

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
Fax: (303) 987-2032  
Website: <https://southlandsmid1.colorado.gov/>

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2023/May 2023
Joyce Rocha	Secretary	2023/May 2023
April Elliott	Treasurer	2025/May 2025
<b>VACANT</b>		2025/May 2023
<b>VACANT</b>		2023/May 2023

**DATE:** May 10, 2022  
**TIME:** 9:30 a.m.  
**PLACE:** Zoom Meeting

*This meeting will be held via zoom meeting and can be joined through the directions below:*

<https://us02web.zoom.us/j/86862864447?pwd=MFZKTzgrM0JkdjZEVzIreUU0OWJvQT09>

**Phone:** 1 (346) 248-7799

**Meeting ID:** 868 6286 4447

**Passcode:** 304051

**One tap mobile:** +13462487799,,86862864447#,,, \*304051#

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

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C. Discuss results of the cancelled of May 3, 2022 Regular Directors' Election (enclosure).

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D. Consider appointment of Officers:

President \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Secretary \_\_\_\_\_  
Asst. Secretary \_\_\_\_\_  
Asst. Secretary \_\_\_\_\_  
Asst. Secretary \_\_\_\_\_  
\_\_\_\_\_

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

\_\_\_\_\_

III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

\_\_\_\_\_

IV. LEGAL MATTERS

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

V. OPERATIONS AND MAINTENANCE

A. Discuss status of the mulch proposal.

\_\_\_\_\_

B. Review and consider approval of proposal from MR/Westco Inc. for graffiti removal, in the amount of \$920 (enclosure).

\_\_\_\_\_

VI. CAPITAL IMPROVEMENTS

A. Discuss the Median Renovation Project.

\_\_\_\_\_

1. Review bids (enclosures).

\_\_\_\_\_

2. Authorize issuance of Notice of Award, Notice to Proceed and Contract.
- 

VII. OTHER MATTERS

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

- VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 21, 2022**

**NOTICE OF CANCELLATION OF ELECTION  
and  
CERTIFIED STATEMENT OF RESULTS**

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1**

NOTICE IS HEREBY GIVEN pursuant to § 1-13.5-513(6), C.R.S., that, at the close of business on February 28, 2022, there were not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, for Southlands Metropolitan District No. 1 (the “**District**”). Therefore, the election for the District to be held on May 3, 2022 is hereby cancelled.

The following candidates are declared elected by acclamation:

April L. Elliot Until May 2025

Joyce Rocha Until May 2025

The following offices remain vacant:

VACANT Until May 2025

VACANT Until May 2023

/s/ Ashley B. Frisbie  
Designated Election Official

Contact Person for Districts:

K. Sean Allen, Esq.  
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law  
2154 E. Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
(303) 858-1800

PUBLISHED IN: *Aurora Sentinel*  
PUBLISHED ON: April 14<sup>th</sup>, 2022

**MR/Westco Inc.**

Denver, CO 80237

# PROPOSAL

Date	Estimate #
5/3/2022	12308

Name / Address
<i>Southlands Metro District 1 23901 E Orchard Road Aurora, CO 80016</i>

Property
<i>Southlands Metro District 1 23901 E Orchard Road Aurora, CO 80016</i>

Item	Description	Qty	Rate	Total
<i>22 Specialty</i>	<i>04/21/2022 - West Detention Pond - Proposal for Mr. Nick Moncada: Graffiti Clean/remove/polish any graffiti/adhesive/foreign materials from designated concrete structure</i>		<b>920.00</b>	<b>920.00</b>

Phone #	Fax #	E-mail
(303) 708-1833	(303) 756-0218	Scheduling@mrwestco.com

<b>Total</b>	<b>\$920.00</b>
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BID TAB - Southlands No. 1 Median Landscape Renovation

Bid Opening: April 29, 2022

ITEM	DESCRIPTION	UNIT	QTY	Engineers Estimate		AVERAGE BIDS		CDI		Keesen		LandTech	
				Unit Cost	Total Cost	Avg. Unit Cost	Avg. Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	Mobilization	LS	1	\$ 47,500.00	\$ 47,500.00	\$ 12,059.68	\$ 12,059.68	\$ 14,670.00	\$ 14,670.00	\$ 17,919.00	\$ 17,919.00	\$ 3,590.03	\$ 3,590.03
A1	Traffic control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 64,903.48	\$ 64,903.48	\$ 76,500.00	\$ 76,500.00	\$ 24,731.00	\$ 24,731.00	\$ 93,479.43	\$ 93,479.43
A3	Site preparation and demolition	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 101,857.58	\$ 101,857.58	\$ 114,650.00	\$ 114,650.00	\$ 125,000.00	\$ 125,000.00	\$ 65,922.73	\$ 65,922.73
A4	Tree retention and protection	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,644.84	\$ 7,644.84	\$ 8,200.00	\$ 8,200.00	\$ 2,785.00	\$ 2,785.00	\$ 11,949.52	\$ 11,949.52
A5	Erosion and sediment control	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 14,502.27	\$ 14,502.27	\$ 16,520.00	\$ 16,520.00	\$ 8,559.00	\$ 8,559.00	\$ 18,427.80	\$ 18,427.80
A6	Irrigation modification	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 72,053.24	\$ 72,053.24	\$ 154,600.00	\$ 154,600.00	\$ 12,000.00	\$ 12,000.00	\$ 49,559.72	\$ 49,559.72
A7	Wyoming red rock	SF	13,860	\$ 1.75	\$ 24,255.00	\$ 2.32	\$ 32,109.00	\$ 2.45	\$ 33,957.00	\$ 1.64	\$ 22,730.40	\$ 2.86	\$ 39,639.60
A8	Black granite	SF	4,000	\$ 3.00	\$ 12,000.00	\$ 3.27	\$ 13,080.00	\$ 3.35	\$ 13,400.00	\$ 3.96	\$ 15,840.00	\$ 2.50	\$ 10,000.00
A9	Crusher fines	SF	50,750	\$ 5.00	\$ 253,750.00	\$ 2.82	\$ 143,115.00	\$ 4.65	\$ 235,987.50	\$ 1.65	\$ 83,737.50	\$ 2.16	\$ 109,620.00
A10	Landscape edger	LF	6,600	\$ 7.50	\$ 49,500.00	\$ 8.22	\$ 54,252.00	\$ 8.65	\$ 57,090.00	\$ 7.54	\$ 49,764.00	\$ 8.47	\$ 55,902.00
A11	Arctostaphylos uva-ursi (#1)	EA	255	\$ 25.00	\$ 6,375.00	\$ 32.21	\$ 8,214.40	\$ 26.00	\$ 6,630.00	\$ 27.11	\$ 6,913.05	\$ 43.53	\$ 11,100.15
A12	Hemerocallis 'hyperion' (#1)	EA	444	\$ 25.00	\$ 11,100.00	\$ 24.56	\$ 10,906.12	\$ 26.00	\$ 11,544.00	\$ 17.31	\$ 7,685.64	\$ 30.38	\$ 13,488.72
A13	Hesperaloe parviflora (#1)	EA	272	\$ 25.00	\$ 6,800.00	\$ 37.47	\$ 10,190.93	\$ 26.00	\$ 7,072.00	\$ 39.34	\$ 10,700.48	\$ 47.06	\$ 12,800.32
A14	Echinacea purpurea 'rubinstern' (#1)	EA	80	\$ 25.00	\$ 2,000.00	\$ 24.73	\$ 1,978.13	\$ 26.00	\$ 2,080.00	\$ 17.09	\$ 1,367.20	\$ 31.09	\$ 2,487.20
A15	Echinacea purpurea 'white swan' (#1)	EA	31	\$ 25.00	\$ 775.00	\$ 25.93	\$ 803.83	\$ 26.00	\$ 806.00	\$ 18.94	\$ 587.14	\$ 32.85	\$ 1,018.35
A16	Miscanthus sinensis 'variegatus' (#5)	EA	232	\$ 70.00	\$ 16,240.00	\$ 62.76	\$ 14,559.55	\$ 53.00	\$ 12,296.00	\$ 62.97	\$ 14,609.04	\$ 72.30	\$ 16,773.60
A17	Rosa, shrub 'double knock out' (#5)	EA	185	\$ 65.00	\$ 12,025.00	\$ 61.06	\$ 11,296.10	\$ 53.00	\$ 9,805.00	\$ 55.14	\$ 10,200.90	\$ 75.04	\$ 13,882.40
A18	Rhus aromatica 'gro-low' (#5)	EA	54	\$ 50.00	\$ 2,700.00	\$ 57.94	\$ 3,128.58	\$ 53.00	\$ 2,862.00	\$ 52.83	\$ 2,852.82	\$ 67.98	\$ 3,670.92
A19	Schizachyrium scorparium (#5)	EA	340	\$ 70.00	\$ 23,800.00	\$ 56.78	\$ 19,306.33	\$ 53.00	\$ 18,020.00	\$ 55.64	\$ 18,917.60	\$ 61.71	\$ 20,981.40
A20	Syringa patula 'miss kim' (#5)	EA	42	\$ 55.00	\$ 2,310.00	\$ 61.41	\$ 2,579.36	\$ 53.00	\$ 2,226.00	\$ 57.17	\$ 2,401.14	\$ 74.07	\$ 3,110.94
A21	Pennisetum orientale 'karley rose' (#5)	EA	73	\$ 70.00	\$ 5,110.00	\$ 60.64	\$ 4,426.48	\$ 53.00	\$ 3,869.00	\$ 55.64	\$ 4,061.72	\$ 73.27	\$ 5,348.71
A22	Potentilla fruticosa 'gold drop' (#5)	EA	99	\$ 50.00	\$ 4,950.00	\$ 53.88	\$ 5,334.12	\$ 53.00	\$ 5,247.00	\$ 48.78	\$ 4,829.22	\$ 59.86	\$ 5,926.14
	<b>TOTAL BID</b>				\$ 661,190.00		\$ 608,301.01		\$ 808,031.50		\$ 448,191.85		\$ 568,679.68

NOTE: Keesen \$448,301.00 and LandTech \$568,548.16 submitted bids that contained slight rounding errors. Corrected amounts based on unit cost x quantity are calculated above.



**ARCHITERRA GROUP**  
 5881 south deframe st.  
 littleton, colorado 80127  
 303.948.0766 fax.948.0977  
 www.architerragroup.com

**Southlands No. 1 Median Landscape Renovation**

Southlands Metropolitan District No. 1

Bid Form March 11, 2021

**Bid Schedule - Medians**

Item #	Item	Qty	Unit	Unit Cost	Total Cost
A1	Mobilization	1	LS	\$3,590.03	\$3,590.03
A2	Traffic control	1	LS	\$93,479.43	\$93,479.43
A3	Site preparation and demolition	1	LS	\$65,922.73	\$65,922.73
A4	Tree protection and retention	1	LS	\$11,949.52	\$11,949.52
A5	Erosion and sediment control	1	LS	\$18,427.80	\$18,427.80
A6	Irrigation modification	1	LS	\$49,559.72	\$49,559.72
A7	Wyoming red rock	13,860	SF	\$2.86	\$39,673.19
A8	Black granite	4,000	SF	\$2.50	\$9,982.30
A9	Crusher fines	50,750	SF	\$2.16	\$109,438.69
A10	Landscape edger	6,600	LF	\$8.47	\$55,932.86
A11	Arctostaphylos uva-ursi (#1)	255	EA	\$43.53	\$11,100.06
A12	Hemerocallis 'hyperion' (#1)	444	EA	\$30.38	\$13,490.09
A13	Hesperaloe parviflora (#1)	272	EA	\$47.06	\$12,800.02
A14	Echinacea purpurea 'rubinstern' (#1)	80	EA	\$31.09	\$2,487.12
A15	Echinacea purpurea 'white swan' (#1)	31	EA	\$32.85	\$1,018.46
A16	Miscanthus sinensis 'variegatus' (#5)	232	EA	\$72.30	\$16,774.19
A17	Rosa, shrub 'double knock out' (#5)	185	EA	\$75.04	\$13,881.98
A18	Rhus aromatica 'gro-low' (#5)	54	EA	\$67.98	\$3,670.88
A19	Schizachyrium scorparium (#5)	340	EA	\$61.71	\$20,983.01
A20	Syringa patula 'miss kim' (#5)	42	EA	\$74.07	\$3,110.82
A21	Pennisetum orientale 'karley rose' (#5)	73	EA	\$73.27	\$5,348.94
A22	Potentilla fruticosa 'gold drop' (#5)	99	EA	\$59.86	\$5,926.32

**TOTAL BID - MEDIANS**

Five hundred and sixty-eight thousand five hundred and forty eight dollars with sixteen cents

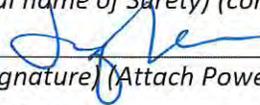
(WRITTEN IN WORDS)

\$568,548.16

(IN NUMBERS)

Unit price total bid to include Bid Schedule for all materials and labor needed to construct the project according to the attached plans and specifications. The total bid shall also include bonding and insurance.

**BID BOND**

<p><b>Bidder</b>                  Name: <b>Landtech Contractors, Inc.</b>                  Address (principal place of business):  <b>525 Laredo Street, Aurora, CO 80011</b></p>	<p><b>Surety</b>                  Name: <b>Employers Mutual Casualty Company</b>                  Address (principal place of business):  <b>P.O. Box 712, Des Moines, IA 50306</b></p>
<p><b>Owner</b>                  Name: <b>Southlands Metropolitan District No. 1</b>                  Address (principal place of business):  <b>c/o Special District Management Services, Inc.</b>  <b>141 Union Blvd., Suite 150</b>  <b>Lakewood, Colorado 80228</b>                  Phone: <b>(303) 987-0835</b></p>	<p><b>Bid</b>                  Project (name and location):  <b>Southlands No. 1 Median Improvements</b>  <b>Aurora, CO</b>                    Bid Due Date: <b>April 29, 2022</b></p>
<p><b>Bond</b>                  Bond Amount: <b>10% of contract</b>                  Date of Bond: <b>April 26, 2022</b></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b>  <b>Landtech Contractors, Inc.</b>                  (Full formal name of Bidder)</p>	<p><b>Surety</b>  <b>Employers Mutual Casualty Company</b>                  (Full formal name of Surety) (corporate seal)</p>
<p>By: <u></u>                  (Signature)</p>	<p>By: <u></u>                  (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Larry D. Overley</u>                  (Printed or typed)</p>	<p>Name: <u>Jennifer Naber</u>                  (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u>                  (Signature)</p>	<p>Attest: <u></u>                  (Signature)</p>
<p>Name: <u>CRAIG C Mowers</u>                  (Printed or typed)</p>	<p>Name: <u>Jenny Robillard</u>                  (Printed or typed)</p>
<p>Title: <u>Sec</u></p>	<p>Title: <u>Witness</u></p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	

SECTION 435

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

SECTION 435

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**JENNIFER NABER**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

#### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

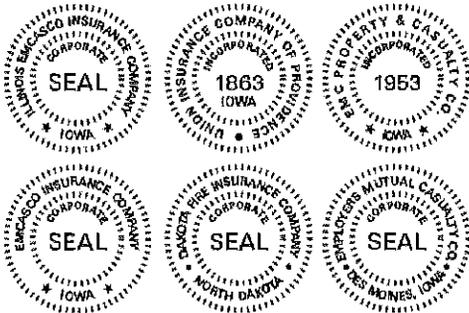
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



*Scott R. Jean*  
\_\_\_\_\_  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
\_\_\_\_\_  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of April, 2022.

*James D. Clough*  
\_\_\_\_\_  
Vice President

## **Southlands No. 1 Median Landscape Renovation**

### List of Proposed Subcontractors

- Colorado Barricade
- Bedrock Slingers

### List of Proposed Suppliers

- Triton Environmental
- CPS Distributors
- Ewing Irrigation and Landscape Supply
- Site One Landscape Supply

## **Southlands No. 1 Median Landscape Renovation**

### Contract Times

Landtech Contractors proposes to have the project completed in 60 calendar days

Proposed starting date = 9-1-2022

Proposed finishing date = 10-31-2022



## **Mission Statement.**

Our mission is to proudly provide the highest level of quality landscape services at competitive prices. We will strive to establish long-term relationships with our clients by exceeding their expectations through exceptional performance and service by every member of our team. We pledge to maintain the highest levels of professionalism, integrity, and fairness in our relationships with our clients, employees, suppliers, subcontractors, and professional associates. Our commitment to these principles shall afford opportunities for our employees and growth for our company.

**Q:** Why Landtech Contractors, Inc.?

**A:** It is our people, a staff of professional managers, supervisors, estimators, technicians and installers that are the distinguishing trademark between Landtech Contractors, Inc. and other companies that offers similar services.

Landtech strives to offer the best service at a competitive price. It has always been our company policy to include all items in a bid to avoid a misunderstanding with the customer later.

It is Landtech Contractors, Inc. commitment to excellence in service and quality workmanship that has perpetuated our repeat business and referrals.

- Excellent Customer Service
- Quality Workmanship
- Honesty
- Integrity
- Reliability

**DENVER HEADQUARTERS:** 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518

**COLORADO SPRINGS DIVISION:** 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577

**LOVELAND DIVISION:** 6397 Aviation Cir Loveland, CO 80538 Phone: (970) 287-1465



## **Summary of Qualifications**

- Since 1987, Landtech Contractors, Inc. has been serving the commercial and maintenance market throughout Colorado, with offices located in Aurora (corporate), Colorado Springs, and Loveland.
- Landtech provides a full line of landscape and irrigation services to the private and public sectors for all segments of the commercial construction industry. In addition, our services include new installations, renovations, maintenance, snow removal, reclamation and design/build.
- At Landtech, we can efficiently service your needs in a timely manner with our modern fleet of equipment and large work force.
- Landtech has one of the lowest bonding rates in the industry as well as very low workman's comp.
- Our focus on customer service ensures that phone calls will be returned promptly, that change orders will be priced quickly, that projects will be completed on schedule, and that warranty and punch list items will be handled in a timely manner. We are happy to provide value engineering suggestions as well as assist with project budgeting.
- Landtech can provide CPM construction schedules using Microsoft Project software.
- At Landtech, safety is a mind-set, not an afterthought. Our safety program includes weekly, documented meetings as well as procedures to be followed in the event of an accident.

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**LOVELAND DIVISION:** 6397 Aviation Cir Loveland, CO 80538 Phone: (970) 287-1465



## **Corporate Information**

**525 North Laredo Street  
Aurora, CO 80011  
Phone: (303) 344-4465  
Fax: (303) 344-1518**

**YEARS IN BUSINESS:** Since June 1987

**DATE OF INCORPORATION:** March 1, 1994, Colorado

**FEDERAL I.D. NUMBER:** 84-1260221

**STATE I.D. NUMBER:** 23-35371

**CORPORATE OFFICERS:** Larry D. Overley, CLP, President / CEO  
Kevin Overley, VP of Sales/Marketing  
Adam Mitocky, Chief Operating Officer  
Hermine Schechs, Chief Financial Officer  
Heath Holmes-Controller

**BANKING:** UMB Bank  
1670 Broadway  
Denver, CO 80202  
Greg Hottman (303) 839-2217

**BONDING / INSURANCE:** Forsberg Engerman Company  
3575 S. Sherman Street  
Englewood, CO 80110  
Craig Mowers, Agent (303) 762-1717  
Bonding \$10M Single Project, \$20M Aggregate  
Insurance / Liability \$ 5,000,000.00

**DUN AND BRADSTREET:** 929466183

**LICENSES:** Holder of all required state and local licenses.  
Please contact us for additional information.

**FINANCIAL INFORMATION:** Audited financial statement is available upon request.

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## Projects Completed or In Progress

Project Name: Larkridge Apartments  
Location: Thornton, CO  
Owner: Pedcor Investments  
General Contractor: Pedcor Construction Mgmt.  
Contact: (317) 587-0320  
Contract Amount: \$834,036.00  
Completion Date: 2020

Project Name: Fort Carson- AFB  
Location: Colorado Springs, CO  
Owner: Western Group Family Housing  
General Contractor: Balfour Beatty Construction  
Contact: Aaron Tighe (912) 210-0289  
Contract Amount: \$1,239,148.00  
Completion Date: 2018

Project Name: Boulder Civic Park  
Location: Boulder, CO  
Owner: City of Boulder  
General Contractor: PCL Construction  
Contact: Derek D'Ardenne (303) 365-5785  
Contract Amount: \$1,266,590.00  
Completion Date: 2017

Project Name: Range View Apartment  
Location: Aurora, CO  
Owner: Range View Apartments  
General Contractor: DBG Properties. LLC  
Contact: Brian Sebastian (503) 956-4355  
Contract Amount: \$998,328.00  
Completion Date: 2020

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## Projects Completed or In Progress Continued...

Project Name: Mapleton Explore PK-8  
 Location: Thornton, CO  
 Owner: UCCS  
 General Contractor: JHL Constructors  
 Contact: Mario Cappella (303) 741-6116  
 Contract Amount: \$679,979.00  
 Completion Date: 2020

Project Name: Simon Premium Outlets  
 Location: Thornton, CO  
 Owner: Simon Property Group  
 General Contractor: Whiting Turner  
 Contact: Fernando Sanez (720) 237-0717  
 Contract Amount: \$3,161,109.00  
 Completion Date: 2018

Project Name: Springs at Castle Rock  
 Location: Castle Rock, CO  
 Owner: Continental Properties  
 General Contractor: Pavilion Construction  
 Contact: Gary Thomas (719) 313-1307  
 Contract Amount: \$733,063  
 Completion Date: In-Progress

Project Name: UC Health- Greeley  
 Location: Greeley, CO  
 Owner: UC Health  
 General Contractor: JE Dunn  
 Contact: Jason Godby (303) 994-2291  
 Contract Amount: \$942,287.00  
 Completion Date: 2019

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## Projects Completed or In Progress Continued...

Project Name: Centennial Medical Plaza  
Location: Centennial, CO  
Owner: HCA HealthONE  
Contractor: JE Dunn  
Contact: Michael Bartlett (303) 753-8988  
Contract Amount: \$479,689.00  
Completion Date: 2020

Project Name: Westminster Plaza & Streetscape  
Location: Westminster, CO  
Owner: City of Westminster  
Contractor: ECI Site Construction Management  
Contact: (720) 669-6291  
Contract Amount: \$1,239,624.00  
Completion Date: In Progress

Project Name: Viega Headquarters  
Location: Broomfield, CO  
Owner: Viega, LLC  
General Contractor: Swinerton  
Contact: Aaron Branham (702) 402-7067  
Contract Amount: \$576,195.00  
Completion Date: 2019

Project Name: Pikes Peak National Cemetery  
Location: Colorado Springs, CO  
Owner: US Department of Veteran Affairs  
General Contractor: G and C Fabcon  
Contact: Kate Furman (719) 368-9388  
Contract Amount: \$3,069,526.00  
Completion Date: 2020

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## Landtech Construction Division's Reference List

Greg Gauthier/Scott Clobes  
**Ground Logic**  
Landscape Architect  
Boulder, CO  
(303) 733-8333

Brad L. Gordon  
**Jordon Perlmutter & Co**  
General Contractor  
Denver, CO  
(303) 595-9919

Kent Weight  
**Adolfson & Peterson, Inc.**  
General Contractor  
Aurora, CO  
(303) 363-7101

Tim Balas/Brad Schmahl  
**JHL Constructors**  
General Contractor  
Englewood, CO  
(303) 741-6116

James Anderson  
**JE Dunn**  
General Contractor  
Denver, CO  
(719) 471-0217

John Norris/Josh Orth  
**Norris Design**  
Landscape Architect  
Denver, CO  
(303) 892-1166

Dave Rahm  
**Brinkmann, Construction**  
General Contractor  
Aurora, CO  
(303) 657-9700

Che Chavez  
**Haselden Construction**  
General Contractor  
Denver CO  
(303) 334-1025

Jim Pinkard  
**Pinkard Construction**  
Denver, CO  
(303) 345-2833

Kurt Munding  
**Munding Design**  
Landscape Architecture  
Lafayette, CO  
(720) 273-3884

Aaron Tighe  
**Balfour Beatty Construction**  
General Contractor  
Fort Carson, CO  
(912) 210-0289

Doug Blue  
**Cherry Creek Schools**  
School District  
Aurora, CO  
(720) 886-7300

John Meyers  
**Saunders Construction**  
General Contractor  
Centennial, CO  
(303) 699-9000

Ryan Wilson  
**PCL**  
General Contractor  
Colorado Springs, CO  
(719) 473-5321

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## **Trade References** (Short List)

### **Landscape Materials**

#### **Colorado Materials**

P.O. Box 1092  
Longmont, CO 80502-1092  
Contact: Chris Kerr  
Phone: (303) 682-2314  
[ckerr@coloradomaterialsinc.com](mailto:ckerr@coloradomaterialsinc.com)

#### **Pioneer Sand Company Inc.**

11731 No. Hwy 83  
Parker, CO 80134  
Contact: Jeff Krug  
Phone: (303) 841-3737

#### **C&C Sand**

2635 Steel Drive  
Colorado Springs, CO 80907  
Contact: Bill Johannson  
Phone: (719) 577-9900  
[Brandon.elrod@ccsand.com](mailto:Brandon.elrod@ccsand.com)

### **Irrigation Materials**

#### **CPS Distributors, Inc.**

1105 W. 122<sup>nd</sup> Avenue  
Westminster, CO 80234  
Contact: Andrea Hopp  
Phone: (303) 394-6040

#### **DBC Irrigation Supply**

5805 E. 39<sup>th</sup> Avenue  
Denver, CO 80207  
Contact: Gary Patterson  
Phone: (303) 295-1777

### **Plant Materials**

#### **Harmony Gardens**

4315 East Harmony Rd.  
Ft. Collins, CO 80525  
Contact: Stephanie Larsen  
Phone: (970) 226-8733

#### **Arbor Valley Nursery**

15300 E. 132<sup>nd</sup> Ave  
Brighton, CO 80601  
Contact: Matt Edmundson  
Phone: (303) 654-1682

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## **Landtech Maintenance Division Reference List**

### ***Raymond James Site***

Contact: Dorene Moreno

Contact Phone: 720-374-3158

Years Serviced: 3

Location: Meadows 16222 E. 45<sup>th</sup> Place Denver

Services Provided: Turf, Plant & Irrigation Management, Snow Management

### ***Timber Creek***

Contact: Maria Tripodi

Contact Phone: 303-694-2100

Years Serviced: 4

Location: DTC

Services Provided: Turf, Plant & Irrigation Management, Snow management

### ***Norfolk Street, LLC***

Contact: Wayne Hill

Contact Phone: 303-341-5035

Years Serviced: 3

Location: Multiple areas – Aurora

Services Provided: Full landscape maintenance, annual flower installation and irrigation management, snow management

### ***Castle Pointe HOA***

Contact: Angie Kelly

Contact Phone: 303-381-4980

Years Serviced: 3

Location: Castle Pines

Services Provided: Turf, Plant & Irrigation Management, Snow Management

### ***Kaiser Hospital***

Contact: Jon Hachmeister

Contact Phone: 303-378-2377

Years Serviced: 8

Location: Parker

Service Provided: Turf, Plant & Irrigation Management, Snow Management

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## **Landtech Management Team**

### **Larry D. Overley, CLP** President/CEO

With over 35 years of experience in executive management, design, sales, and construction, Larry has made significant strides to make Landtech Contractors a very successful company. During a 31-year life, Landtech has risen from \$250,000.00 per year to an extremely significant area contractor with over 25 million dollars in revenue per year. The company also staffs over 300 employees during the peakseason.

Prior to establishing Landtech, Larry worked as an executive manager for a national landscape contractor managing multi-million-dollar projects across the mid-west for private, public and governmental agencies. Larry had the same commitment back then as he does today, "Excellence in service and quality workmanship".

### **Kevin Overley** VP of Sales/Marketing

Kevin has over 27 years of experience in the landscape industry both in management and construction of large commercial landscape projects. He is highly experienced in both office and field operations. Kevin holds a Bachelor of Science degree in Industrial Technology from Metropolitan State College of Denver.

### **Adam Mitocky** Chief Operating Officer

Adam has over 12 years of experience in the landscape industry. With a strong background in landscape design, Adam brings a unique perspective to Landtech's construction division, providing a detail-oriented vision to the installation process, all while demanding a safe and efficient operation. Adam holds a Bachelor of Science in Landscape Architecture from The Ohio State University.

### **Hermine Schechs** Chief Financial Officer

Hermine has 37 years of experience in accounting and management. She has successfully re-organized our accounting system, re-enforced internal controls and established a great communication with her staff and upper management. Her commitment and dedication to Landtech is an asset to our company.

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## **Landtech Team Continued...**

### **Heath Holmes**

Controller

Heath joined the Landtech team in April 2019 and brings over 15 years of finance, accounting and financial software deployment experience. Heath has worked in several industries during his career including Electrical, Plumbing and Landscape Construction as well as Building Materials, Real Estate Development and Retail. He holds Bachelor's degrees in Accounting & Finance and an MBA with an emphasis on International Management & Marketing."

### **Mark Zeylmaker**

Vice President – Southern Colorado

Mark has over 48 years in his landscape career. Beginning in the summer of 1971 and has been involved in every phase of the landscape industry. He has worked in several states and has managed and built many large, notable projects in Colorado, Wyoming, Indiana and Hawaii. His experience allows him a 'quality oriented' focus for the needs of our customers.

### **Erik Dreyer**

Superintendent - Longmont

Erik has 42 years' experience in the landscape industry, with 30 years in management. He has been with Landtech for 10 years working on major projects such as FE Warren AFB. He is dedicated to performing his work with the utmost quality and professionalism.

### **Moises Sanchez**

Superintendent - Denver

Moises has over 27 years in the landscape industry and has been employed with Landtech Contractors since 1996 as irrigation/landscape superintendent. He has been instrumental in the success of Landtech's largest projects.

### **Gabriel Suarez**

Superintendent - Denver

Gabriel has over 32 years' experience in the landscape industry. He has been with Landtech Contractors since 1990 and plays a vital role in the success of the company

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## **Landtech Team Continued...**

### **Kevin Miller**

Superintendent - Longmont

Kevin has over 20 years' experience in the landscaping industry. Working for a small family landscape firm he fell in love with landscaping/green industry. He accomplished a Bachelor of Science in Landscape Horticulture & Design and an Associate Degree in Agri-Business from Purdue University. He has had the privilege to build various large and small-scale landscape projects in several states along with experience in nursery production and landscape design

### **Garrett Allen**

General Manager of Commercial Maintenance

Garrett has over 14 years of experience in landscape maintenance. His background in golf course maintenance, parks maintenance, and commercial landscape maintenance have provided him a strong foundation in landscape management. Garrett takes pride in leading, managing, and growing teams with a strong focus on delivering the very best quality and customer service.

### **Mitchell Edwards**

Project Manager/Estimator

Mitchell has over 10 years of combined experience in project management, landscape architecture, and environmental planning, estimating and landscape construction. He achieved a Master of Science in Landscape Architecture and Master of Science in Planning from The University of Arizona. His attention to detail and overall ability to gain objective perspective from landscape construction projects, allows him to analyze projects with a comprehensive and collaborative approach ensuring positive outcomes every time.

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## **Landtech Team Continued...**

### **Fernando Lopez**

Maintenance Account Manager

Fernando has over 19 years of experience in the commercial landscape maintenance industry. He has maintained CPR, AED, OSHA and CLT Certifications since 2009. As result of his knowledge, experience and his bilingual skills. Fernando has directed and coordinated companywide safety meetings in the landscape industry. Fernando takes great pride in ensuring his clients receive the highest level of service and customer satisfaction with regards to their maintenance contracts and enhancement projects.

### **Anthony Parsons**

Irrigation and Enhancement Manager

Anthony has 14 years of experience in the landscaping industry. He is an expert in all areas of irrigation especially the utilization of "Smart Irrigation Technology". Through the years of working with industry professionals, it has been proven that "Water Management" is the way of the future. Anthony takes pride in having installed and retrofitted many systems with smart technology with the focus of preventing water waste.

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**Member**

Aurora Chamber of Commerce  
Associated Landscape Contractors of Colorado  
Associated Landscape Contractors of America  
American Society of Professional Estimators  
American Subcontractor Association  
Better Business Bureau  
BOMA  
BidNet Direct

**Company Awards**

Excellence in Landscape ALCC Merit Award 2001  
Excellence in Landscape ALCC Merit Award 2002  
Excellence in Landscape ALCC Grand Award 2004  
Excellence in Landscape ALCC Award of Excellence 2005  
Maple Leaf Award 2005  
Excellence in Landscape ALCC Award of Excellence 2006  
Excellence in Landscape ALCC Award of Excellence 2007  
Excellence in Landscape ALCC Award of Excellence 2010

**Philanthropic**

Cystic Fibrosis Foundation	American Cancer Society
Cerebral Palsy Association	Special Olympics
Safe House Denver	St. Anthony Health Foundation
Food Bank of the Rockies	Girl Scouts of America
Boy Scouts of America	Denver Children's Home
Well Spring Community	

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**BID FORM for Construction Contract**

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SECTION 410

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

- 1.01 *This Bid is submitted to: Southlands Metropolitan District No. 1.*
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Attached detailed Bid Form must be filled out in its entirety, including any optional supplemental bid items.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 *Lump Sum Bids*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 568,548.16
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## 2. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$ 568,548.16
Alternate A [Add] [Deduct]	\$ Not Applicable
Alternate B [Add] [Deduct]	\$ Not Applicable

## ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance within the number of calendar days indicated in the Agreement. Owner desires to commence the Work no later than April 15, 2022. Bidder is to provide a schedule, and note its proposed commencement date.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

1. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	3-23-2022
2	3-29-2022

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Landtech

(typed or printed name of organization)

By:

*[Signature]*

(individual's signature)

Name:

Kevin Quipley

(typed or printed)

Title:

VP

(typed or printed)

Date:

4/29/22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

*[Signature]*

(individual's signature)

Name:

Alex Robertson

(typed or printed)

Title:

Estimator

(typed or printed)

Date:

4-29-22

(typed or printed)

Address for giving notices:

525 Laredo St.  
Aurora, CO 80011

Bidder's Contact:

Name:

Alex Robertson

(typed or printed)

Title:

Estimator

(typed or printed)

Phone:

(720) 975-2200

Email:

AlexR@landtechcontractors.com

Address:

525 Laredo St.  
Aurora, CO 80011

Bidder's Contractor License No.: (if applicable)

Will provide upon request

**Southlands No. 1 Median Landscape Renovation**  
**Southlands Metropolitan District No. 1**  
**Bid Form March 11, 2021**

**Bid Schedule - Medians**

Item #	Item	Qty	Unit	Unit Cost	Total Cost
A1	Mobilization	1	LS	\$ 17,919.00	\$ 17,919.00
A2	Traffic control	1	LS	\$ 24,731.00	\$ 24,731.00
A3	Site preparation and demolition	1	LS	\$ 130,000.00	\$ 130,000.00
A4	Tree protection and retention	1	LS	\$ 2,785.00	\$ 2,785.00
A5	Erosion and sediment control	1	LS	\$ 8,559.00	\$ 14,559.00
A6	Irrigation modification	1	LS	\$ 17612.00	\$ 17,612.00
A7	Wyoming red rock Sub Cimarron	13,860	SF	\$ 1.75	\$ 24,255.00
A8	Black granite	4,000	SF	\$ 3.96	\$ 15,858.00
A9	Crusher fines	50,750	SF	\$ 1.65	\$ 83,853.00
A10	Landscape edger	6,600	LF	\$ 7.54	\$ 49,751.00
A11	Arctostaphylos uva-ursi (#1)	255	EA	\$ 27.11	\$ 6,914.00
A12	Hemerocallis 'hyperion' (#1)	444	EA	\$ 17.31	\$ 7,686.00
A13	Hesperaloe parviflora (#1)	272	EA	\$ 39.34	\$ 10,700.00
A14	Echinacea purpurea 'rubinstern' (#1)	80	EA	\$ 17.09	\$ 1,367.00
A15	Echinacea purpurea 'white swan' (#1)	31	EA	\$ 18.94	\$ 587.00
A16	Miscanthus sinensis 'variegatus' (#5)	232	EA	\$ 62.97	\$ 14,610.00
A17	Rosa, shrub 'double knock out' (#5)	185	EA	\$ 55.14	\$ 10,201.00
A18	Rhus aromatica 'gro-low' (#5)	54	EA	\$ 52.83	\$ 2,853.00
A19	Schizachyrium scorparium (#5)	340	EA	\$ 55.64	\$ 18,917.00
A20	Syringa patula 'miss kim' (#5)	42	EA	\$ 57.17	\$ 2,401.00
A21	Pennisetum orientale 'karley rose' (#5)	73	EA	\$ 55.64	\$ 4,062.00
A22	Potentilla fruticosa 'gold drop' (#5)	99	EA	\$ 48.78	\$ 4,829.00

**TOTAL BID - MEDIANS**  
(WRITTEN IN WORDS) (IN NUMBERS)

Four Hundred Sixty Six Thousand Four Hundred Fifty Dollars and No Cents \$466,450.00

Unit price total bid to include Bid Schedule for all materials and labor needed to construct the project according to the attached plans a specifications. The total bid shall also include bonding and insurance.

Substitutions as noted on proposal form accompanying this submittal.



April 29, 2022

WORK ORDER #83883

**PROPOSAL FOR**

LESANNE DOMINGUEZ  
THE ARCHITERRA GROUP  
SOUTHLANDS METRO DISTRICT #1  
1805 SHEA CENTER DRIVE SUITE 100  
HIGHLANDS RANCH, CO 80129

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to [service@keesenlandscape.com](mailto:service@keesenlandscape.com) or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

**DESCRIPTION OF WORK TO BE PERFORMED**

Southlands #1 Planting Improvements

**\*\*Pricing on this proposal will not exactly match pricing sheet supplied by customer but totals will match.\*\***

Renovation of 9 islands on E Smokyhill Rd, S Aurora Parkway, S Main st, Southlands Pkwy and E Common Ave.

Pricing is based on landscape plans L-1 to L-12 and D-1 dated 3/11/22.

Includes labor, equipment and materials as laid out on the plans and scope of work.

We will be substituting Cimarron Granite for the Wyoming Red Granite which is not currently available.

We will be substituting Bearberry for Kinnikinnik.

We will be substituting Stella D'Oro Daylily for the Yellow Hyperion Daylily

We will be substituting Magnus Coneflower for Rubinstern Coneflower

Pricing assumes static water pressure to all islands within the work area. Irrigation is limited to new valves, drip pipe, emitters, and distribution tubing.

Exclusions

Irrigation controllers, control wire, mainline, boring, sleeving, backflows, stop and waste.

<b>Sale</b>	<b>\$466,450.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$466,450.00</b>

**SOUTHLANDS METRO DISTRICT #1  
WORK ORDER SUMMARY**

<b>INCLUDED SERVICES</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
Permits and Traffic Control	\$0.00	\$20,689.00
Mobilization	\$0.00	\$17,919.00
Island Demo and Erosion Control	\$0.00	\$143,000.00
Island Plants and Rocks	\$0.00	\$282,057.00
Tree Protection	\$0.00	\$2,785.00
	<b>\$0.00</b>	<b>\$466,450.00</b>

**Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.**

**Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.**

**Force Majeure and Delays**

**Landscape Contractor's installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.**

By   
Patrick Atkinson

Date 4/29/2022

**Keesen Landscape Management,  
Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**THE ARCHITERRA GROUP**

as Agent for

**SOUTHLANDS METRO  
DISTRICT #1**

**Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.**

**CONSTRUCTION CONTRACT PROGRESS CHECKLIST**

Please check below when complete and/or document is received	Item Description	Date of Completion/Receipt	Reviewed/Received By:
<input checked="" type="checkbox"/>	Invitation to Bid Published	3/16/22	
<input checked="" type="checkbox"/>	Pre-Bid Conference	3/23/22	
<input type="checkbox"/>	Deadline to Receive Bids		
<input type="checkbox"/>	Bid Opening		
<input type="checkbox"/>	Subcontractor Listing		
<input type="checkbox"/>	Material and Equipment Supplier Listing		
<input checked="" type="checkbox"/>	Bid Security	4/26/22	
<input checked="" type="checkbox"/>	Review Insurance	4/29/22	
<input type="checkbox"/>	Board Meeting to Award Contract		
<input type="checkbox"/>	Notice of Award		
<input type="checkbox"/>	Signed Agreement		
<input type="checkbox"/>	Performance, Payment and Warranty Bond		
<input type="checkbox"/>	Labor and Materials Payment Bond		
<input type="checkbox"/>	Notice to Proceed		
<input type="checkbox"/>	Substantial Completion		
<input type="checkbox"/>	Walkthrough/Punch list		
<input type="checkbox"/>	Final Walkthrough/Punch list Completion		
<input type="checkbox"/>	Notice of Final Payment		
<input type="checkbox"/>	Retainage Released		

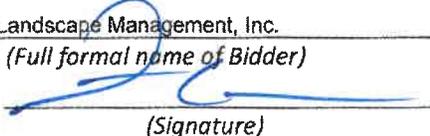
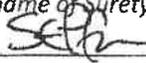
SECTION 435

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

SECTION 435

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## BID BOND

<b>Bidder</b> Name: <b>Keesen Landscape Management, Inc.</b> Address ( <i>principal place of business</i> ): 3355 S. Umatilla Street Englewood, CO 80111	<b>Surety</b> Name: Travelers Casualty and Surety Company of America Address ( <i>principal place of business</i> ): One Tower Square Hartford, CT 06183
<b>Owner</b> Name: <b>Southlands Metropolitan District No. 1</b> Address ( <i>principal place of business</i> ): c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, Colorado 80228 Phone: (303) 987-0835	<b>Bid</b> Project ( <i>name and location</i> ): Southlands Median Landscaping Improvements Northwest of the intersection of South Aurora Parkway and Smoky Hill Road Bid Due Date: 4/29/2022
<b>Bond</b> Bond Amount: <b>10% of contract</b> Date of Bond: 4/26/2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Keesen Landscape Management, Inc. ( <i>Full formal name of Bidder</i> ) By:  ( <i>Signature</i> ) Name: <u>Stella Perez</u> ( <i>Printed or typed</i> ) Title: <u>Branch Admin.</u> Attest:  ( <i>Signature</i> ) Name: <u>Stella Perez</u> ( <i>Printed or typed</i> ) Title: <u>Branch Admin.</u>	<b>Surety</b> Travelers Casualty and Surety Company of America ( <i>Full formal name of Surety</i> ) ( <i>corporate seal</i> ) By:  ( <i>Signature</i> ) ( <i>Attach Power of Attorney</i> ) Name: <u>Stephen P. Farmer</u> ( <i>Printed or typed</i> ) Title: <u>Attorney-in-Fact</u> Attest:  ( <i>Signature</i> ) Name: <u>Tyler D. DeBord</u> ( <i>Printed or typed</i> ) Title: <u>Attorney-in-Fact</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephen P. Farmer of Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of April, 2022



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200  Brentwood TN 37027		<b>CONTACT NAME:</b> Tasha Felts, TIA <b>PHONE (A/C, No, Ext):</b> (615) 385-2860 <b>FAX (A/C, No):</b> (615) 385-8360 <b>E-MAIL ADDRESS:</b> tfelts@bbtennessee.com	
<b>INSURED</b> Keesen Landscape Management, Inc. 3355 S. Umatilla St  Englewood CO 80110		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America NAIC # 25674 <b>INSURER B:</b> The Travelers Indemnity Company of Connecticut 25682 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TC2JGLSA-3P390744-TIL-21	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-21	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP-16P13057-21-NF	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4S050569-21-51-K	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine Builders Risk			QT-630- 4S014177-TIL-21	10/01/2021	10/01/2022	Leased/ Rented Equip \$200,000 Limit at Single Location \$250,000 L/R Ded \$1,000 BR Ded \$2.500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

**CERTIFICATE HOLDER CANCELLATION**

Southlands Metropolitan District No. 1 c/o Special District Management 141 Union Blvd. Suite 150 Lakewood CO 80228	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BID FORM for Construction Contract**

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Article 1— Owner and Bidder ..... 2  
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Article 6— Bidder’s Representations and Certifications ..... 3

SECTION 410

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

- 1.01 *This Bid is submitted to: **Southlands Metropolitan District No. 1.***
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Attached detailed Bid Form must be filled out in its entirety, including any optional supplemental bid items.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 *Lump Sum Bids*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 466,450.00
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SECTION 410

2. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$ 466,450.00
Alternate A [Add] [Deduct]	\$ N/A
Alternate B [Add] [Deduct]	\$ N/A

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance within the number of calendar days indicated in the Agreement. Owner desires to commence the Work no later than April 15, 2022. Bidder is to provide a schedule, and note its proposed commencement date.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

1. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
#1	3-23-22
#2	3-29-22

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

## SECTION 410

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## SECTION 410

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 Bidder's Certifications

#### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



## Supply Contractor List

Irrigation: DBC

Crusher Fines and Rock: Pioneer Sand and Gravel

Plant Material: The Sprucery Garden Center

Erosion Control: Nilex

Others (i.e. trucking, disposal, etc.): TBD

## State Information

Tax ID: 840622483

Sate License#: 11961 Exp. 12/31/2022

## Previous Similar Experience:

- Saddle Rock South Authority: Revamping streetscape islands along Arapahoe and Gartrell
- Parker Jordan Metro: Revamping streetscape islands on Broncos PKWY and along Jordan Rd.
- Current Centennial Landscape Construction Backlog: \$300K

**BID BOND**

<p><b>Bidder</b>                  Name: <b>[Full formal name of Bidder]</b>                  Address (<i>principal place of business</i>):  <b>[Address of Bidder's principal place of business]</b></p>	<p><b>Surety</b>                  Name: <b>[Full formal name of Surety]</b>                  Address (<i>principal place of business</i>):  <b>[Address of Surety's principal place of business]</b></p>
<p><b>Owner</b>                  Name: <b>Southlands Metropolitan District No. 1</b>                  Address (<i>principal place of business</i>):  <b>c/o Special District Management Services, Inc.</b>  <b>141 Union Blvd., Suite 150</b>  <b>Lakewood, Colorado 80228</b>                  Phone: <b>(303) 987-0835</b></p>	<p><b>Bid</b>                  Southlands Metro District #1 Medians                  S. Aurora Pkwy and Smoky Hill Rd                   Bid Due Date: 4/29/2022</p>
<p><b>Bond</b>                  Bond Amount: <b>10% of contract</b>                  Date of Bond: <b>[Date] 4/26/2022</b></p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b>                  _____                  Keesen Landscape Management                  (<i>Full formal name of Bidder</i>)</p>	<p><b>Surety</b>                  _____                  Brown and Brown Insurance                  (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)</p>
<p>By: _____                  (<i>Signature</i>)</p>	<p>By: _____                  (<i>Signature</i>) (<i>Attach Power of Attorney</i>)</p>
<p>Name: <u>Shane Chisholm</u>                  (<i>Printed or typed</i>)</p>	<p>Name: _____                  (<i>Printed or typed</i>)</p>
<p>Title: <u>Branch Manager</u></p>	<p>Title: _____</p>
<p>Attest:                   (<i>Signature</i>)</p>	<p>Attest: _____                  (<i>Signature</i>)</p>
<p>Name: <u>Chris Hooper</u>                  (<i>Printed or typed</i>)</p>	<p>Name: _____                  (<i>Printed or typed</i>)</p>
<p>Title: <u>Enhancement Manager</u></p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

SECTION 435

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

**Keesen Landscape Services**  
**Balance Sheet**  
As of December 31, 2019 and December 31, 2020  
(in thousands)

	<u>2020</u>	<u>2019</u>
Cash, unrestricted	241	253
Accounts Receivable, Trade	1,967	3,010
Other Receivables	(8)	6
Prepaid Expenses and Other Current Assets	(0)	73
Inventory	284	405
Unbilled (Unearned) Receivables	176	128
<b>Current Assets</b>	<b>2,660</b>	<b>3,875</b>
Gross Fixed Assets	6,178	5,398
Accumulated Depreciation	(3,640)	(2,738)
<b>Property and Equipment</b>	<b>2,539</b>	<b>2,659</b>
Other	13,830	9,441
<b>Other Assets</b>	<b>13,830</b>	<b>9,441</b>
Accounts Payable	308	710
Accrued Compensation and Payroll Taxes	1,050	382
Other Accrued Expenses and Payables	304	235
<b>Current Liabilities</b>	<b>1,662</b>	<b>1,327</b>
Member Equity	28	28
Accumulated Earnings (Deficit)	14,620	10,715
Current Year Net Income (Loss)	2,719	3,905
<b>Equity</b>	<b>17,366</b>	<b>14,648</b>

**Keesen Landscape Services  
Profit and Loss  
For years ending December 31 2018, 2019, and 2020**

	<u>2020 Actual</u>	<u>2019 Actual</u>	<u>2018 Actual</u>
<b>Revenue</b>			
Contractual Maintenance Services	10,038,918	9,897,856	10,690,370
Enhancements	8,391,905	7,610,896	7,821,605
Snow & Ice Services	7,189,702	10,667,029	3,335,196
Other Revenues and Credits	18,858	8,712	19,868
<b>Total Revenue</b>	<b>25,639,383</b>	<b>28,184,493</b>	<b>21,867,040</b>
<b>Direct Costs</b>			
Direct Labor	7,002,813	7,106,855	6,632,378
Direct Material	1,938,559	1,900,268	1,653,205
Subcontract	4,364,146	6,011,463	2,315,459
Other Direct Costs	88,977	153,362	158,998
<b>Total Direct Costs</b>	<b>13,394,496</b>	<b>15,171,948</b>	<b>10,760,040</b>
<b>Gross Profit</b>	<b>12,244,888</b>	<b>13,012,546</b>	<b>11,107,000</b>
<b>Indirect Costs</b>			
Field Management	2,163,739	1,794,960	1,667,620
Indirect Field Labor	774,457	856,174	816,441
Vehicle & Equipment Depreciation	999,258	968,791	936,899
Vehicle & Equipment M&R	1,004,967	1,118,124	1,028,169
Vehicle & Equipment Fuel	441,715	554,083	508,938
Vehicle & Equipment Other	501,672	438,661	356,999
Other Indirect Costs	404,262	337,413	388,430
<b>Total Indirect Costs</b>	<b>6,290,070</b>	<b>6,068,205</b>	<b>5,703,495</b>
(Indirects ex-depr)	5,290,812	5,099,414	4,766,596
<b>SG&amp;A Costs</b>			
Selling	366,432	376,414	202,371
Personnel	1,410,047	1,326,035	1,355,797
Facilities	759,240	670,563	630,655
Office Equipment & IT	235,386	292,786	278,884
Other General & Administrative	455,870	390,564	350,803
<b>Total SG&amp;A Costs</b>	<b>3,226,975</b>	<b>3,056,363</b>	<b>2,818,510</b>
<b>Operating Income</b>	<b>2,727,843</b>	<b>3,887,977</b>	<b>2,584,995</b>
Depreciation Expense	1,021,109	993,309	958,152
<b>EBITDA</b>	<b>3,748,952</b>	<b>4,881,286</b>	<b>3,543,147</b>
<b>Non-Operating Expenses</b>			
Interest (net)		546	1,220
Gain Loss on Asset Disposal	1,612	7,538	48,422
Other Non-Operating	7,468	(24,933)	(49,952)
<b>Total Non-Operating</b>	<b>9,080</b>	<b>(16,849)</b>	<b>(310)</b>
<b>Net Income</b>	<b>2,718,763</b>	<b>3,904,826</b>	<b>2,585,305</b>



**ARCHITERRA GROUP**  
 5881 south deframe st.  
 littleton, colorado 80127  
 303.948.0766 fax.948.0977  
 www.architerragroup.com

**Southlands No. 1 Median Landscape Renovation**  
**Southlands Metropolitan District No. 1**  
**Bid Form**  
**March 11, 2021**

**Bid Schedule - Medians**

Item #	Item	Qty	Unit	Unit Cost	Total Cost
A1	Mobilization	1	LS	\$14,670.00	\$14,670.00
A2	Traffic control	1	LS	\$76,500.00	\$76,500.00
A3	Site preparation and demolition	1	LS	\$114,650.00	\$114,650.00
A4	Tree protection and retention	1	LS	\$8,200.00	\$8,200.00
A5	Erosion and sediment control	1	LS	\$16,520.00	\$16,520.00
A6	Irrigation modification	1	LS	\$154,600.00	\$154,600.00
A7	Wyoming red rock	13,860	SF	\$2.45	\$33,957.00
A8	Black granite	4,000	SF	\$3.35	\$13,400.00
A9	Crusher fines	50,750	SF	\$4.65	\$235,987.50
A10	Landscape edger	6,600	LF	\$8.65	\$57,090.00
A11	Arctostaphylos uva-ursi (#1)	255	EA	\$26.00	\$6,630.00
A12	Hemerocallis 'hyperion' (#1)	444	EA	\$26.00	\$11,544.00
A13	Hesperaloe parviflora (#1)	272	EA	\$26.00	\$7,072.00
A14	Echinacea purpurea 'rubinstern' (#1)	80	EA	\$26.00	\$2,080.00
A15	Echinacea purpurea 'white swan' (#1)	31	EA	\$26.00	\$806.00
A16	Miscanthus sinensis 'variegatus' (#5)	232	EA	\$53.00	\$12,296.00
A17	Rosa, shrub 'double knock out' (#5)	185	EA	\$53.00	\$9,805.00
A18	Rhus aromatica 'gro-low' (#5)	54	EA	\$53.00	\$2,862.00
A19	Schizachyrium scorparium (#5)	340	EA	\$53.00	\$18,020.00
A20	Syringa patula 'miss kim' (#5)	42	EA	\$53.00	\$2,226.00
A21	Pennisetum orientale 'karley rose' (#5)	73	EA	\$53.00	\$3,869.00
A22	Potentilla fruticosa 'gold drop' (#5)	99	EA	\$53.00	\$5,247.00

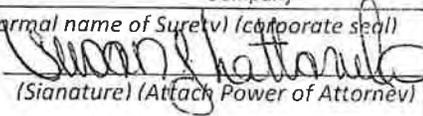
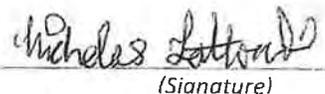
**TOTAL BID - MEDIANS**

Eight Hundred Eight Thousand Thirty Once Dollars & Fifty Cents (WRITTEN IN WORDS)

\$808,031.50 (IN NUMBERS)

Unit price total bid to include Bid Schedule for all materials and labor needed to construct the project according to the attached plans and specifications. The total bid shall also include bonding and insurance.

## BID BOND

<b>Bidder</b> Name: Consolidated Divisions Inc. Address (principal place of business): 5585 West Airport Road Sedalia, CO 80135	<b>Surety</b> Name: Frankenmuth Mutual Insurance Company Address (principal place of business): One Mutual Avenue Frankenmuth, MI 48787
<b>Owner</b> Name: <b>Southlands Metropolitan District No. 1</b> Address (principal place of business): <b>c/o Special District Management Services, Inc.</b> <b>141 Union Blvd., Suite 150</b> <b>Lakewood, Colorado 80228</b> <b>Phone: (303) 987-0835</b>	<b>Bid</b> Project (name and location): Southlands Median Landscaping Improvements Lakewood, CO  Bid Due Date: April 29, 2022
<b>Bond</b> Bond Amount: Ten Percent (10%) of Amount Bid Date of Bond: April 29, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Consolidated Divisions Inc.	<b>Surety</b> Frankenmuth Mutual Insurance Company
(Full formal name of Bidder)	(Full formal name of Surety) (Corporate Seal)
By: _____ (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Jamie Salisbury	Name: Susan J. Lattarulo
(Printed or typed)	(Printed or typed)
Title: Vice President	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Naomi Lodge	Name: Nicholas Lattarulo
(Printed or typed)	(Printed or typed)
Title: Contract Administrator	Title: Surety Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

SECTION 435

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

SECTION 435

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**FRANKENMUTH MUTUAL INSURANCE COMPANY**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Thomas F. McCoy, Jr, Justin R. Tomlin, John Browning, Sheila J. Montoya,  
Kelli E. Housworth, Susan J. Lattarulo

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

**Fifty Million and 00/100 Dollars (\$50,000,000)**

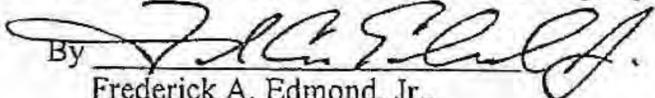
This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

**IN WITNESS WHEREOF**, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



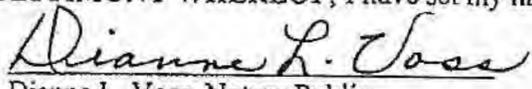
Frankenmuth Mutual Insurance Company

By   
Frederick A. Edmond, Jr.,  
President and Chief Operating Officer

STATE OF MICHIGAN )  
COUNTY OF SAGINAW ) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

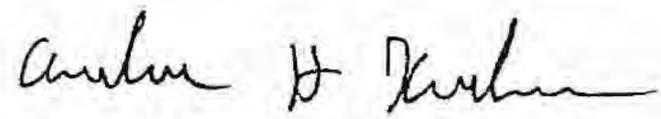
**IN TESTIMONY WHEREOF**, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

 (Seal)  
Dianne L. Voss, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

**IN WITNESS WHEREOF**, I have set my hand and affixed the Seal of the Company, this 29th day of April, 20 22.



Andrew H. Knudsen, Vice President

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**

SECTION 410

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

- 1.01 *This Bid is submitted to: **Southlands Metropolitan District No. 1.***
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Attached detailed Bid Form must be filled out in its entirety, including any optional supplemental bid items.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 *Lump Sum Bids*
  - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
    - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 808,031.50
--------------------	---------------

SECTION 410

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

SECTION 410

BIDDER hereby submits this Bid as set forth above:

Bidder:

CDI

(typed or printed name of organization)

By:

(individual's signature)

Name:

Jamie Salisbury

(typed or printed)

Title:

Director of Estimating / Vice President

(typed or printed)

Date:

4-29-22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Cory France

(typed or printed)

Title:

Director of Estimating

(typed or printed)

Phone:

303-501-5697

Email:

Coryf@cdi-services.com

Address:

Bidder's Contractor License No.: (if applicable)



## Landscape Pre-qualification Information

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### General Information

Colorado Corporation incorporated 3/3/1995  
Registered to work in CO, UT, NM, WY and ND

Officers  
James DeGrado, President

Federal Tax ID  
84-1298847

Colorado Tax ID  
23-33202

### License Information

Entity	License Type	License Number
Douglas County	Contractor License	A060503

### Financial Information

#### Bank

Colorado Business Bank  
4582 S. Ulster St, Pkwy, Ste 100  
Denver, CO 80237

#### Contact

Irene Kapaun – 303-838-1237

**Fiscal Year End Date** – 12/31

**Anticipated work volume – 2022**

\$ 35,000,000



## Insurance Information

Lockton Companies, LLC  
8110 E. Union Avenue, Suite 700  
Denver, CO 80237  
Contact  
Skylar Cushman – 720-414-6000

*Insurance provider rating: A+XV*

## Credit References

DBC Irrigation  
5805 E. 39th Ave  
Denver, CO 80207  
Ph: 303-295-1777  
Fax: 303-296-8733  
Contact  
Mike DeSimone

Pioneer Sand  
PO Box 7650  
Colorado Springs, CO  
80933

Arbor Valley  
18539 WCR 4  
PO Box 932  
Brighton, CO 8060

## Major Projects

Job Name	Contact	Contractor	Contract Value
Overlook at Cherry Creek	Eric Kubly	Richmond American	\$1,333,731.00
Windmill	Ryan McDermed	Shea Homes	\$739,127.00
Second Creek	Evan Shintaku	Flatiron Construction	\$1,069,338.00