

BROADWAY STATION METROPOLITAN DISTRICT NOS. 1-3
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

<http://www.broadwaystation.com/community-outreach.html>

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Tuesday, September 6, 2022
TIME: 12:00 p.m.
LOCATION: Via Microsoft Teams Videoconference

You can attend the meetings in the following ways:

- 1. Online Microsoft Teams Meeting via link below:

ACCESS: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGZINWNjOTktNzhiZi00YWRILWFiNzktZjE3NjQwNzhlZGMMy%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

- 2. To attend via telephone, dial 720-547-5281 and enter the following additional information:

Conference ID: 109 990 353#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Mark Tompkins	President	May, 2023
Lisa Ingle	Secretary	May, 2025
Elizabeth Lee	Treasurer	May, 2023
Tom Berger	Assistant Secretary/Treasurer	May, 2025
Dan Jacobs	Assistant Secretary/Treasurer	May, 2023

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- E. Review and consider approval of minutes from the June 27, 2022 Regular Meeting (enclosed).

II. FINANCIAL MATTERS

- A. Other.

III. LEGAL MATTERS

- A. Review and consider approval of Loan Agreement by and between District No.1 and Broadway Station Partners, LLC (enclosed).
- B. Review and consider approval of immediate payment of purchase price under BSP West Purchase and Sale Agreement.
- C. Review and consider ratification and approval of Change Orders on Filing No. 3 infrastructure work (CEI) and Kentucky Avenue Bridge (Kraemer) totaling approximately \$5,400,000 (enclosed).
- D. Consider going forward policy for authorization of Change Order approvals between Board meetings.

IV. MANAGER MATTERS

- A. Other.

V. OTHER BUSINESS

- A. Confirm quorum for the next meeting.

VI. ADJOURNMENT

The next regular meeting is scheduled for September 26, 2022 at 1:00 p.m.

RECORD OF PROCEEDINGS

**MINUTES OF THE
COORDINATED REGULAR MEETING OF
BROADWAY STATION METROPOLITAN DISTRICT NO. 1
BROADWAY STATION METROPOLITAN DISTRICT NO. 2 AND
BROADWAY STATION METROPOLITAN DISTRICT NO. 3**

HELD

JUNE 27, 2022

The Coordinated Regular Meeting of the Boards of Directors (“**Board**”) of the Broadway Station Metropolitan District No. 1 (“**District No. 1**”), Broadway Station Metropolitan District No. 2 (“**District No. 2**”) and Broadway Station Metropolitan District No. 3 (“**District No. 3**”, and together with District No. 1 and District No. 2, the “**Districts**”) was held on June 27, 2022 at 1:00 p.m. Due to public health restrictions, this meeting was held via Zoom: <https://us02web.zoom.us/j/87484098763>; Webinar ID: 874 8409 8763.

ATTENDANCE

Directors in Attendance were:

Mark Tompkins
Tom Berger
Lisa Ingle
Dan Jacobs

Absent (excused):

Elizabeth Lee

Also in Attendance were:

Paul R. Cockrel, Cockrel Ela Glesne Greher & Ruhland, P.C.
 (“**CEGR**”)
Sarah H. Luetjen, CEGR
Anna Jones, CliftonLarsonAllen, LLP (“**CLA**”)
Jason Carroll, CLA
Terri Boroviak, CLA
Dan Jacobs

NOTICE

Notice of the meeting had been properly posted as required by law. The notice also included the agenda items.

DISCLOSURE OF
POTENTIAL CONFLICTS
OF INTEREST

Mr. Cockrel reported that general conflict of interest statements for Directors Ingle, Tompkins, and Berger had previously been received and filed with the Secretary of State at least 72 hours in advance of the meeting disclosing their respective potential conflicts of interest as follows:

Director Ingle has an ownership interest in and is employed by Renee & Co, which performs consulting services to Broadway Station Partners, LLC or its affiliates (“**Company**”), which is the principal owner and developer of property within the Districts. She personally is not an owner, creditor, officer or director of the Company.

Director Tompkins has an ownership interest in and is employed by Strae Advisory Services, LLC (“**Strae**”), which performs consulting services to the Company. He has a minority ownership interest in the Company but is not a creditor, officer or director of the Company.

Director Lee has an ownership interest in and is employed by Strae, which performs consulting services to the Company. She personally is not an owner, creditor, officer or director of the Company.

Director Berger has a minority ownership interest in and is employed by Matrix Design Group, Inc., which performs engineering and construction consulting services to the Company. He is not an owner, creditor, officer or director of the Company.

Each director present stated that their participation in the meeting was necessary to obtain a quorum of the Board or otherwise enable the Board to act; that written disclosures of such potential conflicts of interest had been filed with the Board and the Secretary of State in accordance with statutory requirements; and that the nature of their private interests related to their respective employment, officership, ownership or consultant relationships with the Company. After each Director had summarily stated for the record the fact and nature of such private interests and had further stated that the determination to participate in voting or take any other action on any contract or other matter in which he or she may have a private interest would be made in compliance with Section 24-18-201(1)(b)(V), C.R.S., on an ad hoc basis, the Board turned their attention to the agenda items.

All disclosures of potential conflict of interest statements previously filed are deemed continuing for all purposes and are incorporated into the record of the meeting.

APPROVAL OF
AGENDA

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the agenda as presented.

MINUTES

The Board reviewed the Minutes of the March 28, 2022 coordinated special meeting minutes. Upon motion duly made, seconded and unanimously carried, the Minutes of the March 28, 2022 coordinated meeting were approved as revised.

FINANCIAL REPORT

Mr. Carroll presented the outstanding payables to the Board in the amount of \$2,692,356.21. Upon motion duly made, seconded and unanimously carried, the Board ratified the Claims as presented.

Mr. Carroll then presented the cash position and financial statements to the Board. Upon motion duly made, seconded and unanimously carried, the Board ratified approval of the financials as presented.

PUBLIC HEARING ON
EXCLUSION, DISTRICT
NO. 1

Mr. Cockrel opened the public hearing regarding the Petition for Exclusion from District No. 1, submitted by the fee owner, BSP East, LLC. Notice of the hearing was published. No objections to the exclusion have been filed. Following discussion, the hearing was closed. Upon motion duly made, seconded and unanimously carried, the Board of District No. 1 accepted such Petition as submitted and approved the Order for Exclusion of Real Property, a copy of which is attached hereto.

PUBLIC HEARING ON
EXCLUSION, DISTRICT
NO. 3

Mr. Cockrel opened the public hearing regarding the Petition for Exclusion from District No. 3, submitted by the fee owner, BSP East, LLC. Notice of the hearing was published. No objections to the exclusion have been filed. Following discussion, the hearing was closed. Upon motion duly made, seconded and unanimously carried, the Board of District No. 3 accepted such Petition as

submitted and approved the Order for Exclusion of Real Property, copy of which is attached hereto.

PURCHASE AND SALE
AGREEMENT BY AND
BETWEEN DISTRICT
NO. 1 AND BSP WEST,
LLC

Mr. Cockrel presented the Purchase and Sale Agreement by and between District No. and BSP West, LLC to the Board. Following discussion and upon motion duly made, seconded and unanimously carried with Director Tompkins abstaining due to his interest in the Company, the Board of District No. 1 approved the Purchase and Sale Agreement.

DURA FUNDING
UPDATE

President Tompkins provided an update on discussions with DURA and noted that he, Mr. Cockrel and Director Lee have been in contact with DURA management. President Tompkins does not believe that much progress has been made regarding DURA and the District's conflicting interpretations of the Redevelopment Agreement. President Tompkins then noted that Extended Report #7 must be approved by the City but will be reviewed by DURA requiring some explanation of the funding source for the South Ped Bridge. Director Ingle stated that the Report has been submitted to the City and comments should come back by July 11, 2022.

CONSTRUCTION
STATUS UPDATE

Director Berger provided the Board with an update on the status of construction work underway noting that 90% of the infrastructure work has been completed in Filing 3. The Sante Fe Drive connection to sanitary sewer will be done in July. Director Berger also noted that work on the Kentucky Bridge is at a standstill pending start up on the 5th lane. The steel cladding for the Bridge is being fabricated now and should be ready in September. The paving of the Bridge should be completed by the summer of 2023.

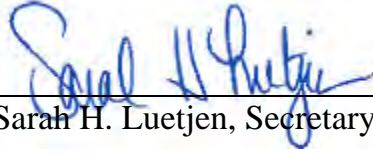
OTHER BUSINESS

None.

MEETING ADJOURNED

There being no other matters to come before the Board, the meeting was adjourned.

Respectfully submitted,



Sarah H. Luetjen, Secretary for the Meeting

APPROVED

Mark Tompkins

Tom Berger

Elizabeth Lee

Lisa Ingle

LOAN AGREEMENT

This LOAN AGREEMENT (this “Agreement”) is dated as of September ____, 2022 (the “Effective Date”), by and between Broadway Station Metropolitan District No. 1 (“District No. 1”), a quasi-municipal corporation and political subdivision of the State of Colorado (the “State”) operating within the City and County of Denver (the “City”), and Broadway Station Partners, LLC (“BSP”), a Colorado limited liability company (the District and the Company collectively, the “Parties” or either of the Parties separately, a “Party”).

Recitals

A. District No. 1 has been organized to provide for the construction of certain public infrastructure within the District’s service area as defined in the District’s Amended and Restated Service Plan (the “Service Plan”) dated October, 2017.

B. BSP at present is the owner and developer of most of the property within the District’s Service Area, which is commonly known as the Broadway Station Redevelopment of the former Gates Rubber Factory (“Development”) in the City.

C. Broadway Station Metropolitan District No. 3 has issued its General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019A (the “Series 2019A Bonds”) in the original principal amount of \$46,800,000 and its Subordinate (Convertible to Senior) Capital Appreciation (Convertible to Current Interest) General Obligation Bonds, Series 2019B (the “Series 2019B Bonds” and together with the Series 2019A Bonds, the “Series 2019 Bonds”) in the original principal amount of \$41,401,946.80. The Series 2019 Bonds were issued in part to fund “Reimbursable Project Costs” (as such term is defined herein). As of July 31, 2022, the Series 2019A Bond Project Fund has a balance of \$12,418,375.85, and the Series 2019B Bond Project Fund has a balance of \$11,545,399.00, each of which Bond Project Funds may be requisitioned and disbursed to pay Reimbursable Project Costs (the Series 2019 Bond Project Funds together, the “Bond Funds”). Uses of the Bond Funds are governed by an Indenture of Trust (Senior) between Broadway Station Metropolitan District No. 3 and UMB Bank, N.A, as Trustee, dated December 4, 2019, and an Indenture of Trust (Subordinate) between Broadway Station Metropolitan District No. 3 and UMB Bank, N.A, as Trustee, dated December 4, 2019 (together, the “Indentures”).

D. The District, Broadway Station Metropolitan District No. 2, Broadway Station Metropolitan District No. 3 and BSP are parties to a certain Reimbursement Agreement for Public Infrastructure Funding dated as of October 1, 2017, as amended (the “Reimbursement Agreement”).

E. The District and BSP seek to have BSP provide a loan to the District to pay for public improvements provided that the District will reimburse BSP from the Bond Funds in accordance with the terms of this Agreement.

Agreement

In consideration of the terms and conditions set forth in this Agreement, the adequacy and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. Loan. BSP hereby agrees, subject to the terms and conditions of this Agreement, to make a loan to the District (the “Loan”) in the aggregate principal amount of Ten Million and no/100 Dollars (\$10,000,000.00).

2. Interest. Interest on the outstanding principal balance of the Loan shall accrue at an annual rate of eight percent (8%), subject to the delivery of a reasonableness opinion as to rate and terms of the Loan from an underwriter, investment banker or public finance advisor having the qualifications and in conformance with the requirements set forth in the Service Plan; shall compound on an annual basis; and shall be calculated as described in Section 6 below. The Parties shall determine the interest rate applicable to the unpaid principal balance of the Loan based on the foregoing.

3. Note. The Loan shall be evidenced by a Promissory Note (each, a “Note”) for each disbursement as set forth in Section 4 below dated as of the date of such disbursement and will be paid in accordance with the payment terms set forth in the Note and this Agreement.

4. Disbursements. BSP shall make and the District shall accept disbursements of the Loan as follows:

a. On the Loan Closing Date, BSP shall disburse to the District, in an account designated by the District, the amount of Three Million and no/100 Dollars (\$3,000,000.00) (the “First Disbursement”).

b. Thirty (30) days after the Loan Closing Date or on such earlier date as the District may request of BSP (the “Second Draw Date”), BSP shall disburse to the District the remaining Seven Million and no/100 Dollars (\$7,000,000.00) of the Loan (the “Second Disbursement”).

5. Use of Loan Proceeds. The District shall use the proceeds of the Loan to pay invoices from contractors and vendors for “Reimbursable Project Costs” as such term is defined in the Redevelopment Agreement dated October 18, 2017 between the District and the Denver Urban Renewal Authority.

6. Calculation of Interest. Interest on the Loan shall be computed on an annual (ACT/360) basis and shall accrue as of the Note disbursement date; that is, by applying the ratio of the interest rate over a year of 360 days and then multiplying such ratio by the product of the outstanding principal balance and the actual number of days the principal balance is outstanding. Interest on each Note shall be separately calculated for purposes of determining the aggregate unpaid principal balance on the Note and shall compound annually from the Note disbursement date.

7. Repayment

a. The balance of any Note amounts outstanding, together with any interest thereon, shall be paid to BSP exclusively from Bond Funds on March 31, 2023 (the “Maturity Date”). The District shall take such steps as are necessary under the Indentures to requisition such amounts from the Trustee such that such amounts are repaid to BSP on the Maturity Date.

b. The District shall have the right to prepay the amount of Five Million and no/100 Dollars (\$5,000,000.00) of the Loan, together with interest thereon, at any time between the Second Draw Date and sixty (60) days after the Second Draw Date, without penalty. The District shall have no other right to prepay the Loan. Any such prepayment shall be applied first to interest accruals on the Notes, then to the outstanding principal balance on the First Note, and then to the outstanding principal balance on the Second Note.

c. The District covenants and agrees, and BSP so acknowledges, that its obligation to repay the Loan in accordance with the provisions of this Agreement is a binding obligation of the District enforceable against the District payable exclusively from the available proceeds of Bond Funds. The District further covenants and agrees that it will take all commercially reasonable good faith efforts to requisition the Bond Funds in accordance with the terms of the Indentures in order to repay the Loan.

8. Covenants of the District. The District covenants and agrees that during the Term of the Loan, the District shall not, without the prior written approval of BSP, (a) borrow any funds from any other sources; (b) requisition any amounts from the Bond Funds that would reduce the Bond Funds to an amount less than all amounts then outstanding on the Loan and to become due on the Maturity Date (the "Minimum Funds Balance"); or (c) pledge any of the Bond Funds as a source of repayment for any purpose that would reduce the Bond Funds to an amount less than the Minimum Funds Balance.

9. Representations. Each Party hereby represents and warrant to and for the benefit of the other Party:

a. That it has the full power and legal authority to enter into this Agreement;

b. That neither the execution and delivery of this Agreement nor compliance with any of the terms, covenants or conditions of this Agreement is or shall become a default under any other agreement or contract to which it is a party or by which it is or may be bound;

c. that it has taken or performed all requisite acts or actions which may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement; and

These representations and warranties are made as of the date hereof and shall be deemed continually made by and between the Parties for the entire Term of this Agreement.

10. Term. The term of this Agreement ("Term") shall end on the date (i) of repayment of all amounts due and owing under the Loan made hereunder or (ii) that is forty (40) years after the Effective Date, whichever date occurs first.

11. Defaults and Remedies.

a. An "Event of Default" of this Agreement shall have occurred (i) if either of the Parties fail to perform any other responsibility, obligation or agreement to be performed in accordance with the provisions of this Agreement, provided, however, that the District's

responsibilities hereunder shall be limited to those obligations and agreements expressly set forth in Sections 7 and 8 above, and (ii) if such failure of performance continues for a period of five (5) days following written notice of default from another Party or such additional period of time as may reasonably be required to cure such default; provided, however, that the curative action is commenced within such thirty-day period and is diligently and continuously pursued to completion. Upon the occurrence of an Event of Default, the non-defaulting Party at its option, may elect (a) to treat this Agreement as remaining in full force and effect, or (b) to terminate this Agreement as of any specified date.

b. The non-defaulting Party shall be entitled to bring an action for specific performance only and to recover reasonable attorney fees for any uncured breach of this Agreement. None of the remedies provided under this Agreement shall be required to be exercised as a prerequisite to seeking any other relief to which such Party may then be entitled. The rights and remedies of the Parties under the Agreement are cumulative, and the exercise of any one or more of such rights shall not preclude the exercise of any other right or remedy for any other default at the same or different times. Any delay in asserting any right or remedy under the Agreement shall not operate as a waiver of any such right or limit such rights in any way.

12. Miscellaneous Provisions

a. Titles of Sections. Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

b. No Third-Party Beneficiary. No third-party beneficiary rights shall be created in favor of any person not a Party to this Agreement, unless the Parties mutually agree otherwise in writing.

c. Applicable Law and Venue. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, including in particular the Supplemental Public Securities Act, C.R.S. 11-57-201 et seq., the applicable provisions of which are incorporated herein by this reference. Venue shall be exclusive to the State District Court in and for the City.

d. Assignment and Note Transfer. Neither this Agreement nor the Note shall be transferable or assignable by any of the Parties without the prior written consent of the other Party. The Loan and each Note are subject to the Colorado Division of Securities Interpretive Order No. 06-IN-001, and any transfer of a Note shall be permitted only to the extent that (i) the Note has been registered under the Colorado Municipal Bond Supervision Act, C.R.S. 11-59-101 et seq. (the "Bond Supervision Act") or (ii) an exemption from registration has been duly filed in accordance with requirements of the Bond Supervision Act.

e. Binding Effect. This Agreement shall be binding on the Parties, their authorized successors and assigns.

f. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under present or future laws effective during the Term, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; provided, however, that the Parties will, if practicable, attempt to substitute alternative language for any severed provision to effect the intent of the Parties, but failure of such attempt shall not invalidate this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by the severance of such provision from this Agreement.

g. Amendments. This Agreement may be amended, in whole or in part, by written instrument executed by the Parties. Each amendment, which is in writing and signed and delivered by the Parties, shall be effective to amend the provisions hereof.

h. Entirety. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces in their entirety any prior agreements, understandings, warranties or representations between the Parties with respect to the subject matter hereof.

i. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

j. Notices. A notice or demand made under this Agreement by either Party to the other Party shall be in writing and shall be deemed sufficiently given if delivered in person, by prepaid overnight express mail or national overnight courier service, or if forwarded by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the District:

Broadway Station Metropolitan District No. 1
c/o CliftonLarsonAllen
8390 E. Crescent Parkway, #300
Englewood, CO 80111

With a copy to:

Paul R. Cockrel
Cockrel Ela Glesne Greher and Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

To BSP

Broadway Station Partners, LLC
c/o Tom Rini
40 Falls Creek Circle
Moreland Hills, Ohio
44022

With a copy to:

Kaplan Kirsch & Rockwell
1675 Broadway, Suite 2300
Denver, Colorado 80202
Attn: Sarah Rockwell
srockwell@kaplankirsch.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BROADWAY STATION
METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

By: _____
Secretary

Date: _____

(S E A L)

BROADWAY STATION
METROPOLITAN DISTRICT NO. 3

By: _____
President

Attest:

By: _____
Secretary

Date: _____

(S E A L)

BROADWAY STATION PARTNERS, LLC

By: _____
Managing Member

Date: _____

From: Brian Thielen <Brian_Thielen@matrixdesigngroup.com>
Sent: Thursday, August 18, 2022 1:45 PM
To: Mark Tompkins <mark@straeadvisoryservices.com>
Cc: Tom Berger <tom_berger@matrixdesigngroup.com>; Paul Cockrel <pcockrel@cegrlaw.com>
Subject: RE: List of COs

Mark-

Below is a list of the CO's related to the current open contracts:

BWS Filing 3 Overlot Grading:

This contract does NOT have any existing change orders, however, we plan to add the Filing 4 Overlot Grading scope into this contract in the near future.

BWS Filing 3 Infrastructure:

CHANGE ORDER #1: Changes to Substantial Completion Date	LS	1.0	\$ -	\$
CHANGE ORDER #2: Storm Sewer Changes	LS	1.0	\$ 32,825.00	\$
CHANGE ORDER #3: Pavement Thickness Changes	LS	1.0	\$ 44,988.90	\$
CHANGE ORDER #4: Waterline in Mississippi	LS	1.0	\$ 58,223.20	\$
CHANGE ORDER #5: RR Water Crossing Shoring	LS	1.0	\$ 35,000.00	\$
CHANGE ORDER #6: Material Cost Increases & Traffic Control	LS	1.0	\$ 4,055.60	\$
CHANGE ORDER #7: SDMH(57) Remove & Replace	LS	1.0	\$ 16,500.00	\$
CHANGE ORDER #8: SAN for SPB Elevator Grease Trap	LS	1.0	\$ 26,784.00	\$
CHANGE ORDER #9: Contract Term Extension	LS	1.0	\$ -	\$
CHANGE ORDER #10: Mississippi Waterline Changes	LS	1.0	\$ 32,799.65	\$
CHANGE ORDER #11: Extended Overhead & Misc Pricing	LS	1.0	\$ 208,616.89	\$
CHANGE ORDER #12: Filing 4 DIP	LS	1.0	\$ 331,848.38	\$
				\$

*Please note that we plan to add the Filing 4 Infrastructure scope into this contract in the near future.

BWS KYB:

CHANGE ORDER #1: Sheet Pile Wall Obstructions	LS	1.00			\$
CHANGE ORDER #2: Sheet Pile Wall Deductions	LS	1.00			\$
CHANGE ORDER #3: Sheet Pile Wall Obstructions 2	LS	1.00			\$
CHANGE ORDER #4: Slope Paving	CY	12.00	906.41	\$	10,876.92
CHANGE ORDER #5: Relay Rip Rap	CY	432.00	57.76	\$	24,952.32
CHANGE ORDER #6: Sheet Pile Wall Obstructions 3	LS	1.00			\$
CHANGE ORDER #7: Cutoff Wall & Slope Stabilization	LS	1.00			\$
CHANGE ORDER #8: Sheet Pile Wall Obstructions 4	LS	1.00			\$
CHANGE ORDER #9: Sheet Pile Wall Obstructions 5	LS	1.00			\$
CHANGE ORDER #10: Type 9 Barrier					
<i>Concrete Guardrail Type 9 (Style CE)</i>	LF	540.00	172.01	\$	92,885.40
<i>End Transition GR9-GR3</i>	EA	1.00	3,398.79	\$	3,398.79
<i>Bridge/Wall Safety Rail</i>	LF	884.00	12.05	\$	10,652.20
<i>Mobilization</i>	LS	1.00	2,775.00	\$	2,775.00
CHANGE ORDER #11: Art	LS				
<i>Structure Excavation</i>	CY	52.00	124.49	\$	6,473.30
<i>Structure Backfill (Class 2)</i>	CY	42.00	123.83	\$	5,200.93
<i>Caisson Water Management</i>	EA	1.00	11,319.25	\$	11,319.25
<i>Caisson Access Pad</i>	EA	1.00	3,484.18	\$	3,484.18
<i>Drilled Shaft (24-Inch)</i>	LF	212.00	542.93	\$	115,102.07
<i>Structural Steel Art</i>	EA	1.00	1,635,497.83	\$	1,635,497.83
<i>Concrete Class D (Art)</i>	CY	22.00	1,883.74	\$	41,442.21
<i>Reinforcing Steel</i>	LB	3,954.00	1.98	\$	7,812.31
<i>Pedestrian Rail (Bridge)</i>	LF	187.00	344.27	\$	64,377.84
<i>LCC w/ Meter Ped & Disconnect</i>	EA	1.00	36,630.00	\$	36,630.00
<i>Pullbox S1 - (12x10x6)</i>	EA	12.00	2,220.00	\$	26,640.00
<i>Pullbox S2 - (13x24x12)</i>	EA	9.00	1,526.25	\$	13,736.25
<i>Surface Mounted 2-Gang J-Box</i>	EA	4.00	1,387.50	\$	5,550.00
<i>1/2-Inch GRC</i>	LF	200.00	83.25	\$	16,650.00
<i>1-Inch GRC</i>	LF	105.00	72.15	\$	7,575.75
<i>1-1/4 Inch Elec Conduit (Plastic)</i>	LF	540.00	27.75	\$	14,985.00
<i>2-Inch Elec Conduit (Plastic)</i>	LF	85.00	18.87	\$	1,603.95
<i>3-Inch Elec Conduit (Plastic)</i>	LF	50.00	24.42	\$	1,221.00
<i>3-Inch Elec Conduit (Bored)</i>	LF	170.00	31.08	\$	5,283.60
<i>6-Inch PVC Sleeve</i>	EA	2.00	1,221.00	\$	2,442.00
<i>4-Inch PVC Sleeve</i>	EA	2.00	777.00	\$	1,554.00
<i>3-Inch Expansion Coupler</i>	EA	4.00	610.50	\$	2,442.00
<i>1-1/2 Inch Expansion Coupler</i>	EA	2.00	471.75	\$	943.50
<i>Luminaire (LED Linear)(Bridge)</i>	LF	800.00	233.10	\$	186,480.00
<i>Luminaire (LED Linear)(Obelisk)</i>	LF	160.00	233.10	\$	37,296.00
<i>Luminaire (LED)(6600 Lumens)</i>	EA	4.00	3,718.50	\$	14,874.00
<i>Luminaire (LED)(Underdeck)</i>	EA	4.00	3,607.50	\$	14,430.00
<i>Wiring</i>	EA	1.00	18,870.00	\$	18,870.00
<i>Mobilization (Architectural)</i>	EA	1.00	69,307.63	\$	69,307.63
MOBILIZATION INDIRECTS	EA	1.00	255,626.33	\$	255,626.33
CHANGE ORDER #12: Sheet Pile Wall Obstructions 6	LS	1.00			\$
CHANGE ORDER #13: Deduction for Concrete					

*Please note we plan to add the 5th lane scope to the contract in the near future. Additionally, I will be processing a change order to add the traffic control for the art installation (CO#22) soon as well.

There is also an open contract for the Filing 1 Landscape & Hardscape, however, the only scope remaining in that contract is the monthly grounds maintenance, which will conclude at the end of this year.

We also have a contract for the Filing 3 Landscaping, but that contract is not fully executed and the NTP for the project has been pushed to next year.

Please let me know if I missed anything or if you have any questions. Thanks,



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From: Mark Tompkins <mark@straeadvisoryservices.com>
Sent: Monday, August 15, 2022 1:11 PM
To: Brian Thielen <Brian.Thielen@matrixdesigngroup.com>
Cc: Tom Berger <tom_berger@matrixdesigngroup.com>; Mr. Paul Cockrel <pcockrel@cegllaw.com>
Subject: List of COs

Brian,

In discussing the recent COs with Tom and Paul (BSMD's general counsel), it has been brought to my attention that we will need BSMD's board to ratify all previously executed COs. Can you provide a list of COs for the active contracts?

I think it can be a cut and paste of the CO section on each PayApp's SOV. But let me know if you think that may not provide sufficient detail.

Thanks,

Mark Tompkins, CRE | Principal | **STRAE ADVISORY SERVICES** | M: 303.621.5614 | mark@straeadvisoryservices.com

