF	355.000	265.00000	0.00	94,075.00	100.00%	94,075.00	0.000	0.00
46	24" PVC Domestic Water Line (Encased)	120,900.00	155.000	LF	155.000	780.00000	0.00	120,900.00	100.00%	120,900.00	0.000	0.00
47	24" 45 Degree Bend	7,200.00	2.000	EA	2.000	3,600.00000	0.00	7,200.00	100.00%	7,200.00	0.000	0.00
48	24" 45 Degree Vertical Bend	14,400.00	4.000	EA	4.000	3,600.00000	0.00	14,400.00	100.00%	14,400.00	0.000	0.00
49	24" x 6" Tee	3,300.00	1.000	EA	1.000	3,300.00000	0.00	3,300.00	100.00%	3,300.00	0.000	0.00
50	8" PVC Domestic Water Line	28,054.00	338.000	LF	338.000	83.00000	0.00	28,054.00	100.00%	28,054.00	0.000	0.00
51	8" PVC Domestic Water Line (Encased)	25,620.00	122.000	LF	122.000	210.00000	0.00	25,620.00	100.00%	25,620.00	0.000	0.00
52	8" x 24" Wet Tap with Tapping Saddle and valve	11,100.00	2.000	EA	2.000	5,550.00000	0.00	11,100.00	100.00%	11,100.00	0.000	0.00
53	8" 45 Degree Bend & 45 Degree Vertical Bend	2,835.00	3.000	EA	3.000	945.00000	0.00	2,835.00	100.00%	2,835.00	0.000	0.00
54	8" x 6" Tee	3,390.00	3.000	EA	3.000	1,130.00000	0.00	3,390.00	100.00%	3,390.00	0.000	0.00
55	8" Gate Valve	6,300.00	3.000	EA	3.000	2,100.00000	0.00	6,300.00	100.00%	6,300.00	0.000	0.00
56	8" Gate Valve (with plugged End)	4,500.00	2.000	EA	2.000	2,250.00000	0.00	4,500.00	100.00%	4,500.00	0.000	0.00
57	8" Cap with 2" Blowoff Valve	8,100.00	3.000	EA	3.000	2,700.00000	0.00	8,100.00	100.00%	8,100.00	0.000	0.00
58	6" PVC Domestic Water Line	5,828.00	94.000	LF	94.000	62.00000	0.00	5,828.00	100.00%	5,828.00	0.000	0.00
59	6" 45 Degree Bend	780.00	1.000	EA	1.000	780.00000	0.00	780.00	100.00%	780.00	0.000	0.00
60	6" Cap with 2" Blowoff Valve	5,600.00	2.000	EA	2.000	2,800.00000	0.00	5,600.00	100.00%	5,600.00	0.000	0.00
61	6" Fire Hydrant Assembly	14,400.00	2.000	EA	2.000	7,200.00000	0.00	14,400.00	100.00%	14,400.00	0.000	0.00
62	Air Vacuum in MH & Air Release Vent	11,250.00	1.000	EA	0.126	11,250.00000	0.00	1,416.81	12.59%	1,416.81	0.000	0.00
63	Air Release Vent	9,500.00	1.000	EA	1.000	9,500.00000	0.00	9,500.00	100.00%	9,500.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-26

Date: 02/28/23

Application #: 30

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

								Total Completed				
tem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
64	Remove Fire Hydrant and install Blind Flange	3,400.00	1.000	EA	1.000	3,400.00000	0.00	3,400.00	100.00%	3,400.00	0.000	0.00
65	8" PVC Sanitary Sewer	18,228.00	93.000	LF	93.000	196.00000	0.00	18,228.00	100.00%	18,228.00	0.000	0.00
66	8" PVC Sanitary Sewer (Encased)	51,510.00	202.000	LF	202.000	255.00000	0.00	51,510.00	100.00%	51,510.00	0.000	0.00
67	Construct Manhole over Existing 8" PVC Sewer Stub (20')	9,500.00	1.000	EA	1.000	9,500.00000	0.00	9,500.00	100.00%	9,500.00	0.000	0.00
68	48" Sanitary Sewer Manhole (20' - 25')	19,000.00	2.000	EA	2.000	9,500.00000	0.00	19,000.00	100.00%	19,000.00	0.000	0.00
69	Subgrade Prep (scarify, recondition &	59,795.80	17,587.000	SY	17,587.000	3.40000	0.00	59,795.80	100.00%	59,795.80	0.000	0.00
	fine grade)										0.00	\$0.00
70	Aggregate Base Course	360,972.00	10,027.000	CY	15,610.000	36.00000	0.00	561,960.00	155.68%	572,724.00	-299.000	-10,764.00
71	Vertical Catch Curb & Gutter	50,454.50	2,147.000	LF	2,147.000	23.50000	0.00	50,454.50	100.00%	50,454.50	0.000	0.00
72	Handicap Ramps	6,624.00	320.000	SF	320.000	20.70000	0.00	6,624.00	100.00%	6,624.00	0.000	0.00
73	Concrete Sidewalk (6")	77,811.30	1,449.000	SY	1,449.000	53.70000	0.00	77,811.30	100.00%	77,811.30	0.000	0.00
74	Roadway Edge Drain	51,528.00	2,147.000	LF	2,147.000	24.00000	0.00	51,528.00	100.00%	51,528.00	0.000	0.00
75	4" x 4' Class 6 Gravel Shoulder	9,888.00	19,776.000	SF	19,776.000	0.50000	0.00	9,888.00	100.00%	9,888.00	0.000	0.00
76	Type 3 W-Beam Guardrail	16,533.00	501.000	LF	501.000	33.00000	0.00	16,533.00	100.00%	16,533.00	0.000	0.00
77	Type 3 W-Beam Guardrail Anchorage	6,600.00	2.000	EA	2.000	3,300.00000	0.00	6,600.00	100.00%	6,600.00	0.000	0.00
78	Construct North Gravel Entrance (4" Thick)	147.00	294.000	SF	294.000	0.50000	0.00	147.00	100.00%	147.00	0.000	0.00
79	Asphalt Paving	710,838.00	6,868.000	TON	7,622.360	103.50000	0.00	788,914.27	110.98%	788,914.27	0.000	0.00
80	Mill & Overlay Existing Pavement	9,245.00	215.000	SY	215.000	43.00000	0.00	9,245.00	100.00%	9,245.00	0.000	0.00
81	Adjust Water Manhole Lid	1,130.00	1.000	EA	1.000	1,130.00000	0.00	1,130.00	100.00%	1,130.00	0.000	0.00
82	Adjust Water Valve Stem	1,000.00	2.000	EA	2.000	500.00000	0.00	1,000.00	100.00%	1,000.00	0.000	0.00
83	4" Temporary Lane marking Paint	3,190.00	5,800.000	LF	9,520.000	0.55000	0.00	5,236.00	164.14%	5,236.00	0.000	0.00
84	4" Epoxy Pavement Marking	13,699.20	8,562.000	LF	8,562.000	1.60000	0.00	13,699.20	100.00%	13,699.20	0.000	0.00
85	Thermoplastic Cross Walk Marking (2' x 10')	2,835.00	9.000	EA	9.000	315.00000	0.00	2,835.00	100.00%	2,835.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-26

Date: 02/28/23

Application #: 30

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

								Total Completed				
m	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amoun This Period
86	Thermoplastic Turn Arrow (S-627-1)	1,275.00	3.000	EA	3.000	425.00000	0.00	1,275.00	100.00%	1,275.00	0.000	0.00
87	Thermoplastic Stop Bar (Solid)	650.00	1.000	EA	1.000	650.00000	0.00	650.00	100.00%	650.00	0.000	0.00
88	G20-10 "Construction Thank you" Sign & Post	960.00	2.000	EA	2.000	480.00000	0.00	960.00	100.00%	960.00	0.000	0.00
89	G20-5P "Work Zone" Sign & Post	960.00	2.000	EA	2.000	480.00000	0.00	960.00	100.00%	960.00	0.000	0.00
90	R1-1 "Stop" Sign and Post	720.00	2.000	EA	2.000	360.00000	0.00	720.00	100.00%	720.00	0.000	0.00
91	R2-1(40) "Speed Limit 40" Sign & Post	720.00	2.000	EA	2.000	360.00000	0.00	720.00	100.00%	720.00	0.000	0.00
92	R2-1(30) "Speed Limit 30" Sign Only	300.00	2.000	EA	2.000	150.00000	0.00	300.00	100.00%	300.00	0.000	0.00
93	R2-1(45) "Speed Limit 45" Sign and Post	300.00	2.000	EA	2.000	150.00000	0.00	300.00	100.00%	300.00	0.000	0.00
94	R3-7R "Right Lane Must Turn Right" Sign & Post	800.00	2.000	EA	2.000	400.00000	0.00	800.00	100.00%	800.00	0.000	0.00
95	R52-6a "Begin Fines Double in Work Zone" Sign and Post	840.00	2.000	EA	2.000	420.00000	0.00	840.00	100.00%	840.00	0.000	0.00
96	R52-6b "End Findes Double in Work Zone" Sign and Post	350.00	2.000	EA	2.000	175.00000	0.00	350.00	100.00%	350.00	0.000	0.00
97	Special Warning Flood Sign and Post	840.00	2.000	EA	2.000	420.00000	0.00	840.00	100.00%	840.00	0.000	0.00
98	W1-4 (R) Sign & Post	770.00	2.000	EA	2.000	385.00000	0.00	770.00	100.00%	770.00	0.000	0.00
99	W1-8 Chevron Sign and Post	5,100.00	15.000	EA	15.000	340.00000	0.00	5,100.00	100.00%	5,100.00	0.000	0.00
100	W1-10R Sign and Post	370.00	1.000	EA	1.000	370.00000	0.00	370.00	100.00%	370.00	0.000	0.00
101	W-13-1P (30) Sign and Post	770.00	2.000	EA	2.000	385.00000	0.00	770.00	100.00%	770.00	0.000	0.00
102	W20-1 "Road Work 1000 FT" Sign and Post	930.00	2.000	EA	2.000	465.00000	0.00	930.00	100.00%	930.00	0.000	0.00
103	W20-1 "Road Work 1500 FT" Sign and Post	930.00	2.000	EA	2.000	465.00000	0.00	930.00	100.00%	930.00	0.000	0.00
104	W24-1(L) Sign Only	420.00	2.000	EA	2.000	210.00000	0.00	420.00	100.00%	420.00	0.000	0.00
105	Street light pole, base & luminaire	35,000.00	5.000	EA	5.000	7,000.00000	0.00	35,000.00	100.00%	35,000.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-26

Date: 02/28/23

Application #: 30

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

Contract: 20011- ACCMD - 26th Ave & 1st Creek Improvements

								Total				
Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
106	#8 Conductor in 2" Conduit	34,907.60	1,918.000	LF	1,918.000	18.20000	0.00	34,907.60	100.00%	34,907.60	0.000	0.00
107	Electrci Pull box	2,900.00	2.000	EA	6.000	1,450.00000	0.00	8,700.00	300.00%	8,700.00	0.000	0.00
108	Electric cabinet with meter & Disconnect	11,600.00	1.000	EA	1.000	11,600.00000	0.00	11,600.00	100.00%	11,600.00	0.000	0.00
109	Lower, Store & Raise Sanitary Manhole 40-47	2,800.00	1.000	EA	0.000	2,800.00000	0.00	0.00	0.00%	0.00	0.000	0.00
110	Silt Fence (Reinforced)	8,750.00	2,500.000	LF	2,500.000	3.50000	0.00	8,750.00	100.00%	8,750.00	0.000	0.00
111	Dewatering at North Culvert	31,000.00	1.000	EA	1.000	31,000.00000	0.00	31,000.00	100.00%	31,000.00	0.000	0.00
112	Permit Cost Reimbursement	100,000.00	1.000	LSU	0.417	100,000.00000	0.00	41,697.73	41.70%	41,697.73	0.000	0.00
113	Dewatering Setup south of the shoofly	1,300.00	1.000	EA	1.000	1,300.00000	0.00	1,300.00	100.00%	1,300.00	0.000	0.00
114	Dewatering Frist Creek Channel south of the Shoofly	18,800.00	4.000	MOS	4.000	4,700.00000	0.00	18,800.00	100.00%	18,800.00	0.000	0.00
115	Shoofly non-asphalt repair mobilization	1,320.00	4.000	EA	0.000	330.00000	0.00	0.00	0.00%	0.00	0.000	0.00
116	Shoofly asphalt repair mobilizations	3,000.00	2.000	EA	1.000	1,500.00000	0.00	1,500.00	50.00%	1,500.00	0.000	0.00
117	Shoofly asphalt patching	2,500.00	10.000	TON	6.080	250.00000	0.00	1,520.00	60.80%	1,520.00	0.000	0.00
118	Shoofly guardrail Mobilization	2,100.00	1.000	EA	0.000	2,100.00000	0.00	0.00	0.00%	0.00	0.000	0.00
CCO #1	Stabilized Access Road	63,414.50	1.000	LSU	0.000	63,414.50000	0.00	63,414.50	100.00%	63,414.50	0.000	0.00
CCO #2	Lined Diversion Channel	49,287.50	1.000	LSU	0.000	49,287.50000	0.00	43,037.50	87.32%	43,037.50	0.000	0.00
CCO #3	B Stabilization for Sanitary Sewer and Waterline	-44,040.31	1.000	TON	0.000	-44,040.31000	0.00	14,920.00	-33.88%	14,920.00	0.000	0.00
CCO #4	In-Line Anchor	9,047.47	1.000	EA	0.000	9,047.47000	0.00	9,047.47	100.00%	9,047.47	0.000	0.00
CCO #5	Spring 2022 Unit Rate Adjustments	430,281.47	1.000	LSU	0.488	430,281.47000	0.00	209,968.91	48.80%	209,968.91	0.000	0.00
CCO #7	Landscape Rock Mulch	21,458.00	1.000	EA	1.000	0.00000	0.00	21,458.00	100.00%	0.00	1.000	21,458.00

Total Billed To Date:

4,557,898.62 \$4,552,104.52

CONCRETE EXPRESS, INC From:

> 2027 W Colfax Ave Denver, CO 80204

ACC Metropolitan District To:

141 Union Blvd

Lakewood, CO 80228

Contract: 20011- ACCMD - 26th Ave & 1st Creek Improvements

Invoice: 20011-26

Date: 02/28/23

Application #: 30

Invoice Due Date: 03/30/23

Payment Terms: Net 30 days

Less Retainage: Less Previous Applications: \$4,304,112.40

\$227,605.23

227,366.24 4,320,373.08

Total Due This Invoice:

\$20,386.90 10,159.30

ACC METROPOLITAN DISTRICT

MATRIX PROJECT NUMBER: 20.1122.001

PROJECT TITLE: First Creek Enabling Package

CONTRACTOR: Concrete Express Inc.

APPLICATION FOR PAYMENT No. 27

This Application must be submitted to District's Project Manager by the 25th day of each month in order to receive payment when

due. DELIVER TO: ACC Metropolitan District

C/O Julie Von Clausburg 141 Union blvd, Suite 150 Lakewood, CO 80228

For Per	riod <u>March 25, 2023</u> through <u>April 25, 2023</u>	:	
1.	Original Contract Amount	\$	3,957,746.25
2.	Approved Change Orders, prior periods1-7	\$	594,358.69
3.	Approved Change Orders, this periodN/A	\$	0.00
4.	Current Contract Amount	\$	4,552,104.94
5.	Value of Work Completed (<u>100.00%</u>)	\$	4,552,104.52
6.	Less Retainage (<u>0.00%</u>)	\$	0.00
7.	Total Earned less Retainage (Line 5 less Line 6)	\$	4,552,104.52
8.	Less Net Amount Completed Last Application (prior App. Line 7)	\$	4,324,499.29
9.	Current Payment Due	\$	227,605.23

Amount of this Application is supported by attached detailed invoice(s) or schedule of values as required by Contract terms.

CERTIFICATION OF THE CONTRACTOR:

I hereby certify that the work performed and the material supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes hereto) between the undersigned and the ACC Metropolitan District relating to the above referenced project.

I further certify that no labor or materials have been supplied under contracts, agreements, verbal or written or any other arrangement of any type whatsoever, other than the above contract duly authorized and executed change orders as noted above, and the undersigned does hereby release the ACC Metropolitan District from any claim or liability therefore for the period covered by this Application.

I also certify that payments, less Application retention, have been made through the poeriod covered by previous payments received from the contractor to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of the Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation Laws and Workman'scompensation Laws insofar as applicable to the performance of this Contract

Compensation Laws and V Contract.	vorkman scompens	ation Laws insofar as applicable to the performance of this	5
SUBMITTED BY:		APPROVED BY:	
	05/09/2023		
Project Manager	Date	Julie Von Clausburg, President,	Date
Concrete Express Inc		ACC Metropolitan District	

CLAIMS & LIEN WAIVER AND RELEASE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any and all claims for payment, including any mechanic's liens, stop notices, bond rights or verified claims the undersigned has on the Project against the Project Owner, the Project Owner's premises and property, ACC Metropolitan District, (the "Released Parties") for such labor, services, machinery, tools, equipment or materials furnished to the Project.

By this release the undersigned certifies that all costs, charges, and expenses incurred by the undersigned, or on its behalf for the Project through the date above have been duly paid, except for any retainage held before the release date. The undersigned further agrees to indemnify, defend and hold harmless the Released Parties and their respective officers, employees, agents, engineers, representatives, successors and assigns from and against any claim by any persons or entities providing labor, services, machinery, tools, equipment or materials to the Project, including reasonable attorney's fees and all other costs of defense.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

The foregoing release shall not relieve the undersigned of any obligations under its contract or purchase order, which by their nature survive completion of the work, including, without limitation, warranties, guarantees and indemnities.

List of unpaid subcontractors, suppliers, or materialmen:

(Contractor must specify "NONE" or otherwise list below)

		Balance
Name	Address	Owed*
(*this amount to b	e retained from payment or paid by joint check)	•

Payment	No. 27
Contracto	or: Concrete Express Inc
By (signa	ture):
Name an	d Title: Nate Murphy, Project Manager
Date:	05/09/2023

PROJECT NUMBER: 20.1122.001

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-RR

Date: 03/31/23

Application #: 31

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 04/30/23

Payment Terms: Net 30 days

		Contract	Contract		Quantity	Unit	Materials	Total Completed And Stored		Amount	Quantity	Amount
m	Description	Amount	Quantity	U/M	JTD	Price	On-Site	To Date	%	Previous	This Period	This Period
1	Mobilization	284,000.00	2.000	EA	2.000	142,000.00000	0.00	284,000.00	100.00%	284,000.00	0.000	0.00
2	Potholes	11,300.00	20.000	EA	24.000	565.00000	0.00	13,560.00	120.00%	13,560.00	0.000	0.00
3	Orange Construction Fence	2,240.00	560.000	LF	800.000	4.00000	0.00	3,200.00	142.86%	3,200.00	0.000	0.00
4	Temporary Traffic Control Devices	17,400.00	30.000	DYS	55.000	580.00000	0.00	31,900.00	183.33%	31,900.00	0.000	0.00
5	Traffic Control Supervision	18,000.00	20.000	DYS	50.000	900.00000	0.00	45,000.00	250.00%	45,000.00	0.000	0.00
6	Traffic Control Inspection	21,120.00	128.000	DYS	158.000	165.00000	0.00	26,070.00	123.44%	26,070.00	0.000	0.00
7	Traffic Control Flagging	12,800.00	320.000	HRS	320.000	40.00000	0.00	12,800.00	100.00%	12,800.00	0.000	0.00
8	Erosion Control Management	88,000.00	11.000	MOS	23.000	8,000.00000	0.00	184,000.00	209.09%	184,000.00	0.000	0.00
9	Sediment Basin	77,000.00	1.000	EA	0.326	77,000.00000	0.00	25,026.71	32.50%	25,026.71	0.000	0.00
10	Install and Maintain Vehicle Tracking Control	7,522.50	4,425.000	SF	7,275.000	1.70000	0.00	12,367.50	164.41%	12,367.50	0.000	0.00
11	Install, Maintain and Remove Concrete Washout	3,000.00	1.000	EA	2.000	3,000.00000	0.00	6,000.00	200.00%	6,000.00	0.000	0.00
12	Install Maitain & Remove Inlet/Outlet Protection	4,350.00	10.000	EA	10.000	435.00000	0.00	4,350.00	100.00%	4,350.00	0.000	0.00
13	Silt Fence	14,992.00	9,370.000	LF	10,307.000	1.60000	0.00	16,491.20	110.00%	16,491.20	0.000	0.00
14	First Creek Diversion Channel	31,518.00	1,854.000	LF	1,854.000	17.00000	0.00	31,518.00	100.00%	31,518.00	0.000	0.00
15	Sediment Trap	10,500.00	1.000	EA	1.000	10,500.00000	0.00	10,500.00	100.00%	10,500.00	0.000	0.00
16	Seeding	70,950.00	47.300	ACR	18.500	1,500.00000	0.00	27,750.00	39.11%	27,750.00	0.000	0.00
17	Erosion Control Blanket	32,665.50	9,333.000	SY	1,100.000	3.50000	0.00	3,850.00	11.79%	3,850.00	0.000	0.00
18	Remove and Dispose of 36" FES	1,320.00	4.000	EA	4.000	330.00000	0.00	1,320.00	100.00%	1,320.00	0.000	0.00
19	Remove and Dispose of Gravel Driveway	849.30	149.000	SY	149.000	5.70000	0.00	849.30	100.00%	849.30	0.000	0.00
20	Remove and Dispose of 24" DIP Water Line & Fittings	16,224.00	507.000	LF	507.000	32.00000	0.00	16,224.00	100.00%	16,224.00	0.000	0.00
21	Remove and Dispose of Existing Barbed Wire Fence	6,441.00	2,147.000	LF	2,147.000	3.00000	0.00	6,441.00	100.00%	6,441.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-RR

Date: 03/31/23

Application #: 31

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 04/30/23

Payment Terms: Net 30 days

		_	_					Total Completed				
tem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
22	2 Sawcut Existing Asphalt (10" thick)	720.00	144.000	LF	213.920	5.00000	0.00	1,069.60	148.56%	1,069.60	0.000	0.00
23	Remove and Dispose of Existing Asphalt (10" thick)	102,018.00	14,574.000	SY	14,574.000	7.00000	0.00	102,018.00	100.00%	102,018.00	0.000	0.00
24	Remove and Dispose of Gravel Shoulder	11,593.75	1,325.000	SY	1,325.000	8.75000	0.00	11,593.75	100.00%	11,593.75	0.000	0.00
25	Remove and Dispose of Street signs	3,610.00	38.000	EA	38.000	95.00000	0.00	3,610.00	100.00%	3,610.00	0.000	0.00
26	Remove and Dispose of Type 3 W-Beam Guard Rail	5,260.50	501.000	LF	501.000	10.50000	0.00	5,260.50	100.00%	5,260.50	0.000	0.00
27	Remove and Dispose of 3 W-Beam Guardrail Anchorage	1,160.00	2.000	EA	2.000	580.00000	0.00	1,160.00	100.00%	1,160.00	0.000	0.00
28	Remove & Dispose of 36" Culvert Extensions	11,808.00	246.000	LF	246.000	48.00000	0.00	11,808.00	100.00%	11,808.00	0.000	0.00
29	Plug, flowfill & Abandon 36" Culverts	27,140.00	92.000	CY	92.000	295.00000	0.00	27,140.00	100.00%	27,140.00	0.000	0.00
30	Strip Topsoil to Stockpile onsite (0.5')	174,046.40	300,080.000	SY	270,038.052	0.58000	0.00	156,622.07	89.99%	156,622.07	0.000	0.00
3	Cut to Stockpile (From Channel)	214,181.90	57,887.000	CY	49,789.000	3.70000	0.00	184,219.30	86.01%	184,219.30	0.000	0.00
32	Cut to fill (In Channel & Build Shoofly)	84,052.05	13,667.000	CY	20,861.000	6.15000	0.00	128,295.15	152.64%	128,295.15	0.000	0.00
33	Haul & Place Fill (From Stockpile to 26th Ave over culvert)	238,239.75	45,379.000	CY	45,379.000	5.25000	0.00	238,239.75	100.00%	238,239.75	0.000	0.00
34	4 Cut To Stockpile (Demolish Shoofly)	66,733.20	18,036.000	CY	18,036.000	3.70000	0.00	66,733.20	100.00%	66,733.20	0.000	0.00
38	Extend existing 36" RCP Pipe	38,130.00	246.000	LF	246.000	155.00000	0.00	38,130.00	100.00%	38,130.00	0.000	0.00
36	36" Culvert Dual Headwall	13,000.00	1.000	EA	1.000	13,000.00000	0.00	13,000.00	100.00%	13,000.00	0.000	0.00
37	7 18" RCP	6,072.00	88.000	LF	88.000	69.00000	0.00	6,072.00	100.00%	6,072.00	0.000	0.00
38	3 24" RCP	44,745.00	471.000	LF	471.000	95.00000	0.00	44,745.00	100.00%	44,745.00	0.000	0.00
39	9 5-FT MH	13,500.00	3.000	EA	3.000	4,500.00000	0.00	13,500.00	100.00%	13,500.00	0.000	0.00
40) 5-FT COA Type R Inlet	5,500.00	1.000	EA	1.000	5,500.00000	0.00	5,500.00	100.00%	5,500.00	0.000	0.00
4	I 10-FT COA Type R Inlet	14,200.00	2.000	EA	2.000	7,100.00000	0.00	14,200.00	100.00%	14,200.00	0.000	0.00
42	2 18" FES	3,000.00	2.000	EA	2.000	1,500.00000	0.00	3,000.00	100.00%	3,000.00	0.000	0.00

From: CONCRETE EXPRESS, INC

2027 W Colfax Ave Denver, CO 80204 Invoice: 20011-RR

Date: 03/31/23

Application #: 31

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 04/30/23

Payment Terms: Net 30 days

								Total Completed				
Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
43	24" FES	1,800.00	1.000	EA	1.000	1,800.00000	0.00	1,800.00	100.00%	1,800.00	0.000	0.00
44	Cut & Tie onto Existing 24" DIP Water Line	10,000.00	2.000	EA	2.000	5,000.00000	0.00	10,000.00	100.00%	10,000.00	0.000	0.00
45	24" PVC Domestic Water Line	94,075.00	355.000	LF	355.000	265.00000	0.00	94,075.00	100.00%	94,075.00	0.000	0.00
46	24" PVC Domestic Water Line (Encased)	120,900.00	155.000	LF	155.000	780.00000	0.00	120,900.00	100.00%	120,900.00	0.000	0.00
47	24" 45 Degree Bend	7,200.00	2.000	EA	2.000	3,600.00000	0.00	7,200.00	100.00%	7,200.00	0.000	0.00
48	24" 45 Degree Vertical Bend	14,400.00	4.000	EA	4.000	3,600.00000	0.00	14,400.00	100.00%	14,400.00	0.000	0.00
49	24" x 6" Tee	3,300.00	1.000	EA	1.000	3,300.00000	0.00	3,300.00	100.00%	3,300.00	0.000	0.00
50	8" PVC Domestic Water Line	28,054.00	338.000	LF	338.000	83.00000	0.00	28,054.00	100.00%	28,054.00	0.000	0.00
51	8" PVC Domestic Water Line (Encased)	25,620.00	122.000	LF	122.000	210.00000	0.00	25,620.00	100.00%	25,620.00	0.000	0.00
52	8" x 24" Wet Tap with Tapping Saddle and valve	11,100.00	2.000	EA	2.000	5,550.00000	0.00	11,100.00	100.00%	11,100.00	0.000	0.00
53	8" 45 Degree Bend & 45 Degree Vertical Bend	2,835.00	3.000	EA	3.000	945.00000	0.00	2,835.00	100.00%	2,835.00	0.000	0.00
54	8" x 6" Tee	3,390.00	3.000	EA	3.000	1,130.00000	0.00	3,390.00	100.00%	3,390.00	0.000	0.00
55	8" Gate Valve	6,300.00	3.000	EA	3.000	2,100.00000	0.00	6,300.00	100.00%	6,300.00	0.000	0.00
56	8" Gate Valve (with plugged End)	4,500.00	2.000	EA	2.000	2,250.00000	0.00	4,500.00	100.00%	4,500.00	0.000	0.00
57	8" Cap with 2" Blowoff Valve	8,100.00	3.000	EA	3.000	2,700.00000	0.00	8,100.00	100.00%	8,100.00	0.000	0.00
58	6" PVC Domestic Water Line	5,828.00	94.000	LF	94.000	62.00000	0.00	5,828.00	100.00%	5,828.00	0.000	0.00
59	6" 45 Degree Bend	780.00	1.000	EA	1.000	780.00000	0.00	780.00	100.00%	780.00	0.000	0.00
60	6" Cap with 2" Blowoff Valve	5,600.00	2.000	EA	2.000	2,800.00000	0.00	5,600.00	100.00%	5,600.00	0.000	0.00
61	6" Fire Hydrant Assembly	14,400.00	2.000	EA	2.000	7,200.00000	0.00	14,400.00	100.00%	14,400.00	0.000	0.00
62	Air Vacuum in MH & Air Release Vent	11,250.00	1.000	EA	0.126	11,250.00000	0.00	1,416.81	12.59%	1,416.81	0.000	0.00
63	Air Release Vent	9,500.00	1.000	EA	1.000	9,500.00000	0.00	9,500.00	100.00%	9,500.00	0.000	0.00

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141 Union Blvd

Lakewood, CO 80228

Invoice Due Date: 04/30/23

Payment Terms: Net 30 days

								Total Completed				
tem	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
64	Remove Fire Hydrant and install Blind Flange	3,400.00	1.000	EA	1.000	3,400.00000	0.00	3,400.00	100.00%	3,400.00	0.000	0.00
65	8" PVC Sanitary Sewer	18,228.00	93.000	LF	93.000	196.00000	0.00	18,228.00	100.00%	18,228.00	0.000	0.00
66	8" PVC Sanitary Sewer (Encased)	51,510.00	202.000	LF	202.000	255.00000	0.00	51,510.00	100.00%	51,510.00	0.000	0.00
67	Construct Manhole over Existing 8" PVC Sewer Stub (20')	9,500.00	1.000	EA	1.000	9,500.00000	0.00	9,500.00	100.00%	9,500.00	0.000	0.00
68	48" Sanitary Sewer Manhole (20' - 25')	19,000.00	2.000	EA	2.000	9,500.00000	0.00	19,000.00	100.00%	19,000.00	0.000	0.00
69	Subgrade Prep (scarify, recondition & fine grade)	59,795.80	17,587.000	SY	17,587.000	3.40000	0.00	59,795.80	100.00%	59,795.80	0.000	0.00
70	Aggregate Base Course	360,972.00	10,027.000	CY	15,610.000	36.00000	0.00	561,960.00	155.68%	561,960.00	0.000	0.00
71	Vertical Catch Curb & Gutter	50,454.50	2,147.000	LF	2,147.000	23.50000	0.00	50,454.50	100.00%	50,454.50	0.000	0.00
72	Handicap Ramps	6,624.00	320.000	SF	320.000	20.70000	0.00	6,624.00	100.00%	6,624.00	0.000	0.00
73	Concrete Sidewalk (6")	77,811.30	1,449.000	SY	1,449.000	53.70000	0.00	77,811.30	100.00%	77,811.30	0.000	0.00
74	Roadway Edge Drain	51,528.00	2,147.000	LF	2,147.000	24.00000	0.00	51,528.00	100.00%	51,528.00	0.000	0.00
75	4" x 4' Class 6 Gravel Shoulder	9,888.00	19,776.000	SF	19,776.000	0.50000	0.00	9,888.00	100.00%	9,888.00	0.000	0.00
76	Type 3 W-Beam Guardrail	16,533.00	501.000	LF	501.000	33.00000	0.00	16,533.00	100.00%	16,533.00	0.000	0.00
77	Type 3 W-Beam Guardrail Anchorage	6,600.00	2.000	EA	2.000	3,300.00000	0.00	6,600.00	100.00%	6,600.00	0.000	0.00
78	Construct North Gravel Entrance (4" Thick)	147.00	294.000	SF	294.000	0.50000	0.00	147.00	100.00%	147.00	0.000	0.00
79	Asphalt Paving	710,838.00	6,868.000	TON	7,622.360	103.50000	0.00	788,914.27	110.98%	788,914.27	0.000	0.00
80	Mill & Overlay Existing Pavement	9,245.00	215.000	SY	215.000	43.00000	0.00	9,245.00	100.00%	9,245.00	0.000	0.00
81	Adjust Water Manhole Lid	1,130.00	1.000	EA	1.000	1,130.00000	0.00	1,130.00	100.00%	1,130.00	0.000	0.00
82	Adjust Water Valve Stem	1,000.00	2.000	EA	2.000	500.00000	0.00	1,000.00	100.00%	1,000.00	0.000	0.00
83	4" Temporary Lane marking Paint	3,190.00	5,800.000	LF	9,520.000	0.55000	0.00	5,236.00	164.14%	5,236.00	0.000	0.00
84	4" Epoxy Pavement Marking	13,699.20	8,562.000	LF	8,562.000	1.60000	0.00	13,699.20	100.00%	13,699.20	0.000	0.00
85	Thermoplastic Cross Walk Marking (2' x 10')	2,835.00	9.000	EA	9.000	315.00000	0.00	2,835.00	100.00%	2,835.00	0.000	0.00

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								Total Completed				
m	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	And Stored To Date	%	Amount Previous	Quantity This Period	Amoun This Period
86	Thermoplastic Turn Arrow (S-627-1)	1,275.00	3.000	EA	3.000	425.00000	0.00	1,275.00	100.00%	1,275.00	0.000	0.00
87	Thermoplastic Stop Bar (Solid)	650.00	1.000	EA	1.000	650.00000	0.00	650.00	100.00%	650.00	0.000	0.00
88	G20-10 "Construction Thank you" Sign & Post	960.00	2.000	EA	2.000	480.00000	0.00	960.00	100.00%	960.00	0.000	0.00
89	G20-5P "Work Zone" Sign & Post	960.00	2.000	EA	2.000	480.00000	0.00	960.00	100.00%	960.00	0.000	0.00
90	R1-1 "Stop" Sign and Post	720.00	2.000	EA	2.000	360.00000	0.00	720.00	100.00%	720.00	0.000	0.00
91	R2-1(40) "Speed Limit 40" Sign & Post	720.00	2.000	EA	2.000	360.00000	0.00	720.00	100.00%	720.00	0.000	0.00
92	R2-1(30) "Speed Limit 30" Sign Only	300.00	2.000	EA	2.000	150.00000	0.00	300.00	100.00%	300.00	0.000	0.00
93	R2-1(45) "Speed Limit 45" Sign and Post	300.00	2.000	EA	2.000	150.00000	0.00	300.00	100.00%	300.00	0.000	0.00
94	R3-7R "Right Lane Must Turn Right" Sign & Post	800.00	2.000	EA	2.000	400.00000	0.00	800.00	100.00%	800.00	0.000	0.00
95	R52-6a "Begin Fines Double in Work Zone" Sign and Post	840.00	2.000	EA	2.000	420.00000	0.00	840.00	100.00%	840.00	0.000	0.00
96	R52-6b "End Findes Double in Work Zone" Sign and Post	350.00	2.000	EA	2.000	175.00000	0.00	350.00	100.00%	350.00	0.000	0.00
97	Special Warning Flood Sign and Post	840.00	2.000	EA	2.000	420.00000	0.00	840.00	100.00%	840.00	0.000	0.00
98	W1-4 (R) Sign & Post	770.00	2.000	EA	2.000	385.00000	0.00	770.00	100.00%	770.00	0.000	0.00
99	W1-8 Chevron Sign and Post	5,100.00	15.000	EA	15.000	340.00000	0.00	5,100.00	100.00%	5,100.00	0.000	0.00
100	W1-10R Sign and Post	370.00	1.000	EA	1.000	370.00000	0.00	370.00	100.00%	370.00	0.000	0.00
101	W-13-1P (30) Sign and Post	770.00	2.000	EA	2.000	385.00000	0.00	770.00	100.00%	770.00	0.000	0.00
102	W20-1 "Road Work 1000 FT" Sign and Post	930.00	2.000	EA	2.000	465.00000	0.00	930.00	100.00%	930.00	0.000	0.00
103	W20-1 "Road Work 1500 FT" Sign and Post	930.00	2.000	EA	2.000	465.00000	0.00	930.00	100.00%	930.00	0.000	0.00
104	W24-1(L) Sign Only	420.00	2.000	EA	2.000	210.00000	0.00	420.00	100.00%	420.00	0.000	0.00
105	Street light pole, base & luminaire	35,000.00	5.000	EA	5.000	7,000.00000	0.00	35,000.00	100.00%	35,000.00	0.000	0.00

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Lakewood, CO 80228

Invoice Due Date: 04/30/23

Payment Terms: Net 30 days

Contract: 20011- ACCMD - 26th Ave & 1st Creek Improvements

								Total				
		Contract	Contract		Quantity	Unit	Materials	Completed And Stored		Amount	Quantity	Amount
Item	Description	Amount	Quantity	U/M	JTD	Price	On-Site	To Date	%	Previous	This Period	This Period
106	#8 Conductor in 2" Conduit	34,907.60	1,918.000	LF	1,918.000	18.20000	0.00	34,907.60	100.00%	34,907.60	0.000	0.00
107	Electrci Pull box	2,900.00	2.000	EA	6.000	1,450.00000	0.00	8,700.00	300.00%	8,700.00	0.000	0.00
108	Electric cabinet with meter & Disconnect	11,600.00	1.000	EA	1.000	11,600.00000	0.00	11,600.00	100.00%	11,600.00	0.000	0.00
109	Lower, Store & Raise Sanitary Manhole 40-47	2,800.00	1.000	EA	0.000	2,800.00000	0.00	0.00	0.00%	0.00	0.000	0.00
110	Silt Fence (Reinforced)	8,750.00	2,500.000	LF	2,500.000	3.50000	0.00	8,750.00	100.00%	8,750.00	0.000	0.00
111	Dewatering at North Culvert	31,000.00	1.000	EA	1.000	31,000.00000	0.00	31,000.00	100.00%	31,000.00	0.000	0.00
112	Permit Cost Reimbursement	100,000.00	1.000	LSU	0.417	100,000.00000	0.00	41,697.73	41.70%	41,697.73	0.000	0.00
113	Dewatering Setup south of the shoofly	1,300.00	1.000	EA	1.000	1,300.00000	0.00	1,300.00	100.00%	1,300.00	0.000	0.00
114	Dewatering Frist Creek Channel south of the Shoofly	18,800.00	4.000	MOS	4.000	4,700.00000	0.00	18,800.00	100.00%	18,800.00	0.000	0.00
115	Shoofly non-asphalt repair mobilization	1,320.00	4.000	EA	0.000	330.00000	0.00	0.00	0.00%	0.00	0.000	0.00
116	Shoofly asphalt repair mobilizations	3,000.00	2.000	EA	1.000	1,500.00000	0.00	1,500.00	50.00%	1,500.00	0.000	0.00
117	Shoofly asphalt patching	2,500.00	10.000	TON	6.080	250.00000	0.00	1,520.00	60.80%	1,520.00	0.000	0.00
118	Shoofly guardrail Mobilization	2,100.00	1.000	EA	0.000	2,100.00000	0.00	0.00	0.00%	0.00	0.000	0.00
CCO#	1 Stabilized Access Road	63,414.50	1.000	LSU	0.000	63,414.50000	0.00	63,414.50	100.00%	63,414.50	0.000	0.00
CCO #	2 Lined Diversion Channel	49,287.50	1.000	LSU	0.000	49,287.50000	0.00	43,037.50	87.32%	43,037.50	0.000	0.00
CCO #	3 Stabilization for Sanitary Sewer and Waterline	-44,040.31	1.000	TON	0.000	-44,040.31000	0.00	14,920.00	-33.88%	14,920.00	0.000	0.00
CCO#	4 In-Line Anchor	9,047.47	1.000	EA	0.000	9,047.47000	0.00	9,047.47	100.00%	9,047.47	0.000	0.00
CCO#	5 Spring 2022 Unit Rate Adjustments	430,281.47	1.000	LSU	0.488	430,281.47000	0.00	209,968.91	48.80%	209,968.91	0.000	0.00
CCO #	7 Landscape Rock Mulch	0.00	0.000	EA	1.000	0.00000	0.00	21,458.00	0.00%	21,458.00	0.000	0.00
									Total Billed	l To Date:		4,552,104.52

led To Date: 4,552,104.52

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2027 W Colfax Ave Denver, CO 80204

To: ACC Metropolitan District

141 Union Blvd

Lakewood, CO 80228

Contract: 20011- ACCMD - 26th Ave & 1st Creek Improvements

Invoice: 20011-RR

Date: 03/31/23

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Payment Terms: Net 30 days

Less Retainage: Less Previous Applications: **0.00** 4,552,104.52

Total Due This Invoice:

227,605.23

CHANGE ORDER

Change Order No: 23	Date Issued: may 22, 2023
Name of Agreement: Service Agreement For Profession	nal Civil Engineering Services
Date of Agreement: January 19, 2017	District(s): ACC Metropolitan District
Other Party/Parties: Kimley-Horn and Associates, Inc	·.
CHANGE IN SCOPE OF SERVICES (describe):	
See attached Proposal (Revised Task 43	s), dated May 16, 2023.
CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price:	Original Term:
\$170,300 (plus T&M for Task 5)	Expires, 20
Increase of Change Order No. 1:	New Term:
\$8,700 Increase of Change Order No. 2: \$23,900	Expires, 20
Increase of Change Order No. 3: \$10,000	
Increase of Change Order No. 4: \$15,000	
Increase of Change Order No. 5: \$73,050	
\$18,000 (Allowance for Task 13) Increase of Change Order No. 6: \$5,700	
Increase of Change Order No. 7: \$174,200	
\$12,000 (Allowance TO 17) Increase of Change Order No. 8:	
\$146,300 \$33,000 (Up to, billed hourly for Task 18) \$25,000 (Up to, billed hourly for Task 19)	
Increase of Change Order No. 9: \$63,800	
Increase of Change Order No. 10: \$54,400	
Increase of Change Order No. 11 \$84,550	
\$13,800 (Up to, billed hourly for TO 28) Increase of Change Order No. 12	
\$43,000 (New Task 33) \$5,000 (Up to, billed hourly for Task 30) Increase of Change Order No. 13 \$70,135 (New Task 35) \$<10,000> (Credit Task 13) Increase of Change Order No. 14 \$46,195 (New Task 36)	
\$<8,200> (Credit Task 17)	

Increase of Change Order No. 15	
\$18,000 (Revised task 25)	
\$15,000 (Revised Task 27)	
\$20,000 (New Task 37)	
\$20,000 (Revised Task 22)	
\$15,000 (New Task 38)	
\$70,200 (Revised Task 30)	
\$25,000 (New Task 39)	
Increase of Change Order No. 16	
\$4,200 (New Task 40)	
Increase of Change Order No. 17	
\$9,250 (Revised Task 13)	
\$10,250 (Revised Task 13, RR Spur Survey) \$3,500 (Revised Task 13 Smith Rd. Survey)	
\$8,725 (Rev. Task 25.1 Smith Rd. Concept)	
\$46,000 (Rev. Task 25.2 Smith Rd. Plans)	
\$14,000 (Rev. Task 25.2 Shifti Rd. Flans) \$14,000 (Rev. Task 25.3 Picadilly Revisions)	
\$13,575 (Rev. Task 25.4 Deferral)	
\$7,500 (Rev. Task 25.5 Picadilly Drainage)	
\$24,700 (Rev. Task 33.1-33.3 Proj. Gdlines)	
\$10,250 (Rev. Task 33.4-33.7 Drainage)	
Increase of Change Order No. 18	
\$4,800 (Revised Task 13, RR Spur Survey)	
Increase of Change Order No. 19	
\$22,500 (Revised Task 5)	
\$27,000 (Revised Task 39)	
Increase of Change Order No. 20	
\$48,500 (Revised Task 33)	
Increase of Change Order No. 21	
\$18,000 (Revised Task 5)	
\$18,000 (Revised Task 39)	
Increase of Change Order No. 22	
\$39,500 (New Task 41)	
\$4,290 (New Task 42)	
\$15,500 New Task 43)	
Increase of Change Order No. 23	
\$5,500 (Revised Task 43)	A
Price with all Approved Change Orders:	Agreement Time with all Approved Change Orders:
\$1,527,070.00 (plus T&M for Task 5, \$8,000	
Allowance for Task 13, up to \$3,800 for Task 17, up to	
\$33,000 for Task 18, up to \$25,000 for Task 19, up to	
\$13,800 for Task 28 and \$5,000 for Task 30).	
ABBROWED	ABBROXIED
APPROVED:	APPROVED:

APPROVED:	APPROVED:
A 1 0 1	
By: Julie von Clausburg District	By: Kandall J. Phelps Consultant

EXHIBIT A



May 16, 2023

PICADILLY ROAD ADDITIONAL SERVICES

Project Understanding

Amendment to the agreement between ACC Metropolitan District ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated August 13, 2018 (the "Agreement") concerning Civil Design Services for Picadilly Road (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

Additional services included in this Amendment are related to the extension of an existing track associated with the Picadilly Road Railroad Spur Redesign.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Rev Task 43 – Subsurface Utility Engineering (SUE) Investigation

SUE Work will be completed in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Work will include:

- Utility Records Research
- QL-B Investigation
- QL-A Testholes

A QL-B SUE Plan file will be produced depicting the type and horizontal location of the designated utilities. Additionally, a Testhole Data Report and CADD file showing the location of the testholes will be provided.

FEE AND EXPENSES

Kimley-Horn will provide the services described within the Scope of Services for the following additional fees as noted below:

Task	Description	Additional Fee
Rev Task 43	Subsurface Utility Engineering (SUE) Investigation	\$5,500 LS



Title ACC metro District Change Order 23

File name Change Order No. ...Horn 05.22.23.pdf

Document ID a7968beb90cc3b5cd815e191e2f7eaa8cd808e6d

Audit trail date format MM / DD / YYYY

Status • Signed

Document History

(C)	05 / 23 / 2023	Sent for signature to Julie von Clausburg
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SENT 20:44:21 UTC (jvonclausburg@firstindustrial.com) and Randall Phelps

(randall.phelps@kimley-horn.com) from dsolin@sdmsi.com

IP: 50.78.200.153

O5 / 23 / 2023 Viewed by Randall Phelps (randall.phelps@kimley-horn.com)

VIEWED 20:47:41 UTC IP: 134.238.198.139

SIGNED 21:04:01 UTC IP: 134.238.198.139

O5 / 30 / 2023 Viewed by Julie von Clausburg

VIEWED 18:40:12 UTC (jvonclausburg@firstindustrial.com)

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<u>▶ 05 / 30 / 2023</u> Signed by Julie von Clausburg

SIGNED 18:43:31 UTC (jvonclausburg@firstindustrial.com)

IP: 107.0.70.18

7 05 / 30 / 2023 The document has been completed.

COMPLETED 18:43:31 UTC

PUBLIC IMPROVEMENT DEFERRAL AGREEMENT (STORM SEWER IMPROVEMENTS)

This Agreement, made this	day of August, 2022, by and between the ACC
Metropolitan District, a quasi-municipal of	corporation and political subdivision of the State of
	he City of Aurora, Colorado, a municipal corporation for
the State of Colorado, hereinafter referre	

WITNESSETH:

WHEREAS, pursuant to the authority granted to the District by its Service Plan, as approved by the City Council of the City of Aurora on September 8, 2003, as it may be amended from time to time (the "Service Plan"), the District was formed, among other things, to provide for the design, construction and financing of public improvements to benefit properties within its boundaries, which include the Aurora Commerce Center, in the City of Aurora, County of Adams, State of Colorado.

WHEREAS, the Service Plan for the District contemplated that the District would be responsible for certain public improvements, including those storm sewer improvements as set forth on the construction plans attached hereto and incorporated herein as **Exhibit A** (the "**Deferred Improvements**"), which construction plans have been approved by the City;

WHEREAS, Deferred Improvements are all the improvements within the approved plans (COA EDN 221219), except those depicted within Exhibit A noted as "non-deferred construction".

WHEREAS, certain of the Deferred Improvements will also require approval and permits from the Union Pacific Railroad Company ("**UPRR**"), which UPRR permits and approvals have not yet been obtained;

WHEREAS, there are a number of improvements that constitute the complete construction of the public improvements (the "Ultimate Build Improvements") as contained within approved Civil Plans (EDN 221219), prepared by Kimley-Horn and Associates, Inc..., including, but not limited to those Deferred Improvements set forth herein and certain other roadway improvements (the "Roadway Improvements") to be set forth in a separate deferral agreement (the "Roadway deferral Agreement") and "non-deferred", as defined in Exhibit A ("Deferred Improvements"), Exhibit B ("Roadway Improvements"), and Exhibit C ("Non-Deferred Improvements").

WHEREAS, at this time the City and other third-parties are not yet ready to commence construction of all portions of the **Ultimate Build Improvements** for a variety of reasons;

WHEREAS, the District has issued general obligation indebtedness that is to be repaid from the imposition of a mill levy and the ad valorem tax revenue generated there from;

WHEREAS, the District will benefit from the development of property within the District to create a tax base to repay the District's general obligation indebtedness;

WHEREAS, certain real property within the District is anticipated to be developed, namely: Aurora Commerce Center Subdivision Filing No 3, Lots 1 and 2 within Block 1 (the "**Property**");

WHEREAS, in connection with the development of the Property, the District has the obligation to complete the Deferred Improvements;

WHEREAS, the District has requested that the Property be allowed to develop and an Occupancy Permit from Aurora granted therefore without having installed the Deferred Improvements; and

WHEREAS, pursuant to City Code Section 146-5.3.19(b), the Director of Public Works has granted a deferral of the Deferred Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and further consideration of Aurora deferring the installation of the Deferred Improvements, IT IS AGREED:

- That Aurora shall issue the Occupancy Permit(s) requested.
- That the District, for itself, its heirs, successors and assigns, agrees with Aurora 2. that within six (6) months following the later to occur of: (a) the date the UPRR approvals/permits are obtained; and (b) the date upon which Aurora gives written notice by Certified Mail to the District, the District shall commence construction of the Deferred Improvements in accordance with this Agreement and the terms of that certain Storm Construction and Cost Reimbursement Agreement by and between the Parties (the "Storm Reimbursement IGA") and approved by Resolution of the City Council; or secure the same by a method of security as provided in Code Section 146-5.3.19(c), for the installation of the Deferred Improvements. Aurora may issue said notice at any time, including but not limited to, such time as the Director of Public Works determines that additional public improvement construction is to occur adjacent to or near the abovedescribed Property. Furthermore, within thirty (30) days following the date Aurora delivers written notice to the District to commence construction of the Deferred Improvements, the District shall obtain a performance bond naming Aurora as the beneficiary thereof.
- 3. Failure of the District to respond and comply (as defined in City Code Section 146-5.3.19(b) with the notice given by Aurora to commence construction of the public improvements or provide security for the installation of the Deferred Improvements shall constitute the District's consent to Aurora's pursuit of one or more of the following remedies:
 - A. Application of the funds which are payable or due the City to the construction of said public improvements or institute suit in any court of competent jurisdiction to obtain the amount which may be due and owing to it either on any method of security or for breach of contract or such other remedy as may be appropriate.
 - B. Draw on any security provided by the District.
- In the event the City creates a special improvement district for the construction of the said public improvements with Aurora, the District, for itself, its heirs, successors, and assigns, agrees this Agreement shall constitute District's consent to and petition for the creation of a special improvement district by Aurora for the construction of the public improvements required by the abovereferenced Covenant. The Property shall be assessed for the costs of

construction, engineering, and incidentals in conjunction with the creation of said improvement district. Said costs shall represent the special benefits accruing to the Property due to the construction of said public improvements. The assessment of said costs shall constitute a lien against the Property described herein until fully paid.

- 5. The City agrees that it will authorize an approval extension of the expiration of the currently approved civil plans (EDN 221219) for a period of five (5) years following the date hereof. The City reserves the right to request revision, prior to issuance of Public Improvement Permit, to approved civil plans if the City's code and criteria have been updated, and the updates impact public health and safety.
- 6. This Agreement shall be recorded with the Clerk and Recorder of Adams County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

IN WITNESS WHEREOF, the Parties have subscribed this day of	re caused their names to be hereunto
subscribed this day or	DISTRICT:
	ACC METROPOLITAN DISTRICT, a quasi-
	municipal corporation and political subdivision of the State of Colorado
	By:
	Title:
STATE OF COLORADO) ss.	
County of)	
The foregoing Agreement was acknowled, 20, byas Presid municipal corporation and political subdivision of	dged before me this day of lent of the ACC Metropolitan District, a quasi- the State of Colorado.
Witness my hand and official seal.	
	Notary Public
My Commission expires:	
	CITY OF AURORA:
	Director of Public Works
	Approved as to form
	Reviewed by City Engineer
	Reviewed by Aurora Water
	Reviewed by Real Property

EXHIBIT A

Deferred Roadway Improvements

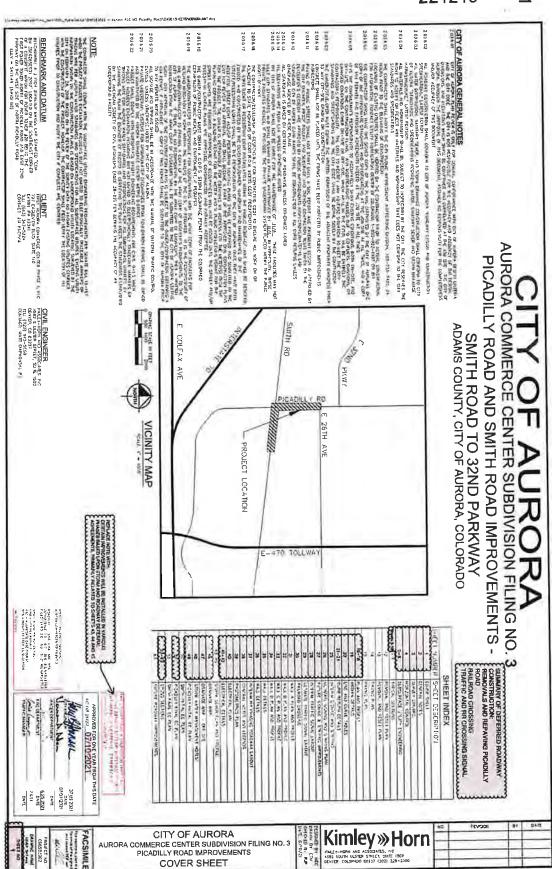


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

APPROVED ON 07/12/2021

SHEET 1 OF 48

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EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

SHEET 2 OF 48

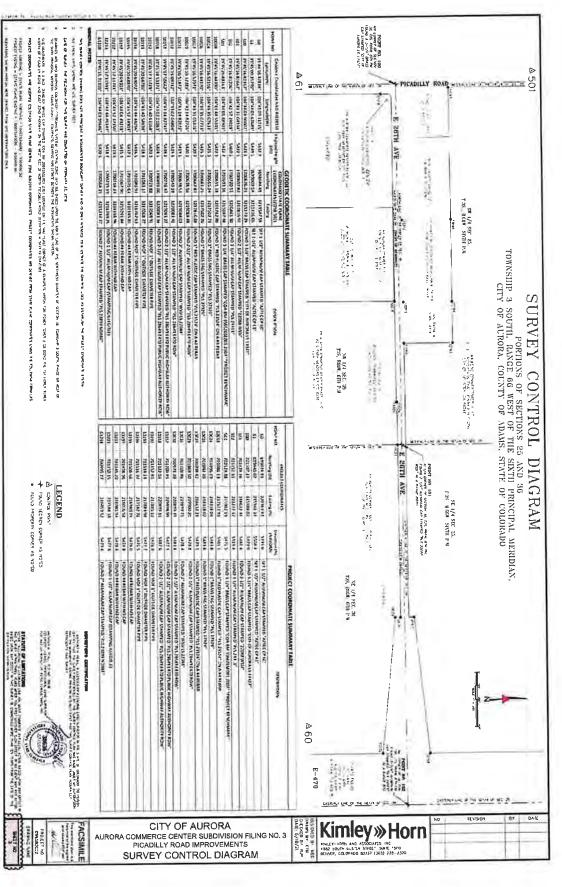
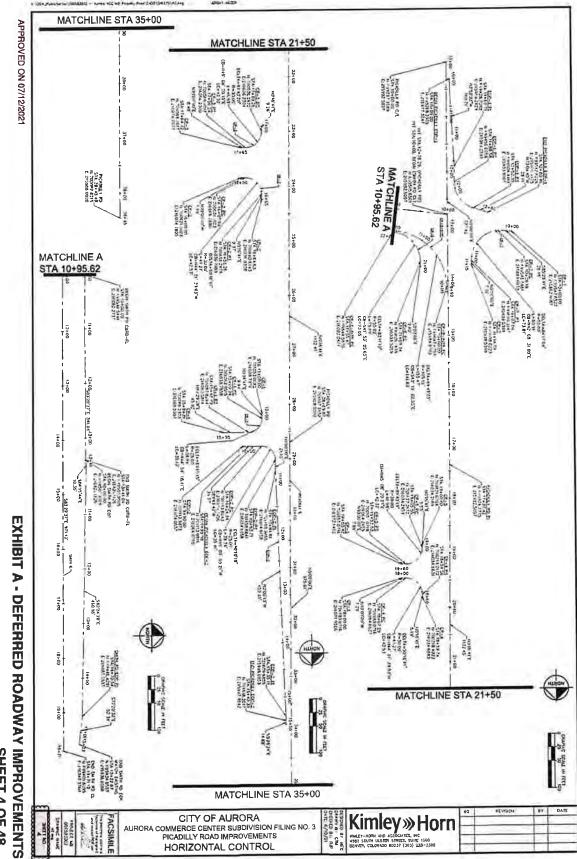


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

APPROVED ON 07/12/2021

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SHEET 4 OF 48

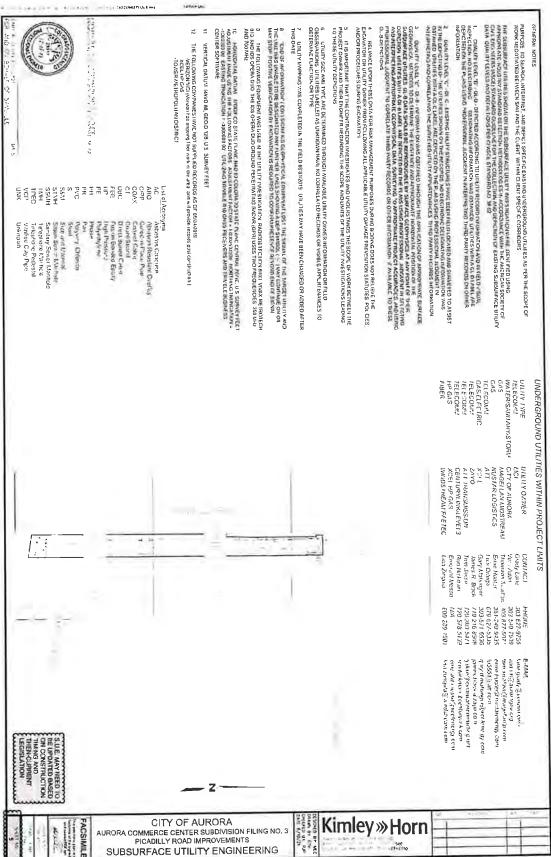
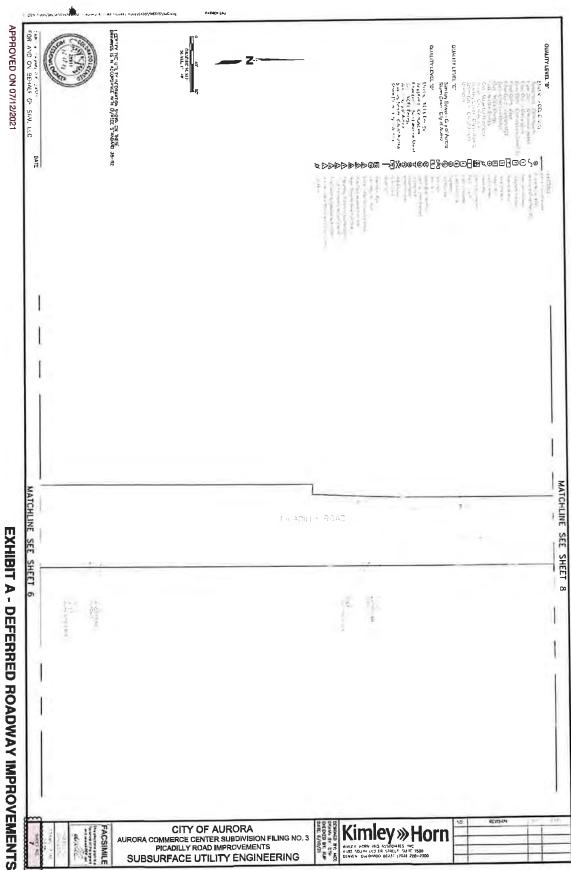


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

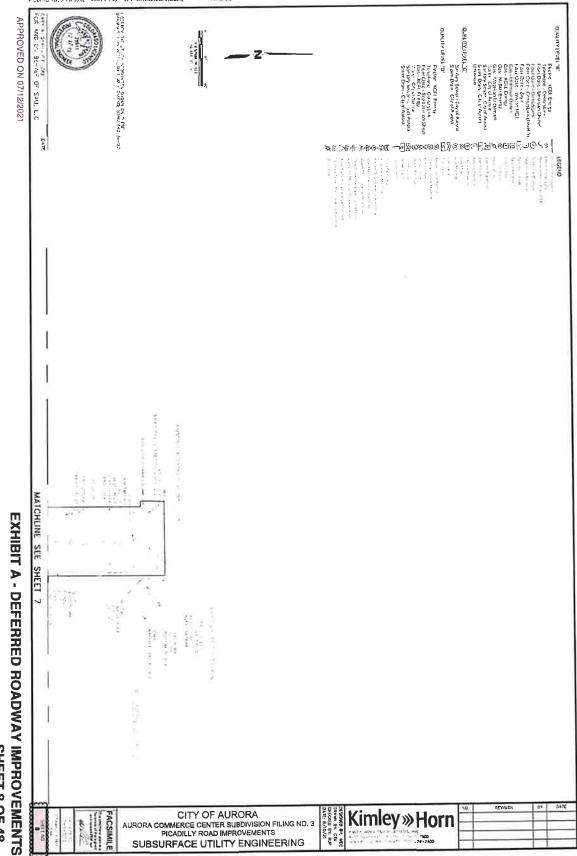
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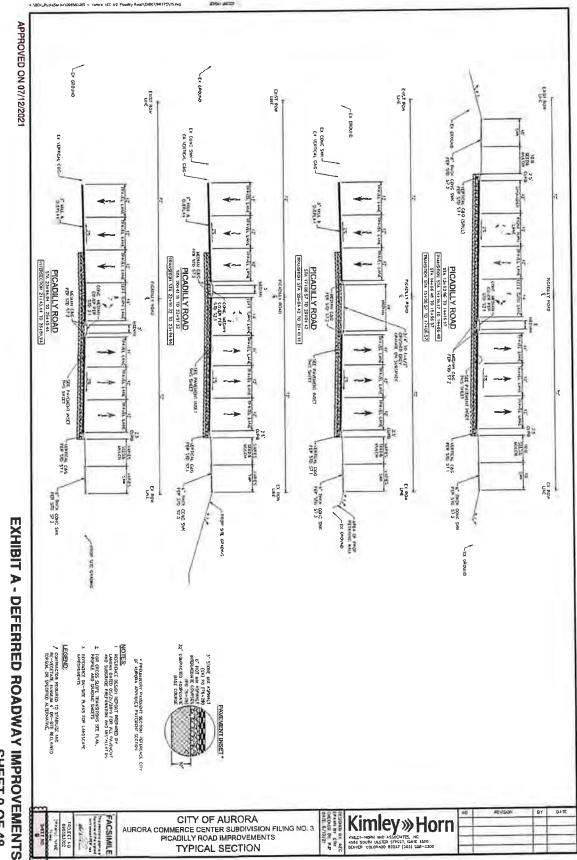
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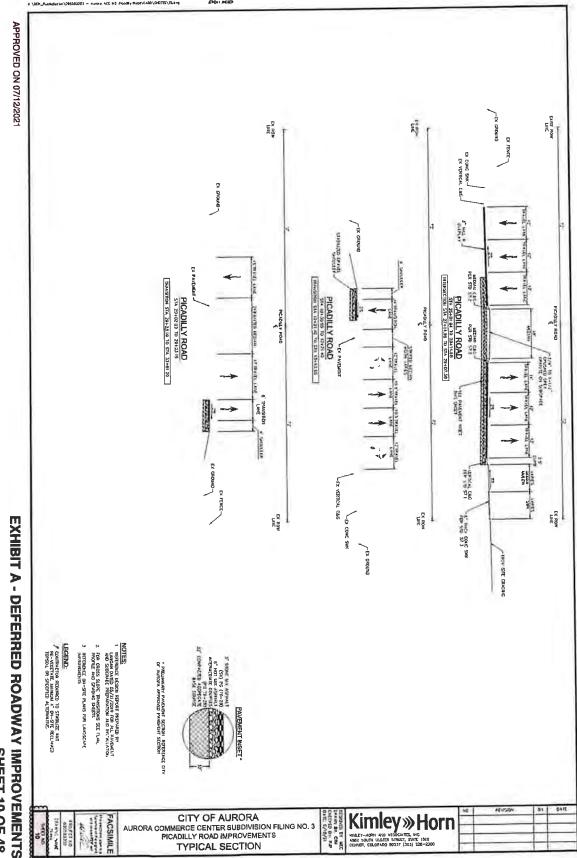
SHEET 7 OF 48



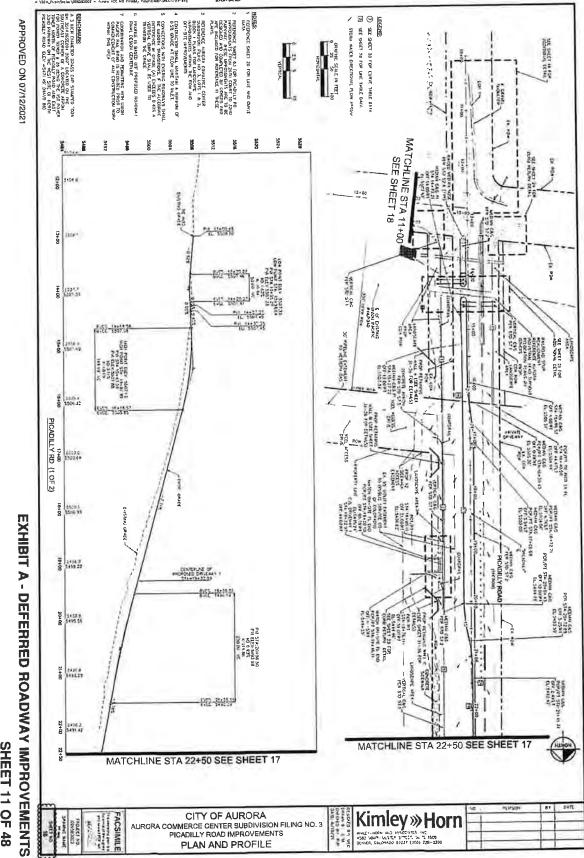
SHEET 8 OF 48



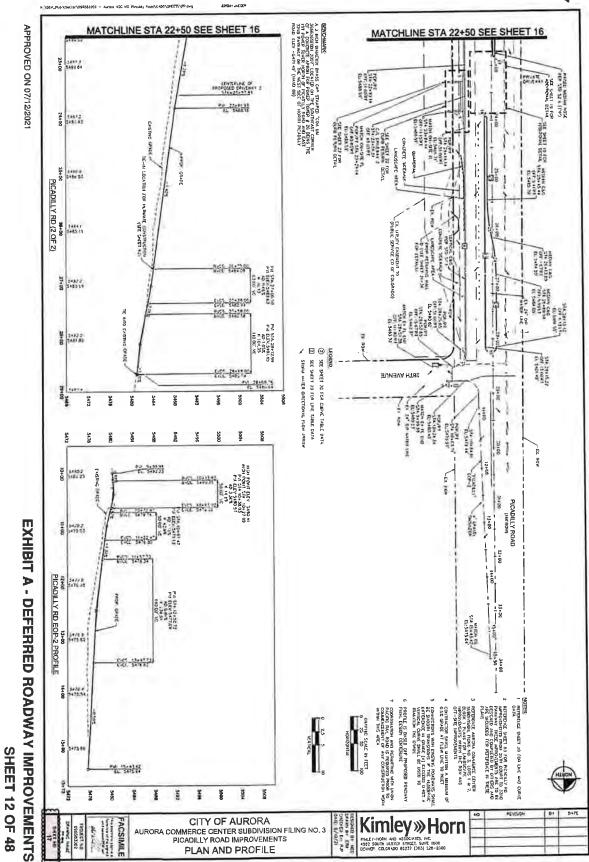
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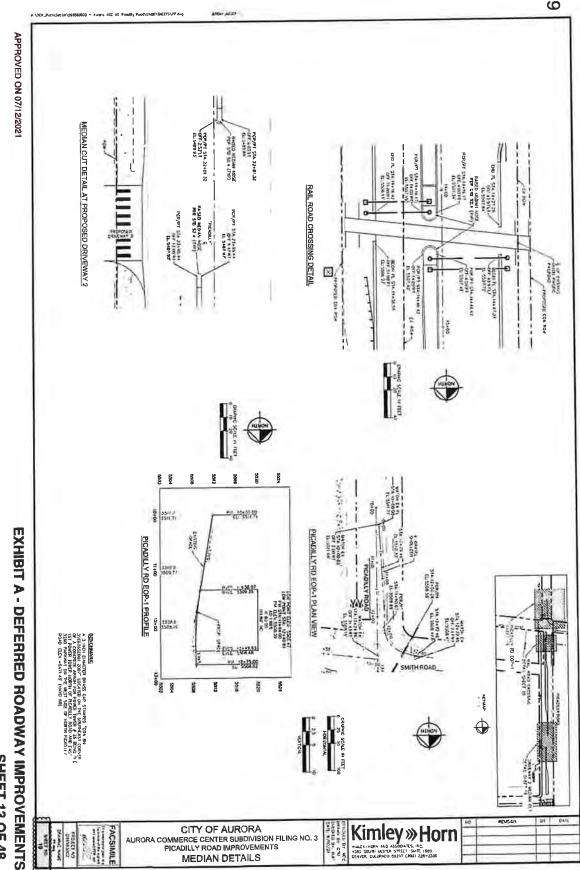


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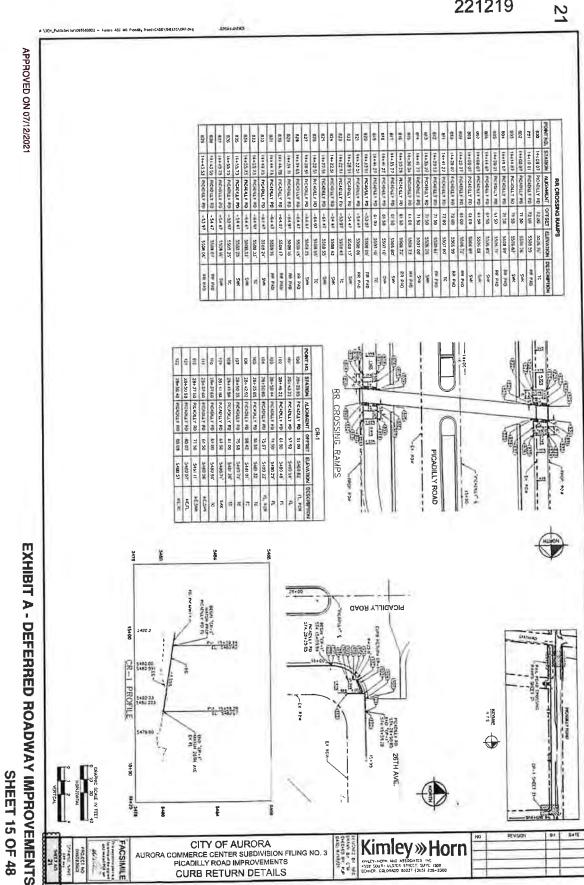




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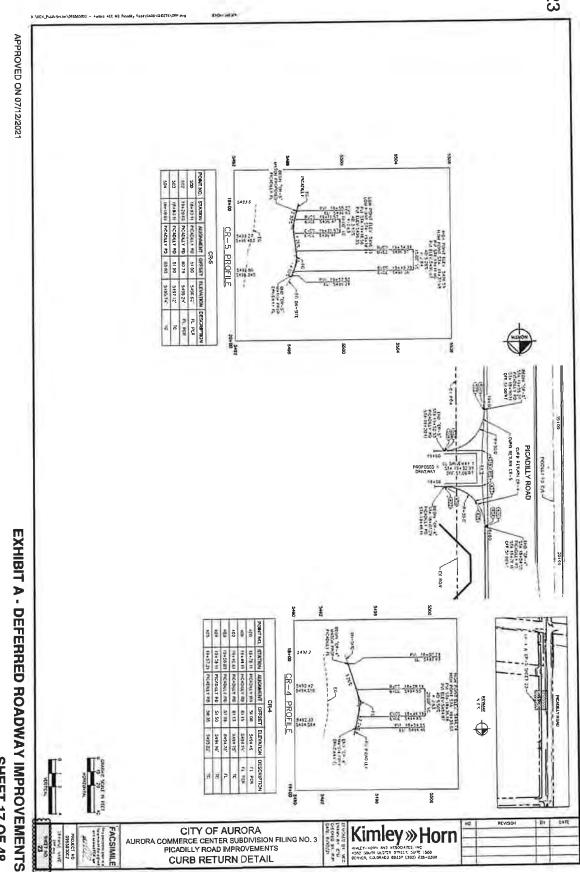
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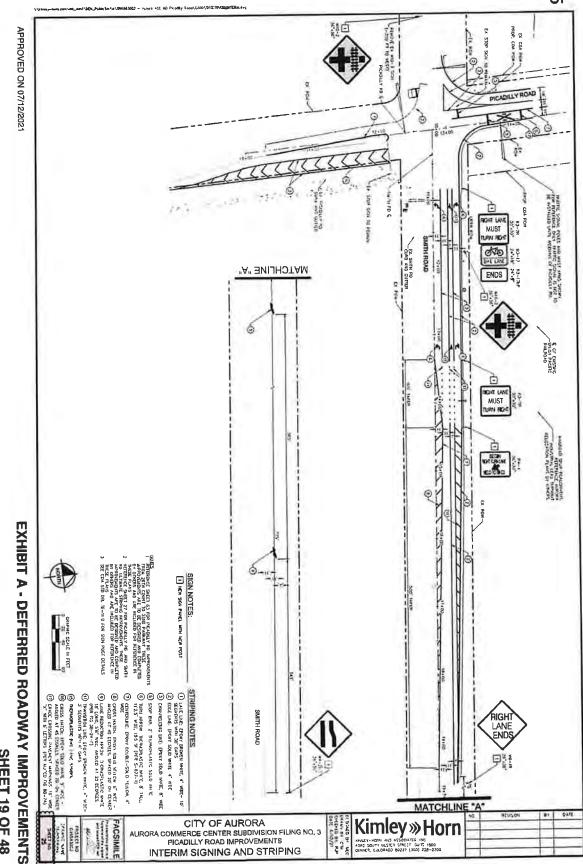
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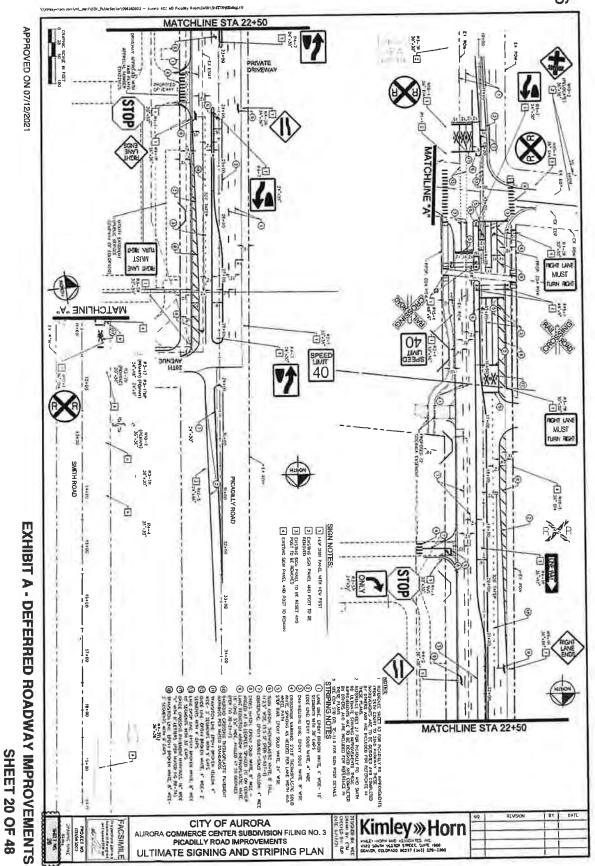
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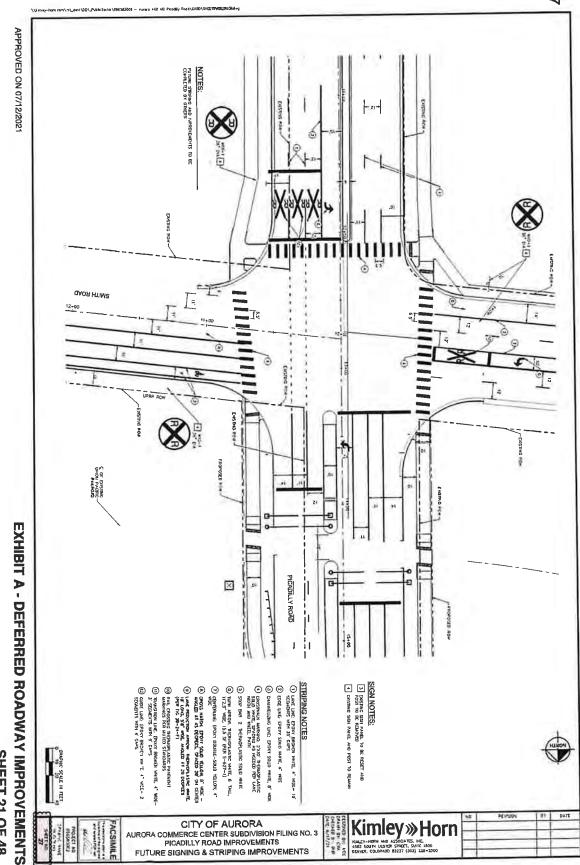
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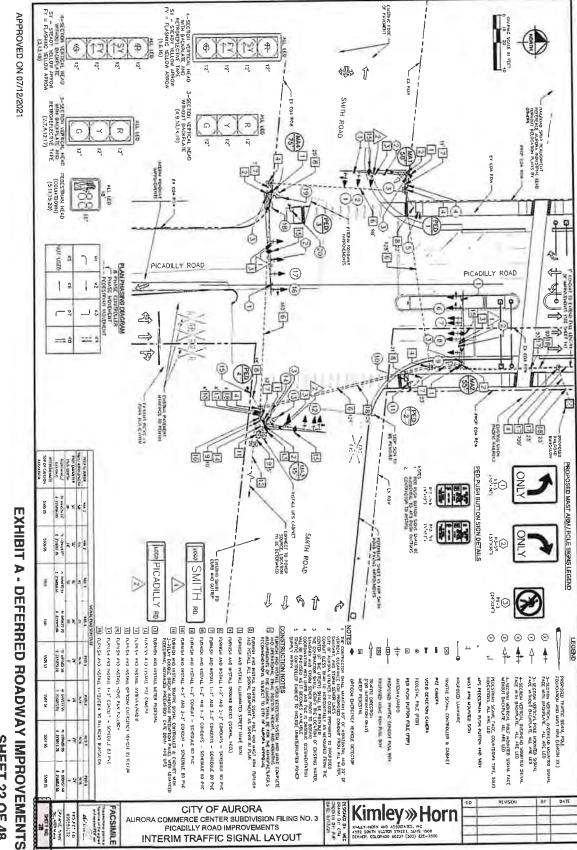


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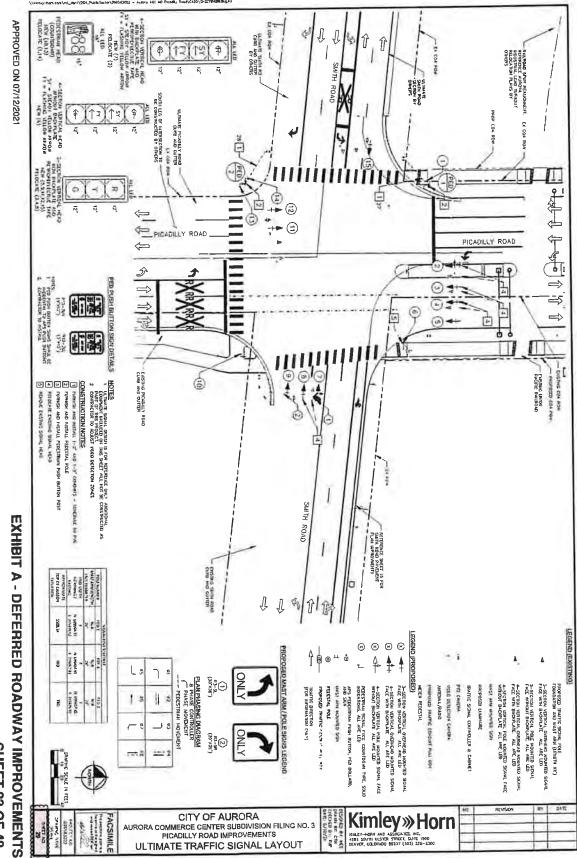




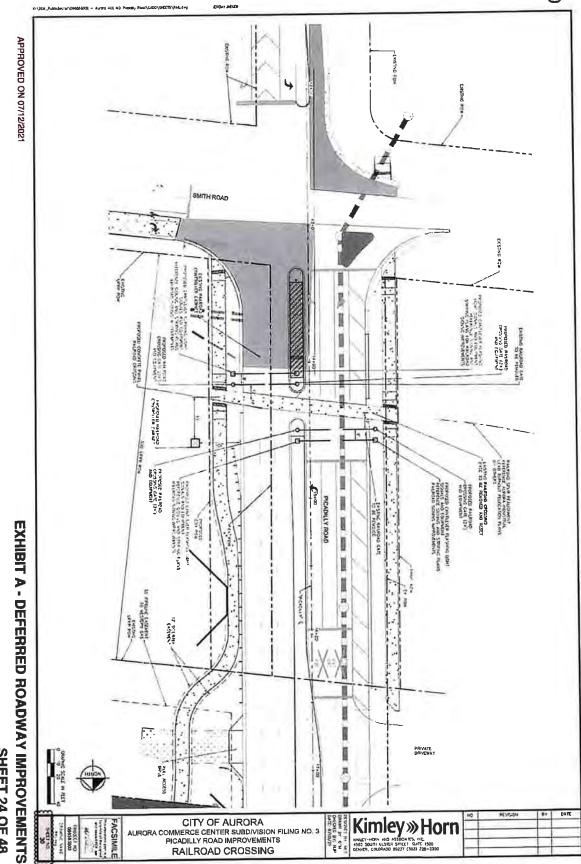
SHEET 21 OF 48



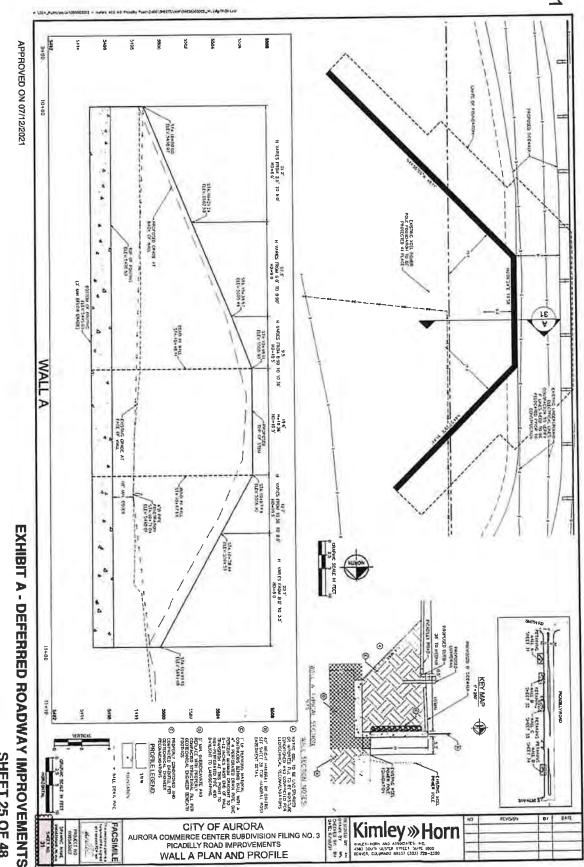
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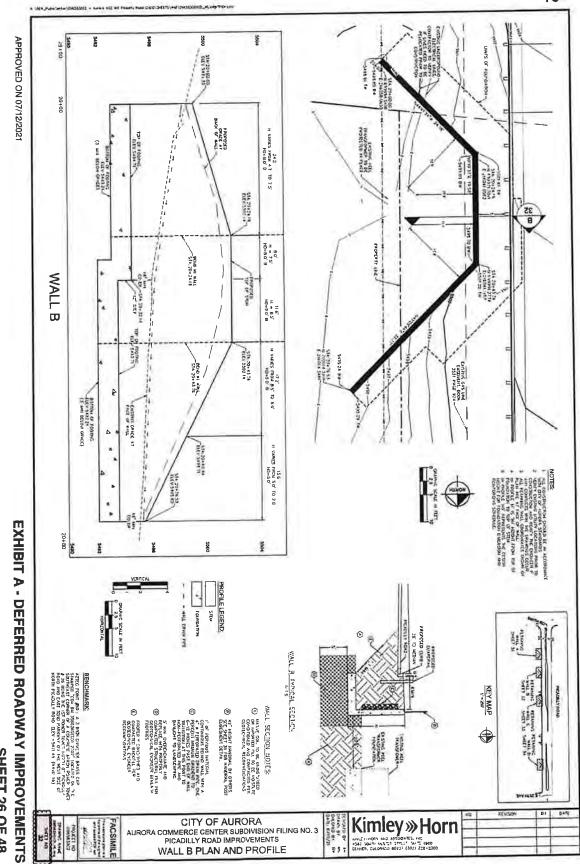
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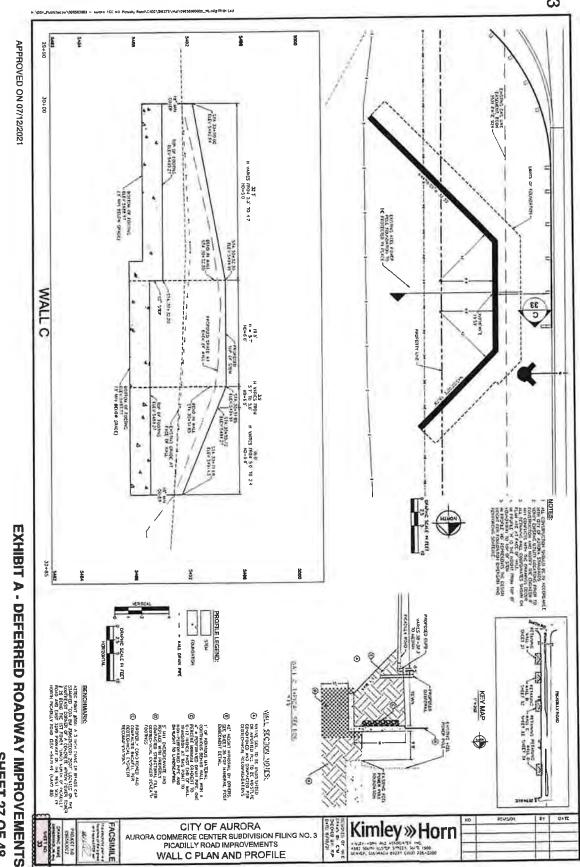
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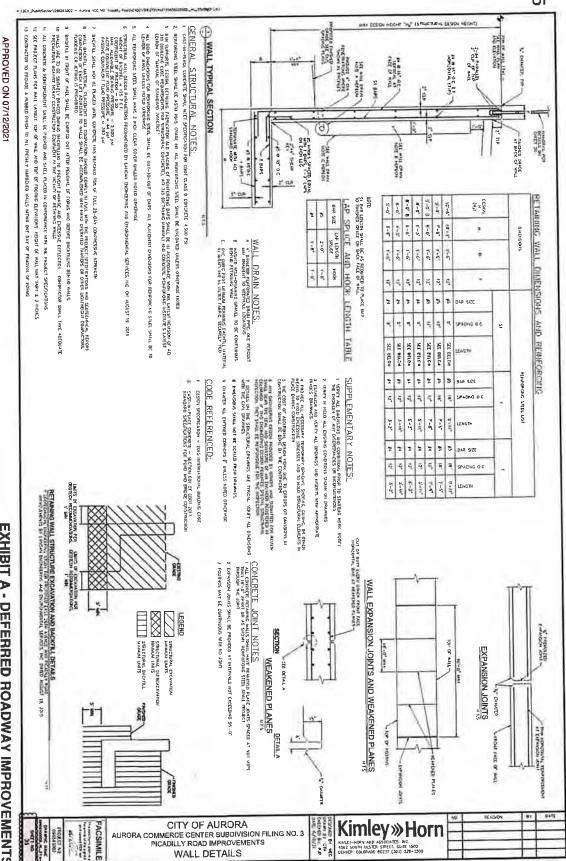
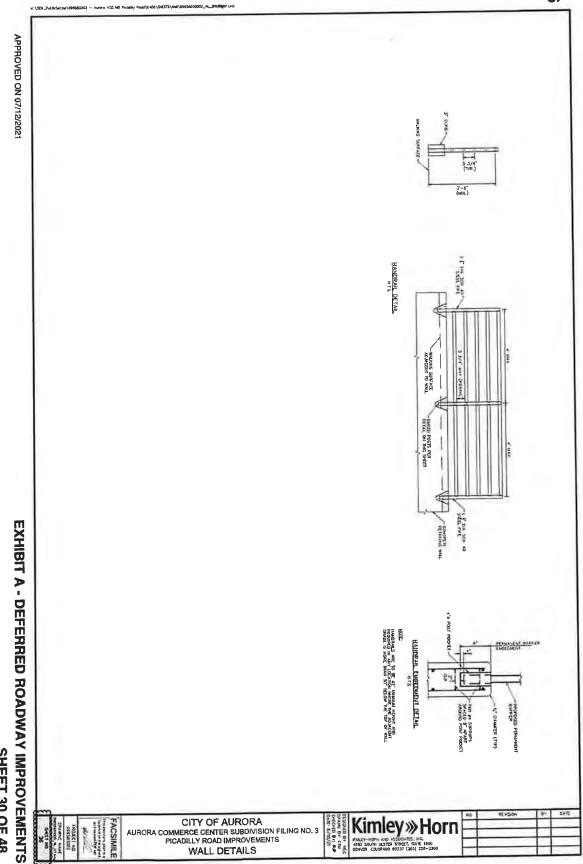
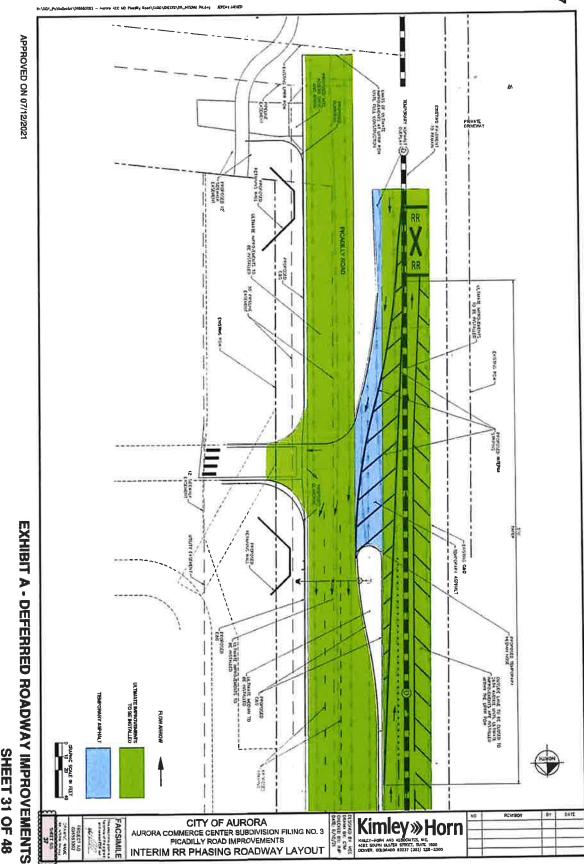


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

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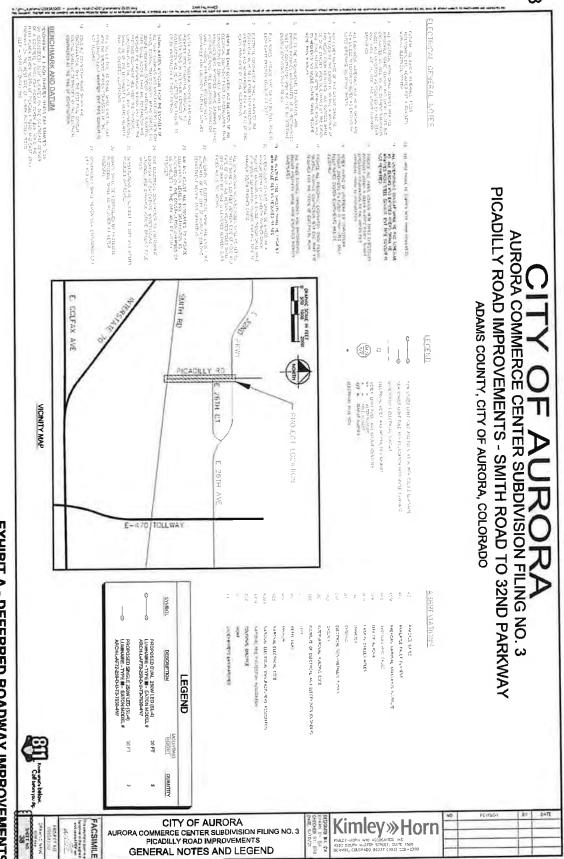
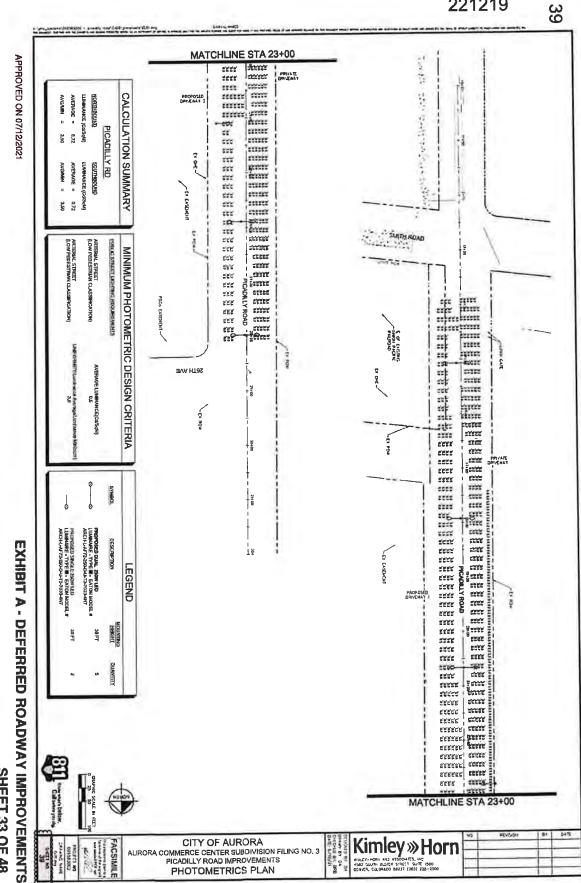


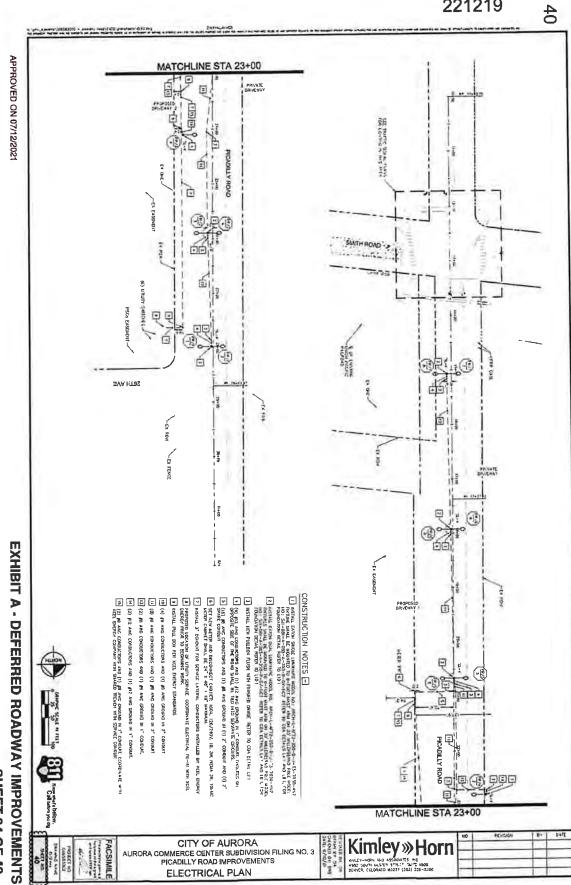
EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

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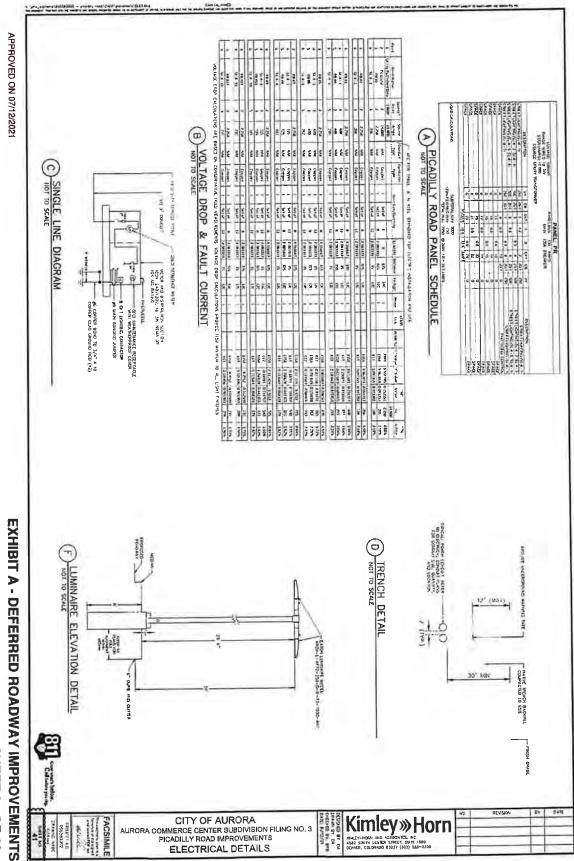


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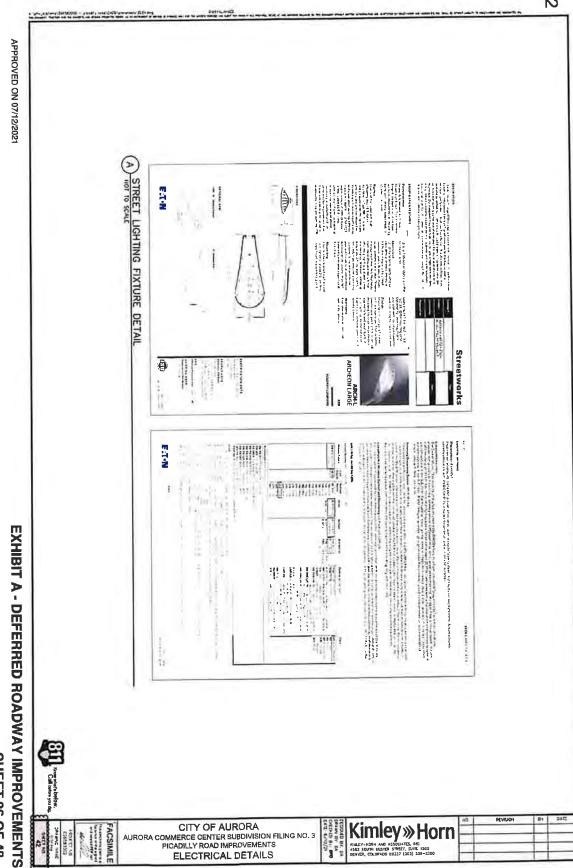




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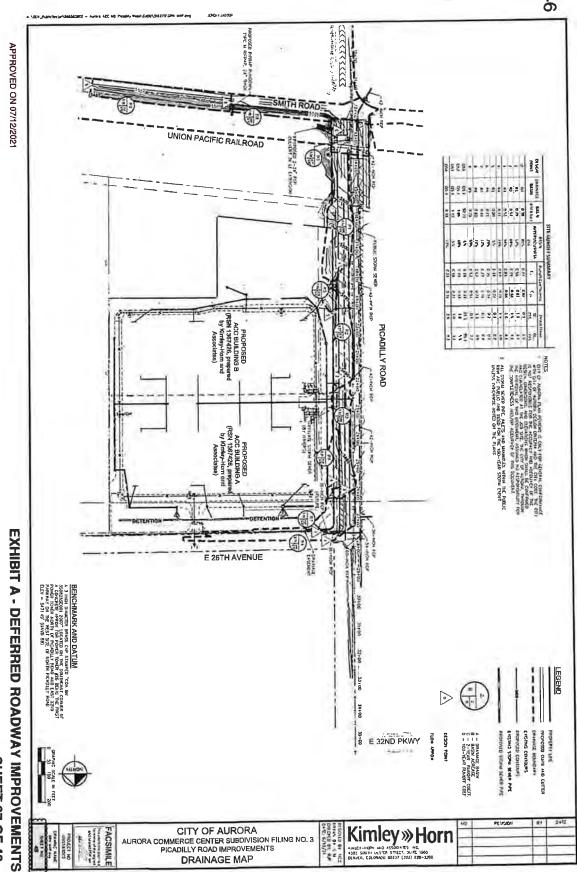


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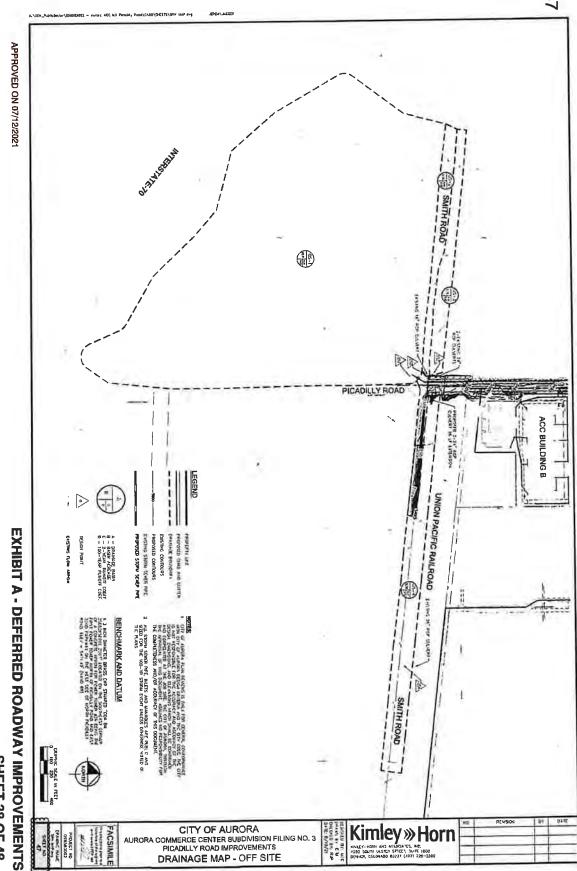
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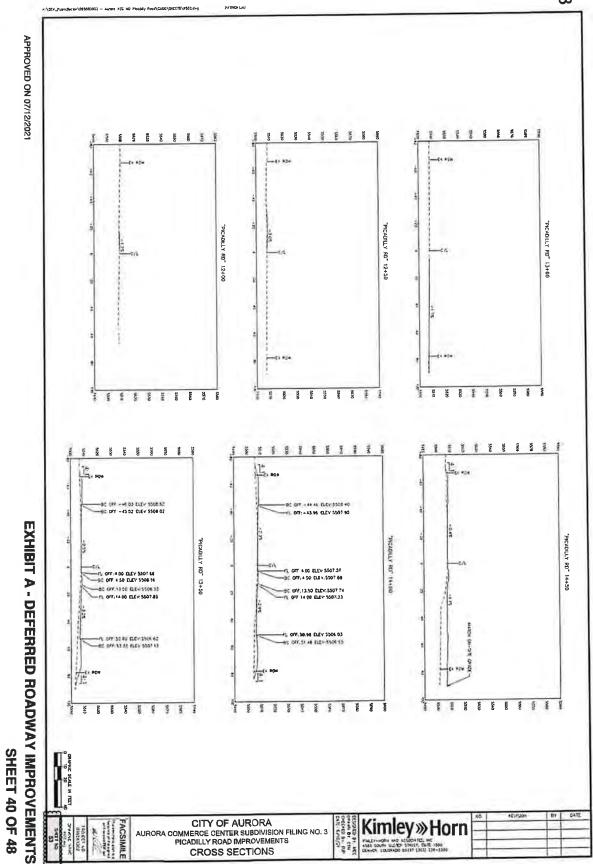
SHEET 37 OF 48

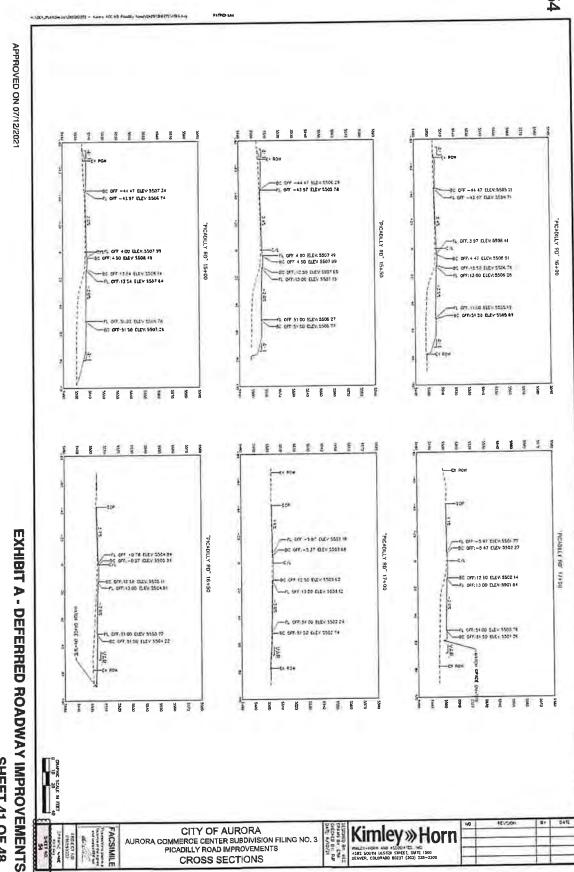




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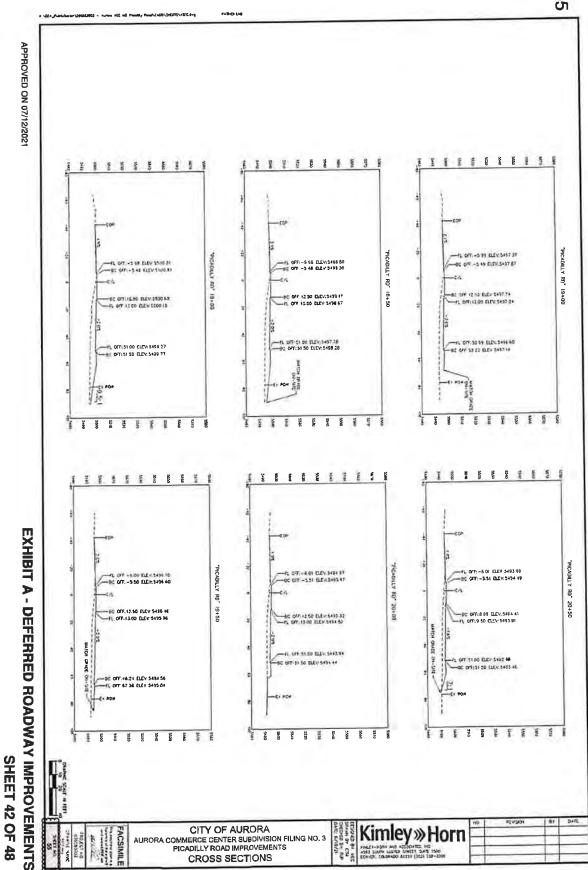
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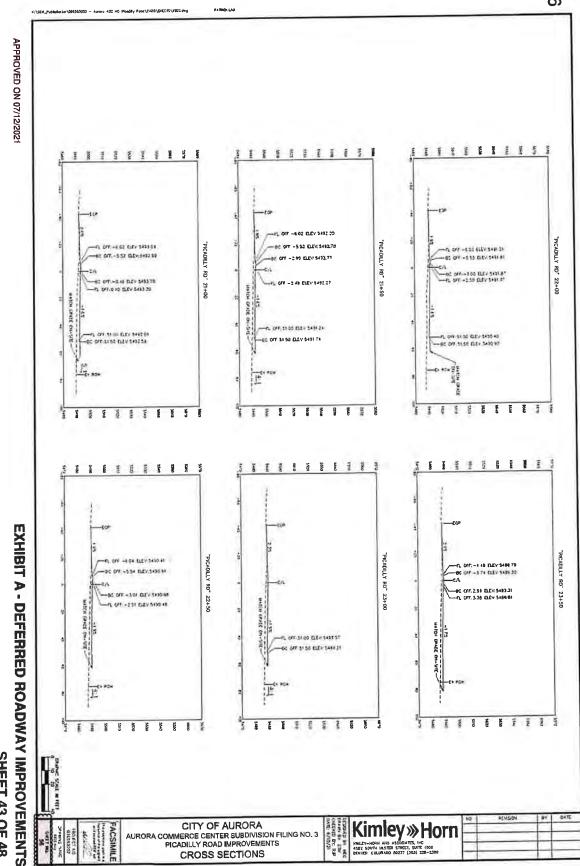




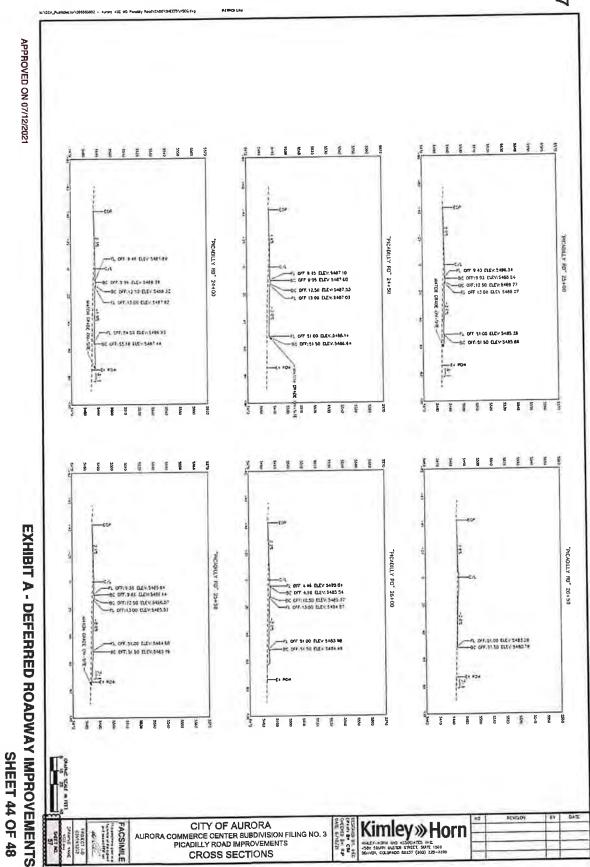
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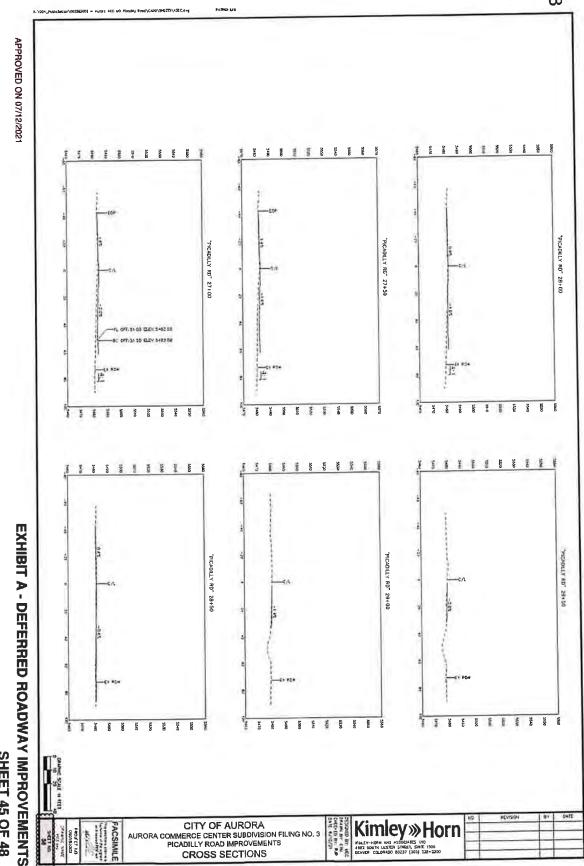
SHEET 41 OF 48



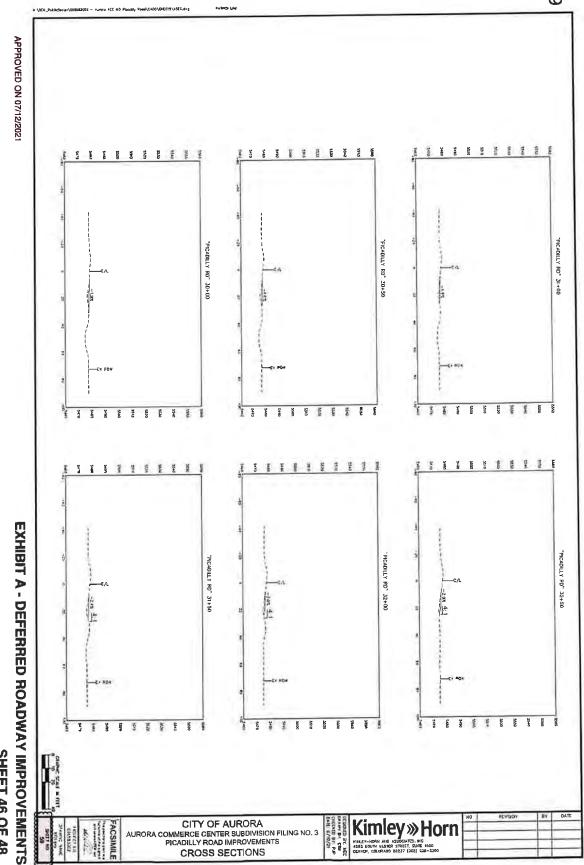


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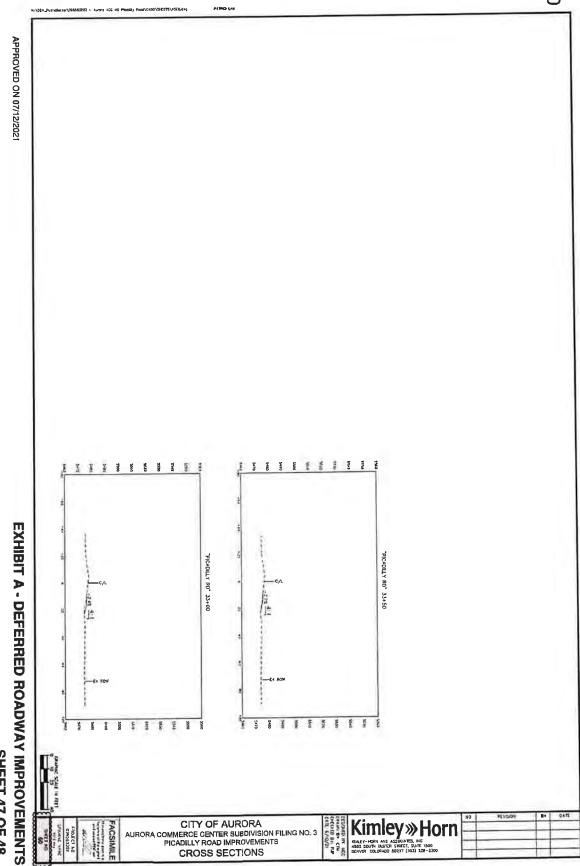




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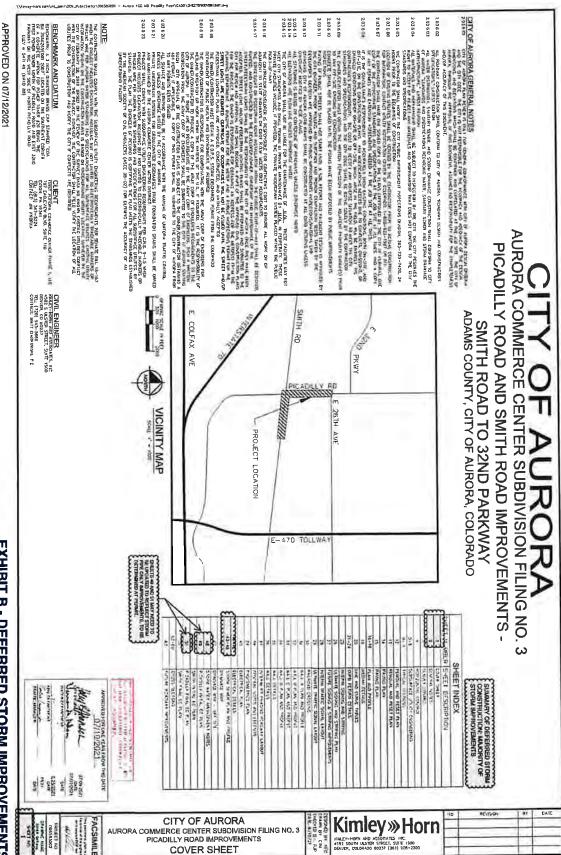


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EXHIBIT B

Deferred Storm Improvements



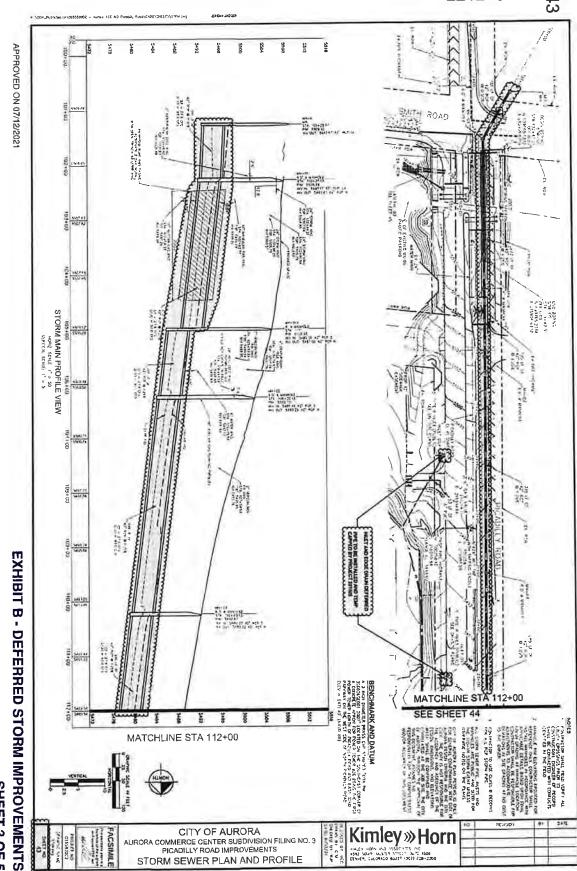
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EXHIBIT B - DEFERRED STORM IMPROVEMENTS

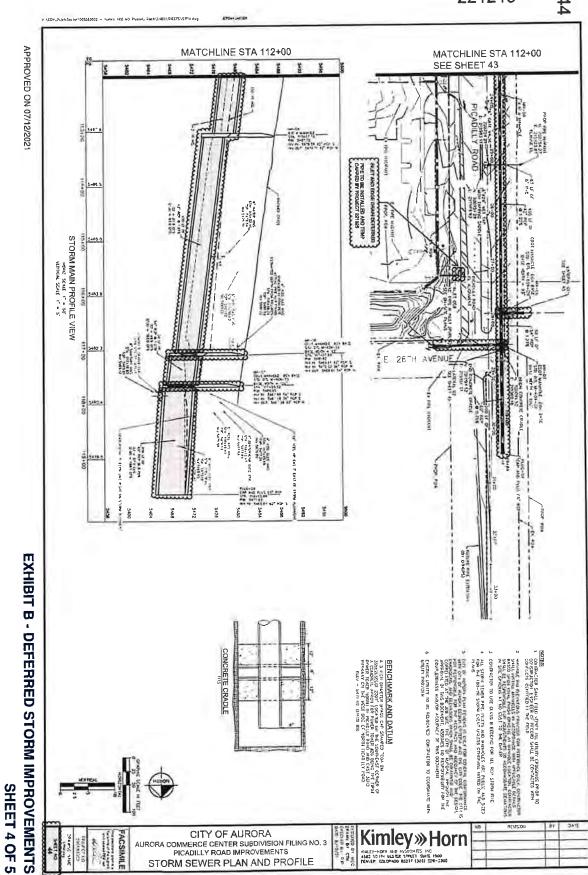
SHEET 1 OF 5

APPROVED ON 07/12/2021





SHEET 3 OF 5



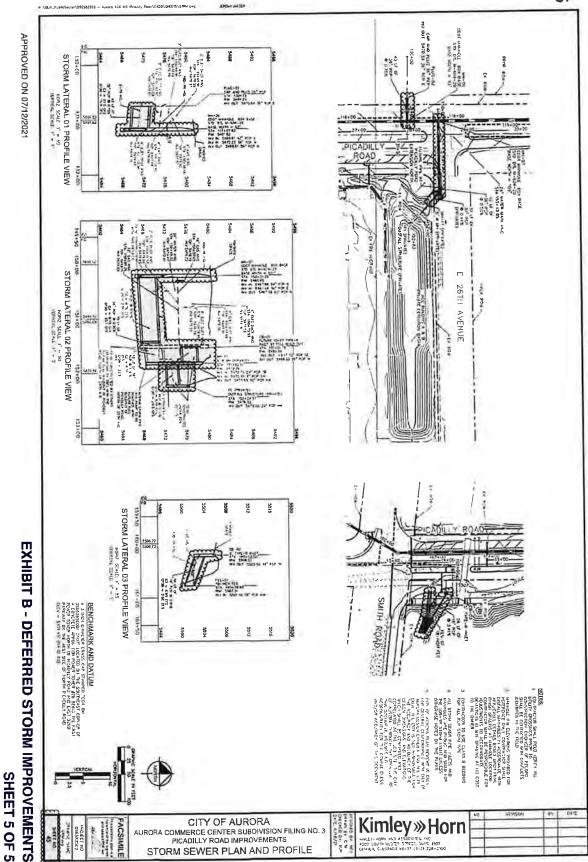


EXHIBIT C

Non-Deferred Improvements

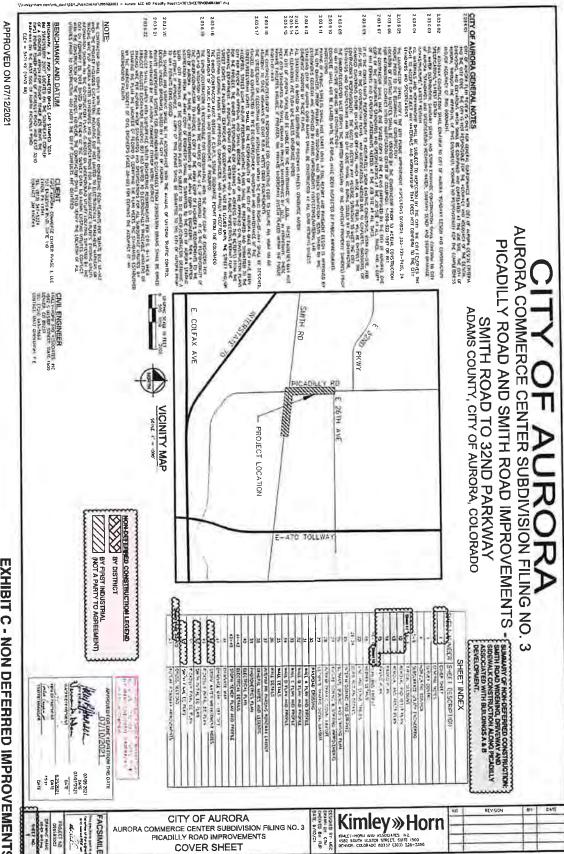


EXHIBIT C - NON DEFERRED IMPROVEMENTS

SHEET 1 OF 14

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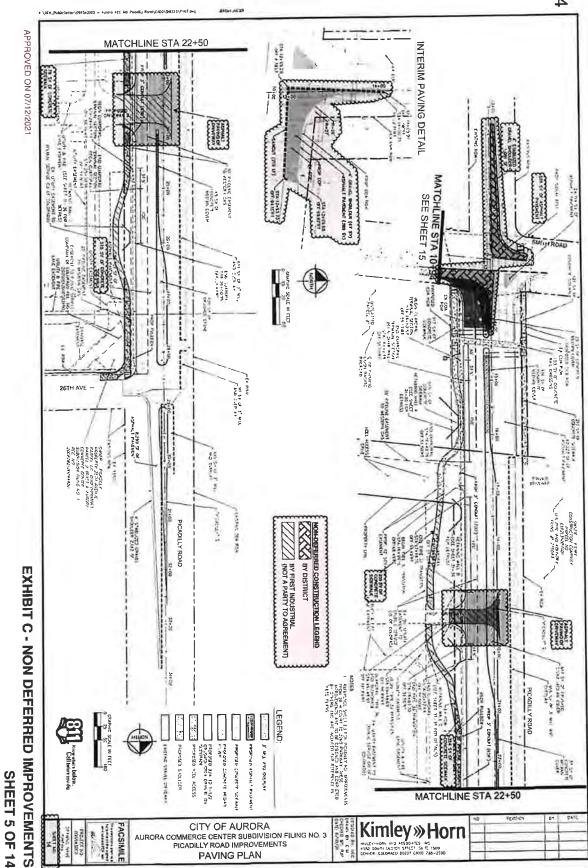
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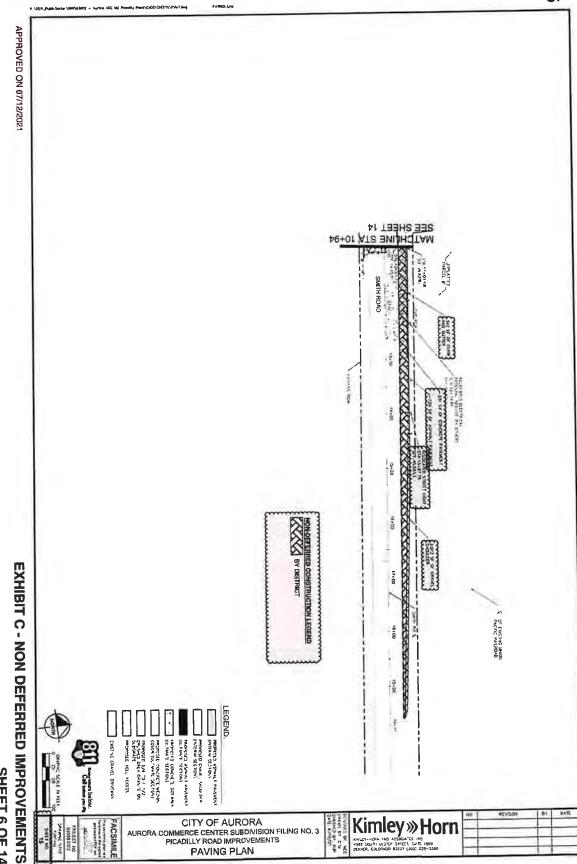
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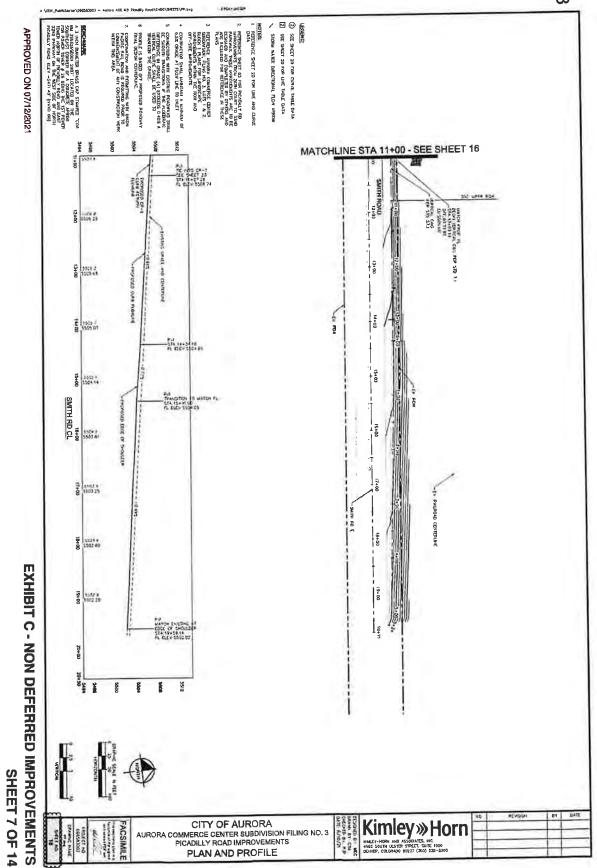
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SHEET 4 OF 14





SHEET 6 OF 14



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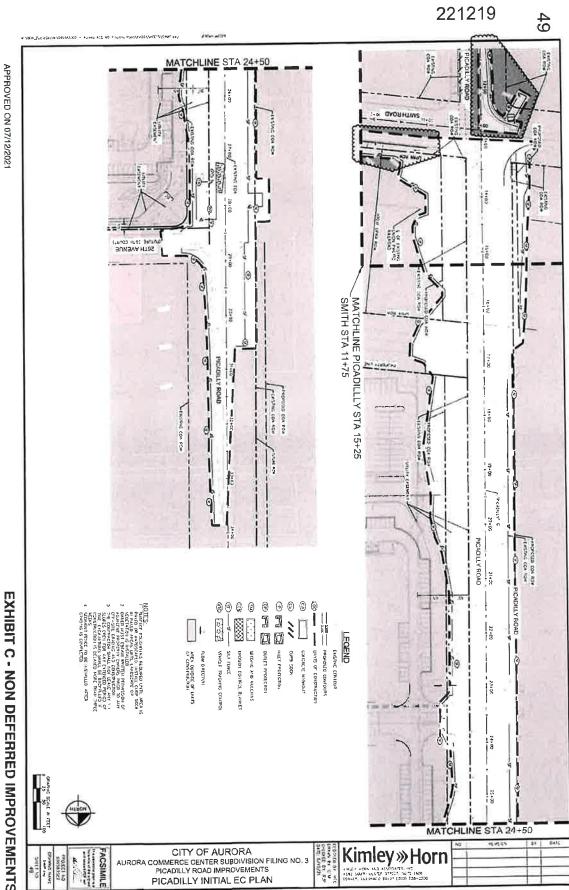
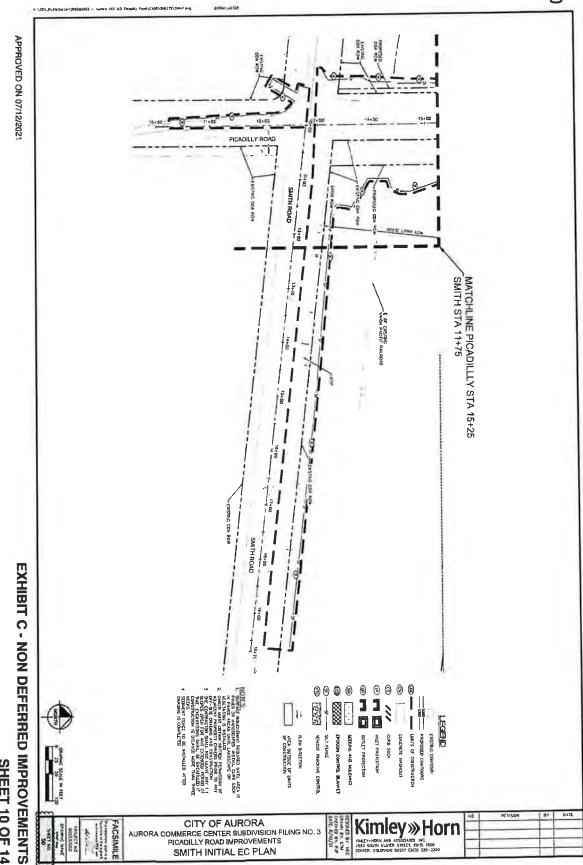


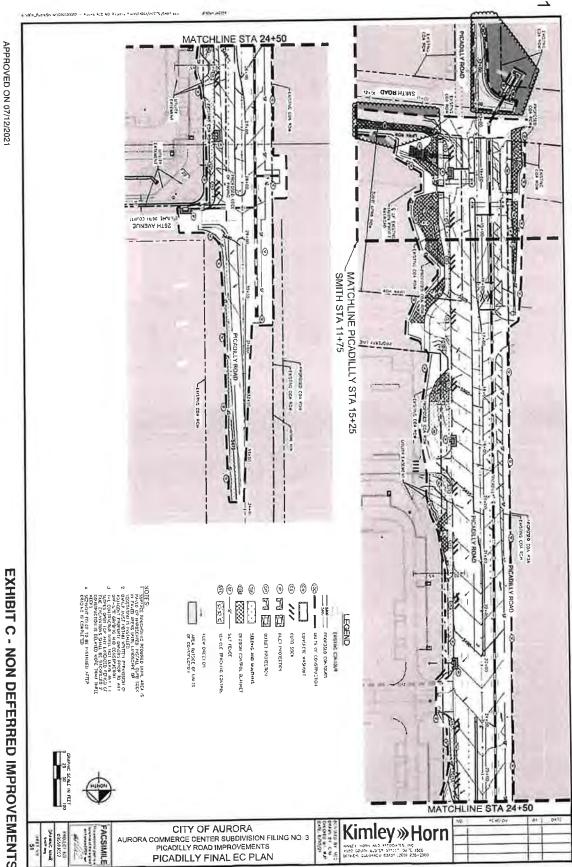
EXHIBIT C - NON DEFERRED IMPROVEMENTS SHEET 9 OF 14

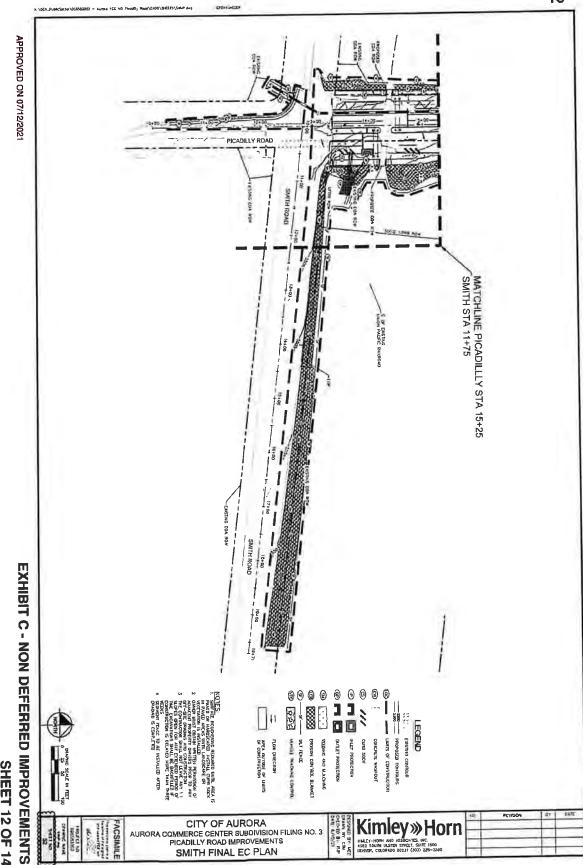
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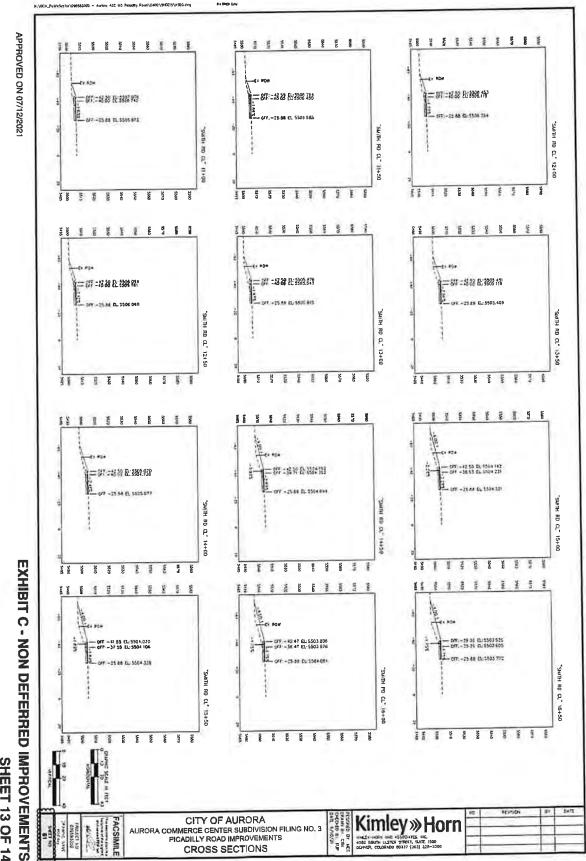
SHEET 10 OF 14

EXHIBIT C - NON DEFERRED IMPROVEMENTS SHEET 11 OF 14

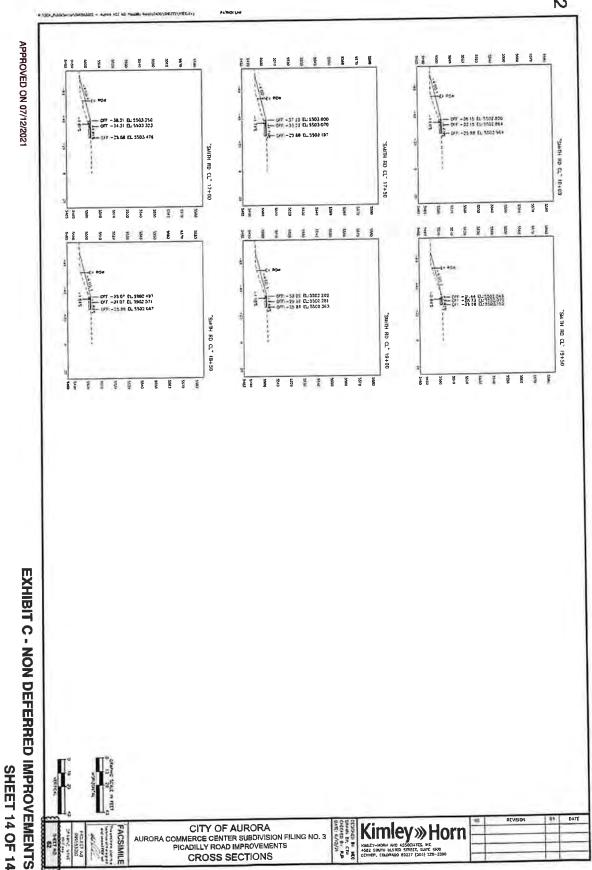




SHEET 12 OF 14



SHEET 13 OF 14



PUBLIC IMPROVEMENT DEFERRAL AGREEMENT (ROADWAY IMPROVEMENTS)

This Agreement, made this	day of	, 20	, by and
between the ACC Metropolitan District	ct, a quasi-municipal corpo	oration and political	subdivision of
the State of Colorado, referred to as '	"District," and the City of	Aurora, Colorado,	a municipal
corporation for the State of Colorado,	hereinafter referred to as	"Aurora" or the "C	city."

WITNESSETH:

WHEREAS, pursuant to the authority granted to the District by its Service Plan, as approved by the City Council of the City of Aurora on September 8, 2003, as it may be amended from time to time (the "Service Plan"), the District was formed, among other things, to provide for the design, construction and financing of public improvements to benefit properties within its boundaries, which include the Aurora Commerce Center, in the City of Aurora, County of Adams, State of Colorado.

WHEREAS, the Service Plan for the District contemplated that the District would be responsible for certain improvements to Picadilly Road, including those improvements as set forth on the construction plans attached hereto and incorporated herein as **Exhibit A** (the "**Deferred Improvements**"), which construction plans have been approved by the City;

WHEREAS, Deferred Improvements are all the improvements within the approved plans (COA EDN 221219), except those depicted within Exhibit A noted as "non-deferred construction".

WHEREAS, certain of the Deferred Improvements will also require approval and permits from the Union Pacific Railroad Company ("UPRR") as well as the Colorado Public Utilities Commission ("PUC"), which UPRR and PUC permits and approvals have not yet been obtained;

WHEREAS, there are a number of improvements that constitute the complete construction of the public improvements (the "Ultimate Build Improvements") as contained within approved Civil Plans (EDN 221219), prepared by Kimley-Horn and Associates, Inc., "including, but not limited to the Deferred Agreements set forth herein and certain other "storm sewer improvements" to be constructed by the City and "non-deferred" improvements, as defined in Exhibit A ("Deferred Roadway Improvements"), Exhibit B ("City Storm Improvements"), and Exhibit C ("Non-Deferred Improvements")

WHEREAS, at this time the City and other third-parties are not yet ready to commence construction of all portions of the Ultimate Build Improvements for a variety of reasons;

WHEREAS, the District has issued general obligation indebtedness that is to be repaid from the imposition of a mill levy and the ad valorem tax revenue generated there from;

WHEREAS, the District will benefit from the development of property within the District to create a tax base to repay the District's general obligation indebtedness;

WHEREAS, certain real property within the District is anticipated to be developed, namely: Aurora Commerce Center Subdivision Filing No 3, Lots 1 and 2 within Block 1 (the "**Property**");

WHEREAS, in connection with the development of the Property, the District has the obligation to complete the Deferred Improvements;

WHEREAS, the District has requested that the Property be allowed to develop and an Occupancy Permit from Aurora granted therefore without having installed the Deferred Improvements; and

WHEREAS, pursuant to City Code Section 146-5.3.19(b), the Director of Public Works has granted a deferral of the Deferred Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and further consideration of Aurora deferring the installation of the Deferred Improvements, IT IS AGREED:

- 1. That Aurora shall issue the Occupancy Permit(s) requested.
- The City and the District agree to work in good faith at the earliest practicable 2. time to agree on an intergovernmental reimbursement agreement (the "Roadway Reimbursement IGA") pursuant to which the Deferred Improvements will be constructed. The Roadway Reimbursement IGA will provide the terms for the bidding, construction and funding of both the Deferred Improvements and certain of the Ultimate Build Improvements. The Roadway Reimbursement IGA will identify that if the District is the constructing party for both the Ultimate Build Improvements and the Deferred Improvements, that the City will segregate funds to pay for that portion of the Ultimate Build Improvements for which the City is responsible and make the same available to the District to draw upon as certain construction milestones are satisfied. If, however, the Roadway Reimbursement IGA identifies the City as the constructing party, then, the District will adopt an Appropriations Resolution that appropriates the funds necessary for the Deferred Improvements and the District will make the same available to the City as certain construction milestones are satisfied. The exact terms and conditions of the Roadway Reimbursement Agreement shall be mutually agreeable to the Parties and the same shall be deemed incorporated herein at such time as the Roadway Reimbursement IGA is executed.
- 3. That the District, for itself, its heirs, successors and assigns, agrees with Aurora that:
 - A. within six (6) months following the later to occur of: (a) the date the UPRR and PUC approvals/permits are obtained; (b) the date the Roadway Reimbursement IGA is approved by both Parties and executed; and (c) the date upon which Aurora gives written notice by Certified Mail to the District, the District shall commence construction of the Deferred Improvements in accordance with the Roadway Reimbursement IGA or provide a method of security as provided in Code Section 146-5.3.19(c), for the installation of the Deferred Improvements, and
 - B. within thirty (30) days, following the later to occur of: (a) the date the UPRR and PUC approvals/permits are obtained; (b) the date the Roadway Reimbursement IGA is approved by both Parties and executed; and (c) the date upon which Aurora gives written notice by Certified Mail to the District, the District will, with good faith efforts, secure a performance bond covering the construction of the Deferred Improvements. Aurora may issue said notice at any time, including but not limited to, such time as the Director of Public Works determines that

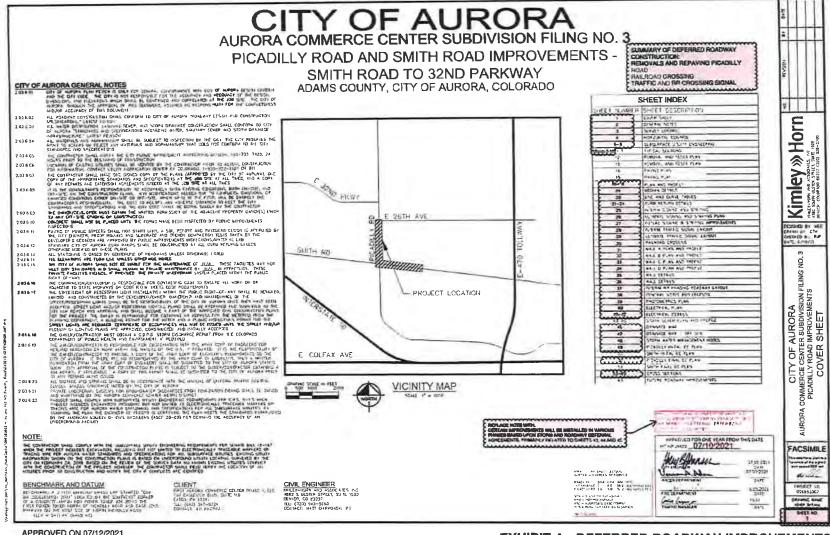
additional public improvement construction is to occur adjacent to or near the above-described Property.

- 4. Failure of the District to respond and comply (as defined in City Code Section 146-5.3.19(b) with the notice given by Aurora to commence construction of the public improvements or adopt the Appropriations Resolution committing funds for the installation of the Deferred Improvements or obtaining the performance bond shall constitute the District's consent to Aurora's pursuit of one or more of the following remedies:
 - A. Application of the funds which are payable or due the City to the construction of said public improvements or institute suit in any court of competent jurisdiction to obtain the amount which may be due and owing to it either on any method of security or for breach of contract or such other remedy as may be appropriate.
 - B. Draw on the security provided by the District.
- In the event the City creates a special improvement district for the construction of the said public improvements with Aurora, the District, for itself, its heirs, successors, and assigns, agrees this Agreement shall constitute District's consent to and petition for the creation of a special improvement district by Aurora for the construction of the public improvements required by the above-referenced Covenant. The Property shall be assessed for the costs of construction, engineering, and incidentals in conjunction with the creation of said improvement district. Said costs shall represent the special benefits accruing to the Property due to the construction of said public improvements. The assessment of said costs shall constitute a lien against the Property described herein until fully paid.
- The City agrees that it will authorize an approval extension of the expiration of the currently approved civil plans (EDN 221219) for a period of five (5) years following the date hereof. The City reserves the right to request revision, prior to issuance of Public Improvement Permit, to approved civil plans if the City's code and criteria have been updated, and the updates impact public health and safety.
- 7. This Agreement shall be recorded with the Clerk and Recorder of Adams County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

subscribed this day of	, 20,
	DISTRICT:
	ACC METROPOLITAN DISTRICT, a quasi- municipal corporation and political subdivision of the State of Colorado
	By:
	Title:
STATE OF COLORADO	s.
County of	
The foregoing Agreen, 20, by municipal corporation and po	was acknowledged before me this day of as President of the ACC Metropolitan District, a quasi- al subdivision of the State of Colorado.
Witness my hand and official	L _e
	Notary Public
My Commission expires:	
	CITY OF AURORA:
	Director of Public Works
	Approved as to form
	Reviewed by City Engineer
	Reviewed by Aurora Water

EXHIBIT A

Deferred Roadway Improvements



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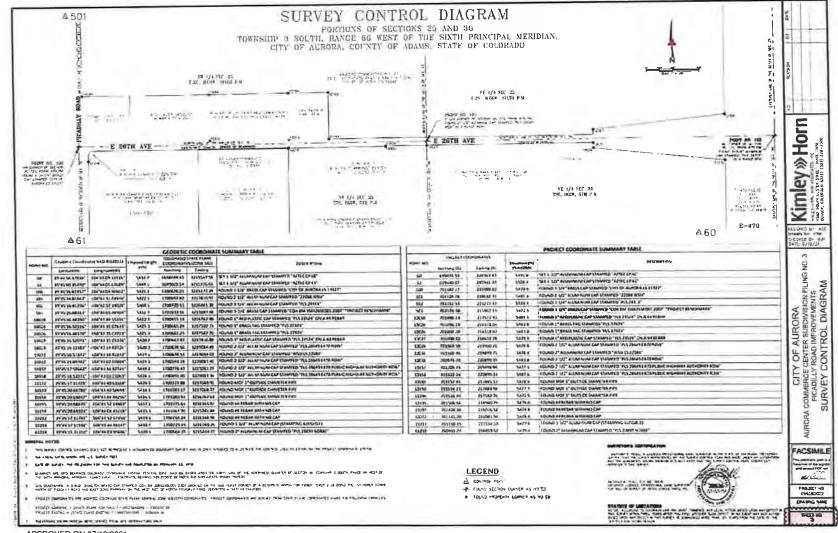
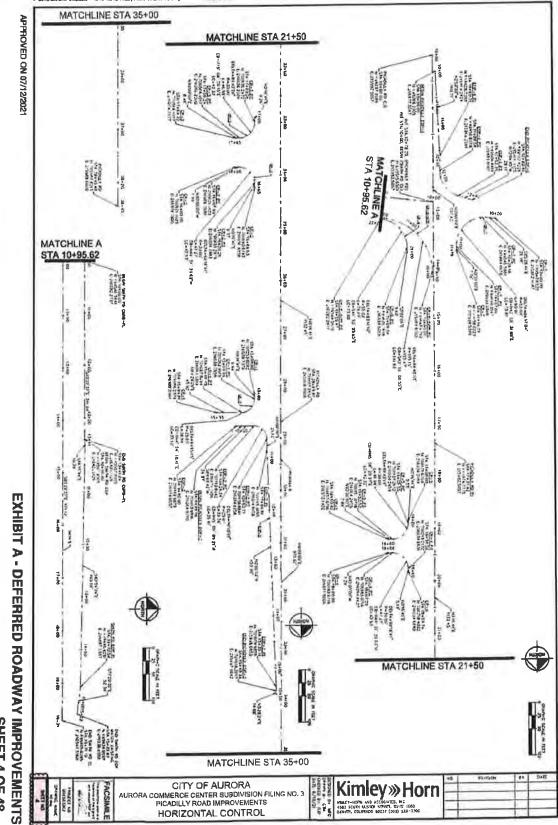


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 3 OF 48



SHEET 4 OF 48

OCHERAL NOTES

UNDERGROUND UTILITIES WITHIN PROJECT LIMITS

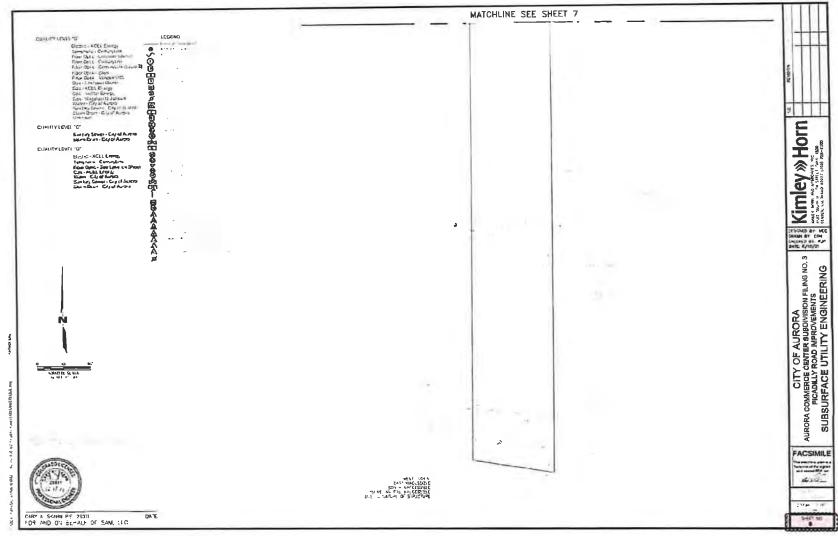


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 6 OF 48

APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 7 OF 48

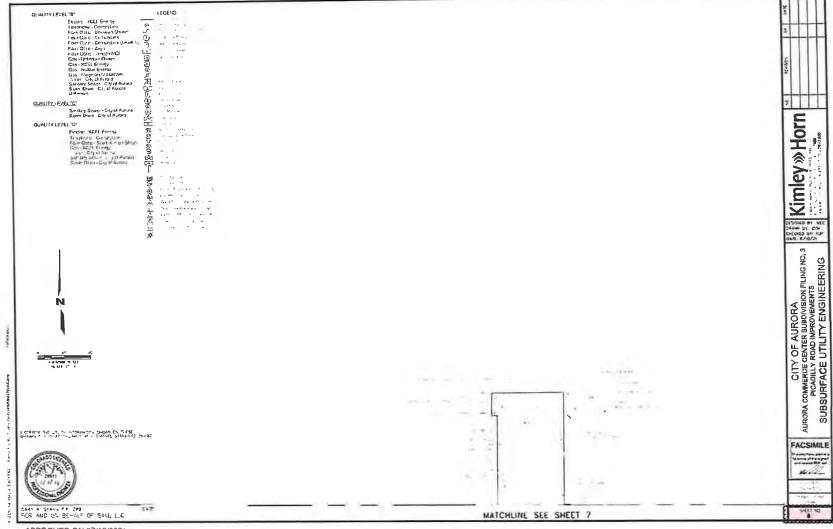


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
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AURORA COMMERCE CENTER SUBDIVISION FILING NO. 3
PICADILLY ROAD IMPROVEMENTS
TYPICAL SECTION Kimley» Horn
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MINISTRUCTURE ORDS 17 (2021) 2247-2340 FACSIMILE

SHEET 9 OF 48

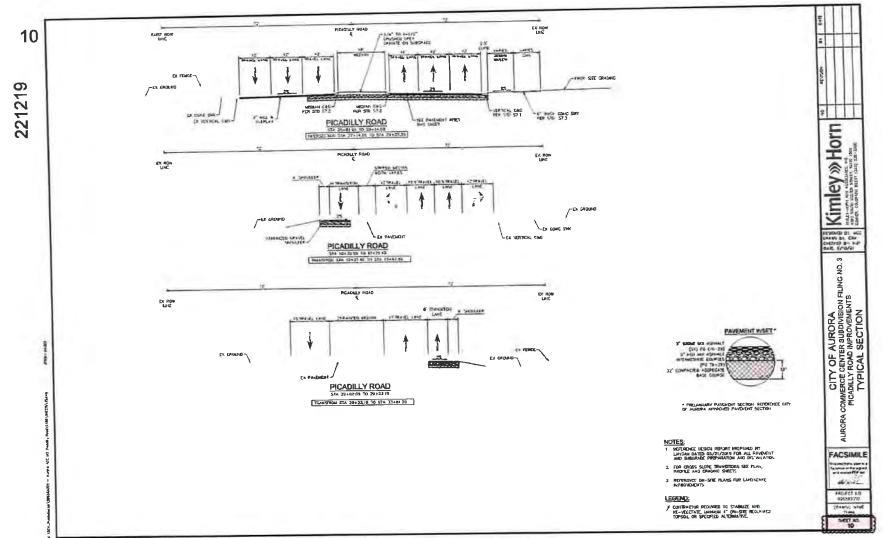
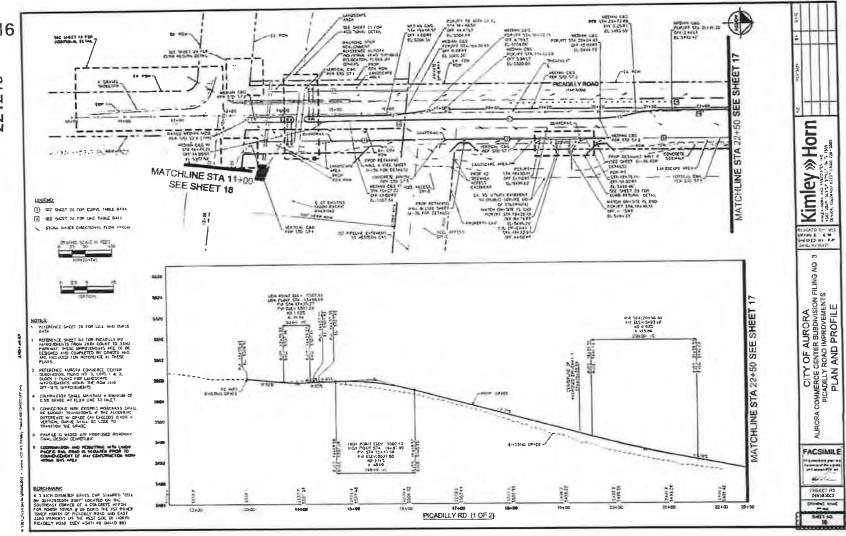


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 10 OF 48



APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 11 OF 48

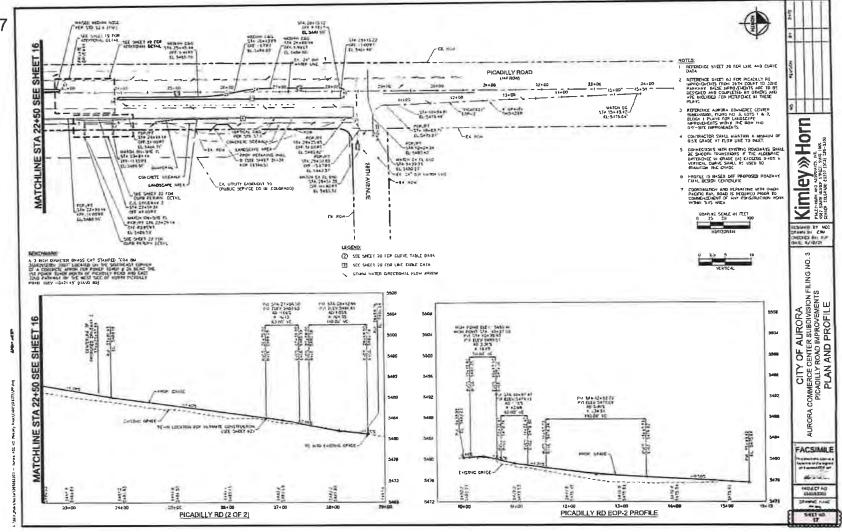


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 12 OF 48

APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTSSHEET 13 OF 48

LINE AND CURVE TABLE FOR SHEET 16

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Kimley » Horn

CITY OF AURORA
AURORA COMMERCE CENTER BUBDIVISION FILING NO. 3
PICADILLY ROAD IMPROVEMENTS
LINE AND CURVE TABLES

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SHEET NO.

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EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 14 OF 48

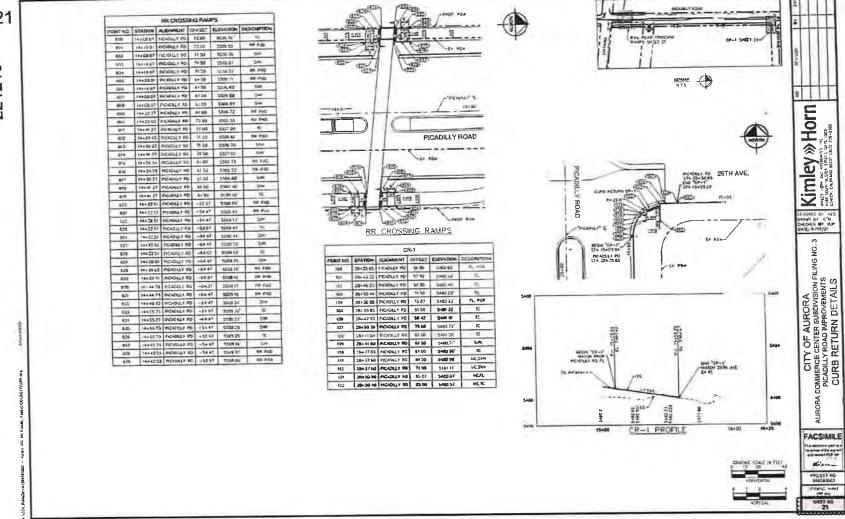


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 15 OF 48

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EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 16 OF 48

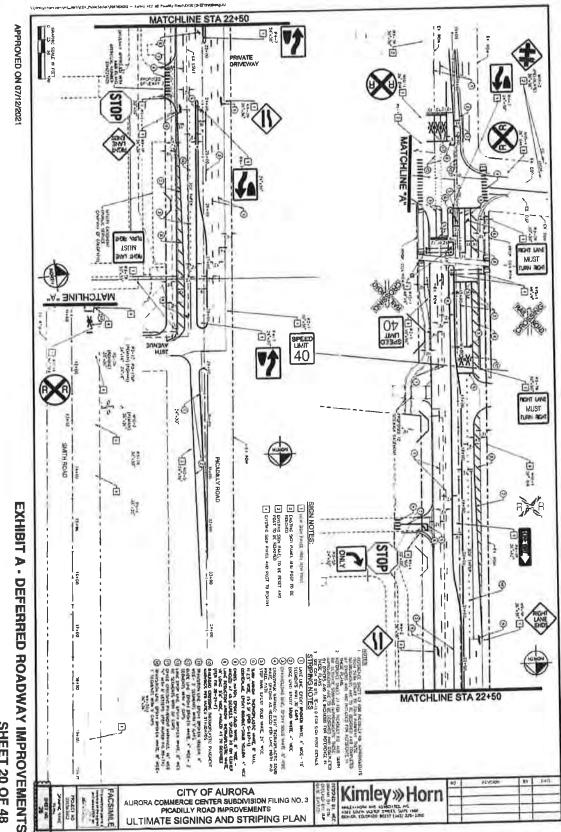
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EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 17 OF 48

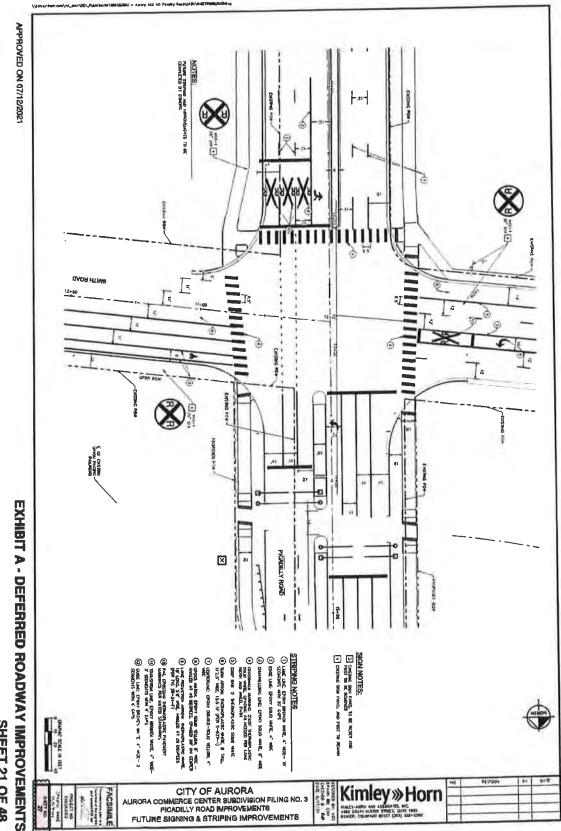
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SHEET 18 OF 48

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
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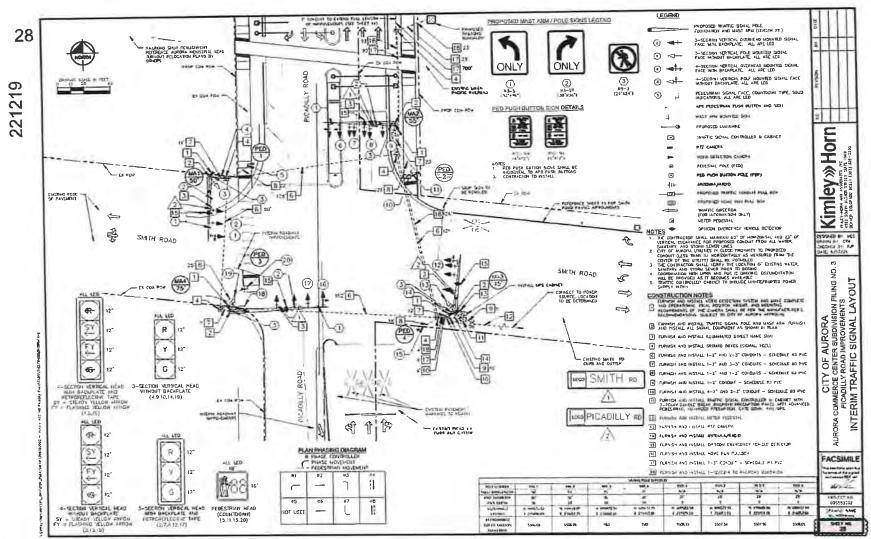


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 22 OF 48

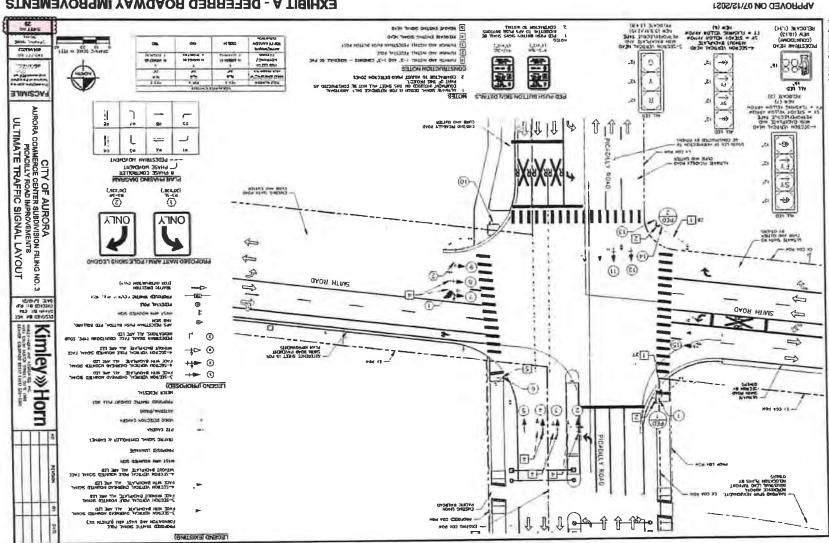
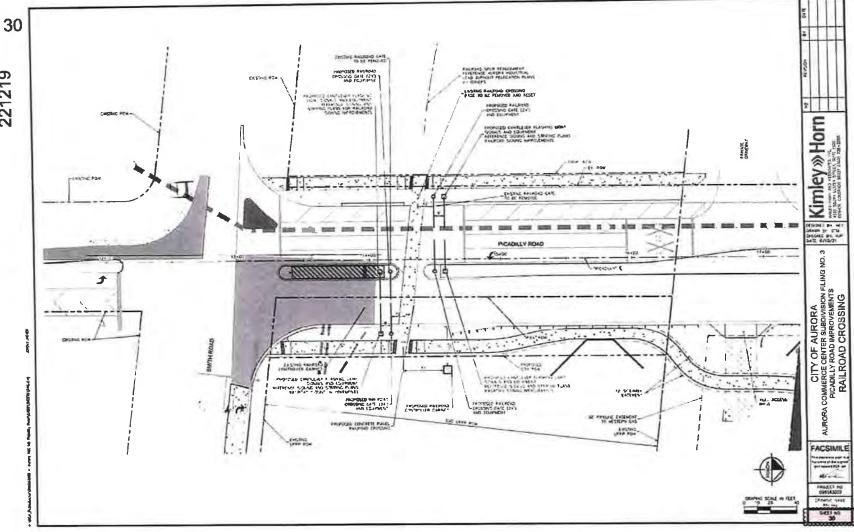
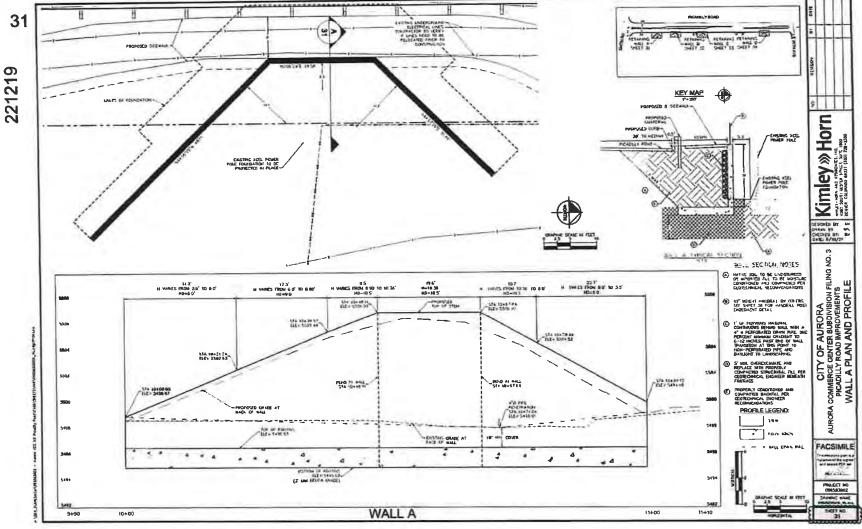


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 23 OF 48



APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 24 OF 48



APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

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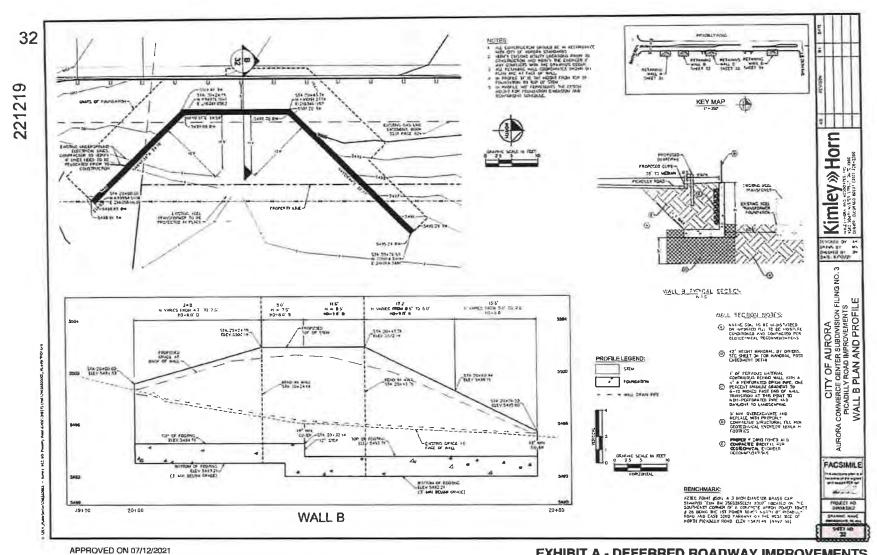
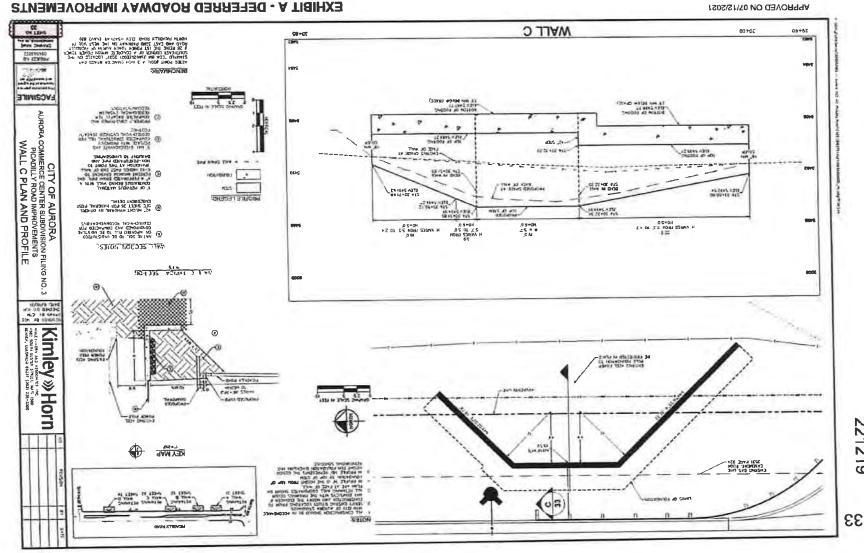
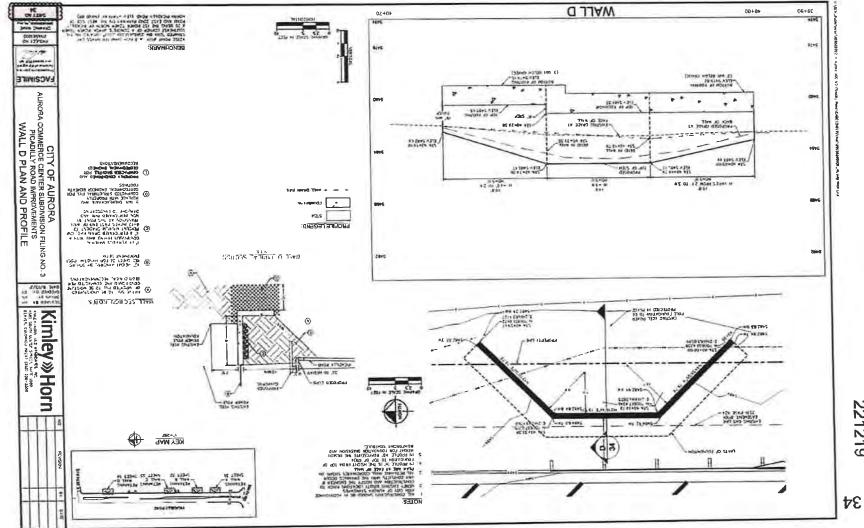


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 26 OF 48

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2HEEL 38 OF 48 EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

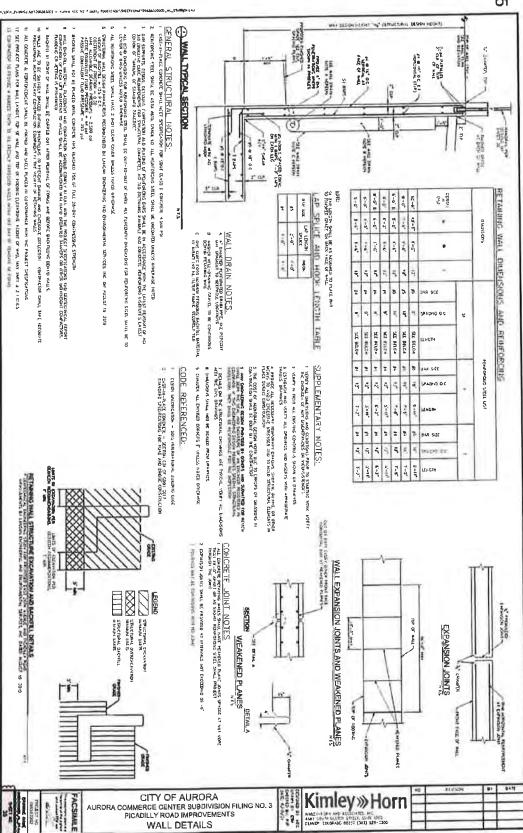
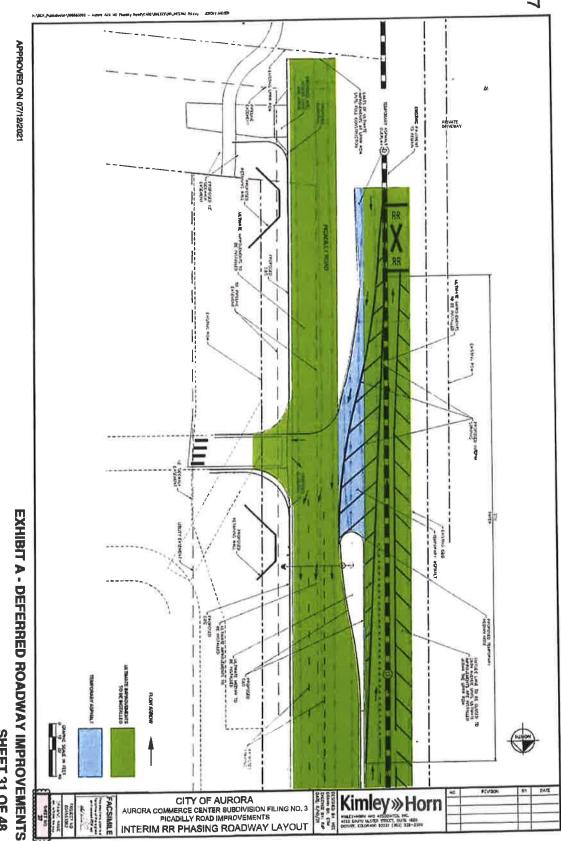


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS

APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTSSHEET 30 OF 48



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CITY OF AURORA

AURORA COMMERCE CENTER SUBDIVISION FILING NO. 3
PICADILLY ROAD IMPROVEMENTS - SMITH ROAD TO 32ND PARKWAY
ADAMS COUNTY, CITY OF AURORA, COLORADO

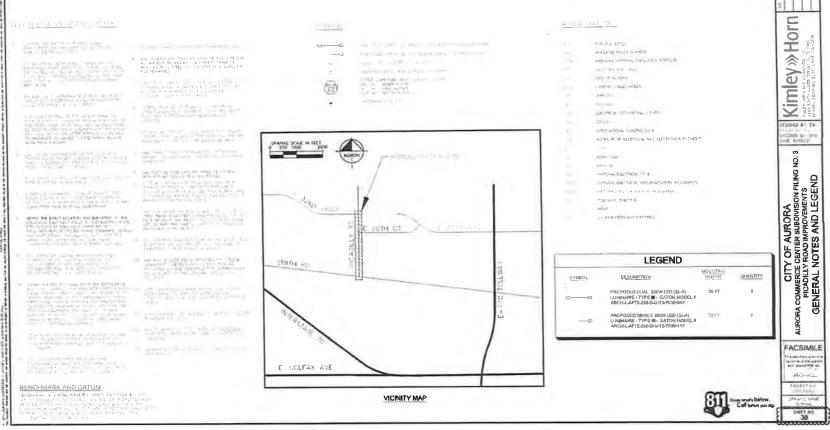
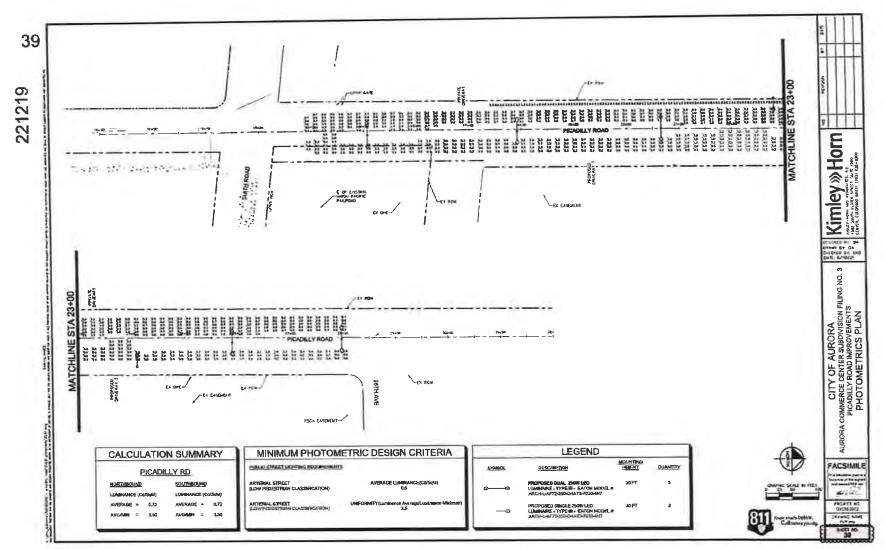
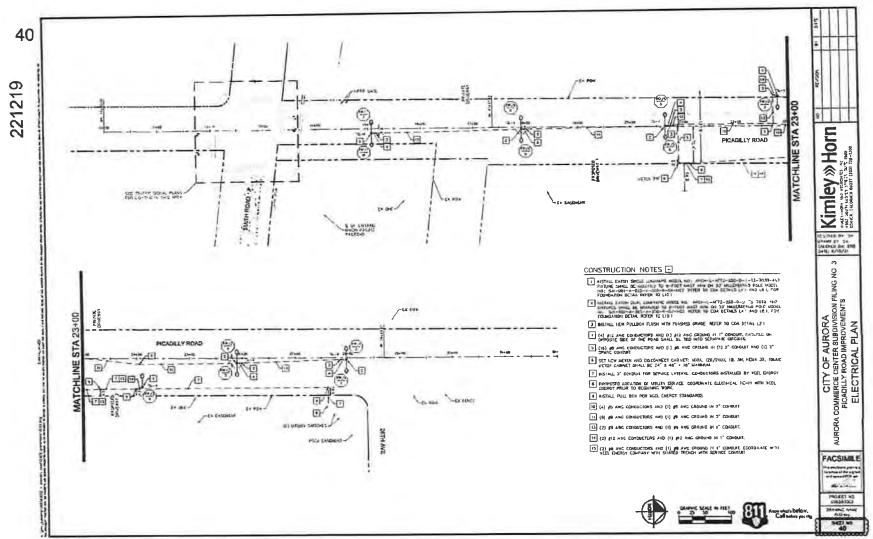


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 32 OF 48



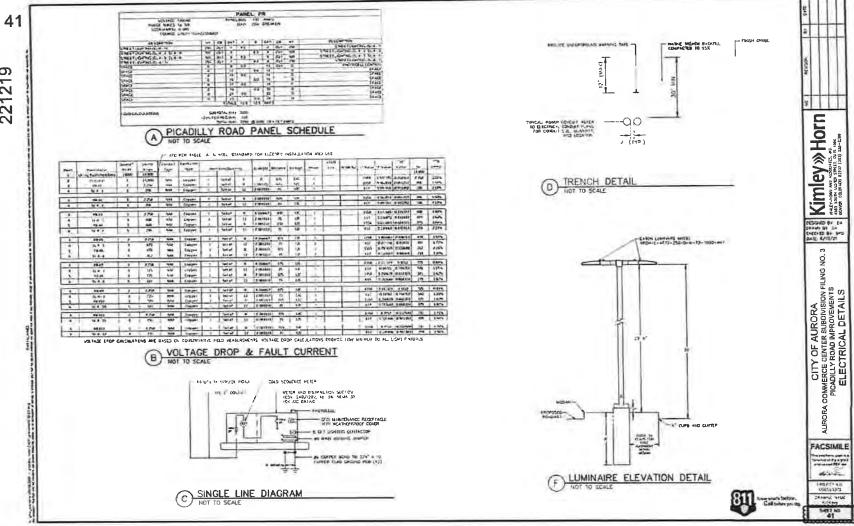
APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTSSHEET 33 OF 48



APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 34 OF 48



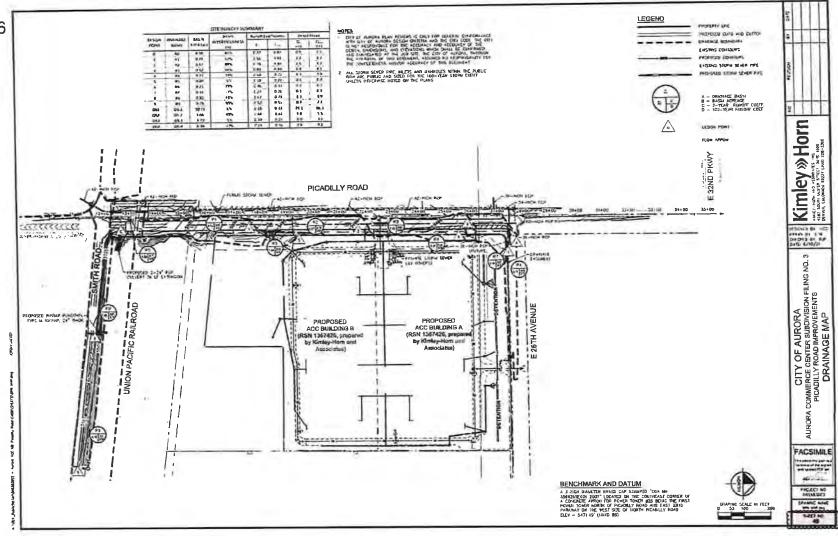
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EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 35 OF 48

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APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 36 OF 48



APPROVED ON 07/12/2021

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 37 OF 48

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 38 OF 48

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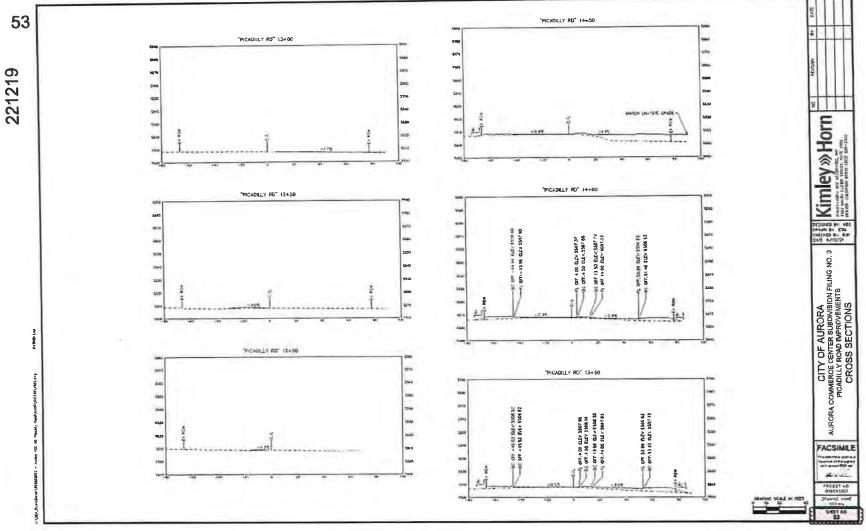


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 40 OF 48

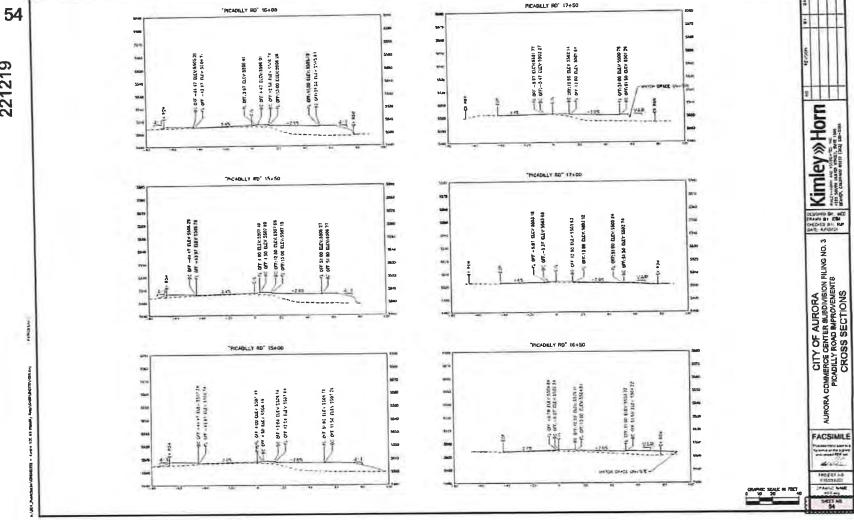


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS SHEET 41 OF 48

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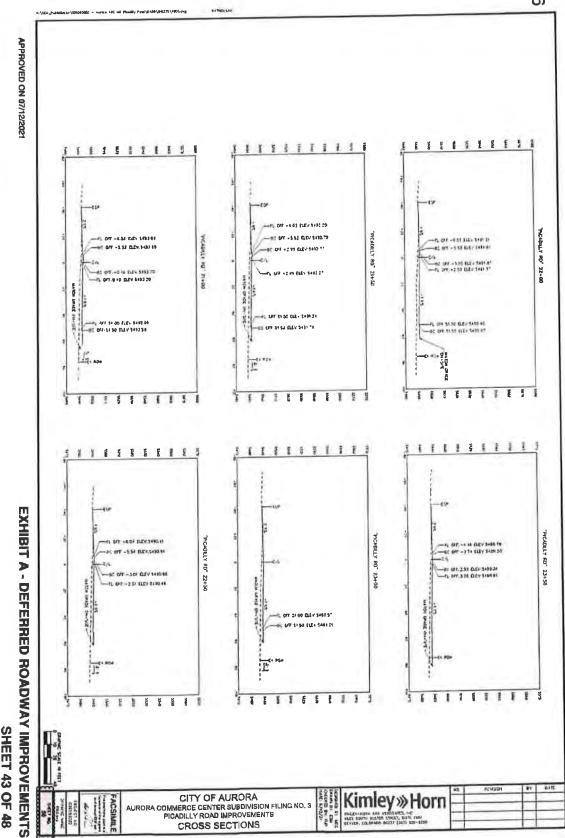


Kimley » Horn

CITY OF AURORA
AURORA COMMERCE CENTER BUBDIVISION FILING NO.3
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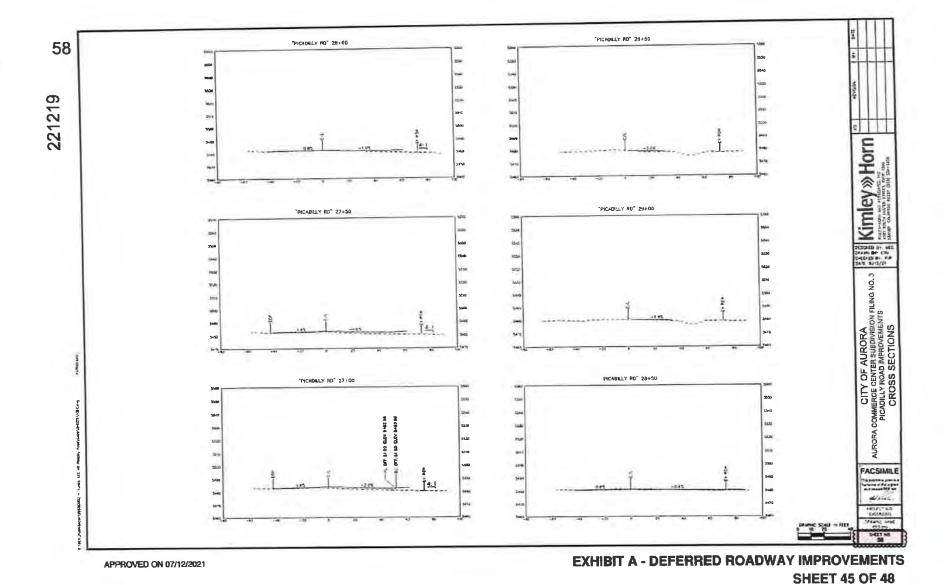
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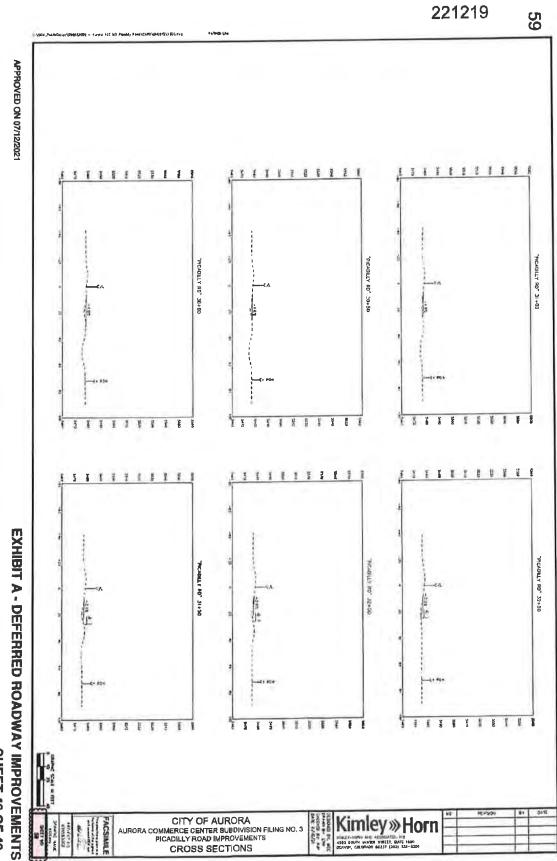


SHEET 43 OF 48

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 44 OF 48

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SHEET 46 OF 48

EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 47 OF 48

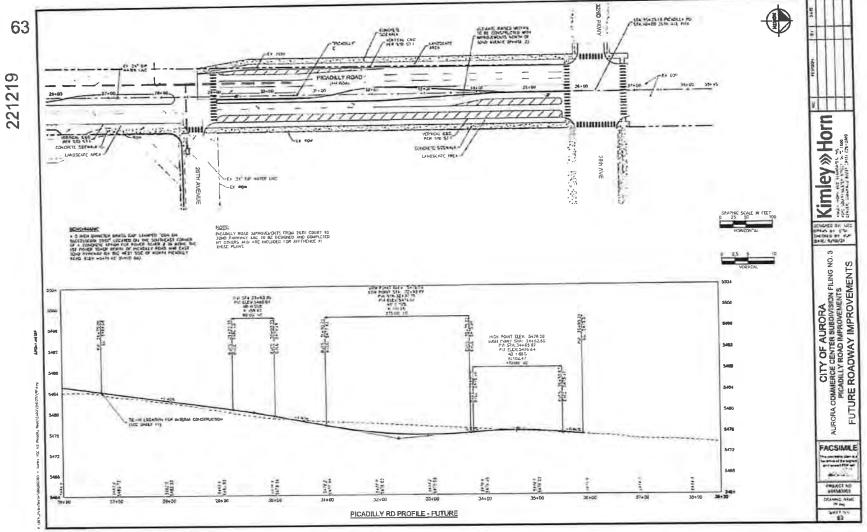


EXHIBIT A - DEFERRED ROADWAY IMPROVEMENTS
SHEET 48 OF 48

EXHIBIT B

City Storm Improvements

CITY OF AURORA AURORA COMMERCE CENTER SUBDIVISION FILING NO. 3 PICADILLY ROAD AND SMITH ROAD IMPROVEMENTS -SULDIARY OF DEFERRED STORM CONSTRUCTION: MAJORITY OF STORM IMPROVEMENTS SMITH ROAD TO 32ND PARKWAY CITY OF AURORA GENERAL NOTES

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APPROVED ON 07/12/2021

EXHIBIT B - DEFERRED STORM IMPROVEMENTS
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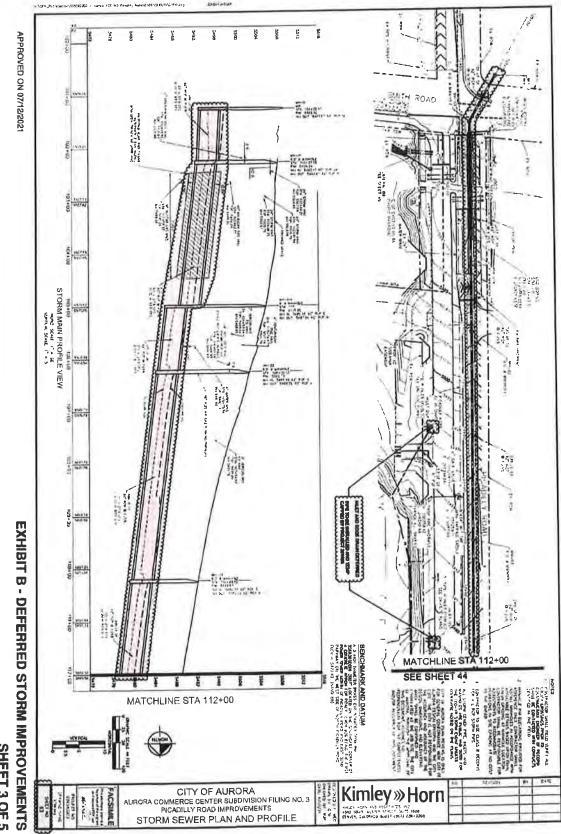
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CITY OF AURORA
AURORA COMMERCE CENTER SUBDIVISION FILING NO. 3
PICADILLY ROAD IMPROVEMENTS
GENERAL NOTES

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SHEET 3 OF 5

APPROVED ON 07/12/2021

EXHIBIT B - DEFERRED STORM IMPROVEMENTS
SHEET 4 OF 5

STORM LATERAL 02 PROFILE VIEW

APPROVED ON 07/12/2021

STORM LATERAL 01 PROFILE VIEW

HOPE SCHE 1" = 50

EXHIBIT B - DEFERRED STORM IMPROVEMENTS SHEET 5 OF 5

Stated 4416

EXHIBIT B

City Storm Improvements

EXHIBIT C

Non-Deferred Improvements

CITY OF AURORA AURORA COMMERCE CENTER SUBDIVISION FILING NO. 3 PICADILLY ROAD AND SMITH ROAD IMPROVEMENTS BURDLARY OF NON-DEFERRED CONSTRUCTION: SAFTH ROAD WIDENING, DRIVEWAY AND SIDEWALK CONSTRUCTION ALONG PICADILLY SMITH ROAD TO 32ND PARKWAY ASSOCIATED WITH BUILDINGS A & B CITY OF AURORA GENERAL NOTES

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SERVICE STATE CONTROL

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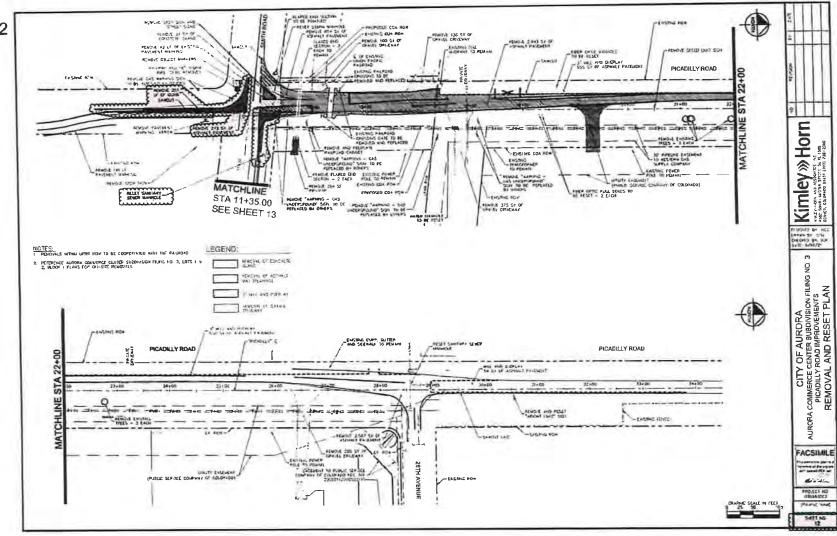
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EXHIBIT C - NON DEFERRED IMPROVEMENTS SHEET 1 OF 14

EXHIBIT C - NON DEFERRED IMPROVEMENTS

SHEET 2 OF 14



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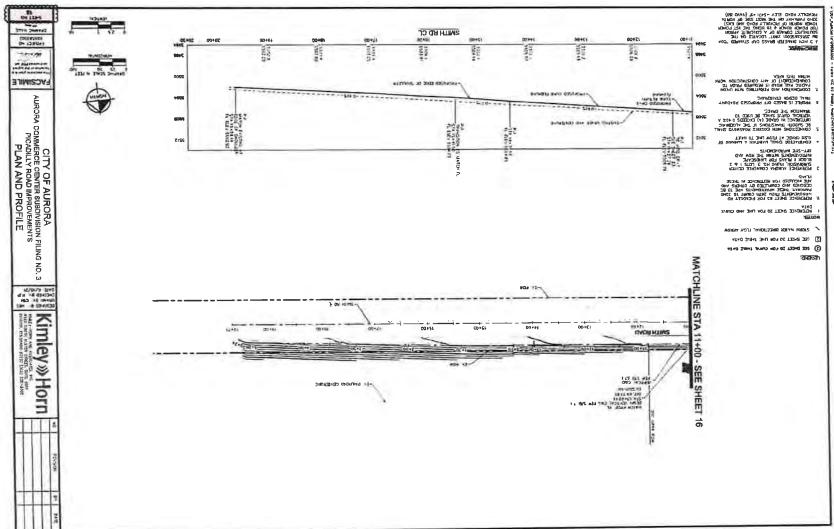
EXHIBIT C - NON DEFERRED IMPROVEMENTS
SHEET 3 OF 14

EXHIBIT C - NON DEFERRED IMPROVEMENTS APPROVED ON 07/12/2021 SHEET 4 OF 14

APPROVED ON 07/12/2021 EXHIBIT C - NON DEFERRED IMPROVEMENTS
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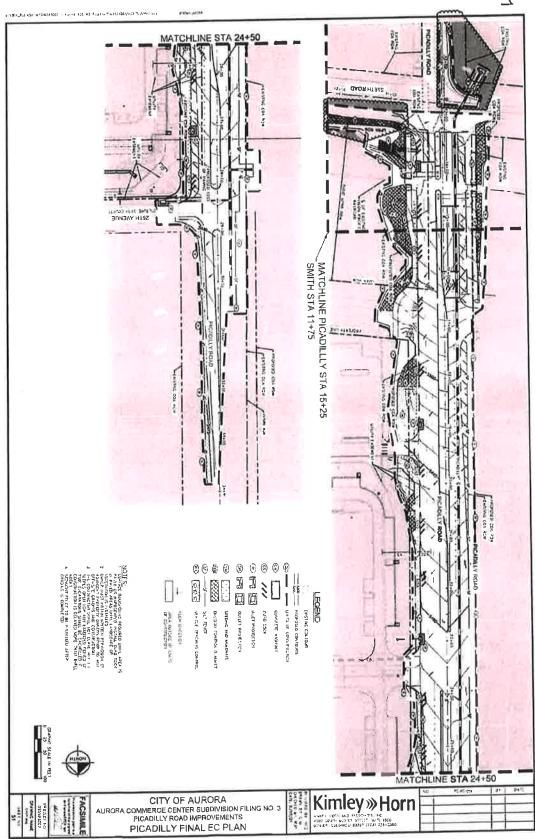
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EXHIBIT C - NON DEFERRED IMPROVEMENTS

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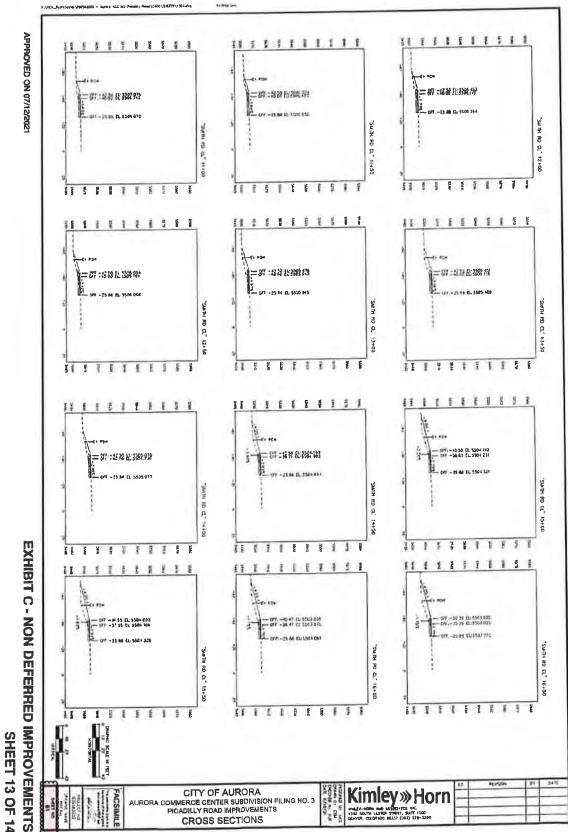
EXHIBIT C - NON DEFERRED IMPROVEMENTS
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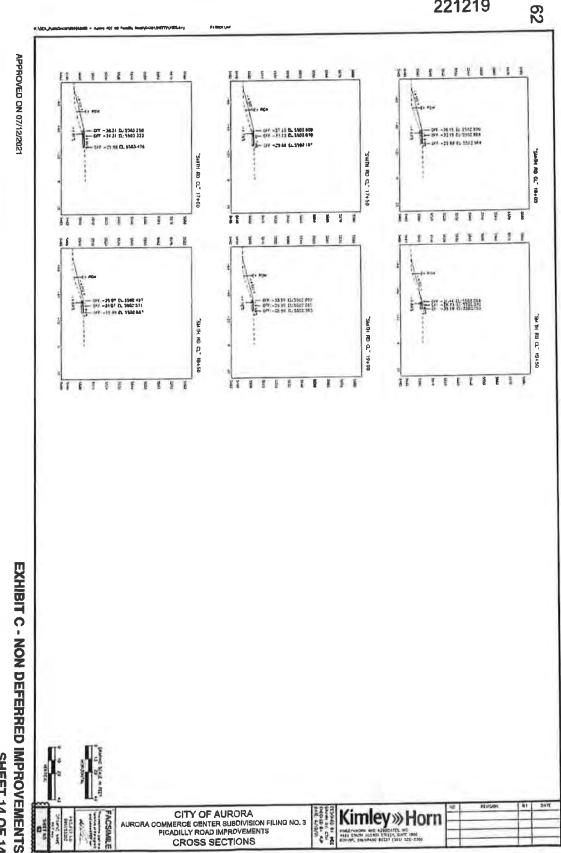




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