



III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for the following period (enclosure):

Fund	Period Ending Sept.25, 2019
General	\$ 31,486.92
Debt	\$ -0-
Capital	\$ 12,917.83
<b>Total</b>	<b>\$ 44,404.75</b>

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- B. Review and accept unaudited financial statements through the period ending August 31, 2019 (to be distributed).
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- C. Review and discuss operations and maintenance budget forecast (to be distributed).
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IV. LEGAL MATTERS

- A. Discuss status of 2019 Refunding and Improvement Bonds.
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- B. Discuss status of Inclusions.
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V. OPERATIONS AND MAINTENANCE

- A. Consider ratification of approval of Service Agreement with Edifice North, LLC for Project Management Services (enclosure).
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VI. COVENANT CONTROL

- A. Review Community Manager's Report (enclosure).
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VII. CAPITAL PROJECTS

- A. Review and consider approval of improvement costs in the amount of \$571,059.79 under that certain Final Engineers Report and Certification #52 prepared by Ranger Engineering, LLC, dated September 25, 2019 (enclosure).
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- B. Review and consider award of Block 14 Infrastructure to a Contractor TBD in the amount of \$ \_\_\_\_\_ (to be distributed).  
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- C. Review and consider approval of Change Order No. 002 to the Construction Contract with Hudick Excavating, Inc. dba HEI Civil for FDP1, Phase 2D for revised plans and damages, in the amount of \$51,173.25 (enclosure).  
\_\_\_\_\_
- D. Review and consider approval of Change Order No. 011 to the Construction Contract with Samora Construction for STC Block 25 Phase 2 for excavate sidewalk, raise manholes and moving excess soils, in the amount of \$18,400.05 (enclosure).  
\_\_\_\_\_

VIII. DEVELOPER UPDATE

- A. Status of lot and home sales.  
\_\_\_\_\_

IX. OTHER MATTERS

- A. \_\_\_\_\_

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 6, 2019/BUDGET HEARING.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 2 HELD SEPTEMBER 10, 2019

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the STC Metropolitan District No. 2 (referred to hereafter as the “District”) was convened on Tuesday, the 10th day of September, 2019, at 9:00 A.M., at the offices of McGeady Becher P.C., 450 E. 17<sup>th</sup> Avenue, Suite 400, Denver, Colorado. The meeting was open to the public.

#### ATTENDANCE

#### Directors In Attendance Were:

James A. Brzostowicz

Angie Hulsebus

Terry Willis

#### Also In Attendance Were:

Lisa A. Johnson and Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Kate Olson, Esq.; McGeady Becher P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Bill Jencks and Jessica Sergi; Ranch Capital, LLC (via speakerphone)

David Andrews; Edifice North, LLC

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Ms. Johnson requested that the Directors review the Agenda for the meeting and advised the Board to disclose any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

#### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Confirm Quorum, Location of Meeting and Posting of Meeting Notices:** Ms. Johnson confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus, and upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries, within the County which the District is located, or within 20 miles of the District's boundaries to conduct this meeting, the meeting would be conducted at the above-stated location. The Board further noted that the notice of the time, date and location of the meeting was duly posted and that no objections to the location or any requests that the meeting place be changed were received from taxpaying electors within the District's boundaries.

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### **CONSENT AGENDA**

The Board considered the following actions:

- Approve Minutes of the August 7, 2019 regular Meeting.
- Ratify approval of Resolution No. 2019-08-02; Establishing District Website and Designating Location for Posting of 24-Hour Notices.
- Ratify approval of Change Order No. 1 to the Service Agreement with Thyssen Krupp Elevator for replacement power supply in the amount of \$1,367.
- Ratify approval of Change Order No. 2019-01 to the Service Agreement with C&J Enterprises DBA Doody Calls for Pet Waste Removal.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions, as presented.

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### **FINANCIAL MATTERS**

**Claims:** The Board considered ratifying approval of the payment of claims as follows:

Fund	Period Ending Aug. 26, 2019
General	\$ 19,632.72
Debt	\$ -0-
Capital	\$ 16,176.38
<b>Total</b>	<b>\$ 35,809.10</b>

## RECORD OF PROCEEDINGS

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

**Unaudited Financial Statements:** Ms. Wheeler discussed with the Board the unaudited financial statements through the period ending July 31, 2019.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board accepted the unaudited financial statements through the period ending July 31, 2019.

**2018 Audit:** Ms. Wheeler gave an update on the 2018 audit. It will be distributed for review via email and ratified at the next meeting.

**Operation and Maintenance Budget Forecast:** Ms. Wheeler presented an operation and maintenance budget forecast. She noted that information is still needed related to expenses regarding future landscape maintenance responsibilities. Ms. Ripko will schedule a meeting with Mr. Jencks and Director Brzostowicz and Mr. Andrews to gather the information needed to complete the forecast.

**2019 Preliminary Assessed Valuation:** The Board reviewed the 2019 preliminary assessed valuation received from Boulder County.

**Preparation of 2020 Budget:** The Board discussed the preparation of the 2020 Budget.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2020 Budget. The Board determined to hold the public hearing to consider adoption of the 2020 Budget on Wednesday, November 6, 2019 at 9:00 a.m. at the regular meeting location.

### **LEGAL MATTERS**

**2019 Refunding and Improvement Bonds:** Mr. Jencks presented the Board with an update on the status of the 2019 Refunding and Improvement Bonds.

### **OPERATIONS / MAINTENANCE**

**Operations and Maintenance Matters:** There were no operations and maintenance matters discussed.

### **COMMUNITY MANAGEMENT/ COVENANT CONTROL**

**Community Management Report:** Ms. Ripko presented to the Board the Community Manager's Report.

## RECORD OF PROCEEDINGS

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**Service Agreement for Snow Removal Services:** Ms. Ripko presented a service agreement with Vargas Property Services, Inc. for 2019-2020 Snow Removal Services.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board approved a service agreement with Vargas Property Services, Inc. for 2019-2020 Snow Removal Services.

**Proposal for Sod around Booster Pump:** Ms. Ripko presented a proposal from Vargas Property Services, Inc. in the amount of \$1,180 to replace the sod around the booster pump where construction has damaged the existing sod. No action was taken by the Board on this proposal.

The Board discussed the proposal and determined the damage was caused by the Builder. Mr. Andrews will work with the Builder to correct the issue.

**Proposal for Sod between the Lamp Post and Tree and Other Enhancements around Booster Pump:** No action was taken by the Board on this proposal. It was noted that enhancements are up to the Town and that the Homeowner, who raised this, should follow up directly with the Town.

**2020 Service Contracts:** The Board discussed services needed in 2020 and directed staff to solicit proposals and/or draft service agreements and present for approval at a future meeting. The Board noted it is satisfied with current providers.

### **CAPITAL PROJECTS**

**Final Engineer's Report and Certification #51 dated, August 21, 2019:** Ms. Johnson reviewed with the Board the improvement costs in the amount of \$872,480.78 under the Final Engineer's Report and Certification #51, dated August 21, 2019, prepared by Ranger Engineering, LLC.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board accepted the improvement costs in the amount of \$872,480.78 under the Final Engineer's Report and Certification #51, dated August 21, 2019, prepared by Ranger Engineering, LLC.

**Change Order No. 010, Superior Town Center Block 25 Phase 2 under the Construction Contract between the District and SAMORA Construction in the amount of \$58,294.41:** The Board discussed and reviewed Change Order No. 010, Superior Town Center Block 25 Phase 2 under the Construction Contract between the District and SAMORA Construction for an increase in the amount of \$58,294.41.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board approved Change Order No. 010, Superior Town Center Block 25 Phase 2 under the Construction Contract between the District and SAMORA Construction for an increase in the amount of \$58,294.41.

**Change Order No. 001, FDP1, Phase 2D under the Construction Contract between the District and Hudick Excavating, Inc. DBA HEI Civil in the amount of \$252,906.00:** The Board discussed and reviewed Change Order No. 001, FDP1, Phase 2D under the Construction Contract between the District and Hudick Excavating, Inc. DBA HEI Civil in the amount of \$252,906.00.

Following discussion, upon motion duly made by Director Hulsebus, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board approved Change Order No. 001, FDP1, Phase 2D under the Construction Contract between the District and Hudick Excavating, Inc. DBA HEI Civil in the amount of \$252,906.00.

\_\_\_\_\_  
**DEVELOPER  
UPDATE**

**Lot and Home Sales:** Mr. Jencks provided an update to the Board on lot and home sales.

\_\_\_\_\_  
**OTHER MATTERS**

There were no other matters for discussion at this time.

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made, seconded, and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



STC Metropolitan District No.2  
September-19

	General	Debt	Capital	Totals
Disbursements	\$ 31,271.62	\$ -	\$ 12,917.83	\$ 44,189.45
		\$ -	\$ -	-
Payroll	\$ 200.00	\$ -		\$ 200.00
Payroll Taxes District Portion	\$ 15.30	\$ -	\$ -	\$ 15.30
<b>Total Disbursements from Checking Acct</b>	<b>\$31,486.92</b>	<b>\$0.00</b>	<b>\$12,917.83</b>	<b>\$44,404.75</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1414						
09/25/2019	Colorado Dept of Public Health	WC201089331	Miscellaneous	1-685	540.00	540.00
Total 1414:						540.00
1415						
09/25/2019	Dazzio & Associates, PC	352	Audit	1-615	4,000.00	4,000.00
09/25/2019	Dazzio & Associates, PC	353	Audit	1-615	6,000.00	6,000.00
Total 1415:						10,000.00
1416						
09/25/2019	Doody Calls	25008	O&M - Maintenance	1-735	133.50	133.50
Total 1416:						133.50
1417						
09/25/2019	McGeady Becher P.C.	1190B 8/19	Legal	3-675	8,626.20	8,626.20
09/25/2019	McGeady Becher P.C.	1190B 8/19	Legal	1-675	2,503.50	2,503.50
Total 1417:						11,129.70
1418						
09/25/2019	Mountain Alarm	1885143	Parking Structure	1-730	210.00	210.00
09/25/2019	Mountain Alarm	1885144	Parking Structure	1-730	75.00	75.00
09/25/2019	Mountain Alarm	1885145	Parking Structure	1-730	75.00	75.00
Total 1418:						360.00
1419						
09/25/2019	Ranger Engineering, LLC	1098	Engineering	3-784	1,800.00	1,800.00
Total 1419:						1,800.00
1420						
09/25/2019	RLI Surety	LSM00545260	Insurance/SDA Dues	1-670	250.00	250.00
09/25/2019	RLI Surety	LSM0545256	Insurance/SDA Dues	1-670	250.00	250.00
09/25/2019	RLI Surety	LSM0545259	Insurance/SDA Dues	1-670	250.00	250.00
Total 1420:						750.00
1421						
09/25/2019	Simmons & Wheeler, P.C.	24954	Accounting	1-612	2,491.62	2,491.62
09/25/2019	Simmons & Wheeler, P.C.	24954	Accounting	3-612	2,491.63	2,491.63
Total 1421:						4,983.25
1422						
09/25/2019	Special Dist Management Svcs	56950 8/19	Management	1-680	457.89	457.89
Total 1422:						457.89
1423						
09/25/2019	Thyssenkrupp Elevator Corporati	3004774584	Parking Structure	1-730	165.00	165.00
09/25/2019	Thyssenkrupp Elevator Corporati	6000389028	Parking Structure	1-730	1,367.00	1,367.00
Total 1423:						1,532.00

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1424						
09/25/2019	Town of Superior	2289.5 9/19	Utilities	1-704	13.37	13.37
09/25/2019	Town of Superior	290.5 9/19	Utilities	1-704	382.97	382.97
09/25/2019	Town of Superior	411.5 9/19	Utilities	1-704	1,662.57	1,662.57
09/25/2019	Town of Superior	438.5 9/19	Utilities	1-704	13.37	13.37
09/25/2019	Town of Superior	440.5 9/19	Utilities	1-704	828.17	828.17
09/25/2019	Town of Superior	505487 9/19	Utilities	1-704	732.97	732.97
Total 1424:						<u>3,633.42</u>
1425						
09/25/2019	Vargas Property Services, Inc.	29053	O&M - Landscaping	1-720	1,029.85	1,029.85
09/25/2019	Vargas Property Services, Inc.	29117	O&M - Landscaping	1-720	2,420.00	2,420.00
09/25/2019	Vargas Property Services, Inc.	29118	O&M - Landscaping	1-720	2,115.17	2,115.17
09/25/2019	Vargas Property Services, Inc.	29119	O&M - Landscaping	1-720	2,420.00	2,420.00
Total 1425:						<u>7,985.02</u>
1426						
09/25/2019	Xcel Energy	651491808	Utilities	1-704	98.96	98.96
09/25/2019	Xcel Energy	651506015	Utilities	1-704	119.78	119.78
09/25/2019	Xcel Energy	651511015	Utilities	1-704	210.23	210.23
09/25/2019	Xcel Energy	651517233	Utilities	1-704	236.07	236.07
09/25/2019	Xcel Energy	651522004	Utilities	1-704	57.26	57.26
09/25/2019	Xcel Energy	651541436	Utilities	1-704	162.37	162.37
Total 1426:						<u>884.67</u>
Grand Totals:						<u><u>44,189.45</u></u>

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
09/19/2019	9130	Brzostowicz, James	
09/19/2019	9131	Willis, Terry A.	92.35
Grand Totals:			
	<u>2</u>		<u>92.35</u>

## SERVICE AGREEMENT FOR PROJECT MANAGEMENT SERVICES

THIS SERVICE AGREEMENT FOR PROJECT MANAGEMENT SERVICES (“Agreement”) is entered into this \_\_\_\_ day of September, 2019, and effective as of the 1st day of January, 2019, by and between STC METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and EDIFICE, LLC, a Colorado limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

### RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby represent that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

## 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for

the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto, on a time and materials basis, in an amount not to exceed Nine Thousand Dollars (\$9,000) per month, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire upon satisfactory completion of Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. If Colorado law requires Consultant to maintain workers’ compensation insurance, a Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than required by statute. Any Workers’ Compensation Insurance Policy obtained by Consultant, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following



coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) – (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims-made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Boulder, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: STC Metropolitan District No. 2  
c/o Special District Management Services, Inc.  
141 Union Blvd, Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: ljohnson@sdmsi.com  
Attn: Lisa Johnson

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Email: mbecher@specialdistrictlaw.com  
Attn: Megan Becher

To Consultant: Edifice, LLC  
1114 West 7<sup>th</sup> Ave., Suite 210  
Denver, CO 80204  
Phone: (303) 489-7968  
Email: dandrews@edificecm.com  
Attn: David Andrews

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE 1 OF 2 TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**Consultant:**

**EDIFICE, LLC**, a Colorado limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO

)

) ss.

COUNTY OF [\_\_\_\_\_]

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Edifice, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE 2 of 2 TO SERVICE AGREEMENT]

**District:**  
**STC METROPOLITAN DISTRICT NO. 2,**  
a quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
James A. Brzostowicz, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF [ \_\_\_\_\_ ] )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2019, by James A. Brzostowicz, as President of STC Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## EXHIBIT A SCOPE OF SERVICES

The Consultant will provide project management coordination related to the District's construction contracts, including without limitation, the following:

- Program/Project Management: for the District's construction contracts in Superior Town Center, Superior, Colorado
  - Design management assistance
    - Direct and coordinate other applicable consultants in the preparation of engineering, planning and landscape documents sufficient to support the development of the District's projects.
    - Facilitate Town of Superior ("Town") processes for approvals of foregoing.
  - Budgeting
    - Coordinate with the District and District Engineer on budgets for various scopes as shall be identified by the District from time to time.
  - Bidding
    - Coordinate with the District and District Engineer on bidding and contractor selection, including public bid publication and process when required for scope of work for public improvements.
  - Land Development Coordination
    - Scheduling – Coordinate initial schedule after the developer secures all required Town approvals sufficient to begin development, thence updated as necessary.
    - Coordinate weekly contractor/municipality progress meetings to discuss current field status, any outstanding issues and program/schedule future work.
    - Coordinate field work with general contractor (generally, overlot through paving, landscape/hardscape installation).
    - Dry utility installation coordination, as necessary for public improvements.
    - Interface and coordinate with the Town.
    - Contracting and Draw Coordination
      - Review and approve (as applicable) supervised contractor pay applications and coordinate with District on tracking of supervised construction contracts.
      - In coordination District, process monthly draw requests including an updated draw spreadsheet showing approved budget, forecast total budget, change orders and percent complete for each scope of work completed by the 1st of each month and submitted electronically.

- Field Coordination
  - As needed, but no less than 3 times per week when work is in progress. Assistance in obtaining preliminary acceptance of previously installed infrastructure.
  - Review bi-weekly inspections from SWMP consultant and distribute scope of work needed to other consultants for correction.
  - Coordinate with SWMP consultant responsible for updates to SWMP book as new phases/projects come on line.
  - In conjunction with the District, assist in coordinating response to any CDPHE reports.
- Coordinate Town acceptance of public infrastructure.
- Requested Meetings
  - Attend monthly District Board meetings, in person or via phone call.
  - Attend weekly project design team meetings via phone/web (approx. 1 hour each).



**EXHIBIT B  
COMPENSATION**

The District shall compensate the Consultant on a time and materials basis, in an amount not to exceed Nine Thousand Dollars (\$9,000) per month, as follows:

<u>Title/Description</u>	<u>Rate</u>
Principal	\$200.00
Project Manager	\$145.00
Clerical	\$95.00
Reimbursable Expenses*	Cost plus 10%

\* Reimbursable Expenses: Out of pocket expenses incurred in providing services are reimbursable and will be charged at actual cost plus an administrative handling charge often percent (10%). Such expenses include transportation, air fare, hotels, meals and living costs while traveling, long distance communications, mail, shipping, and courier services, reproduction costs, mileage, photography, etc. These expenses will be billed to the District monthly, as incurred.

**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT D  
FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$	Original Term: Expires _____, 20
Increase of this Change Order: \$	New Term: Expires _____, 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	
<b>STC METROPOLITAN DISTRICT NO. 2</b>	
<b>By:</b>	
	<b>District</b>

<b>APPROVED:</b>	
<b>EDIFICE, LLC</b>	
<b>By:</b>	
	<b>Consultant</b>

**STC Metropolitan District**  
**Community Management Report**  
**October 2, 2019**

**Architectural Reviews**

No forms pending.

**Inspections**

Inspection scheduled for September 26, 2019. This is also serving as the snow meeting with Vargas.

**Compliance Update**

No updates

**Pending Items:**

1. **Insurance**- We are still working to confirm who is responsible for what items, and who is therefore responsible for insuring.
2. **2020 Budget Numbers**



**STC METROPOLITAN DISTRICT NO. 2  
ENGINEER'S REPORT and CERTIFICATION #52**

**PREPARED FOR:**

STC Metropolitan District No. 2  
141 Union Blvd  
Lakewood, CO 80228

**PREPARED BY:**

Ranger Engineering, LLC  
2590 Cody Ct.  
Lakewood, CO 80215

**DATE PREPARED:**

September 25, 2019

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## ENGINEER’S REPORT

### Introduction

Ranger Engineering, LLC. (“Ranger”) was retained by STC Metropolitan District No. 2 (“District”) as an Independent Consulting Engineer to certify costs associated with constructed Public Improvements associated with the District. Per the Cost Sharing Agreement between the Superior Urban Renewal Authority (“SURA”) representing the Town of Superior (“Town”), RC Superior LLC (“Developer”), and the District, a portion of the costs are eligible to be reimbursed by the Town of Superior. It should be noted that personnel from Ranger were formerly part of Tamarack Consulting, LLC and Manhard Consulting, Ltd., both of which have been engaged by the District to certify costs related to the Public Improvements.

The District is located within the Town of Superior, Colorado. The development area is approximately 91 acres. This certification considers soft & indirect and construction costs.

The attached Engineer’s Certification states that the Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in this Engineer’s Report, including both soft and hard costs from approximately July 2019 to August 2019, are valued at **\$571,059.79** for the District, and **\$571,059.79** for the Town. Table I summarizes costs certified to date.

<b>Table I – Cost Certified to Date</b>				
<b>Cert No.</b>	<b>Date</b>	<b>Total Costs Paid</b>	<b>Total District Eligible Costs</b>	<b>Total Town Eligible Costs</b>
1	17-Feb-15	\$4,643,001.98	\$3,207,467.82	\$3,207,467.82
2	16-Jul-15	\$701,094.68	\$322,489.80	\$322,489.80
3	14-Aug-15	\$959,075.78	\$489,247.48	\$489,247.48
4	17-Sep-15	\$1,219,271.89	\$683,402.69	\$683,402.69
5	19-Oct-15	\$2,119,386.67	\$1,446,709.01	\$1,446,709.01
6	17-Nov-15	\$1,231,778.40	\$984,437.64	\$984,437.64
7	21-Dec-15	\$1,017,615.94	\$910,069.14	\$910,069.14
8	19-Jan-16	\$739,528.78	\$563,708.01	\$563,708.01
9	25-Feb-16	\$495,715.12	\$461,463.79	\$461,463.79
10	17-Mar-16	\$332,878.20	\$300,162.73	\$300,162.73
11	18-Apr-16	\$198,444.34	\$173,549.33	\$173,549.33
12	20-May-16	\$398,396.63	\$334,538.75	\$334,538.75
13	20-Jun-16	\$772,592.31	\$627,210.02	\$627,210.02
14	27-Jul-16	\$647,191.62	\$622,677.30	\$622,677.30
15	15-Aug-16	\$414,015.43	\$374,344.41	\$374,344.41
16	23-Sep-16	\$674,802.27	\$652,819.56	\$652,819.56
17	20-Oct-16	\$1,127,902.22	\$991,366.52	\$991,366.52
18	23-Nov-16	\$1,358,809.86	\$1,176,715.72	\$1,176,715.72
19	19-Dec-16	\$813,631.42	\$661,258.25	\$661,258.25
20	25-Jan-17	\$834,276.57	\$757,405.36	\$757,405.36

21	23-Feb-17	\$784,846.38	\$694,206.67	\$694,206.67
22	17-Mar-17	\$663,385.40	\$571,156.39	\$571,156.39
23	20-Apr-17	\$912,437.74	\$894,668.66	\$894,668.66
24	17-May-17	\$488,722.33	\$477,391.96	\$477,391.96
25	29-Jun-17	\$2,648,255.90	\$842,092.22	\$842,092.22
26	3-Aug-17	\$476,010.18	\$425,687.34	\$425,687.34
27	17-Aug-17	\$995,465.07	\$781,719.74	\$781,719.74
28	21-Sep-17	\$2,202,490.66	\$1,813,800.55	\$1,813,800.55
29	11-Nov-17	\$2,372,127.66	\$2,363,679.49	\$2,363,679.49
30	22-Nov-17	\$1,914,639.28	\$1,929,475.33	\$1,711,298.63
31	19-Dec-17	\$1,731,761.49	\$1,561,854.08	\$1,440,391.55
32	16-Feb-18	\$582,701.05	\$559,378.98	\$461,363.52
33	10-Apr-18	\$932,657.82	\$858,000.53	\$690,670.88
34	10-Apr-18	\$670,283.35	\$623,505.43	\$519,950.65
35	18-Jun-18	\$1,053,420.34	\$695,052.19	\$469,031.50
36	13-Jul-18	\$1,315,446.78	\$998,428.76	\$805,440.44
37	31-Jul-18	\$1,097,722.72	\$1,019,716.46	\$910,204.30
38	23-Aug-18	\$998,452.43	\$790,429.34	\$757,296.58
39	26-Sep-18	\$1,181,782.21	\$1,008,881.48	\$851,219.77
40	10-Oct-18	\$506,528.48	\$438,293.56	\$395,834.23
41	06-Dec-18	\$883,785.69	\$837,473.61	\$444,364.63
42	03-Jan-19	\$223,714.21	\$179,926.82	\$137,852.65
43	09-Jan-19	\$266,323.20	\$198,080.87	\$180,809.72
44	24-Jan-19	\$105,648.98	\$82,117.55	\$82,117.55
45	21-Feb-19	\$291,779.76	\$259,508.79	\$259,508.79
46	20-Mar-19	\$325,500.49	\$212,355.06	\$212,355.06
47	25-Apr-19	\$315,703.35	\$288,250.21	\$288,250.21
48	24-May-19	\$3,889,134.73	\$2,984,557.18	\$900,749.68
49	21-Jun-19	\$5,047,252.81	\$2,986,639.50	\$2,775,141.50
50	23-Jul-19	\$857,721.41	\$697,366.45	\$697,366.45
51	21-Aug-19	\$980,208.74	\$872,480.78	\$530,358.78
52	24-Sep-19	\$628,822.07	\$571,059.79	\$571,059.79
<b>TOTALS</b>		<b>\$58,044,142.81</b>	<b>\$45,258,279.10</b>	<b>\$40,698,083.19</b>

Table II summarizes the cost breakdown of the construction, soft and indirect, district funded costs, and system development fees. Tables III, IV, V, and VI provide category breakdowns of construction, soft and indirect, district funded costs, and system development fees reviewed for this certification. Table VII provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table IX provides a detailed breakdown of district funded costs per



the Service Plan categories and the SURA categories. Table X provides a detailed breakdown of system develop fee costs per the Service Plan categories and the SURA categories.

### **Public Improvements as Authorized by the Service Plan**

Ranger reviewed the Service Plan associated with Superior Town Center Metropolitan District No. 2 (“Service Plan”); dated May 13, 2013.

Section I-A of the Service Plan states:

*It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of the anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these public improvements.*

Section V-A of the Service Plan States:

*The District shall have the power and authority to provide the Public Improvements and related operations and maintenance services within and beyond the District Boundaries as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.*

Section V-A.8 limits debt issuance to \$145,000,000. Exhibit C-2 maps depict the Inclusion Area of Public Improvements at the time the Service Plan was approved. Ranger has determined that the constructed improvements and associated soft and indirect construction costs (“Public Improvements”) under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan.

### **Scope of Certification**

The Cost Sharing Agreement has identified cost categories eligible for reimbursement. The cost categories reviewed for this report include earthwork, storm sewer, sanitary sewer, domestic water, and mob & temporary conditions. For a breakdown of district eligible costs, refer to Tables II - VIII.

### **General Methodology**

Ranger employed a phased approach toward the preparation of this Engineer’s Report and Certification of Public Costs (“Engineer’s Certification”).

#### **Phase I – Authorization to Proceed and Document Gathering**

Ranger was authorized to proceed with the Engineer’s Certification in December 2015 (as Tamarack Consulting, LLC). The initial construction documentation was provided by the District January 11, 2016. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through the current cost certification.

### **Phase II – Site Visit and Meetings**

Ranger has performed site visits to verify completion of work relating to District infrastructure during Phase II construction improvements. The site visits were to verify general conformance with contract documents and does not guarantee quality or acceptance of public improvements.

### **Phase III – Review of Documentation**

Documentation was requested at the beginning of work. Requested documentation include the following:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Ranger.

### **Phase IV – Verification of Construction Quantities**

Construction quantity take-offs were performed from applicable construction drawings. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

### **Phase V – Verification of Construction Unit Costs and Indirect Costs**

Construction Unit Costs and Indirect Costs were reviewed for market reasonableness. Ranger took into consideration the type of construction and the timeframe during which the construction occurred. Ranger determined that the costs incurred were within a reasonable range.

### **Phase VI – Verification of Payment for Public Costs**

Per current agreements, District funded costs are approved before payment is made. Contractors and consultants are to provide Conditional Lien Release Waivers for the amount of payment requested. After payment is made, the contractors and consultants are to provide Unconditional Lien Release Waivers. When applicable, cancelled checks and bank statements are also used to verify proof of payment. Certain soft and indirect costs that have portions that are both publicly and privately funded but have not yet been paid are included in this certification. These costs are clearly identified in Table VII Soft and Indirect Costs Detail in the District and Developer Disbursement columns. These costs are included in order to identify the public and private costs and assign these costs to either the Developer or the District. The proof of payment in the form of cancelled checks and bank statements will be reviewed as payments are processed and reflected on future certifications.

## **Phase VII – Determination of Costs Eligible for Reimbursement**

Ranger concluded the Engineer's Certification by determining which improvements were eligible for District and Town reimbursement and what percent of the costs for those improvements were reimbursable.

Cost Certification Phase II construction improvements that were reimbursable consisted of roadways, paths, & hardscape and temporary conditions.

In Cost Certification #24, an Xcel fee was determined eligible in the amount of \$72,886.93. This cost shows up on two separate District funding requests. A check was originally written to pay this fee but was canceled. After verification of the costs, the District wrote another check to pay for this fee per the June funding request, even though this cost was certified on Cost Certification #24.

A fee for American Fence directly paid by Lee Merritt of Ranch Capital was duplicated on Cost Certifications #24 and #25. There is a deduction on Cost Certification #26 to reconcile the overall costs paid to American Fence.

The Town of Superior provided a contribution of \$198,795.49 directly to the funding of the McCaslin Roundabout scope of work performed by Hall Irwin Corporation. On Cost Certification #27, a credit was identified for this amount to be applied to District costs. This credit did not impact the amount of reimbursable costs for the Town. The intent of this credit is to show the financial impact of the Town directly providing these funds.

Hudick Excavating Inc. ("HEI") provided Pay Application 1 directly to the District and Pay Application 2 to the Developer. The funding for these pay applications was allocated separately, but the costs were still determined to be District eligible.

On Cost Certification #31, Samora Construction Contract, costs were submitted for work related to Superior Roadway, which had the top 2" lift fail. Samora issued a credit in the amount of \$9,975 for the 2" failure on Cost Certification #32. When this work is accepted, the full line item will be billed. Costs submitted deemed District eligible for Ninyo & Moore on Cost Certification #20 were realized to be partially non-District. A negative cost of (-\$2,984.79) was identified on Cost Certification #31 to adjust for the non-District costs previously certified.

On Cost Certification #33, adjustments were made to account for errors in prior Cost Certification reports that were identified after performing an audit of certified costs to date. A Cut Above had duplicate costs certified on Certifications #21 and #22. There was a Special District Management Services, Inc invoice that was incorrectly captured as Capital costs as well. Lastly, there were various vendor invoices that were not included in final reports, and those costs were captured at this time.

During the review of Cost Certification #34, the Town notified associated parties that costs associated with the Medical Office Building Garage would not be eligible under SURA until approved by the Town Board, per Resolution No. R-36. Garage costs are currently determined to be District eligible and will become SURA eligible upon the Town Board approval.

System Development Fee backup was provided with Cost Certification #41 backup, but the costs were not included in the report, pending comments and coordination between the Town and the District.

In February 2019, the Town reviewed costs that had been applied to the *Public Park Amenities and Facilities* Town Category. Miscellaneous line items that were labeled under this category were updated to different Town Categories. The impact was that \$14,209.35 was reallocated to *Mob & Temporary Conditions*, \$719,328.02 was reallocated to *Roadways, Paths, & Hardscape*, and \$780,200.89 was reallocated from *Park Site Development* to *Public Park Amenities and Facilities*.

On Cost Certification #48, System Development fees were certified for the first time. Fees related to SDC – Planning Area 3 Residential were only District eligible, while fees related to SDC – Planning Area 1 and 2 Residential and Commercial, as well as SDC – Planning Area 3 Commercial were considered District and Town eligible.

On Cost Certification #49, the MOB Parking Structure (“MOBPS”) costs were certified as a District Funded Cost. The overall reconciled market value of the MOBPS was determined per a report prepared by National Valuation Consultants, Inc. (“NVC”). NVC determined that the MOB Parking Structure has a reconciled market value \$4,260,000 (assuming completion by January 11, 2018). A prorated amount of the MOBPS District value was determined per a memorandum provided by Walker Parking Consultants (“Walker”) based upon public versus private parking availability in the MOBPS. Ranger utilized the Declaration of Parking Structure Easement and Cost Sharing Agreement based upon the definitions of *MOB Spaces*, *Preferred Parking Period*, and *Public Spaces* to review a prorated value and determined that Walker’s percentage was reasonable. Utilizing the NVC market value and the Walker prorated percentage of 52%, a District value of \$2,215,200 was utilized in the Real Estate Sale Contract between the Developer and the District regarding the MOBPS. The full value of the Real Estate Sale Contract value was deemed eligible.

On Cost Certification #50, a subcategory of Civic Space was added as part of the Public Park Amenities and Facilities Town Eligible Categories. All costs under the Civic Space subcategory are rolled up into the overall Public Park Amenities and Facilities costs.

## ENGINEER'S CERTIFICATION

Collin D Koranda, P.E. / Ranger Engineering, LLC (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.
2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.
3. The Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in the attached Engineer's Report dated September 25, 2019 including soft and indirect, District funded, and hard costs, are valued at an estimated **\$571,059.79**. In the opinion of the Independent Consulting Engineer, the above stated estimated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Sincerely,

**Ranger Engineering, LLC**

A handwritten signature in blue ink, appearing to read "Collin D. Koranda".

Collin D. Koranda, P. E.

## APPENDIX A

### Documents Reviewed

#### Agreements

- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District No 1, 2 and 3. Dated October 18, 2013.
- Development Agreement between the Town of Superior, CO, the Superior Metropolitan District No. 1, the Superior Urban Renewal Authority, and RC Superior LLC. Dated March 11, 2013.
- Public Finance Agreement between the Superior Urban Renewal Authority, the Superior McCaslin Interchange Metropolitan District, RC Superior LLC, and the Town of Superior, CO. Dated March 15, 2013.
- Cost Sharing and Reimbursement Agreement between Aweida Properties and STC Metropolitan District No. 2. Dated October 21, 2015.
- Declaration of Parking Structure Easement and Cost Sharing Agreement, by IISRE-Superior MOB, LLC. Dated March 28, 2017.
- Real Estate Sale Contract (MOB Parking Structure). Entered between RC Superior, LLC and STC Metropolitan District No. 2. August 2018.

#### Construction Plans

- Final Development Plan – Phase I Superior Town Center Infrastructure Plans. Prepared by Civil Resources LLC. Dated November 12, 2013.
- Final Development Plan #1 – Phase I Street Paving Plans. Prepared by Civil Resources LLC. Dated April 29, 2016.
- Final Plat Superior Town Center Filing No. 1B. Prepared by Civil Resources LLC. Dated December 4, 2013.
- Overlot Grading and Stormwater Management Plans for Superior Town Center Phase 1A. Prepared by Civil Resources LLC. Released for construction May 22, 2015.
- Superior Town Center Phase I Utility Infrastructure Plans. Prepared by Civil Resources LLC. Issued for Construction August 20, 2015.
- Town of Superior Town Center Lift Station Final Drawings Set 1 & Set 2 Rev 0. Prepared by Dewberry Engineers Inc. Dated July 25, 2014.
- Town of Superior McCaslin Blvd. Town Center Left Turn Lane Drawings. Dated February 24, 2016.
- Superior Town Center – Construction Plans – Phase 3 (McCaslin Roundabout). Prepared by Civil Resources Inc. Dated August 12, 2016. Accepted by Public Works September 9, 2016.
- Final Development Plan 1 – Phase 4 (Marshall Road Extension) – Construction Plans – Superior Town Center. Dated August 19, 2016.

#### Invoices

- Samora Construction Pay Application 6-677. Dated 8/31/19.
- Samora Construction Pay Application 2-675. Dated 8/31/19.
- Samora Construction Pay Application 3-676. Dated 8/31/19.
- Samora Construction Invoice 674. Dated 8/3/19.
- Down To Earth Compliance Invoices 48544, 48603, 49022, 49013. Dated 6/28/19 – 9/6/19.

For soft and indirect costs, district funded costs, and System Development Fees reviewed, refer to Tables VIII, IX, and X.

#### Service Plan and Reports

- Superior Town Center Metropolitan District No. 2. Prepared by McGeady Sisneros, P.C. and dated May 13, 2013.
- Memorandum Superior Town Center – Block 12 Garage Allocations. Prepared by Walker Parking Consultants. Revised Date November 18, 2016.
- Appraisal Report of a Parking Structure. Prepared by National Valuation Consultants, Inc. Effective Date of Appraisal January 11, 2018.



## SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

### Project Costs Summary for District and Town

Table II

	Total Cost Invoiced		Maximum Eligible Costs		District Eligible Costs		Town Eligible Costs	
Direct Construction Costs	\$	389,903.41	\$	383,318.75	\$	383,318.75	\$	383,318.75
Soft and Indirect Costs	\$	203,324.86	\$	175,204.66	\$	175,204.66	\$	175,204.66
District Funded Costs	\$	35,593.80	\$	12,536.38	\$	12,536.38	\$	12,536.38
System Development Costs	\$	-	\$	-	\$	-	\$	-
Totals	\$	628,822.07	\$	571,059.79	\$	571,059.79	\$	571,059.79





**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**

**Construction Costs Summary By Category**

**Table III**

<b>Category</b>	<b>Total Eligible Soft Costs</b>	<b>Category Percentage</b>
<b>Total Town Eligible Costs</b>		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 322,062.60	84.0%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ 53,065.10	13.8%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ -	0.0%
Mob & Temporary Conditions	\$ 8,191.05	2.1%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Civic Space (Part of PPA&F)	\$0.00	
	<b>\$ 383,318.75</b>	<b>100.0%</b>
<b>Total District Eligible Costs</b>		
Operation	\$ -	0.0%
Capital	\$ 383,318.75	100.0%
Non District	\$ -	0.0%
	<b>\$ 383,318.75</b>	<b>100.0%</b>



**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**

**Soft Costs Summary By Category**

**Table IV**

<b>Category</b>	<b>Total Eligible Soft Costs</b>	<b>Category Percentage</b>
<b>Total Town Eligible Costs</b>		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 65,572.99	37.4%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ 773.81	0.4%
Mob & Temporary Conditions	\$ 800.00	0.5%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancement	\$ 3,060.92	1.7%
Public Park Amenities & Facilities	\$74,054.69	42.3%
Civic Space (Part of PPA&F)	\$74,054.69	
Other Eligible Costs	\$ 30,942.25	17.7%
	<b>\$ 175,204.66</b>	<b>100.0%</b>
<b>Total District Eligible Costs</b>		
Organization	\$ -	0.0%
Operation	\$ -	0.0%
Capital	\$ 175,204.66	100.0%
	<b>\$ 175,204.66</b>	<b>100.0%</b>



**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**

**District Funded Costs Summary**

**Table V**

<b>Category</b>	<b>Total Eligible Soft Costs</b>		<b>Category Percentage</b>
<b>Total Town Eligible Costs</b>			
Earthwork	\$	-	0.0%
Roadways, Paths, & Hardscape	\$	-	0.0%
Offsite Roadways	\$	-	0.0%
Walls and Structures	\$	-	0.0%
Storm Sewer	\$	-	0.0%
Sanitary Sewer	\$	-	0.0%
Reuse Water & Irrigation Piping	\$	-	0.0%
Domestic Water	\$	-	0.0%
Dry Utilities	\$	-	0.0%
Park Site Development	\$	-	0.0%
Mob & Temporary Conditions	\$	-	0.0%
SDC - Planning Area 1 and 2	\$	-	0.0%
SDC - Planning Area 3	\$	-	0.0%
Parking & Architectural Enhancement	\$	-	0.0%
Public Park Amenities & Facilities	\$	-	0.0%
Other Eligible Costs	\$	12,536.38	100.0%
Not Eligible	\$	-	0.0%
	<b>\$</b>	<b>12,536.38</b>	<b>100.0%</b>
<b>Total District Eligible Costs</b>			
Operation	\$	-	0.0%
Capital	\$	12,536.38	100.0%
Organization	\$	-	0.0%
	<b>\$</b>	<b>12,536.38</b>	<b>100.0%</b>



**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
Construction Costs  
Table VII

Work Description	Contract Values				Involved Values				District Eligibility						Inv. No.			
	Quantity	Unit	Unit Price	Amount	Amount Invoiced	Retainage Held	Amount Less Retainage	Percent Invoiced	District Type	District Powers	Town Category	Percent District Eligible	Amount District Eligible	Percent Town Eligible		Amount Town Eligible	Total Percent Eligible	Total Eligible
<b>Samora Construction</b>																		
Miscellaneous Site Tasks (Invoice 575)	1	LS	\$ 17,210.39	\$ 17,210.39	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	34%	\$ -	34%	\$ -	34%	\$ -	
Miscellaneous Site Tasks (Invoice 581, Lien Waiver 3/1/18)	1	LS	\$ 43,205.98	\$ 43,205.98	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	55%	\$ -	55%	\$ -	55%	\$ -	
Miscellaneous Site Tasks (Invoice 589, Lien Waiver 4/30/18)	1	LS	\$ 7,700.00	\$ 7,700.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	58%	\$ -	58%	\$ -	58%	\$ -	
Miscellaneous Site Tasks (Invoice 595, Lien Waiver 6/5/18)	1	LS	\$ 11,892.42	\$ 11,892.42	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	76%	\$ -	76%	\$ -	76%	\$ -	
July Water Service (Dist Control) (Invoice 617, Lien Waiver 9/9/18)	1	LS	\$ 6,915.04	\$ 6,915.04	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Miscellaneous Site Tasks (Invoice 638, Lien Waiver 8/28/18)	1	LS	\$ 50,408.49	\$ 50,408.49	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	25%	\$ -	25%	\$ -	25%	\$ -	
Miscellaneous Site Tasks (Invoice 630, Lien Waiver 10/1/18)	1	LS	\$ 34,819.76	\$ 34,819.76	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	86%	\$ -	86%	\$ -	86%	\$ -	
Miscellaneous Site Tasks (Invoice 635, Lien Waiver 12/3/18)	1	LS	\$ 9,995.23	\$ 9,995.23	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	47%	\$ -	47%	\$ -	47%	\$ -	
Miscellaneous Site Tasks (Invoice 641, Lien Waiver 12/31/18)	1	LS	\$ 35,182.57	\$ 35,182.57	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	67%	\$ -	67%	\$ -	67%	\$ -	
Miscellaneous Site Tasks (Invoice 647, Lien Waiver 2/28/19)	1	LS	\$ 24,493.76	\$ 24,493.76	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	71%	\$ -	71%	\$ -	71%	\$ -	
Miscellaneous Site Tasks (Invoice 652, Lien Waiver 4/1/19)	1	LS	\$ 5,170.00	\$ 5,170.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	42%	\$ -	42%	\$ -	42%	\$ -	
Miscellaneous Site Tasks (Invoice 658, Lien Waiver 4/30/19)	1	LS	\$ 25,558.93	\$ 25,558.93	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	35%	\$ -	26%	\$ -	35%	\$ -	
Miscellaneous Site Tasks (Invoice 659, Lien Waiver 5/31/19)	1	LS	\$ 30,534.13	\$ 30,534.13	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	87%	\$ -	87%	\$ -	87%	\$ -	
Miscellaneous Site Tasks (Invoice 668, Lien Waiver 7/09/19)	1	LS	\$ 24,300.88	\$ 24,300.88	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	46%	\$ -	46%	\$ -	46%	\$ -	
Miscellaneous Site Tasks (Invoice 669, Lien Waiver 7/31/19)	1	LS	\$ 27,645.61	\$ 27,645.61	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Miscellaneous Site Tasks (Invoice 674, Lien Waiver 8/3/19)	1	LS	\$ 16,832.81	\$ 16,832.81	\$ 16,832.81	\$ -	\$ 16,832.81	100%	Capital	Street	Roadways, Paths, & Hardscape	61%	\$ 10,248.15	61%	\$ 10,248.15	61%	\$ 10,248.15	\$16,832.81
			\$ 355,033.19	\$ -	\$ -	\$ -						\$ -	\$ -	\$ -	\$ -		\$16,832.81	
																		POP Amount Date 8/3/2019
																		PLW 6-677 8/31/2019
<b>Samora Construction</b>																		
STC Block 25 Phase 3																		
General Conditions / Bond / OCP	1	LS	\$ 202,311.07	\$ 202,311.07	\$ 50.00	\$ -	\$ 0.00	0%	Capital	Multiple	Job & Temporary Conditions	100%	\$ -	100%	\$ -	100%	\$ -	
Grading	1	LS	\$ 86,700.00	\$ 86,700.00	\$ 28,510.00	\$ 1,425.50	\$27,084.50	33%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 27,084.50	100%	\$ 27,084.50	100%	\$ 27,084.50	\$38,510.00
Treated Subgrade	1	LS	\$ 71,275.00	\$ 71,275.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Curb and Gutter	1	LS	\$ 19,770.00	\$ 19,770.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Concrete Cross Pans	1	LS	\$ 3,600.00	\$ 3,600.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Concrete Lanes	1	LS	\$ 193,525.00	\$ 193,525.00	\$ 100,000.00	\$ 5,000.00	\$95,000.00	52%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 95,000.00	100%	\$ 95,000.00	100%	\$ 95,000.00	\$100,000.00
Concrete Sidewalks	1	LS	\$ 68,073.25	\$ 68,073.25	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$0.00
Stair A	1	LS	\$ 7,760.00	\$ 7,760.00	\$ 7,760.00	\$ 388.00	\$7,372.00	100%	Capital	Street	Walls and Structures	100%	\$ 7,372.00	100%	\$ 7,372.00	100%	\$ 7,372.00	\$7,760.00
Stair B	1	LS	\$ 6,320.00	\$ 6,320.00	\$ 6,320.00	\$ 316.00	\$6,004.00	100%	Capital	Street	Walls and Structures	100%	\$ 6,004.00	100%	\$ 6,004.00	100%	\$ 6,004.00	\$6,320.00
Stair C	1	LS	\$ 4,520.00	\$ 4,520.00	\$ 4,520.00	\$ 226.00	\$4,294.00	100%	Capital	Street	Walls and Structures	100%	\$ 4,294.00	100%	\$ 4,294.00	100%	\$ 4,294.00	\$4,520.00
Stair D	1	LS	\$ 7,760.00	\$ 7,760.00	\$ 7,760.00	\$ 388.00	\$7,372.00	100%	Capital	Street	Walls and Structures	100%	\$ 7,372.00	100%	\$ 7,372.00	100%	\$ 7,372.00	\$7,760.00
Stair F	1	LS	\$ 7,040.00	\$ 7,040.00	\$ 7,040.00	\$ 352.00	\$6,688.00	100%	Capital	Street	Walls and Structures	100%	\$ 6,688.00	100%	\$ 6,688.00	100%	\$ 6,688.00	\$7,040.00
Stair H	1	LS	\$ 6,320.00	\$ 6,320.00	\$ 6,320.00	\$ 316.00	\$6,004.00	100%	Capital	Street	Walls and Structures	100%	\$ 6,004.00	100%	\$ 6,004.00	100%	\$ 6,004.00	\$6,320.00
Stair I	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 190.00	\$3,610.00	100%	Capital	Street	Walls and Structures	100%	\$ 3,610.00	100%	\$ 3,610.00	100%	\$ 3,610.00	\$3,800.00
Concrete Ramp	1	LS	\$ 21,600.00	\$ 21,600.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Asphalt Pavement	1	LS	\$ 28,690.00	\$ 28,690.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Curb Underdrain System	1	LS	\$ 20,700.00	\$ 20,700.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
Storm Drainage System	1	LS	\$ 200,738.00	\$ 200,738.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
Domestic Water System	1	LS	\$ 210,880.00	\$ 210,880.00	\$ -	\$ -	\$ 0.00	0%	Capital	Water	Domestic Water	100%	\$ -	100%	\$ -	100%	\$ -	
Utility Sleeves	1	LS	\$ 20,440.00	\$ 20,440.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Utilities	100%	\$ -	100%	\$ -	100%	\$ -	
Sanitary Sewer Systems with Underdrain	1	LS	\$ 241,125.00	\$ 241,125.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Sanitary Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
Retaining Walls & Guard Rail	1	LS	\$ 53,695.00	\$ 53,695.00	\$ 12,388.00	\$ 616.90	\$11,721.10	23%	Capital	Street	Walls and Structures	100%	\$ 11,721.10	100%	\$ 11,721.10	100%	\$ 11,721.10	\$12,388.00
Signs	1	LS	\$ 22,725.00	\$ 22,725.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$0.00
Electrical Systems for Lighting	1	LS	\$ 285,731.00	\$ 285,731.00	\$ 58,840.00	\$ 2,942.00	\$55,898.00	21%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 55,898.00	100%	\$ 55,898.00	100%	\$ 55,898.00	\$58,840.00
<b>Change Order 1</b>																		
Overhead/Profit/Bond/Insurance	1	LS	\$86,005.48	\$ 86,005.48	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
JMG Concrete/Washout	1	LS	\$ 91,914.50	\$ 91,914.50	\$ 2,527.00	\$ 126.35	\$2,400.65	3%	Capital	Sanitation	Roadways, Paths, & Hardscape	100%	\$ 2,400.65	100%	\$ 2,400.65	100%	\$ 2,400.65	\$2,527.00
E2 Excavating - Storm Pipe per Redland Plans	1	LS	\$119,399.00	\$ 119,399.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
Soil Nail - Fly Ash Stabilization/Protholing	1	LS	\$ 42,400.00	\$ 42,400.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Survey	1	LS	\$10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Caulking and Signage	1	LS	\$14,320.00	\$ 14,320.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
<b>Change Order 3</b>																		
Overhead/Profit/Bond/Insurance	1	LS	\$ 8,881.25	\$ 8,881.25	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
Reclaim Water Line - E2 Excavating	1	LS	\$25,875.00	\$ 25,875.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
<b>Change Order 4</b>																		
Thoult Brothers - Retaining Wall	1	LS	\$ 20,779.80	\$ 20,779.80	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Walls and Structures	100%	\$ -	100%	\$ -	100%	\$ -	
JMG Concrete Service - Concrete	1	LS	\$1,100.00	\$ 1,100.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Nelson Pipeline - Inlets/Manholes	1	LS	\$ 2,110.00	\$ 2,110.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
Int Ironworks - Guard Rail / Stair Ramp Rails	1	LS	\$10,262.00	\$ 10,262.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Walls and Structures	100%	\$ -	100%	\$ -	100%	\$ -	
Elevated Excavation - Roadbase for trickle channel	1	LS	\$ 2,087.00	\$ 2,087.00	\$ -	\$ -	\$ 0.00	0%	Capital	Sanitation	Storm Sewer	100%	\$ -	100%	\$ -	100%	\$ -	
DTEC - Erosion Control	1	LS	\$32,680.00	\$ 32,680.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Additional Shelves	1	LS	\$ 4,375.00	\$ 4,375.00	\$ -	\$ -	\$ 0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	
Excavation for retaining walls	1	LS	\$6,250.00	\$ 6,250.00														

Work Description	Contract Values				Invoiced Values				District Eligibility							Inv. No.		
	Quantity	Unit	Unit Price	Amount	Amount Invoiced	Retainage Held	Amount Less Retainage	Percent Invoiced	District Type	District Powers	Town Category	Percent District	Amount District	Percent	Amount Town		Total Percent	Total Eligible
												Eligible	Eligible	Town Eligible	Eligible		Eligible	
EZ Excavating - Furnish and install 1 irrigation triangle top	1	LS	\$241.00	\$ 241.00	\$ 241.00	\$ 12.05	\$228.95	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 228.95	100%	\$ 228.95	100%	\$ 228.95	\$241.00
EZ Excavating - Pothole for repair reuse water gate valve	1	LS	\$4,902.50	\$ 4,902.50	\$ 4,902.50	\$ 245.13	\$4,657.38	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 4,657.38	100%	\$ 4,657.38	100%	\$ 4,657.38	\$4,902.50
JMG - Remove and replace 30' C&G	1	LS	\$3,885.00	\$ 3,885.00	\$ 3,885.00	\$ 194.25	\$3,690.75	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 3,690.75	100%	\$ 3,690.75	100%	\$ 3,690.75	\$3,885.00
JMG - Install road base Class 6	1	LS	\$2,590.50	\$ 2,590.50	\$ 2,590.50	\$ 129.53	\$2,460.98	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 2,460.98	100%	\$ 2,460.98	100%	\$ 2,460.98	\$2,590.50
JMG - Remove and replace 5' concrete side walk	1	LS	\$2,555.00	\$ 2,555.00	\$ 2,555.00	\$ 127.75	\$2,427.25	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 2,427.25	100%	\$ 2,427.25	100%	\$ 2,427.25	\$2,555.00
JMG - Demo sidewalk and install 130 LF 5" Concrete	1	LS	\$8,010.00	\$ 8,010.00	\$ 8,010.00	\$ 400.50	\$7,609.50	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 7,609.50	100%	\$ 7,609.50	100%	\$ 7,609.50	\$8,010.00
Vargas - Landscape / Irrigation	1	LS	\$118,292.00	\$ 118,292.00	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Greiner - power to the irrigation pump (not included in pricing)	1	LS	\$7,859.00	\$ 7,859.00	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
EZ Excavating - Partial Denton Pond clean up and backfill	1	LS	\$29,127.50	\$ 29,127.50	\$ 29,127.50	\$ 1,456.38	\$27,671.13	100%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 27,671.13	100%	\$ 27,671.13	100%	\$ 27,671.13	\$29,127.50
Additional GC 6 weeks of landscape/lighting	1	LS	\$26,066.64	\$ 26,066.64	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
OH/Prof/L/Bond/Insurance	1	LS	\$30,529.37	\$ 30,529.37	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
			\$ 2,796,803.63	\$ 349,646.50	\$ 17,482.33	\$ 332,164.18							\$ 332,164.18		\$ 332,164.18		\$ 332,164.18	Amt Less Ret \$ 332,164.18 POP Amount \$ 332,164.18 Date 8/3/2019
<b>Samora Construction</b>																		
STC Entrance Signage																		Pay App Date 2-675 8/31/2019
General Conditions / Bond / OCP / Fee	1	LS	\$44,575.65	\$ 44,575.65	\$ 16,762.24	\$ 838.11	\$15,924.13	38%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 15,924.13	100%	\$ 15,924.13	100%	\$ 15,924.13	\$44,575.65
Site Preparation	1	LS	\$12,500.00	\$ 12,500.00	\$ 2,125.00	\$ 106.25	\$2,018.75	17%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 2,018.75	100%	\$ 2,018.75	100%	\$ 2,018.75	\$12,500.00
Landscape	1	LS	\$63,453.75	\$ 63,453.75	\$ 500.00	\$ 25.00	\$475.00	1%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 475.00	100%	\$ 475.00	100%	\$ 475.00	\$5,000.00
Irrigation System	1	LS	\$19,969.25	\$ 19,969.25	\$ 8,260.00	\$ 413.00	\$7,847.00	41%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 7,847.00	100%	\$ 7,847.00	100%	\$ 7,847.00	\$8,260.00
Electrical Systems and Lighting	1	LS	\$39,190.00	\$ 39,190.00	\$ 5,540.00	\$ 277.00	\$5,263.00	14%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 5,263.00	100%	\$ 5,263.00	100%	\$ 5,263.00	\$5,540.00
			\$ 179,688.65	\$ 33,187.24	\$ 1,659.36	\$ 31,527.88							\$ 31,527.88		\$ 31,527.88		\$ 31,527.88	Amt Less Ret \$ 31,527.88 POP Amount \$ 31,527.87 Date 9/3/2019
<b>Samora Construction #2</b>																		
STC Entrance Signage #2																		Pay App Date 3-676 8/31/2019
Demolition of existing plants	1	LS	\$5,000.00	\$ 5,000.00	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Excavation and backfill	1	LS	\$32,675.88	\$ 32,675.88	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Rammed Earth Walls	1	LS	\$34,402.79	\$ 34,402.79	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Concrete Footing and Foundation	1	LS	\$114,526.26	\$ 114,526.26	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Curved Steel for Sign	1	LS	\$34,340.00	\$ 34,340.00	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Survey	1	LS	\$2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 62.50	\$1,187.50	63%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 1,187.50	100%	\$ 1,187.50	100%	\$ 1,187.50	\$1,250.00
Permit	1	LS	\$750.00	\$ 750.00	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Supervision	1	LS	\$9,600.00	\$ 9,600.00	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
Prof/L, OH, and Bond	1	LS	\$28,461.97	\$ 28,461.97	\$ -	\$ -	\$0.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ -	100%	\$ -	100%	\$ -	\$ -
			\$ 261,756.90	\$ 1,250.00	\$ 62.50	\$ 1,187.50							\$ 1,187.50		\$ 1,187.50		\$ 1,187.50	Amt Less Ret \$ 1,187.50 POP Amount \$ 1,187.50 Date 9/3/2019
<b>Down to Earth Compliance</b>																		
Erosion Control - Invoice 48544 (6/28/19) LW 6/28/19	1	LS	\$795.00	\$ 795.00	\$ 795.00	\$ -	\$795.00	100%	Capital	Multiple	Mob & Temporary Conditions	100%	\$ 795.00	100%	\$ 795.00	100%	\$ 795.00	\$795.00
Erosion Control - Invoice 48603 (7/3/19) LW 7/3/19	1	LS	\$3,086.25	\$ 3,086.25	\$ 3,086.25	\$ -	\$3,086.25	100%	Capital	Multiple	Mob & Temporary Conditions	100%	\$ 3,086.25	100%	\$ 3,086.25	100%	\$ 3,086.25	\$3,086.25
Erosion Control - Invoice 49022 (9/6/19) LW 9/6/19	1	LS	\$3,737.15	\$ 3,737.15	\$ 3,737.15	\$ -	\$3,737.15	100%	Capital	Multiple	Mob & Temporary Conditions	100%	\$ 3,737.15	100%	\$ 3,737.15	100%	\$ 3,737.15	\$3,737.15
Erosion Control - Invoice 49013 (9/4/19) LW 9/10/19	1	LS	\$572.65	\$ 572.65	\$ 572.65	\$ -	\$572.65	100%	Capital	Multiple	Mob & Temporary Conditions	100%	\$ 572.65	100%	\$ 572.65	100%	\$ 572.65	\$572.65
			\$ 8,191.05	\$ 8,191.05	\$ 8,191.05	\$ -	\$ 8,191.05						\$ 8,191.05		\$ 8,191.05		\$ 8,191.05	Subtotal \$8,191.05 Amt Less Ret \$ 8,191.05 POP Amount \$ 8,191.05
			\$ 3,618,306.23	\$ 409,107.60	\$ 389,903.41								\$ 383,318.75		\$ 383,318.75		\$ 383,318.75	



**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**

**Soft and Indirect Costs**

**Table VIII**

Invoices								Percent District	Amount District	Percent Town	Amount Town	Certification
Vendor	Invoice Number	Description	Date	Amount Invoiced	District Category	District Powers	Town Categories	Eligible	Eligible	Eligible	Eligible	Number
505 Design, Inc.	12107	Superior Sign Planning & Design - Phase 2	07/28/19	\$ 6,000.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 6,000.00	100%	\$ 6,000.00	52
Cesare, Inc	19.3035.5	Block 25 Phase 2	08/30/19	\$ 17,877.05	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 17,877.05	100%	\$ 17,877.05	52
Cesare, Inc	18.3030.14	Main St. & Gateway Dr. Roundabout Evaluation	09/09/19	\$ 4,659.73	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 4,659.73	100%	\$ 4,659.73	52
Civil Resources, LLC	238.001.01.67	Superior Town Center - Infrastructure	08/27/19	\$ 30,942.25	Capital	Multiple	Other Eligible Costs	100%	\$ 30,942.25	100%	\$ 30,942.25	52
Cohn Markeing	11587	Pop up tent	08/15/19	\$ 800.00	Non District	Non District	Not Eligible	0%	\$ -	0%	\$ -	52
Cohn Markeing	11634	Large Format Signage Redesigns	09/05/19	\$ 2,625.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 2,625.00	100%	\$ 2,625.00	52
KTGY	142363	Public Architecture	06/30/19	\$ 37,000.00	Capital	Parks and Recreation	Civic Space (Part of PPA&F)	100%	\$ 37,000.00	100%	\$ 37,000.00	52
KTGY	142666	Public Architecture	07/31/19	\$ 37,054.69	Capital	Parks and Recreation	Civic Space (Part of PPA&F)	100%	\$ 37,054.69	100%	\$ 37,054.69	52
Loris (OTAK)	91900010	Marshal Road Bridge over Coal Creek	08/28/19	\$ 318.75	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 318.75	100%	\$ 318.75	52
Loris (OTAK)	51900106	Marshal Road Bridge over Coal Creek	05/07/19	\$ 660.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 660.00	100%	\$ 660.00	52
Moore Iacofano Goltzman, Inc.	0060340	STC - Blocks 13-25 ROW CD's	08/29/19	\$ 773.81	Capital	Parks and Recreation	Park Site Development	100%	\$ 773.81	100%	\$ 773.81	52
Moore Iacofano Goltzman, Inc.	0060341	STC - Main St. FDP 1 Phase 1	08/29/19	\$ 5,220.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 5,220.00	100%	\$ 5,220.00	52
Moore Iacofano Goltzman, Inc.	0060342	Marshall Road Bridge and ROW FDP & CDs	08/29/19	\$ 1,780.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 1,780.00	100%	\$ 1,780.00	52
Moore Iacofano Goltzman, Inc.	0060343	STC - Blocks 26, 27, and Central Park Circle	08/29/19	\$ 6,247.70	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 6,247.70	100%	\$ 6,247.70	52
Otten Johnson PC	433745	Legal - PIF Covenant	08/14/19	\$ 110.00	Non District	Non District	Not Eligible	0%	\$ -	0%	\$ -	52
RC Superior Holdings LLC	152	Development Management Services	01/01/19	\$ 25,000.00	Non District	Non District	Not Eligible	0%	\$ -	0%	\$ -	52
Summit Services	27819	Stormwater Inseption	08/30/19	\$ 800.00	Capital	Multiple	Mob & Temporary Conditions	100%	\$ 800.00	100%	\$ 800.00	52
Town of Superior	895	STC FDP 3 (Phase 3 Block 25)	07/29/19	\$ 2,277.00	Capital	Multiple	Roadways, Paths, & Hardscape	100%	\$ 2,277.00	100%	\$ 2,277.00	52
Town of Superior	896	STC Development	07/29/19	\$ 349.61	Capital	Multiple	Roadways, Paths, & Hardscape	100%	\$ 349.61	100%	\$ 349.61	52
Town of Superior	903	FDP #1 Infrastructure	08/23/19	\$ 19,522.48	Capital	Multiple	Roadways, Paths, & Hardscape	89%	\$ 17,312.28	89%	\$ 17,312.28	52
Town of Superior	904	STC Development	08/23/19	\$ 245.87	Capital	Multiple	Roadways, Paths, & Hardscape	100%	\$ 245.87	100%	\$ 245.87	52
Walker Parking Consultants	23764601001	Parking Consulting - MOB Board Meeting Discussion	07/31/19	\$ 3,060.92	Capital	Street	Parking & Architectural Enhance	100%	\$ 3,060.92	100%	\$ 3,060.92	52
				\$ 203,324.86				\$ 175,204.66	\$ 175,204.66			



**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**

**District Funded Costs**

**Table IX**

Vendor		Invoices		Date	Amount Invoiced	District Category	District Powers	Town Categories	Percent District	Amount District	Percent Town	Amount Town	Total	Certification
Invoice Number	Description	Eligible	Eligible						Eligible	Eligible	Eligible	Number		
Colorado Dept of Health	WC191056232	WQ Permits	07/19/19	\$ 540.00	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Comcast	316389	Parking Structure	07/14/19	\$ 289.94	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Manhard Consulting	36313	Certification of Current District Eligible Costs	07/19/18	\$ 3,640.00	Non-District	Not Eligible	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
McGeady Becher P.C.	11098 Jul 19	Legal fees for operations related matters	07/31/19	\$ 4,401.15	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
McGeady Becher P.C.	11098 Jul 19	Legal fees for capital related matters	07/31/19	\$ 9,291.85	Capital	Multiple	Other Eligible Costs	100%	\$ 9,291.85	100%	\$ 9,291.85	9,291.85	100%	52
Ranger Engineering, LLC	1092	Cost Certification Services	07/31/19	\$ 1,800.00	Capital	Multiple	Other Eligible Costs	100%	\$ 1,800.00	100%	\$ 1,800.00	1,800.00	100%	52
Simmons & Wheeler, P.C.	24780	Accounting Services - Operations	06/30/19	\$ 1,444.54	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Simmons & Wheeler, P.C.	24780	Accounting Services - Capital	06/30/19	\$ 1,444.53	Capital	Multiple	Other Eligible Costs	100%	\$ 1,444.53	100%	\$ 1,444.53	1,444.53	100%	52
Special District Management Services	Jul 2019	District Management Services	07/31/19	\$ 3,941.10	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Special District Management Services	Jul 2019	District Management Services	07/31/19	\$ -	Capital	Multiple	Other Eligible Costs	100%	\$ -	100%	\$ -	-	100%	52
Summit Services Group, LLC	27322	SWMP Narrative	06/30/19	\$ 1,500.00	Operation	Not Eligible	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Thyssenkrupp Elevator Corp	3004723908	Parking Structure	08/01/19	\$ 165.00	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Town of Superior	Src 2289, 290, 411, 438	Irrigation Costs	08/11/19	\$ 1,990.48	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Vargas Property Services	28971	Contract Maintenance, Trash, Watering	07/01/19	\$ 4,230.34	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
Xcel Energy	6173-6572	Monthly Service	08/16/19	\$ 914.87	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -	-	0%	52
				\$ 35,593.80				\$ 12,536.38	\$ 12,536.38					

**SECTION 00680 CHANGE ORDER**

**CHANGE ORDER**

**Project:** Superior Town Center **Date of Issuance:** \_\_\_\_\_

**Owner:** Superior Town Center Metropolitan District No. 2 **Change Order No:** 002  
**Address: c/o** 12775 El Camino Real, Suite 100  
San Diego, CO 92130

**Contractor:** HEI Civil **Construction Manager:** Noah Carter

You are directed to make the following changes in the Contract Documents:

Description:

Corner Repairs Due to Thrives Lowboy		\$	14,202.00
Irrigation repairs due to builders damage		\$	1,685.00
Seal Concrete Joints in Lane A		\$	17,146.25
<b>Extra Work Subtotal</b>	<b>Subtotal</b>	\$	<b>33,033.25</b>
10' Type R Inlet		\$	(11,230.00)
15' Type R Inlet		\$	19,505.00
<b>Storm Drainage System</b>	<b>Subtotal</b>	\$	<b>8,275.00</b>
Extend Superior Di iver 20'		\$	9,865.00
<b>Asphalt Pavement</b>	<b>Subtotal</b>	\$	<b>9,865.00</b>
	<b>Total</b>	\$	<b>51,173.25</b>

**Purpose of Change Order:** \_\_\_\_\_  
 Revised plans and damages

**Attachments (List Documents Supporting Change):** \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
 \$

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
 770,440.00 (days )



Previous Change Orders:

Net Change from Previous Change Order:

0 (days)

Contract Price Prior to this Change Order:

Contract Time Prior to this Change Order:

(days)

Net Increase of this Change Order:

Net Increase of this Change Order:

\$

51,173.25

Net Decrease of this Change Order:

Net Decrease of this Change Order:

Net Change of this Change Order:

Net Change of this Change Order:

\$

51,173.25

Contract Price with all Approved Change Orders:

Contract Time with all Approved Change Orders:

\$

1,074,519.25

(days)

RECOMMENDED:

APPROVED:

APPROVED:

By: \_\_\_\_\_  
Engineer

By: \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Contractor



**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 1,795,098.32

Previous Change Orders:

\$ 1,056,699.72

Contract Price Prior to this Change Order:

\$ 2,851,798.04

Net Increase of this Change Order:

\$ 18,400.05

Net Decrease of this Change Order:

\$ -

Net Change of this Change Order:

\$ 18,400.05

Contract Price with all Approved Change Orders:

\$ 2,870,198.09

**CHANGE IN CONTRACT TIME:**

Original Contract Time:

(days)

Net Change from Previous Change Order:

14 (days)

Contract Time Prior to this Change Order:

14 (days)

Net Increase of this Change Order:

(days)

Net Decrease of this Change Order:

Net Change of this Change Order:

(days)

Contract Time with all Approved Change Orders:

(days)

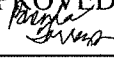
RECOMMENDED:

By: \_\_\_\_\_  
Engineer

APPROVED:

By: \_\_\_\_\_  
Owner

APPROVED: SAMORA Construction

By:  \_\_\_\_\_  
Contractor

Digitally signed by Paula  
Torreyson  
Date: 2019.09.24 16:39:29 -0600

CHANGE ORDER REQUEST  
SUMMARY SHEET  
COR NO.: #011



Date: 9/24/2019

Project Name: STC Block 26 Phase 2

Project Location: Superior, CO

Project No.: 19-004

Description of Change:

1.	E-Z Excavating - Excavate 150' sidewalk, grade add 6" base	\$2,937.54
2.	E-Z Excavating - Block 25 Raise Manholes & Valves in Fly Ash Area	\$8,742.50
3.	SAMORA - Moving Excess Soils Remington Homes/Sturgeon	\$4,320.00

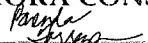
Subtotal \$16,000.04

Overhead/Profit/Bond Insurance \$2,400.01  
Change Order Request Total \$18,400.05

Note: SAMORA Construction not responsible for any unforeseen conditions or schedule delays.

ACCEPTED:

SAMORA CONSTRUCTION

By:  Digitally signed by Brenda Torreyson  
Date: 2019.09.24.16:39:07 -0600

Brenda Torreyson

President/CEO

# Change Order



NO. 18  
**97.53717**

P.O. Box 1439  
Longmont, Colorado 80502

(303) 772-8121  
Fax (303) 772-3640

ATTN:	Dave Torryson	DATE:	9/24/2019
COMPANY:	Samora Construction	JOB #:	7537
ADDRESS:	Discovery Parkway & Central Park Circle	LOCATION:	Superior.CO
PHONE #:	303-422-4285	Bid Number	
FAX #:			

Excavate for 150' sidewalk, grade, add 6" base per Dave Torryson request.

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
<b>8/23/2019</b>					
	CAT 262D Skid Loader	1.00	HR	\$ 85.00	\$ 85.00
	CAT Mini Excavator	2.5	HR	\$ 110.00	\$ 275.00
	Operator	1.0	MH	\$ 50.00	\$ 50.00
	Operator	2.5	MH	\$ 50.00	\$ 125.00
<b>9/12/2019</b>					
	CAT 262D Skid Loader	1.5	HR	\$ 85.00	\$ 127.50
	CAT Mini Excavator	2.5	HR	\$ 110.00	\$ 275.00
	Foreman	2.5	MH	\$ 60.00	\$ 150.00
	Operator	3.5	MH	\$ 50.00	\$ 175.00
	Tandem Dump Truck	3.5	HR	\$ 95.00	\$ 332.50
	Recycled Concrete	27.2	TN	\$ 16.00	\$ 435.04
<b>9/13/2019</b>					
	CAT 262D Skid Loader	3.5	HR	\$ 85.00	\$ 297.50
	CAT Mini Excavator	2.5	HR	\$ 110.00	\$ 275.00
	Foreman	3.5	MH	\$ 60.00	\$ 210.00
	Operator	2.5	MH	\$ 50.00	\$ 125.00
					\$ 2,937.54 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span>

The Contract Time will be extended by \_\_\_\_\_ - \_\_\_\_\_ days

Firm: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contractor: E-Z Excavating, Inc.  
 Signature: *Arnold Alvarado*  
 Print Name: Arnold Alvarado  
 Title: Project Manager  
 Date: 9/24/2019

# Change Order



NO. 19  
**97.43718**

P.O. Box 1439  
Longmont, Colorado 80502

(303) 772-8121  
Fax (303) 772-3640

ATTN: Dave Torryson  
 COMPANY: Samora Construction  
 ADDRESS: Discovery Parkway & Central Park Circle  
 PHONE #: 303-422-4285  
 FAX #:

DATE: 9/12/2019  
 JOB #: 7537  
 LOCATION: Superior, CO  
 Bid Number

Block 25 Raise Manholes & Valves in the Fly Ash Area.

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
<b>8/28/2019</b>					
	CAT Mini Excavator	4.0	HR	\$ 110.00	\$ 440.00
	CAT Skid Steer	2.0	HR	\$ 85.00	\$ 170.00
	Operator	4.0	MH	\$ 50.00	\$ 200.00
	Operator	6.0	MH	\$ 50.00	\$ 300.00
	Foreman	8.0	MH	\$ 60.00	\$ 480.00
<b>8/29/2019</b>					
	CAT Mini Excavator	6.0	HR	\$ 110.00	\$ 660.00
	CAT Skid Steer	4.5	HR	\$ 85.00	\$ 382.50
	Operator	4.0	MH	\$ 50.00	\$ 200.00
	Operator	5.5	MH	\$ 50.00	\$ 275.00
	Foreman	10.0	MH	\$ 60.00	\$ 600.00
<b>8/30/2019</b>					
	CAT Mini Excavator	6.5	HR	\$ 110.00	\$ 715.00
	CAT Skid Steer	5.0	HR	\$ 85.00	\$ 425.00
	Operator	4.0	MH	\$ 50.00	\$ 200.00
	Operator	5.5	MH	\$ 50.00	\$ 275.00
	Foreman	10.5	MH	\$ 60.00	\$ 630.00
<b>9/4/2019</b>					
	Foreman	0.50	MH	\$ 60.00	\$ 30.00
	Laborer	10.0	MH	\$ 45.00	\$ 450.00
	Laborer	10.0	MH	\$ 45.00	\$ 450.00
<b>9/5/2019</b>					
	Foreman	0.50	MH	\$ 60.00	\$ 30.00
	Laborer	10.0	MH	\$ 45.00	\$ 450.00
	Laborer	10.0	MH	\$ 45.00	\$ 450.00
<b>9/6/2019</b>					
	Foreman	0.50	MH	\$ 60.00	\$ 30.00
	Laborer	10.0	MH	\$ 45.00	\$ 450.00
	Laborer	10.0	MH	\$ 45.00	\$ 450.00
				<b>Total:</b>	<b>\$ 8,742.50</b>

②

# Invoice

5310 Ward Road, Suite G-01  
Arvada, CO 80002  
Phone 303.422.4285 Fax 303.422.4287

Invoice #: 00681

Invoice Date: 9/23/2019

**Bill To:**

STC Metro District  
12775 El Camino Real, Suite 100  
San Diego, CA 92130

**Project Number/Name**

19-004 STC Block 25 Phase 2

**P.O. Number:**

**Terms**

Net 30

Description	Amount
STC Block 25 - Remington (Excess Soils/ Materials)	
Equipment and Operator - moving Sturgeon excess soils to allow electricians to complete trenching(south side) - 09/18/19	800.00
Equipment and Operator - Moving Remington excess soils to allow electricians to complete trenching (south side) - 09/19/19	1,280.00
Equipment and Operator - Moving Remington excess soils to allow electricians to complete trenching (south side) - 09/20/19	1,280.00
Equipment and Operator - Moving Remington excess soils to allow electricians to complete trenching (south side) - 09/24/19	960.00

Total	\$4,320.00
Payments/Credits	\$0.00
Balance Due	\$4,320.00

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**Thank you for your business.**