

NOTICE OF SPECIAL MEETING

WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 CITY AND COUNTY OF DENVER, COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that the special meeting of the Board of Directors (the “**Board**”) of the West Globeville Metropolitan District No. 1 (the “**District**”), City and County of Denver, Colorado, will be held on August 25, 2025, at 9:00 a.m., via telephone conference call no. 1-800-853-9595, access code 303497, for the purpose of addressing those matters set forth below, and conducting such other business as may properly come before the Boards.

The meeting is open to the public.

AGENDA

1. Call to Order.
2. Declaration of Quorum.
3. Disclosures of Conflicts of Interest.
4. Approval of Agenda.
5. Approval of July 24, 2025 Special Meeting Minutes.
6. Consider Resolution Accepting Certification Report #46, Accepting Certified Costs and Requesting Requisition of Funds.
7. Consider Services Agreement with Works Architecture for Architectural Support for SDP Updates for Block A, Fox Park Denver.
8. Consider approval of Contract Modification #6 for Phase 1 Walks and Landscape Guaranteed Maximum Price with Saunders Construction, LLC.
9. Consider approval of Amendment No. 4 (Additional Services) to Services Agreement for Architectural and Engineering Services Related to WTCC Parking Garage with Tryba.
10. Any other matter to properly come before the Board.
11. Adjournment.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS FOR WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 HELD JULY 24, 2025

A special meeting of the Board of Directors (the “**Board**”) of the West Globeville Metropolitan District No. 1 (“**District**”) was held via telephone conference call on July 24, 2025 at 9:00 a.m.

ATTENDANCE

Directors in Attendance Were:

Jose Carredano, Jr.
Donald J. Cloutier

Director Absent Was:

Charles L. Dyas, III (whose absence was excused)

Also in Attendance:

Matt Ruhland of Cockrel Ela Glesne Greher & Ruhland, P.C.
Terri Boroviak of CliftonLarsonAllen
Michael Wolfersperger of IDES, LLC

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Mr. Ruhland advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each director confirmed the contents of written disclosures previously made, stating the fact and summary nature of any matters, as required by Colorado law, to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Each Director had previously filed Disclosure of Potential Conflict of Interest Statements with the Board and the Secretary of State in accordance with statutory requirements. These disclosures are associated with the approval of items on the agenda that may affect

RECORD OF PROCEEDINGS

their interests.

NOTICE

Mr. Ruhland stated that notice had been properly posted at least 24 hours prior to the meeting on the District's official website. The notice also included the agenda items.

APPROVAL OF AGENDA

The Board reviewed the meeting agenda. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the agenda.

APPROVAL OF MINUTES

The Board reviewed the minutes from the regular meeting held on June 24, 2025. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the meeting minutes.

RESOLUTION ACCEPTING CERTIFICATION REPORTS #45, ACCEPTING CERTIFIED COSTS AND REQUESTING REQUISITION OF FUNDS

Mr. Ruhland reviewed the Resolution Accepting Certification Reports #45, Accepting Certified Costs and Requesting Requisition of Funds. After discussion and upon a motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously adopted the Resolution Accepting Certification Reports #45, Accepting Certified Costs and Requesting Requisition of Funds, accepting a total certified amount of \$2,931,232.26 and approving the requisition of \$2,931,232.26 from the various bond project funds.

RECORD OF PROCEEDINGS

TERMINATION OF SERVICES AGREEMENT

TRYBA

Mr. Ruhland then discussed the termination of the Services Agreement with David Owen Tryba Architects for the WTCC site-parking lot and right-of-way. Upon discussion and motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the termination of the Agreement and any related agreements necessary to effectuate the termination and access to needed documents, subject to negotiation, legal review and approval by Board Chair.

SERVICES AGREEMENT FOR BLOCK D SDP

WITH FEHR & PEERS

Mr. Ruhland then presented and reviewed the Services Agreement with Fehr & Peers for Transportation Consultation and Analysis for the Block D SDP. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the Agreement and authorized execution on behalf of the District, subject to negotiation, legal review and approval by Board Chair.

SERVICES AGREEMENT FOR BLOCK A SDP

WITH ME ENGINEERS

Mr. Ruhland then presented and reviewed the Services Agreement with ME Engineers for Electrical Engineering Services for the Block A SDP. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the Agreement and authorized execution on behalf of the District, subject to negotiation, legal review and approval by Board Chair.

SERVICES AGREEMENT FOR BLOCK A SDP

WITH THE BECK

GROUP

Mr. Ruhland then presented and reviewed the Services Agreement

RECORD OF PROCEEDINGS

with The Beck Group for Architectural Services for the Block A SDP. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the Agreement and authorized execution on behalf of the District, subject to negotiation, legal review and approval by Board Chair.

SERVICES AGREEMENT
FOR BLOCK A SDP
WITH OJB LANDSCAPE
ARCHITECTURE

Mr. Ruhland then presented and reviewed the Services Agreement with OJB Landscape Architecture for Landscape Design Services for the Block A SDP. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the Agreement and authorized execution on behalf of the District, subject to negotiation, legal review and approval by Board Chair.

ADDITIONAL SERVICES
#2 FOR SERVICES
AGREEMENT
WITH TRYBA

Mr. Ruhland indicated that information regarding the Additional Services for the Services Agreement with David Owen Tryba Architects for the Architectural and Engineering Services related to the WTCC parking structure has not yet been received. The Board then tabled the matter for a later Board meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.



Secretary for the Meeting

WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1

A RESOLUTION ACCEPTING CERTIFICATION REPORTS #46, ACCEPTING CERTIFIED COSTS AND REQUESTING REQUISITION OF FUNDS

A. The West Globeville Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.

B. The District is located within the City and County of Denver, Colorado (the “**City**”) and operates in accordance with the First Amended and Restated Service Plan of the District approved by City on November 29, 2021, as amended, (the “**Service Plan**”) and is anticipated to operate in conjunction with the West Globeville Metropolitan District No. 2 (“**District No. 2**” and together with the District, the “**Districts**”).

C. The Districts were organized to provide certain public improvements, and appurtenances thereto within and without the boundaries of the Districts (the “**Public Improvements**”) including the planning, designing, acquisition, construction, installation, relocation, redevelopment and financing of streets, water, sanitary and storm sewer, safety, park and recreation, transportation, and landscaping improvements and facilities, in accordance with its Service Plan in connection with the approximately 41-acre development bound by West 43rd Avenue to the south, Fox Street to the east, the Southern Pacific railroad line to the west and I-70 to the north (the “**Development**”).

D. At TABOR elections of the qualified electors of the Districts duly called and held on May 3, 2016 and November 2, 2020 in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at such election voted in favor of the Districts incurring indebtedness to fund the public improvements as permitted in the Service Plan.

E. Vita Fox North, L.P. (the “**Company**”) is a property owner and developer of real property located within the Districts.

F. The District and the Company entered into an Amended and Restated Infrastructure Acquisition and Funding Agreement, date November 18, 2020, (the “**Agreement**”).

G. The Agreement authorizes payment of costs for planning, designing, engineering, acquiring, constructing, installing and completing Public Improvements.

H. The Company has caused the planning, designing, engineering, acquiring, constructing, installing and/or completing of certain Public Improvements.

I. In accordance with Section 3.b. of the Agreement, before any payment may be made, the Company shall provide a schedule of such costs and the District shall have such costs reviewed or audited by an independent public accountant, professional engineer, appraiser or valuation consultant, selected and by the District, substantiating the amount of such costs.

J. The District engaged Independent District Engineering Services, LLC (“**IDES**”), an independent professional engineer, to verify and certify costs incurred by the Company and the District in planning, designing, engineering, acquiring, constructing, installing and/or completing Public Improvements.

K. IDES has reviewed invoices, contracts, proof of payments, and/or other satisfactory evidence of costs associated with the Public Improvements, including visits for verification purposes, if necessary, and to provide certification of costs associated with the Public Improvements.

L. IDES prepared the August 25, 2025 Cost Certification Report #46, which certifies (i) that the Company incurred \$8,930.37 (the “**Company Related Certified Costs**”) in additional eligible costs related to Public Improvements and (ii) the District incurred \$2,496,651.04 (the “**District Related Certified Costs**” collectively referred to with the Company Related Certified Costs as the “**IDES Certified Costs**”) in additional eligible costs related to Public Improvements, and is attached hereto as Exhibit A and incorporated herein by this reference (“**IDES Certification Report #46**”).

M. The District engaged CliftonLarsonAllen LLP (“**CLA**”) as the District’s accountant; one of CLA’s tasks is to verify and certify certain costs incurred by the District in planning, designing, engineering, acquiring, constructing, installing and/or completing Public Improvements that are not captured in certification reports produced by IDES.

N. CLA has reviewed various documentation, including copies of vendor invoices and/or other satisfactory evidence of qualified public expenditures.

O. CLA prepared the August 19, 2025 supplemental Cost Certification Report #46, which certifies the District incurred \$16,259.81 (the “**Additional Certified Costs**” collectively referred to with the IDES Certified Costs as the “**Certified Costs**”) in qualified public expenditures, in addition to any amounts certified under IDES Certification Report #46, and is attached hereto as Exhibit B and incorporated herein by this reference (“**CLA Certification Report #46**” collectively referred to with the IDES Certification Report #46 as “**Certification Reports #46**”).

P. The Board of Directors (the “**Board**”) of the District hereby finds and determines that it is appropriate and necessary for the Board to consider and accept Certification Reports #46, accept the Company Related Certified Costs as Costs under the Agreement as of the date of IDES Certification Report #46, provide payment to the Company for such Company Related Certified Costs, accept the District Related Certified Costs and provide payment related to such District Related Certified Costs and accept the Additional Certified Costs and provide payment related to such Additional Certified Costs.

Q. The District issued its General Obligation Limited Tax Bonds, Series 2022, with the net proceeds being deposited into the “Project Fund” held under the Indenture of Trust (the “**2022 Indenture**”) with UMB Bank, n.a. as trustee (the “**Trustee**”).

R. The District issued its General Obligation Limited Tax Convertible Capital Appreciation Bonds, Series 2024A-2, with the net proceeds being deposited in the “Project Fund” held under the Indenture of Trust (the “**2024 Indenture**”) with the Trustee.

S. The District issued its Special Improvement District No. 1, Special Assessment Revenue Bonds, Series 2024, with the net proceeds being deposited in the “Project Fund” held under the Indenture of Trust (the “**2024 Assessment Indenture**” together with the 2022 Indenture and 2024 Indenture, the “**Indentures**”) with the Trustee.

T. The Board has determined that the best interests of the District, and its users, residents and/or property owners would be served by the District’s accepting and funding of certain Public Improvements, and in that regard should approve requisition of funds from the Project Fund for such purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Globeville Metropolitan District No. 1 as follows:

1. **Recitals.** The Recitals to this Resolution are adopted as the findings of the Board and incorporated herein by reference.

2. **Acceptance of IDES Certification Report #46.** In connection with the Public Improvements, IDES has reviewed invoices, contracts, proof of payments, and/or other satisfactory evidence of costs of the Public Improvements, and visually inspected the Development and drafted IDES Certification Report #46, wherein IDES (i) confirms the IDES Certified Costs, as set forth in IDES Certification Report #46, are qualified

eligible costs of the District and are reasonable and consistent with fair market costs of similar public improvements, and (ii) recommends the District accept the summarized details attached to IDES Certification Report #46 which summarized the costs associated with the Public Improvements with IDES Certified Costs of \$2,505,581.41. The Board hereby accepts IDES Certification Report #46 on behalf of the District.

3. **Acceptance of CLA Certification Report #46.** In connection with the additional qualified public expenditures, CLA has reviewed various documentation, including copies of vendor invoices and/or other satisfactory evidence of qualified public expenditures and drafted CLA Certification Report #46, wherein CLA (i) confirms the Additional Certified Costs, as set forth in CLA Certification Report #46, are qualified eligible costs of the District, and (ii) recommends the District accept CLA Certification Report #46 which summarized the additional qualified public expenditures of Additional Certified Costs in the amount of \$16,259.81. The Board hereby accepts CLA Certification Report #46 on behalf of the District.

4. **Acceptance of Costs.** The District hereby accepts the Certified Costs, in the amount of \$2,931,232.26, to be accepted as of the date hereof.

5. **Financing of Improvements.** The District will pay for these actual costs from (i) the Project Fund, (ii) proceeds from any future issuance of general obligation or private placement bonds, when issued, or (iii) from any sources legally available to the District which are not otherwise pledged to satisfy debt or which are not otherwise necessary for the operations and maintenance of the District.

6. **Approval of Requisition from Project Fund.** Requisition(s) totaling the amount of \$2,521,841.22, for payment of the Certified Costs are hereby approved. The District requests that the "District Representative" (as defined in the Indentures) prepare and sign the requisition(s) and submit to the Trustee for payment to the Company and the Districts consultants and/or vendors.

7. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

8. **Ratification and Related Authorization.** All acts, order, resolutions, ordinances or parts thereof, of the District, in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed so as to revive any act, order, resolution or ordinance, or part thereof, heretofore repealed. The District's directors, officers and agents are hereby authorized and directed to execute and deliver such other

subsequent filings, documents and certificates, and to take such other action as may be necessary or appropriate in order to effectuate the purposes of this Resolution.

9. **Effective Date.** This Resolution shall take effect and be enforced immediately upon its approval by the Board.

ADOPTED this 25th day of August 2025.

WEST GLOBEVILLE METROPOLITAN
DISTRICT NO. 1

By: _____
Jose Carredano, Jr., Chair

ATTEST:

Donald J. Cloutier, Secretary

West Globeville Metropolitan District No. 1
Accepting Certification Report #46,
Accepting Certified Costs and Requesting Requisition of Funds
August 25, 2025
Page A-1

EXHIBIT A

IDES Certification Report #46

West Globeville Metropolitan District No. 1 Cost Certification



**Report #46
August 2025**



Independent District Engineering Services, LLC
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
www.idesllc.com

West Globeville Metropolitan District No. 1

Cost Certification Report

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Cost Certification Report #46

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August 25, 2025

West Globeville Metropolitan District No. 1
Attn: Matt Ruhland
Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 COST CERTIFICATION REPORT #46

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by West Globeville Metropolitan District No. 1 (District) to provide review of (1) expenditures paid by Vita Fox North, L.P. (Developer) and (2) invoices incurred by the District for payment; and substantiate the costs related to the financing, design, construction, and installation of the public improvements (District Eligible Costs). The District Eligible Costs reviewed are for the Fox Park Development located in the City of Denver, Colorado (Project). This cost certification report summarizes the Engineer's approach and declares the total amount of District Eligible Costs associated with public improvements proposed for reimbursement to the Developer and payment by the District.

The expenditures for public improvements discussed in this report which were paid for by the Developer and are being certified as District Eligible in the amount of **\$8,930.37**. The expenditures for public improvements discussed in this report to be paid by the District and that are being certified as District Eligible in the amount of **\$2,496,651.04**. This brings the total certified amount for this report to **\$2,505,581.41**.

Of the **\$2,505,581.41** certified in this report, **\$0.00** should be paid for by the 2022 Series Bond, **\$1,900,287.82** should be paid for by the 2024 Series Bond, and **\$605,293.59** should be paid for by the SID Series Bond.

Additionally, the Engineer has included public costs that are eligible for Tax Incremental Funding (TIF) reimbursement in this report. These expenditures and the bifurcation of expenses is for information only and shall only be used for tracking purposes. This summary can be found in Attachment C. The expenditures for public improvements that are both eligible for public financing through the district and under TIF discussed in this report may be partially paid for by the District. The Engineer recommends the District's bond proceeds be applied towards **\$2,505,581.41** and TIF be used to reimburse **\$700,275.17** in public improvement expenditures for all costs reviewed in this report.

This report generally covers soft costs related to EPA fees, administrative fees, insurance, geotechnical engineering, project coordination, and project management and hard costs related to phase 2 horizontal infrastructure, and the World Trade Center Complex Garage.

REFERENCE DOCUMENTS

The following documents were used in determining recommendations for this report:

- West Globeville Metropolitan District No. 1 Service Plan, by Miller & Associates Law Offices, LLC, dated March 7th, 2016.
- West Globeville Metropolitan District No. 2 Service Plan, by Miller & Associates Law Offices, LLC, dated March 7th, 2016.
- Amended and Restated Infrastructure Acquisition and Funding Agreement, by and between West Globeville Metropolitan District No. 1 and Vita Fox North, L.P., dated November 18th, 2020.
- Owners Representative Agreement, by and between West Globeville Metropolitan District No. 1 and Vita Fox Management Company, LLC, dated November 18th, 2020.

- Amended Addendum 02 to Construction Agreement, by and between West Globeville Metropolitan District No. 1, Saunders Construction, LLC, and Vita Fox North, L.P., dated December 12th, 2022.
- Construction Funding Agreement, by and between West Globeville Metropolitan District No. 1 and Vita Fox North, L.P., dated December 12th, 2022.
- Redevelopment Agreement, by and between Denver Urban Renewal Authority, Vita Fox North, L.P., West Globeville Metropolitan District No. 1, and West Globeville Metropolitan District No. 2, dated 2022.

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

ASSUMPTIONS

The following assumptions were made for this report:

- No other entity will reimburse the developer for the District Eligible Costs included in this report.
- The Developer completed all storm water management practice inspections and requirements.
- Invoices presented do not represent the entire Project value, but rather the portion of the Project value provided for the Engineer's review. Other expenditures for the project exist.
- Expenditures that did not have enough information to be certified with this report may be certified in a future report.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Amended and Restated Infrastructure and Funding Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- The appropriate land deeds will be granted before the District provides reimbursement.
- Public improvements included in this report are to be conveyed to another governmental entity or the District. All public improvement conveyances are the responsibility of the Developer.
- Public improvements included in this report have final, preliminary, or conditional acceptance.
- Public improvements included in this report without final, preliminary, or conditional acceptance are included as part of the Redevelopment Agreement requiring completion and final acceptance of such public improvements and the means by which such completion and final acceptance are secured.

DISCUSSION

Activities Conducted

For this report, the following activities were performed:

- The reference documents provided by the District and the Developer were reviewed.
- The invoices and other materials presented by the District and the Developer were reviewed.
- County assessor's maps were reviewed to confirm the public improvements were constructed on public property or easements.
- A site visit was conducted. Project improvements were photographed when possible.
- Contact was made with Developer to verify knowledge of the work and services performed.
- Select invoiced unit costs were compared to other projects constructed in the Denver metropolitan area. Not all unit costs were compared, only a representative sample to ensure that the expenditures were reasonable overall.
- Select billed quantities were compared to construction document quantities to confirm amounts were reasonable.

This report was prepared with a specific scope and an elaborate analysis was not performed. Daily construction observation was not performed. This is a realistic and reasonable analysis to verify the public expenditures for the invoices and information provided by the Developer. Additional expenditures and information may result in adjustments to our cost certification.

Improvements

The reviewed improvement locations are generally represented and shown on the following documents:

- Proposed Parcel and Block Plan, by Tryba Architects.

Review of Expenditures

Expenditures reviewed were invoiced to the District and the Developer from June of 2025 to July of 2025. Invoices provided by the Developer were considered District Eligible Costs (eligible for District reimbursement) or Non-Eligible Cost (not eligible for District reimbursement). Invoices provided by the District were considered District Eligible Costs (eligible as District Capital expenditures) or Non-Eligible Cost (not eligible as District Capital expenditures). Non-Eligible Costs were private expenditures that do not directly contribute to the construction of the Public Infrastructure and/or public expenditures that the Engineer understands will be reimbursed by another entity. Fees related to work such as the Plat, Survey, and Site Pollution Insurance pertain to both public improvements and private improvements. These costs were considered 39.02% District Eligible Costs based on the land area ratio (the "Overall Site Percent"). Expenditures for the Project wide engineering services were considered partially District Eligible Costs at a percentage of 87.8% based on the assumed effort for each improvement category (the "District Design Percent"). Expenditures related to the World Trade Center Complex were considered partially District Eligible Costs at a percentage of 46.06% based on the ratio of area for public improvements to total area designed (the "WTCC Site Percent"). Attachment C contains a summary of expenditures for the invoices provided.

Developer provided check copies and receipts were reviewed and used to confirm payment. The Engineer confirmed the invoiced amounts matched the amounts paid and that the payments were from the Developers account. The Engineer did not collect lien waivers or contact vendors to verify payments. Payments for expenditures incurred by the District were not verified.

Vendors

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

Site Visit

A site visit was conducted in August of 2025 and photos were taken to memorialize the project when possible.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

Table 1 below provides a summary of expenditures by category as set forth in the service plan for the 2022 bonds. Table 2 provides a summary of expenditures by category for the 2024 bonds. Table 3 provides a summary of expenditures by category for the SID bonds. Table 4 provides a summary by category of the total District Eligible Costs paid for by each of the bonds to date. District Eligible Costs reviewed in this report were general costs for the Project and were prorated amongst the service plan divisions by the following percents.

Cost Certification Category Amounts - 2022 Series Bond		
Category	Verified Cost	Percent
Water	\$ 0.00	0.00%
Sanitary	\$ 0.00	0.00%
Storm	\$ 0.00	0.00%
Street	\$ 0.00	0.00%
Parks & Rec	\$ 0.00	0.00%
Traffic & Safety	\$ 0.00	0.00%
Total	\$ 0.00	0.00%

Table 1

Cost Certification Category Amounts - 2024 Series Bond		
Category	Verified Cost	Percent
Water	\$ 0.00	0.00%
Sanitary	\$ 0.00	0.00%
Storm	\$ 0.00	0.00%
Street	\$ 1,900,287.82	100.00%
Parks & Rec	\$ 0.00	0.00%
Traffic & Safety	\$ 0.00	0.00%
Total	\$ 1,900,287.82	100.00%

Table 2

Cost Certification Category Amounts - SID Series Bond		
Category	Verified Cost	Percent
Water	\$ 69,069.62	11.41%
Sanitary	\$ 69,069.62	11.41%
Storm	\$ 75,106.80	12.41%
Street	\$ 321,191.69	53.06%
Parks & Rec	\$ 70,855.86	11.71%
Traffic & Safety	\$ 0.00	0.00%
Total	\$ 605,293.59	100.00%

Table 3

Cost Certification Category Amounts – To Date					
Category	2022 Bond	2024 Bond	SID Bond	Total	Percent
Water	\$ 3,014,638.22	\$ 0.00	\$ 621,890.34	\$ 3,636,528.56	7.23%
Sanitary	\$ 3,341,825.36	\$ 0.00	\$ 621,890.34	\$ 3,963,715.70	7.88%
Storm	\$ 2,735,001.32	\$ 0.00	\$ 485,954.44	\$ 3,220,955.76	6.40%
Street	\$ 19,058,171.74	\$ 9,674,133.79	\$ 2,457,058.71	\$ 31,189,364.24	62.00%
Parks & Rec	\$ 7,349,267.19	\$ 0.00	\$ 470,479.90	\$ 7,819,747.09	15.54%
Traffic & Safety	\$ 477,650.57	\$ 0.00	\$ 0.00	\$ 477,650.57	0.95%
Total	\$ 35,976,554.40	\$ 9,674,133.79	\$ 4,657,273.73	\$ 50,307,961.92	100.00%

Table 4

SUMMARY OF TIF EXPENDITURES

Table 5 below provides a summary of public improvement expenditures allocated between the District and TIF project funds. All costs included in this summary were reviewed for district eligibility and TIF eligibility.

Public Expenses Summary Allocated to TIF			
Total Invoiced Amount	Public Expenses District Financed	Private Amount	Eligible for Tax Incremental Funding (TIF)
\$ 3,219,971.71	\$ 2,505,581.41	\$ 14,115.13	\$ 700,275.17

Table 5

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. Based on the information provided and level of analysis completed, the Engineer certifies the (1) expenditures provided by the Developer as District eligible expenditures and (2) invoices incurred by the District for payment, both are shown in Attachment B and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$2,505,581.41**.

This report is not an acceptance of improvements, but a certification of the costs associated with the public improvements proposed for reimbursement. The cost certification is only one of the requirements from the Amended and Restated Infrastructure Acquisition and Funding Agreement for the District to reimburse the Developer.

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

Respectfully Submitted,

Signed by:

Brandon Collins, P.E.

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Brandon Collins, PE

Independent District Engineering Services, LLC

Attachment A

Site Map


WEST GLOBEVILLE METROPOLITAN DISTRICT


INTERSTATE - 25


LEGEND


SOFT COSTS: Engineering Consultant costs

HARD COSTS: Horizontal Infrastructure Improvements and Project Management

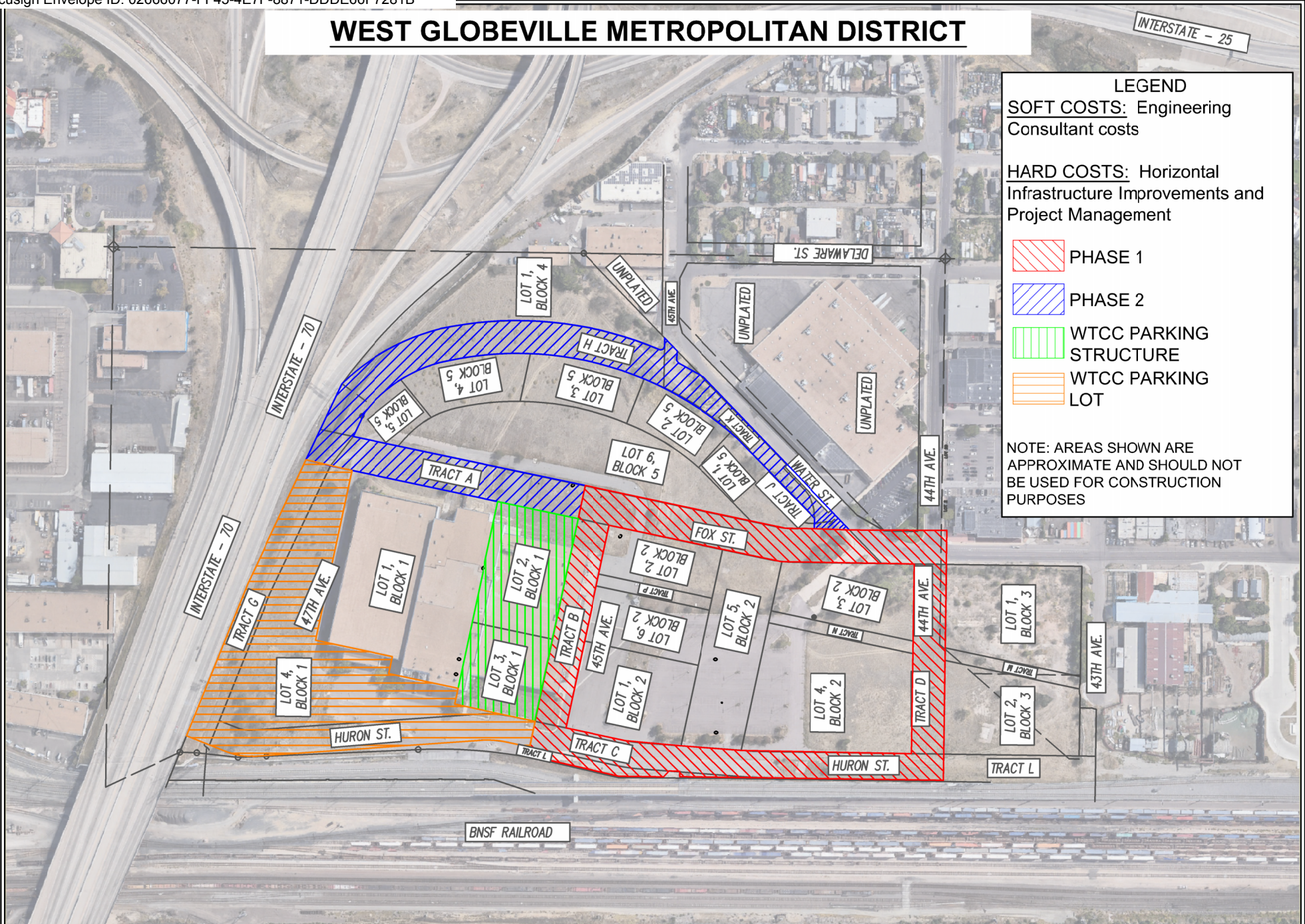
 PHASE 1

 PHASE 2

 WTCC PARKING STRUCTURE

 WTCC PARKING LOT

NOTE: AREAS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES



Attachment B

Vendors

Attachment B

Vendors

Following is a summary of the contractors, consultants and vendors that performed work and services for the report.

Alliant Insurance company who provided builders risk services. These expenditures were considered eligible for District financing.

Brownstein Hyatt Farber Schrek, LLP Legal firm who provided services for the Developer. These expenditures were considered eligible for District financing on a per item basis. Costs that pertain to both District and private matters were assumed eligible for District financing at the Overall Site Percent.

CRL Associates, Inc Consultant that provided client government relations consulting services and strategic advice. Expenditures were for monthly retainers and were considered eligible for District financing.

CTL Thompson Geotechnical engineering firm that performed materials testing for the WTCC Parking Garage. These expenditures were considered eligible for District financing.

Environmental Protection Agency (EPA) Governmental agency who incurred costs related to environmental remediation. These expenditures were considered eligible for District financing.

SA Miro Engineering consultant who provided construction administration services for the project. These expenditures were considered eligible for District financing.

Saunders Construction, LLC General contractor for the construction of phase 2 horizontal infrastructure and WTCC parking garage projects. Expenditures were considered eligible for District financing.

Strae Public infrastructure financing consultant who provided services with public financing. Expenditures were considered eligible for District financing.

Tryba Architects Architectural firm responsible for planning and design of the development. Tryba also managed sub-consultants providing a range of services from engineering to planning services for the District's Public Infrastructure only. Expenditures related to Phase 1 Infrastructure, Phase 2 Infrastructure, Fox Square Open Space, and World Trade Center Complex Parking Structure were considered 100% eligible for District financing.

Vita Fox North Management Company, LLC Owner's representative for the project. Owner representative fees related to District eligible costs were considered eligible for District financing.

Attachment C

Expenditure Data

Ref	Certifies	Vendor	Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Status	Paid By	Description	Invoice Amount	Private	Public Eligible Expenses	IDES Certifiable - Capital	2022 Bond Series	2024 Bond Series	SID Bond Series	TIF Costs	Not Eligible
											\$ 3,219,971.71	\$ 14,115.13	\$ 3,205,856.58	\$ 2,505,581.41	\$ -	\$ 1,900,287.82	\$ 605,293.59	\$ 700,275.17	\$ -
1363 IDES		Tryba Architects	1931.01-55	06/30/25	Yes	N/A	N/A		WGMD SID	Ph 1 Infrastructure	\$ 20,769.58	\$ -	\$ 20,769.58	\$ 20,769.58	\$ -	\$ -	\$ 20,769.58	\$ -	\$ -
1364 IDES		Tryba Architects	1931.02-41	06/30/25	Yes	N/A	N/A		WGMD SID	Ph 2 Infrastructure	\$ 49,228.88	\$ -	\$ 49,228.88	\$ -	\$ -	\$ -	\$ -	\$ 49,228.88	\$ -
1365 IDES		Tryba Architects	2310.02-16	06/30/25	Yes	N/A	N/A		WGMD SID	Fox Square Open Space	\$ 52,635.85	\$ -	\$ 52,635.85	\$ -	\$ -	\$ -	\$ -	\$ 52,635.85	\$ -
1366 IDES		Tryba Architects	2310.01-20	06/30/25	Yes	N/A	N/A		WGMD SID	WTCC Parking Structure	\$ 34,090.88	\$ -	\$ 34,090.88	\$ 34,090.88	\$ -	\$ -	\$ 34,090.88	\$ -	\$ -
1367 IDES		Brownstein Hyatt Farber Schreck, LLP	1044787	07/17/25	Yes	P25080101-7282872	8/7/2025	Developer Advance	VFN	Developer Legal	\$ 7,567.00	\$ 5,172.55	\$ 2,394.45	\$ 2,394.45	\$ -	\$ -	\$ 2,394.45	\$ -	\$ -
1368 IDES		Brownstein Hyatt Farber Schreck, LLP	1040232	06/16/25	Yes	P25080101-7282872	8/7/2025	Developer Advance	VFN	Developer Legal	\$ 1,736.00	\$ 1,736.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1369 IDES		Brownstein Hyatt Farber Schreck, LLP	1044795	07/17/25	Yes	P25080101-7282872	8/7/2025	Developer Advance	VFN	Developer Legal	\$ 13,217.50	\$ 7,206.59	\$ 6,010.91	\$ 6,010.91	\$ -	\$ -	\$ 6,010.91	\$ -	\$ -
1370 IDES		Strae	795	07/31/25	Yes	P25080101-7282915	8/1/2025	Developer Advance	VFN	Public Finance / RDA Admin	\$ 525.00	\$ -	\$ 525.00	\$ 525.00	\$ -	\$ -	\$ 525.00	\$ -	\$ -
1371 IDES		EPA	278252650024	07/17/25	Yes	N/A	N/A		WGMD SID	Environmental Remediation	\$ 154,292.70	\$ -	\$ 154,292.70	\$ 154,292.70	\$ -	\$ -	\$ 154,292.70	\$ -	\$ -
1372 IDES		CRL Associates, Inc.	35285	07/17/25	Yes	N/A	N/A		WGMD SID	July 2025 Monthly Retainer	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	\$ -
1373 IDES		CTL Thompson	747893	07/31/25	Yes	N/A	N/A		WGMD SID	WTCC Parking Garage	\$ 7,050.00	\$ -	\$ 7,050.00	\$ 7,050.00	\$ -	\$ -	\$ 7,050.00	\$ -	\$ -
1375 IDES		SA Miro	37847	07/31/25	Yes	N/A	N/A		WGMD SID	Construction Administration	\$ 15,472.50	\$ -	\$ 15,472.50	\$ 15,472.50	\$ -	\$ -	\$ 15,472.50	\$ -	\$ -
1377 IDES		Alliant	2954977	06/02/25	Yes	N/A	N/A		WGMD SID	Builders Risk	\$ 21,704.50	\$ -	\$ 21,704.50	\$ 21,704.50	\$ -	\$ -	\$ 21,704.50	\$ -	\$ -
1378 IDES		Saunders Construction	PA 10 PH2	07/31/25	Yes	N/A	N/A		WGMD SID	Ph 2 Horizontal Infrastructure	\$ 774,411.54	\$ -	\$ 774,411.54	\$ 209,873.39	\$ -	\$ -	\$ 209,873.39	\$ 564,538.15	\$ -
1379 IDES		Saunders Construction	PA 09 WTCC Garage	07/31/25	Yes	N/A	N/A		WGMD 2024	WTCC Garage	\$ 1,900,287.82	\$ -	\$ 1,900,287.82	\$ 1,900,287.82	\$ -	\$ 1,900,287.82	\$ -	\$ -	\$ -
1380 IDES		Vita Fox North Management Company, LLC	Fox Park 64	07/30/25	Yes	N/A	N/A		WGMD SID	Owner's Rep 6% fee on PA 10	\$ 46,464.69	\$ -	\$ 46,464.69	\$ 12,592.40	\$ -	\$ -	\$ 12,592.40	\$ 33,872.29	\$ -
1381 IDES		Vita Fox North Management Company, LLC	Fox Park 65	07/30/25	Yes	N/A	N/A		WGMD SID	Owner's Rep 6% fee on PA 9	\$ 114,017.27	\$ -	\$ 114,017.27	\$ 114,017.27	\$ -	\$ -	\$ 114,017.27	\$ -	\$ -

Attachment D

Project Photos

West Globeville Metropolitan District Project Photos



Block 1 Parking Garage
(View: Northwest)



Block 2
(View: Northwest)



Block 1 Northside
(View: Southwest)



Block 4 & 5
(View: Northeast)



Block 3
(View: Southwest)



Tract C
(View: Southwest)

West Globeville Metropolitan District No. 1
Accepting Certification Report #46,
Accepting Certified Costs and Requesting Requisition of Funds
August 25, 2025
Page B-1

EXHIBIT B

CLA Certification Report #46



CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Denver

August 19, 2025

Board of Directors
West Globeville Metropolitan
District No. 1
Denver County, Colorado

RE: Cost Certification Report No. 46

The West Globeville Metropolitan District No. 1 (the “District”) has engaged Independent District Engineering Services, LLC (“IDES”), an independent professional engineer, to verify and certify costs on behalf of the District related to planning, designing, engineering, acquiring, constructing, installing and/or completing public improvements, via the cost certification reports (collectively the “IDES Certification Reports”). In addition to the IDES Certification Report, this Cost Certification Report No. 46 summarizes the results of supplementary procedures we performed related to additional soft costs associated with public improvements for the District.

The documentation we reviewed includes copies of vendor invoices. We have concluded that, in addition to any amounts certified within the IDES Certification Reports, \$16,259.81 are qualified public expenditures. Please see Exhibit A, attached.

We were not engaged to, and did not, conduct an examination in accordance with generally accepted auditing standards in the United States of America, the objective of which would be the expression of an opinion on the financial statements of West Globeville Metropolitan District No. 1. Accordingly, we do not express such an opinion. We performed our engagement as a consulting service under the American Institute of Certified Public Accountants’ (“AICPA”) Statement of Standards for Consulting Services. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are not independent with respect to the District.

CliftonLarsonAllen LLP
Denver, CO

Exhibit A

**West Globeville Metro District No.1
CLA Verified Costs Supplement to Cost Certification No. 46
Requisition No. 12, August 2025**

			Series SID 2024 Bond Requisition/Public Costs	
Vendor	Invoice #	Invoice Date		
CLA	L251468425	7/29/2025	\$	14,291.06
Dean Northey	7312025	7/31/2025		1,968.75
Total CLA Verified			\$	16,259.81

West Globeville Metro District No.1
Series 2024 - Requisition No. 9, SID - Requisition No. 12, 13 Summary, Cost Certification No. 46
Monday, August 25, 2025

Vendor	Invoice #	Invoice Date	Series 2024	SID Bonds	O&M Costs	VFN Reimbursement -		TIF Expense, funded to District from VFN	TIF Expense, paid by		Private	Environmental	Environmental	Total
						Capital Costs			VFN			Trust Fund (District)	Trust Fund (TIF)	
Tryba Architects	1931.01-55	6/30/2025	\$ -	\$20,769.58	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,769.58
Tryba Architects	1931.02-41	6/30/2025	-	-	-	-		49,228.88	-	-	-	-	-	49,228.88
Tryba Architects	2310.02-16	6/30/2025	-	-	-	-		52,635.85	-	-	-	-	-	52,635.85
Tryba Architects	2310.01-20	6/30/2025	-	34,090.88	-	-		-	-	-	-	-	-	34,090.88
Brownstein Hyatt Farber Schreck, LLP	1044787	7/17/2025	-	-	-	2,394.45		-	-	-	5,172.55	-	-	7,567.00
Brownstein Hyatt Farber Schreck, LLP	1040232	6/16/2025	-	-	-	-		-	-	-	1,736.00	-	-	1,736.00
Brownstein Hyatt Farber Schreck, LLP	1044795	7/17/2025	-	-	-	6,010.91		-	-	-	7,206.59	-	-	13,217.50
Strae	795	7/31/2025	-	-	-	525.00		-	-	-	-	-	-	525.00
EPA	2782526S0024	7/17/2025	-	154,292.70	-	-		-	-	-	-	-	-	154,292.70
CRL Associates, Inc.	35285	7/17/2025	-	6,500.00	-	-		-	-	-	-	-	-	6,500.00
CTL Thompson	747893	7/31/2025	-	7,050.00	-	-		-	-	-	-	-	-	7,050.00
CLA	L251468425	7/29/2025	-	14,291.06	1,587.90	-		-	-	-	-	-	-	15,878.96
SA Miro	37847	7/31/2025	-	15,472.50	-	-		-	-	-	-	-	-	15,472.50
Dean Northey	7312025	7/31/2025	-	1,968.75	-	-		-	-	-	-	-	-	1,968.75
Alliant	2954977	6/2/2025	-	21,704.50	-	-		-	-	-	-	-	-	21,704.50
Saunders Construction	PA 10 PH2	7/31/2025	-	209,873.39	-	-		564,538.15	-	-	-	-	-	774,411.54
Saunders Construction	PA 09 WTCC Garage	7/31/2025	1,900,287.82	-	-	-		-	-	-	-	-	-	1,900,287.82
Vita Fox North Management Company, LLC	Fox Park 64	7/30/2025	-	12,592.40	-	-		33,872.29	-	-	-	-	-	46,464.69
Vita Fox North Management Company, LLC	Fox Park 65	7/30/2025	-	114,017.27	-	-		-	-	-	-	-	-	114,017.27
			<u>\$ 1,900,287.82</u>	<u>\$612,623.03</u>	<u>\$ 1,587.90</u>	<u>\$ 8,930.36</u>		<u>\$ 700,275.17</u>	<u>\$ -</u>		<u>\$ 14,115.14</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,237,819.42</u>
								Amount Requested from VFN	\$ 700,275.17					
								Requested from VFN	\$ 700,275.17					
Cost Cert #46			\$ 2,496,651.04		\$ -	\$ 8,930.37		\$700,275.17		\$ 14,115.14	\$ -	\$ -	\$ -	\$ 3,219,971.72
			(16,259.81)		-	(0.01)		-	-		\$ -	\$ -	\$ -	(16,259.82)
			14,291.06											14,291.06
			-											-
			1,968.75											1,968.75
			-											-
Total difference			\$ -		\$ -	\$ (0.01)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0.01)

**CONTRACT MODIFICATION #6
FOR
PHASE 1 WALKS AND
LANDSCAPE GUARANTEED
MAXIMUM PRICE**

This Contract Modification #6 for Phase 1 Walks and Landscape Guaranteed Maximum Price (“**Phase 1 Walks and Landscape GMP**”) is made as of this 31st day of July 2025, between the West Globeville Metropolitan District No. 1 (“**District**”), Vita Fox North L.P (“**Vita Fox**”), and Saunders Construction, LLC (“**Contractor**”) (together, the “**Parties**” or individually, a “**Party**”) and modifies and supplements the Agreement Between Owner and Contractor dated January 17, 2022, between the District and Contractor (“**Contract**”) including the previously executed Amended Addendum to Construction Agreement between the District, Vita Fox, and Contractor. In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter set forth, the District, Vita Fox, and Contractor agree as follows:

1. The Parties expressly intend and agree that this Phase 1 Walks and Landscape GMP is hereby incorporated into the Contract. Any inconsistency between the terms of this Phase 1 Walks and Landscape GMP and the Contract Documents shall be resolved in favor of the terms contained in this Phase 1 Walks and Landscape GMP.


2. This Phase 1 Walks and Landscape GMP incorporates the landscape, irrigation, light poles, and sidewalks associated with the Phase 1 Walks and Landscape.

3. Pursuant to paragraph 2.1 of the Contract, the Parties now desire to add additional work to the Contract, specifically including the landscape, irrigation, light poles, and sidewalk work associated with the Phase 1 Walks and Landscape for the proposed development known as Fox Park. As required by the Contract Documents, approval of any such contract modification must include a guaranteed maximum price in accordance with paragraph 4.3 of the Contract and must indicate whether and to what extent the Work authorized by such contract modification is considered a District Improvement or Vita Fox Improvement, respectively. The Parties hereby acknowledge and agree that all elements (or 100%) of the Work under this Phase 1 Walks and Landscape GMP are anticipated to be considered “District Improvements” as such term is defined in the Amended Addendum to Construction Agreement between the District, Vita Fox, and Contractor. The district’s approval of this Phase 1 Walks and Landscape GMP is expressly contingent upon and subject to approval by the District’s Board of Directors at a public meeting and appropriation of funds in the full amount of the costs of this Phase 1 Walks and Landscape GMP.

4. The Parties hereby modify and amend the Contract to establish and approve the Guaranteed Maximum Price for Phase 1 Walks and Landscape Public Improvements, including Contract Times and milestones for completion of Phase 1 Walks and Landscape Public Improvements, as further described and attached hereto as **Attachment A**, and fully incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Phase 1 Walks and Landscape on the day and year first above written.

WEST GLOBEVILLE METROPOLITAN
DISTRICT NO.1


By: 

Jose Carredano, Jr., Chair
July 31, 2025 | 10:24 AM MDT

ATTEST:

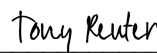
By: Donald Cloutier, Secretary

VITA FOX NORTH L.P.

By: 

Name: Jose Carredano
Title: Manager

SAUNDERS CONSTRUCTION, LLC

By: 

Name: Tony Reuter
Title: Construction Manager

Date: August 5, 2025 | 12:01 PM MDT



ATTACHMENT A

- **CLARIFICATIONS, EXCLUSIONS, ALTERNATES, ALLOWANCES & UNIT PRICES**
- **LIMITS OF CONSTRUCTION**
- **SCHEDULE**
- **FINISH WORK GMP**

Fox Park | Phase 1 Finish Work West Globeville Metropolitan District #1

FGMP Estimate

CLARIFICATIONS, EXCLUSIONS, ALTERNATES, ALLOWANCES, & UNIT PRICES

CLARIFICATIONS

1. This estimate is based upon the following documents and information:
 - a. Formal SDP Amendment Submittal_2_Fox Park Infrastructure_2025SDP0000095.
 - b. Drawings for the Project as prepared by AE Design & Tryba Architects, dated May 16, 2025.
 - c. Specifications (Project Manual) for the Project as prepared by Tryba Architects, dated August 26, 2022.
 - d. Scope Clarification document: "250520_Fox Park_Finish Work Scope Clarification_R1.pdf" prepared by Saunders Construction LLC, dated May 20, 2025. *Attached*.
 - e. Invitation to Bid prepared by Saunders Construction LLC, dated May 27, 2025.
 - f. Addendum #09 prepared by Tryba Architects, dated May 16, 2025.
2. Schedule is based on a 4.5-month construction duration commencing with a building permit and Notice To Proceed available no later than September 1, 2025. Please note that the completion date is subject to revision in the event of shortages or delays in the shipment of materials.
3. Due to the on-going escalation in raw materials and fuel costs currently facing the construction industry, certain subcontractors and suppliers may not be able to honor their original price, since the final price for their materials is not established until the shipment date. In addition, certain materials may not be available at the required time, due to allocations and spot shortages. Every effort has been made to anticipate and mitigate cost and schedule impacts. However, in the event this should occur, Saunders Construction reserves the right to request an increase in the GMP and an extension of the completion date to cover these additional costs and delays.
4. Due to the on-going unprecedented material and commodity cost increases occurring locally and nationally in the construction industry, our subcontractors and suppliers may not be able to guarantee pricing provided for this project until shipment date or they can only hold their pricing for a short period of time (5 or 10 days). Saunders has included construction costs as we understand them today but cannot account for future cost escalation due to the uncertainty of material costs and related procurement issues. Given this very unique dilemma and the continuous volatility in the marketplace, we highly recommend that you as the Owner carry a hard construction cost allowance to cover these additional, potential escalation costs beyond this time period. Saunders will make every effort to minimize the cost impacts of these material increases while communicating with you specific dates upon which materials must be procured to meet your desired schedule and avoid further cost impacts.
5. This estimate, which upon acceptance shall be converted to the Contract Sum, includes prices complying with all current and known tariffs, trade treaties, and other governmental requirements as of the date of the estimate, July 7, 2025. However any changes in project cost or schedule due to new tariffs, treaties, impacts from a trade war, or other changes in governmental requirements

shall be considered a force majeure event and the Contract Sum and Project Schedule shall be adjusted accordingly based on the effects of said force majeure event.

6. This estimate includes 4.81% sales tax. Should the municipality increase the sales or use tax rates during the duration of this project, we reserve the right to recover any additional tax expense.
7. City of Denver building permit and plan check fees are included.
8. No special sound mitigation procedures for construction operations.
9. No premium is included for Leadership in Energy and Environmental Design (LEED) building standards.
10. The estimate is not line item accountable, except for allowances.
11. It is not the responsibility of the Contractor to make certain that the documents prepared by the Architect and his consultants are in accordance with applicable laws, statues, building codes and regulations. If the Contractor, in the exercise of due care, observes that any of the documents are at variance therewith in any respect, he shall promptly notify the Owner of all conflicts between the drawings and specifications and any laws, ordinances, rules, regulations, or restriction that come to his attention.
12. Certain issues of code compliance are subject to subjective or discretionary interpretation or application by code enforcement agencies or officials. Saunders Construction, LLC will exercise reasonable and professional efforts to obtain compliance with applicable codes affecting plans and specifications but have no responsibility or liability for adverse code interpretations, rulings or determinations.
13. Although we have not identified any specific problems related to the conformance of the project design to the Americans with Disabilities Act (ADA), we exclude any work not specifically noted on the Drawings that could be required to bring the project into ADA compliance.
14. Limits of work included in this GMP estimate are reflected in the attached Scope Clarification document dated May 20, 2025. Attached as Exhibit 1. This document takes precedence over any other in determining the extents and limits of work. Soil cells were based on quantity shown in the SDP Submittal Package. The AE Design documents were used, in conjunction with the limits of work exhibit, to set the electrical pricing and SOW.
15. Saunders Construction agrees to record all as-built information on a set of construction documents at the jobsite. At the completion of the Project, Saunders Construction will turn over, to the Architect, all notes of locations or details which differ from the original Construction Documents or from written modifications. Saunders Construction will not be responsible for transferring to the as-built documents any addenda, clarifications, or changes documented by the consultants.
16. Weather Protection and Weather Conditions Allowance of \$26,500 includes: all labor, material, rental, and subcontracts to provide weather related enclosures, temporary closures, temporary heat, concrete blankets, concrete admixtures, snow removal, gravel replenishment, frost removal, etc.
17. Prevailing wage requirements, highway wage classification.
18. Landscape and Irrigation scope is design/build. Planting Area Breakdown: 80% of planting bed - Deciduous/Evergreen Shrubs (5 gal); 10% of planting bed – Ornamental Grasses (1 gal); 10% of planting bed – Perennials (1 gal).
19. Landscape Pricing includes Soil Cells at 54 tree well locations. In the event soil cell assumptions or requirements change during design completion and approval by CCD; Saunders Construction reserves the right to request an adjustment to the GMP and schedule duration. See unit rates below. If upon design completion and CCD review, the soil cell requirements change or modified, the resulting change to the GMP will be reconciled via change order.

20. Drawing E2.501 – Detail 1 and 2 show a 100A Panel with a 100A Feeder. The Panel Schedules show a 200A Panel. Estimate includes providing 100A Panel since the 100A Panel currently installed only has 12 breaker spaces. The New Drawings require 18 Spaces for Huron Street and 24 Spaces for Fox Street, respectively.
21. Ground Boxes are not specified, estimate includes 12" x 12" Quazite.
22. Power and Lighting conduits will be separate 1" PVC Schedule 40 Conduits (sizes not given on drawings). Power will be a separate conduit as to not stop at each Pole Light Location.
23. Bike racks only are included as site furnishings.
24. Landscape planting is assumed to take place spring of 2026 as is reflected in our Construction Schedule Exhibit.
25. 3% Construction Contingency.
26. The estimate includes a \$50,000 allowance for 3rd party testing.
27. Site Furnishings included in the estimate are Bike Racks per CCD Std Dtl.
28. Refer to the attached estimate detail for further clarifications.

EXCLUSIONS

The following are items not included in this estimate. It is recommended that this list be carefully reviewed for items that need to be added to complete a total project budget.

1. State Tax. Project is state tax exempt.
2. Builders Risk insurance is excluded and assumed by Owner.
3. This estimate excludes the provision of Saunders standard insurance coverages.
4. Permits and use taxes for Owner furnished equipment.
5. The following permits, fees, studies, and assessments:
 - a. Special District assessments or taxes
 - b. All utility system tap and development fees
 - c. Zoning fees
 - d. Environmental assessments.
 - e. Traffic studies.
 - f. E-470 Impact fees.
 - g. School impact fees.
 - h. Storm drainage, highway, or bridge impact fees.
 - i. Health department, JCAHO, Medicare, and other certifying agency fees and expenses.
 - j. Sign permit.
 - k. Street boring fees.
 - l. Annexation development fees.
 - m. Development excise taxes.
 - n. Park development fees.
 - o. Real Property Services Division fees.
 - p. Tree protection consultant fees.

- q. Denver Water fees for installation of new domestic water tap or fire hydrant assembly with related piping.
6. The following surveys:
 - a. Property survey and corner pins
 - b. Pre-construction topographic survey
 - c. ALTA or final improvements survey.
7. Preparation of a Soils Report and services of a Soils Engineer.
8. Preparation of an asbestos or hazardous material survey of the existing building (will be required for permit).
9. The following special consultant fees:
 - a. Tree protection
 - b. Wildlife and habitat
10. Tap and development fees for domestic water and sanitary sewer services.
11. Letters of credit or bonds for public improvements.
12. Fees for revocable permits.
13. Submission of record shop drawings to local building authority.
14. City tree damage penalties.
15. Rodent and pest control.
16. Wildlife removal and/or relocation (i.e. prairie dogs, etc.)
17. Railroad protective insurance.
18. Owner's loss of use insurance.
19. Relocation of Owner contents, furnishings, and equipment.
20. Contingency for unforeseen concealed conditions.
21. Consequential, actual, and liquidated damages.
22. Damage or costs of repairs to existing utilities incorrectly located by the utility locates agency, or not shown on the documents.
23. Design responsibility, design liability, design fees, and responsibility for verification of compliance of design with building codes, except for the following trades:
 - a. Landscape & Irrigation
24. Bid or construction document reproduction costs.
25. Provision and installation of office facilities and communications for Owner or Architect.
26. The following primary, incoming utility services:
 - a. Electrical service, including permanent meter, transformer and transformer pad
 - b. Natural gas service and meter
 - c. Telephone service
 - d. Cable television service
27. Impacts from the plan review comments of the following governmental agencies, which have not been incorporated into the contract documents:
 - a. Site improvement plan (SIP)
 - b. Building department

- c. Water and/or sewer district
 - d. Fire department
 - e. Health department
28. Cost and/or schedule impacts resulting from archaeological, historic, or prehistoric discoveries.
 29. Removal, relocation and/or disposal of any existing subsurface improvements. This would include utility work not identified on the construction drawings.
 30. Relocation of existing utilities.
 31. Off-site street and utility improvements.
 32. Traffic signals.
 33. Signage (vehicular wayfinding, ROW, etc.).
 34. Maintenance (and removal) of erosion control measures in accordance with EPA standards if we are required to demobilize and leave these measures in place.
 35. Survey and compaction verification of earthwork done by others.
 36. Identification, handling, removal and disposal of unsuitable or contaminated soil materials.
 37. Export of soil.
 38. Identification, handling, removal, treatment, and replacement of existing hazardous materials, or claims from exposure of personnel to hazardous substances.
 39. Rock excavation (soil material which has a blow count of 50/2 or less).
 40. Import of structural fill material.
 41. Structural and/or select fill at foundation backfill.
 42. Sand or gravel under slabs or sidewalks.
 43. Over-excavation and re-compaction of subgrades, except as noted previously.
 44. Achievement of fill compaction greater than 95% Proctor.
 45. Site dewatering or wellpoint dewatering system.
 46. Asphalt prime, tack, and/or seal coatings.
 47. Repair and replacement of existing asphalt except as disturbed or damaged by construction activities.
 48. Conduit and sleeving for Qwest and Public Service Company to gain access to the pedestal and transformer locations on the site.
 49. Landscape maintenance beyond the date of Substantial Completion.
 50. Unit pavers.
 51. Continuous subsurface dewatering.
 52. Removal and replacement of street curb and gutter or sidewalks.
 53. Red curb paint to designate no parking zones.
 54. Site furnishings (i.e. benches, trash cans, tree grates/frames, etc.) not listed in above inclusions or detailed estimate.
 55. Permanent fences
 56. Property identification and monument signs.
 57. Electrical coordination study. If required, this study is to be completed by AE Design.
 58. Light Fixture EA-2; none shown.

59. Explosion-proof equipment, motors, devices, switches, and light fixtures.
60. Seismic bracing for light fixtures.
61. Sidewalk and/or driveway snow melt system.
62. It is assumed all landscape planting will take place in the summer of 2026. However, in the event direction is given to do so before then, all trees and shrubs installed between October 15th and April 15th will not be covered under warranty. Grasses and perennials planted between October 15th and May 15th will likewise not be covered.
63. Items listed in the estimate detail as "excluded".

ALLOWANCES

The following allowances are included in the GMP:

- | | |
|--|-----------|
| 1. Weather protection and weather conditions | \$26,500 |
| 2. Irrigation System Allowance | \$142,462 |
| 3. 3 rd Party Testing | \$50,000 |

UNIT PRICES

The following unit prices will be used for changes in contract scope:

- | | |
|--------------------------------------|------------|
| 1. Soil Cells: | |
| a. Silva Cell 3X System | \$5,000/EA |
| b. Topsoil in Soil Cells 36" Depth | \$65/CY |
| c. Excavation & Compaction 36" Depth | \$50/CY |

Fox Park - Phase 1 Build Out

EXHIBIT 2: Construction Schedule

Printed: 7/11/2025

*** All Work View (w/Total Float)

Planned by Asta Powerproject







































Line	Name	OD	Start	Finish	TF	2025												2026			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Fox Park - Phase 1 Build Out	230d	Sep 02 25	Aug 04 26	0d																
	Mobilize	2d	Sep 02 25	Sep 03 25	0d																
3	Mobilize	2d	Sep 02 25 *	Sep 03 25	0d																
	Project Summary	228d	Sep 04 25	Aug 04 26	0d																
	Construction Milestones	228d	Sep 04 25	Aug 04 26	0d																
6	Ph1 Build Out - Start Overlot	0d	Sep 04 25	Sep 04 25	228d																
7	Ph1 Build Out - Complete Soil Cells	0d	Dec 03 25	Dec 03 25	166d																
8	Ph1 Build Out - Complete Electrical Caissons	0d	Dec 16 25	Dec 16 25	157d																
9	Ph1 Build Out - Complete Sidewalks	0d	Jan 02 26	Jan 02 26	150d																
10	Ph1 Build Out - Complete Erecting Light Poles	0d	Jan 13 26	Jan 13 26	143d																
11	Ph1 Build Out - Start Planting	0d	May 26 26	May 26 26	49d																
12	Ph1 Build Out - Substantial Completion (Major Milestone)	0d	Aug 04 26	Aug 04 26	0d																
	Weather Days	7d	Jul 24 26	Aug 03 26	0d																
14	Anticipated Weather Days (Original 7 Days)	7d	Jul 24 26	Aug 03 26	0d																
	Construction	209d	Sep 04 25	Jul 07 26	0d																
	44th Ave	45d	Sep 04 25	Nov 05 25	139d																
	South 44th Ave	35d	Sep 04 25	Oct 22 25	144d																
18	South 44th Ave - Overlot Grading	2d	Sep 04 25	Sep 05 25	119d																
19	South 44th Ave - Soil Cell Install	10d	Sep 08 25	Sep 19 25	119d																
20	South 44th Ave - Irrigation Sleeving	2d	Sep 22 25	Sep 23 25	134d																
21	South 44th Ave - Elec Conduit Install	4d	Sep 24 25	Sep 29 25	134d																
22	South 44th Ave - Elec Caisson F/P/S	3d	Sep 30 25	Oct 02 25	134d																
23	South 44th Ave - Sidewalk Grading	2d	Oct 03 25	Oct 06 25	144d																
24	South 44th Ave - Sidewalk F/P/S	5d	Oct 07 25	Oct 13 25	144d																
25	South 44th Ave - Backup Sidewalk	2d	Oct 14 25	Oct 15 25	144d																
26	South 44th Ave - Pull Electrical Wire	2d	Oct 16 25	Oct 17 25	144d																
27	South 44th Ave - Light Pole Install	3d	Oct 20 25	Oct 22 25	144d																
	North 44th Ave	43d	Sep 08 25	Nov 05 25	139d																
29	North 44th Ave - Overlot Grading	2d	Sep 08 25	Sep 09 25	127d																
30	North 44th Ave - Soil Cell Install	10d	Sep 22 25	Oct 03 25	119d																
31	North 44th Ave - Irrigation Sleeving	2d	Oct 06 25	Oct 07 25	131d																
32	North 44th Ave - Elec Conduit Install	4d	Oct 08 25	Oct 13 25	131d																
33	North 44th Ave - Elec Caisson F/P/S	3d	Oct 14 25	Oct 16 25	131d																
34	North 44th Ave - Sidewalk Grading	2d	Oct 17 25	Oct 20 25	139d																
35	North 44th Ave - Sidewalk F/P/S	5d	Oct 21 25	Oct 27 25	139d																
36	North 44th Ave - Backup Sidewalk	2d	Oct 28 25	Oct 29 25	139d																
37	North 44th Ave - Pull Electrical Wire	2d	Oct 30 25	Oct 31 25	139d																
38	North 44th Ave - Light Pole Install	3d	Nov 03 25	Nov 05 25	139d																
	Huron St	51d	Sep 10 25	Nov 19 25	134d																
	East Huron St	51d	Sep 10 25	Nov 19 25	134d																
41	East Huron St - Overlot Grading	2d	Sep 10 25	Sep 11 25	135d																
42	East Huron St - Soil Cell Install	10d	Oct 06 25	Oct 17 25	119d																
43	East Huron St - Irrigation Sleeving	2d	Oct 20 25	Oct 21 25	128d																
Line	Name	OD	Start	Finish	TF	2025												2026			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Fox Park - Phase 1 Build Out

*** All Work View (w/Total Float)

Planned by Asta Powerproject

Printed: 7/11/2025

Line	Name	OD	Start	Finish	TF	2025												2026			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
44	East Huron St - Elec Conduit Install	4d	Oct 22 25	Oct 27 25	128d				East Huron St - Elec Conduit Install												
45	East Huron St - Elec Caisson F/P/S	3d	Oct 28 25	Oct 30 25	128d				East Huron St - Elec Caisson F/P/S												
46	East Huron St - Sidewalk Grading	2d	Oct 31 25	Nov 03 25	134d				East Huron St - Sidewalk Grading												
47	East Huron St - Sidewalk F/P/S	5d	Nov 04 25	Nov 10 25	134d				East Huron St - Sidewalk F/P/S												
48	East Huron St - Backup Sidewalk	2d	Nov 11 25	Nov 12 25	134d				East Huron St - Backup Sidewalk												
49	East Huron St - Pull Electrical Wire	2d	Nov 13 25	Nov 14 25	134d				East Huron St - Pull Electrical Wire												
50	East Huron St - Light Pole Install	3d	Nov 17 25	Nov 19 25	134d				East Huron St - Light Pole Install												
	45th Ave	59d	Sep 12 25	Dec 05 25	129d																
	South 45th Ave	59d	Sep 12 25	Dec 05 25	129d																
53	South 45th Ave - Overlot Grading	2d	Sep 12 25	Sep 15 25	143d				South 45th Ave - Overlot Grading												
54	South 45th Ave - Soil Cell Install	10d	Oct 20 25	Oct 31 25	119d				South 45th Ave - Soil Cell Install												
55	South 45th Ave - Irrigation Sleeving	2d	Nov 03 25	Nov 04 25	125d				South 45th Ave - Irrigation Sleeving												
56	South 45th Ave - Elec Conduit Install	4d	Nov 05 25	Nov 10 25	125d				South 45th Ave - Elec Conduit Install												
57	South 45th Ave - Elec Caisson F/P/S	3d	Nov 11 25	Nov 13 25	125d				South 45th Ave - Elec Caisson F/P/S												
58	South 45th Ave - Sidewalk Grading	2d	Nov 14 25	Nov 17 25	129d				South 45th Ave - Sidewalk Grading												
59	South 45th Ave - Sidewalk F/P/S	5d	Nov 18 25	Nov 24 25	129d				South 45th Ave - Sidewalk F/P/S												
60	South 45th Ave - Backup Sidewalk	2d	Nov 25 25	Nov 26 25	129d				South 45th Ave - Backup Sidewalk												
61	South 45th Ave - Pull Electrical Wire	2d	Dec 01 25	Dec 02 25	129d				South 45th Ave - Pull Electrical Wire												
62	South 45th Ave - Light Pole Install	3d	Dec 03 25	Dec 05 25	129d				South 45th Ave - Light Pole Install												
	N. Fox Way (South of 45th Ave)	77d	Sep 16 25	Jan 12 26	119d																
	West N. Fox Way (South of 45th)	67d	Sep 16 25	Dec 19 25	124d																
65	West N. Fox Way - Overlot Grading	2d	Sep 16 25	Sep 17 25	151d				West N. Fox Way - Overlot Grading												
66	West N. Fox Way - Soil Cell Install	10d	Nov 03 25	Nov 14 25	119d				West N. Fox Way - Soil Cell Install												
67	West N. Fox Way - Irrigation Sleeving	2d	Nov 17 25	Nov 18 25	122d				West N. Fox Way - Irrigation Sleeving												
68	West N. Fox Way - Elec Conduit Install	4d	Nov 19 25	Nov 24 25	122d				West N. Fox Way - Elec Conduit Install												
69	West N. Fox Way - Elec Caisson F/P/S	3d	Nov 25 25	Dec 01 25	122d				West N. Fox Way - Elec Caisson F/P/S												
70	West N. Fox Way - Sidewalk Grading	2d	Dec 02 25	Dec 03 25	124d				West N. Fox Way - Sidewalk Grading												
71	West N. Fox Way - Sidewalk F/P/S	5d	Dec 04 25	Dec 10 25	124d				West N. Fox Way - Sidewalk F/P/S												
72	West N. Fox Way - Backup Sidewalk	2d	Dec 11 25	Dec 12 25	124d				West N. Fox Way - Backup Sidewalk												
73	West N. Fox Way - Pull Electrical Wire	2d	Dec 15 25	Dec 16 25	124d				West N. Fox Way - Pull Electrical Wire												
74	West N. Fox Way - Light Pole Install	3d	Dec 17 25	Dec 19 25	124d				West N. Fox Way - Light Pole Install												
	East N. Fox Way (South of 45th)	75d	Sep 18 25	Jan 12 26	119d																
76	East N. Fox Way - Overlot Grading	2d	Sep 18 25	Sep 19 25	159d				East N. Fox Way - Overlot Grading												
77	East N. Fox Way - Soil Cell Install	10d	Nov 17 25	Dec 02 25	119d				East N. Fox Way - Soil Cell Install												
78	East N. Fox Way - Irrigation Sleeving	2d	Dec 03 25	Dec 04 25	119d				East N. Fox Way - Irrigation Sleeving												
79	East N. Fox Way - Elec Conduit Install	4d	Dec 05 25	Dec 10 25	119d				East N. Fox Way - Elec Conduit Install												
80	East N. Fox Way - Elec Caisson F/P/S	3d	Dec 11 25	Dec 15 25	119d				East N. Fox Way - Elec Caisson F/P/S												
81	East N. Fox Way - Sidewalk Grading	2d	Dec 16 25	Dec 17 25	119d				East N. Fox Way - Sidewalk Grading												
82	East N. Fox Way - Sidewalk F/P/S	5d	Dec 18 25	Dec 24 25	119d				East N. Fox Way - Sidewalk F/P/S												
83	East N. Fox Way - Backup Sidewalk	2d	Jan 02 26	Jan 05 26	119d					East N. Fox Way - Backup Sidewalk											
84	East N. Fox Way - Pull Electrical Wire	2d	Jan 06 26	Jan 07 26	119d					East N. Fox Way - Pull Electrical Wire											
85	East N. Fox Way - Light Pole Install	3d	Jan 08 26	Jan 12 26	119d					East N. Fox Way - Light Pole Install											
	Planting	30d	May 26 26	Jul 07 26	0d																
87	South 44th Ave - Planting & Irrigation	5d	May 26 26 *	Jun 01 26	0d													South 44th Ave - Planting & Irrigation			
Line	Name	OD	Start	Finish	TF	2025												2026			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec



Owner:

Progress Period (Data Date):
7/11/2025

Start Date: 9/2/2025
Finish Date: 8/4/2026

Fox Park - Phase 1 Build Out

*** All Work View (w/Total Float)

Planned by Asta Powerproject

Printed: 7/11/2025

[illegible]

Subcontractor,Impacts

 SCI
  WEATHER IMPACT
  Dirtwork
  Concrete Crew
  Electrician
  Landscaping
  City of Denver



Owner:

Progress Period (Data Date):
7/11/2025

Start Date: 9/2/2025
Finish Date: 8/4/2026



Fox Park Phase 1 - Finish Work_GMP
R1 070925

July 30, 2025
Gross Building Area: SF

DESCRIPTION	TOTAL COST
01 GENERAL CONDITIONS	\$133,590
01 GENERAL REQUIREMENTS	\$86,837
02 EXISTING CONDITIONS	\$30,089
26 ELECTRICAL	\$931,383
31 EARTHWORK	\$166,968
32 EXTERIOR IMPROVEMENTS	\$1,526,957
TOTAL PROJECT COST	\$2,875,824

Fox Park Phase 1 - Finish Work_GMP

R1 070925



July 30, 2025

Gross Building Area: SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
01 GENERAL CONDITIONS				\$120,765
01 10 00 Summary				\$0
Legal Fees	0.00	NA	\$0.00	\$0
Development & Service Fees - Wet Utility System	0.00	BY OWNER	\$0.00	\$0
Development & Service Fees - Energy Utility Sys	0.00	BY OWNER	\$0.00	\$0
Development & Service Fees -Telecom System	0.00	BY OWNER	\$0.00	\$0
01 30 00 Administrative Requirements				\$96,880
Field Meetings	19.50	WK	\$50.00	\$975
Construction / Group Manager	22.00	HRS	\$215.32	\$4,737
General Superintendent	22.00	HRS	\$211.00	\$4,642
Assistant Superintendent	433.00	HRS	\$120.54	\$52,194
Senior Project Manager	100.00	HRS	\$182.53	\$18,253
Project Administrator	39.00	HRS	\$93.38	\$3,642
Project Accountant	78.00	HRS	\$95.15	\$7,422
Truck - Superintendent (w/Personnel Rate)	0.00	INCL	\$0.00	\$0
Staff Vehicle Fuel	3.48	WK	\$78.00	\$271
Superintendent Truck Fuel	11.38	WK	\$156.00	\$1,775
Documents - Permit Set	0.00	BY OWNER	\$0.00	\$0
Documents - Miscellaneous Printing	1.00	LS	\$520.00	\$520
Documents - Mailing & Shipping	4.50	MO	\$100.00	\$450
Subcontractor Outreach Advertisements	1.00	LS	\$2,000.00	\$2,000
01 40 00 Quality Requirements				\$5,709
QA / QC Engineer	39.00	HRS	\$146.39	\$5,709
Testing - Environmental	0.00	BY OWNER	\$0.00	\$0
01 50 00 Temporary Facilities & Controls				\$9,854
Temporary Utility - Transformer	0.00	EXCL	\$0.00	\$0
Construction Water	4.50	MO	\$200.00	\$900
Drinking Water	4.50	MO	\$250.00	\$1,125
Storage - Connex-Mini Container Rental	0.00	MO	\$0.00	\$0
Storage Container Delivery/Pick-up	0.00	EA	\$0.00	\$0
Office Trailer Rental (per Trailer-MO)	0.00	EA-MO	\$0.00	\$0
Office Trailer Delivery/Pickup	0.00	EA	\$0.00	\$0
Phones - Mobile (w/Personnel Rates)	0.00	INCL	\$0.00	\$0
First Aid Supplies	4.50	MO	\$130.00	\$585
Automatic Defibrillator	1.00	EA	\$2,080.00	\$2,080
Temporary Toilets - Delivery & Pickup	2.00	EA	\$100.00	\$200
Temporary Toilets - Monthly Service	4.00	EA-MO	\$175.05	\$700
Field Office Computers, Software & Peripherals (w/Personnel Rates)	0.00	INCL	\$0.00	\$0
Miscellaneous Office Trailer Supplies	4.50	MO	\$104.00	\$468
Construction Payment Management (Textura)	1.00	LS	\$1,716.00	\$1,716
Consumable Supplies	1.00	LS	\$2,080.00	\$2,080
Personal Protective Equipment (w/Safety Program/Inspections)	0.00	INCL	\$0.00	\$0
01 70 00 Execution & Closeout Requirements				\$8,322

Fox Park Phase 1 - Finish Work_GMP

R1 070925



July 30, 2025

Gross Building Area: SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
Dumpsters - CM Activities	4.50	EA	\$340.00	\$1,530
Construction Cleanup Coordination	7.00	WK	\$970.24	\$6,792
As-Built Drawings - Paperless	0.00	INCL	\$0.00	\$0
01 GENERAL REQUIREMENTS				\$78,500
01 40 00 Quality Requirements				\$50,000
Mockups - Physical	0.00	EXCL	\$0.00	\$0
3rd Party Testing ALLOWANCE	1.00	ALLOW	\$50,000.00	\$50,000
01 50 00 Temporary Facilities & Controls				\$28,500
Temporary Water Meter (Calibrate & Install Saunders Owned Meter)	1.00	LS	\$2,000.00	\$2,000
ALLOWANCE - Weather Protection & Conditions	1.00	ALLOW	\$26,500.00	\$26,500
Snow Removal	0.00	INCL	\$0.00	\$0
Mud Mitigation / Removal	0.00	EXCL	\$0.00	\$0
Thaw Subgrade - Blanket Subgrade (per Pour)	0.00	EXCL	\$0.00	\$0
02 EXISTING CONDITIONS				\$27,200
02 20 00 Assessment				\$27,200
Staking & Survey Subcontract	1.00	LS	\$27,200.00	\$27,200
Survey - Construction Control Plan / Grading As-Built	0.00	INCL	\$0.00	\$0
Survey - Sitework	0.00	INCL	\$0.00	\$0
Survey - Utilities	0.00	INCL	\$0.00	\$0
26 ELECTRICAL				\$841,965
26 00 00 Electrical				\$698,496
Electrical Subcontract	1.00	LS	\$698,496.00	\$698,496
26 20 00 Low-Voltage Electrical Distribution				\$0
Huron St. + Fox Way: 100 Amp Panels	0.00	INCL	\$0.00	\$0
26 50 00 Lighting				\$143,469
Lighting: Fixtures & Install: EA-1, EL1-9, EP-1, EP-2	0.00	INCL	\$0.00	\$0
Directional Boring for Pole Bases	1.00	LS	\$18,659.00	\$18,659
Pole Bases	1.00	LS	\$124,810.00	\$124,810
Trench & Backfill	0.00	INCL	\$0.00	\$0
31 EARTHWORK				\$150,938
31 20 00 Earth Moving				\$150,938
Earthwork Subcontract	1.00	LS	\$84,284.00	\$84,284
Sidewalk Area Grading - Cuts & Fills	0.00	INCL	\$0.00	\$0
Fine Grade for Pavement	0.00	INCL	\$0.00	\$0
Excavation + Compaction: Silva 3X Soil Cells	54.00	EA	\$825.00	\$44,550
Landscape Area Excavation	0.00	INCL	\$0.00	\$0
Dust Control	0.00	EXCL	\$0.00	\$0
Export of Spoils	0.00	EXCL	\$0.00	\$0
Concrete Washout Area	2.00	LS	\$3,000.00	\$6,000
Conc Washout Maintenance, Rem & Haul Off	1.00	MO	\$7,147.20	\$7,147
Erosion Cntrl Periodic Inspections (1 per WK)	19.50	EA	\$250.00	\$4,875
Erosion Control Maintain BMPs	1.00	LS	\$4,082.00	\$4,082
32 EXTERIOR IMPROVEMENTS				\$1,380,360



Fox Park Phase 1 - Finish Work_GMP
R1 070925

July 30, 2025
Gross Building Area: SF

DESCRIPTION	QUANTITY	UM	UNIT COST	TOTAL COST
32 10 00 Asphalt Pavements, Markings & Signage				\$412,171
Sidewalks - Specialty Concrete Paving, Integral Color, Sandstone Finish	0.00	INCL	\$0.00	\$0
Site Concrete Subcontract	1.00	LS	\$397,171.00	\$397,171
Roadway Lightpole Bases - Complete	0.00	INCL	\$0.00	\$0
Sidewalks - City Std 6" Complete (Grey, Broom Finish, Reinforced)	0.00	INCL	\$0.00	\$0
Misc. Concrete Repairs	1.00	LS	\$15,000.00	\$15,000
ADA Truncated Domes per CCD Std. Dtl. 7.1	0.00	INCL	\$0.00	\$0
Drive Apron w Curb Cut Ref: CI-319	0.00	INCL	\$0.00	\$0
32 30 00 Site Improvements				\$28,950
Bike Rack - Ribbon - Powder Coated	21.00	EA	\$1,200.00	\$25,200
Utilities - Private Locates	25.00	HRS	\$150.00	\$3,750
32 90 00 Landscape & Irrigation				\$939,239
Irrigation System Allowance	1.00	ALLOW	\$142,462.00	\$142,462
Landscape + Irrigation Design Fee	1.00	LS	\$38,500.00	\$38,500
Landscaping & Irrigation Subcontract	1.00	LS	\$476,277.00	\$476,277
Landscape Maintenance through Final Acceptance	0.00	INCL	\$0.00	\$0
Silva 3X Soil Cells: Excavation + Compaction at 36" Depth	650.00	CY	\$60.00	\$39,000
Silva 3X Soil Cells: Topsoil at 36" Depth	0.00	INCL	\$0.00	\$0
Silva Cell 3X Soil System	54.00	EA	\$4,500.00	\$243,000
Blue Grass Sod w/ Soil Prep	0.00	INCL	\$0.00	\$0
Ornamental Grasses 1 Gallon (10% of Planting Bed)	0.00	INCL	\$0.00	\$0
Planting Beds (w/ White Cobble 2"-4" rock mulch)	0.00	INCL	\$0.00	\$0
Perennials: 1 Gallon (10% of Planting Bed)	0.00	INCL	\$0.00	\$0
Deciduous Shrubs 5 Gallon (80% of Planting Bed)	0.00	INCL	\$0.00	\$0
Deciduous Trees 2½ Inch	0.00	INCL	\$0.00	\$0
DIRECT TOTAL				\$2,599,728



Fox Park Phase 1 - Finish Work_GMP
R1 070925

July 30, 2025
Gross Building Area: SF

INDIRECT	AMOUNT	TOTAL COST
Construction Contingency	3.00%	\$77,992
Subcontractor Default Insurance / Bonds	1.40%	\$32,863
Safety Program/Inspections	0.30%	\$8,484
Project Management Software	0.15%	\$4,314
Permit & Plan Check Fees	0.65%	\$16,898
Electrical Permit & Plan Check Fees	\$6,866	\$6,866
Warranty (Standard)	0.20%	\$5,752
Overhead & Profit	2.25%	\$64,706
Preconstruction Services	\$10,000	\$10,000
Design Fee (5% Landscape+Irrigation Contract)	\$48,222	\$48,222
INDIRECT SUBTOTAL		\$276,096
TOTAL PROJECT COST		\$2,875,824

SERVICES AGREEMENT AMENDMENT #4
WTCC PARKING GARAGE
ADDITIONAL SERVICES
(August 2025)

Effective August 11, 2025, Owner ("Vita Fox North, L.P.") and Architect ("Tryba"), collectively the "Parties", agree to the following scope, schedule and fee adjustments to the "Services Agreement-Architectural and Engineering Services Related to WTCC Parking Structure" between the Owner and Tryba, dated effective as of March 28, 2023 (incorporated by reference).

PROJECT DESCRIPTION AND SCHEDULE

This proposal includes one task that directly supports the Site Development Plan (SDP) resubmittal for the World Trade Center Complex. The SDP submittal scope was previously included in the WTCC Site agreement between Owner and Tryba. The WTCC Site agreement is being terminated effective June 25, 2025 and accordingly and any further SDP supporting services by Tryba is outside the base scope of design services. The scope of the task outlined below exclusively pertains to the WTCC Parking Garage and WTCC Open Space projects as referenced within the SDP resubmittal.

The services and fees outlined below assume ONE SDP resubmittal. If additional comments are received or additional submittals are required, fees will be adjusted commensurate with additional time incurred.

• **Task 1: Parking Garage & Open Space SDP Support | August 2025**

Tryba will provide limited support services, assisting the Owner, to produce the WTCC 3rd Formal SDP Submittal. These services are exclusively limited to the WTCC Parking Garage and WTCC Open Space scope and include revisions to the following SDP sheets. All remaining sheet revisions are the responsibility of the Owner.

- Sheet 17 "AREAS B, C & D (PARKING GARAGE) - LEVELS P1-P2 FLOOR PLANS"
- Sheet 19 "AREA D (FOX SQUARE) - LEVEL 01 FLOOR PLAN"
- Sheet 33 "AREA D (FOX SQUARE) – PERFORMANCE PAVILION ELEVATIONS"

Tryba will respond to coordination questions applicable to the WTCC Parking Garage and WTCC Open Space scope. Within the WTCC Parking Garage scope, Tryba will provide proposed parking stall counts and Gross Floor Area (GFA) assumptions. Within the WTCC Open Space scope, Tryba will provide Gross Floor Area (GFA) and Square Foot (SF) assumptions. Cumulative zoning use calculations and associated requirements are excluded from this task and are the responsibility of the Owner. Owner is responsible for City resubmittal, narrative response, full consultant coordination, and SDP revisions for WTCC Hotel, Office, Theater, and Retail Pavilions.

COMPENSATION

Tryba and associated consultants have identified a range of magnitude for this task and will provide the scope of services within the time frame described within this proposal, **as authorized below by Vita Fox North, L.P.**

Design Task	Fee
Task 1: Parking Garage & Open Space SDP Support	
Tryba Architects	\$10,500

The Owner will be billed hourly not to exceed the fee noted and reimbursable expenses for completion of the change in work as described above.


VITA

JDM (Tryba)

SERVICES AGREEMENT
(Architectural Support – Fox Park SDP - Block A)

This SERVICES AGREEMENT (this “**Agreement**”) is made and entered into to be effective as of _____, 2025, by and between WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and WORKS PARTNERSHIP ARCHITECTURE, LLP, a Portland limited liability partnership authorized to do business in the State of Colorado (the “**Consultant**”) (the District and the Consultant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Consultant agrees to provide architectural support services necessary for Fox Park – Block A’s Formal Phase Site Development Plan (SDP) 2nd submittal, as further detailed in the Proposal attached as Exhibit A hereto which is incorporated herein by this reference, and may be supplemented by any Change of Services attached as Exhibit B hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with the Proposal and any Change of Services is hereinafter referred to as the “Services.” All provisions of the Proposal and Change of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and either the Proposal or Change of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The Services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement. Services shall be completed as detailed in the Proposal or Change of Services. Any extensions of the time limit set forth in the Proposal or Change of Services must be agreed upon in writing by the Parties.

3. Early Termination by the District. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Consultant. Such notice shall be delivered at least seven days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the District, the Consultant shall be paid for Services rendered prior to the date of termination, subject only to the satisfactory performance of the Consultant’s obligations under this Agreement. Such payment shall be the Consultant’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the Services of the Consultant by giving the Consultant written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its

total charges to the District for Services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for 120 consecutive days, the Consultant may immediately terminate this Agreement.

5. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the District agree to pay the Consultant the amounts as set forth in Exhibit A. The Consultant may bill the District for reimbursable expenses (“**Reimbursable Expenses**”) at the rates set forth in Exhibit A. The Consultant must request written approval of the District if the Reimbursable Expenses at an aggregate level exceed \$1,000. The District is not responsible for paying Reimbursable Expenses over \$1,000 if the District did not explicitly approve such costs through a written approval. The District shall provide no benefits to the Consultant other than the compensation stated above. The Consultant shall bill its charges to the District periodically, but no more frequently than once a month. Concurrent with the execution of this Agreement, the Consultant shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Consultant until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit C.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Services paid for or shall relieve the Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Consultant if any one or more of the following conditions exists:

(a) The Consultant is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to Services that are not performed according to this Agreement. The District will pay for any portion of the services performed according to this Agreement.

(c) The Consultant has failed to make payments promptly to any third-party used to perform any portion of the Services hereunder, subject to Paragraph 9, for which the District has made payments to the Consultant.

7. District Representative. The District will designate, prior to commencement of work, its project representative (the “**District Representative**”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services. All requests for contract interpretations, Change of Services, and other clarification or instruction shall be directed to the District Representative. Unless otherwise instructed, the District Representative is Jose Carredano, the District’s President.

8. Independent Contractor. The Services to be performed by the Consultant are those of an independent contractor and not of an employee of the District. **The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Consultant nor its employees, if any, are entitled to workers’**

compensation benefits from the District for the performance of the Services specified in this Agreement.

9. Professional Services. It is understood that the District enters into this Agreement based on the special abilities of the Consultant and that this Agreement shall be considered an agreement for professional services. Accordingly, the Consultant shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Consultant accepts the relationship of trust and confidence established between the Parties. The Consultant shall use its best efforts and shall perform the Services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the standard of care is higher in the local area where the Consultant's office primarily responsible for providing the Services is located, then the standard of care applicable to the local area where the Consultant's office is located shall be applicable to such Services.

10. Accuracy of Work. The Consultant represents, covenants, and agrees that its work will be performed in a manner consistent with the standard of professional skill and care for projects of a similar scope, nature and complexity. The District's approval shall not diminish or release the Consultant's duties, since the District is ultimately relying upon the Consultant's skill and knowledge.

11. Duty to Warn. The Consultant agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultant by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Consultant advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Consultant to proceed according to such data as originally given.

12. Insurance.

(a) The Consultant represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any.

(b) The Consultant shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for bodily injury, death, or damage to property of any person and two million dollars (\$2,000,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended (the "CGIA"), whichever is higher.

(c) All insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds.

(d) The additional insured coverage shall be primary and non-contributory to any of the District's general liability or other insurance policies and shall apply to both ongoing and completed operations. In the event that the Consultant has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts specified hereunder, (i) such broader and higher limits shall insure and be available to the District and all other additional insureds and (ii) this Agreement shall be deemed to require such broader and higher limits. No deductible or self-retention amount in any insurance required to be carried by the Consultant hereunder shall apply to the District or any other additional insured. If, despite the preceding sentence, any deductible or self-insured retention amount in any such insurance does apply to the District or any other additional insured, the Consultant shall be required to fund the cost of such deductible or self-insured retention.

(e) Prior to commencing work under this Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the policies required by this Agreement as well as the amounts of coverage for the respective types of policies, which certificate(s) shall be attached hereto as Exhibit D. If the Consultant subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish a certificate or certificates evidencing the policies required by this Agreement in amounts satisfactory to the District and the Consultant; provided, however, the subcontractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Consultant. If the coverage expires during the term of this Agreement, the Consultant or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

(f) The Consultant's failure to purchase the policies required by this Agreement shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of policies required under this Agreement serve to limit the Consultant's liability under any provision in this Agreement. The Consultant shall be responsible for the payment of any deductibles on any issued policies.

13. Compliance with Laws. The Consultant is obligated to familiarize itself and comply with all laws applicable to the performance of the Services.

14. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

15. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

16. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of 10 days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and

costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

17. Indemnification; No Waiver of Liability.

(a) The Consultant shall indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the “**District Indemnitees**”), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys’ fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Consultant or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Consultant’s performance of the Services pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Consultant is not obligated to indemnify the District Indemnitees for negligence of the District, its construction contractors, or the negligence of any other District Indemnitee, except the Consultant. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under workers’ compensation acts, disability acts or other employees benefit acts, provided that in no event shall the Consultant be liable for special/consequential or punitive damages.

(b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the Services provided by the Consultant under this Agreement.

(c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 17. The indemnification obligations set forth in this Paragraph 17 shall survive the expiration or termination of this Agreement.

(d) If the Proposal or Change of Services contain any provisions purporting to require the District to defend, indemnify, or hold harmless the Consultant or purporting to effect a waiver or limitation of the Consultant’s liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement.

(e) The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.

18. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

19. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District's mailing address is located.

20. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

22. Ownership of Work Product. All documents such as reports, plans, drawings, and contract specifications, information, and other materials prepared or furnished by the Consultant (or the Consultant's independent professional associates, subcontractors, and consultants) are instruments of public information and property of the District once all undisputed amounts are paid pursuant to this Agreement. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Consultant as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Services. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates, subcontractors, or consultants.

23. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Consultant shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

24. Time is of the Essence. All times stated in this Agreement are of the essence.

25. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the Party to whom it is addressed on the third day after such notice is given.

District: West Globeville Metropolitan District No. 1
201 Columbine Street, Suite 300
Denver, Colorado 80206
Attn: Jose Carredano

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206
Attn: Matt Ruhland

Consultant: Works Partnership Architecture, LLP
811 SE Start St, Suite 210
Portland, Oregon 97214

26. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Section 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

27. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

{The remainder of this page is intentionally left blank.}

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

DISTRICT:

WEST GLOBEVILLE METROPOLITAN
DISTRICT NO. 1

By: _____
Name: _____
Title: _____

CONSULTANT:

WORKS PARTNERSHIP ARCHITECTURE, LLP

By: _____
Name: _____
Title: _____

EXHIBIT A

Proposal



FEE PROPOSAL

Attn: **West Globeville Metropolitan District No. 1**

Fox Park Denver

Block A

ARCHITECTURAL SUPPORT FOR SDP UPDATES:

TOTAL NOT TO EXCEED HOURLY: \$5,000.00

SCHEDULE

Works is assumed to occur in support of master plan architecture and needs to be resubmitted by September 10, 2025. This is pending necessary information in order to answer open items related to WORKS's open items..

BILLING PROTOCOL

Phase a. to be paid within a week of approval. All remaining work will be billed monthly on the 20th of the month and are due in full within 30 days of the date on the invoice. Any invoice not paid in full within 30 days will incur interest at a rate of 1.25% per month until paid in full.

REIMBURSABLE EXPENSES

Reimbursable expenses, such as printing costs, travel flights, hotels and car rentals when deemed necessary, city meeting fees, etc necessitated as part of the project will be billed at face value plus 10% and are outside of the fees listed above – these are estimated at approx. **\$1,000.**

AUTHORIZED BY:

Name:

Date:

EXHIBIT B
Change of Services

EXHIBIT C

W-9

EXHIBIT D

Certificate(s) of Insurance