

SOUTHLANDS METROPOLITAN DISTRICT NO. 2

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A SPECIAL MEETING AND AGENDA

Website: <https://southlandsmetrodistrict2.com/>

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Kathy Barela	President	2023/May 2023
Paulette Martin	Treasurer	2025/May 2025
Meredith Fish	Assistant Secretary	2025/May 2025
VACANT		2023/May 2025
VACANT		2023/May 2023
Ann Finn	Secretary	

DATE: April 17, 2023
TIME: 1:00 p.m.
LOCATION: Zoom Meeting

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

<https://us02web.zoom.us/j/87332080934?pwd=T0xaMjhYZDY0SVgwbC9lb3gvNEJaUT09>

Phone: 1 (669) 900-6833

Meeting ID: 873 3208 0934

Passcode: 359391

One tap mobile: +16699006833,,87332080934#,,,*359391#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

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 per person.

III. LEGAL MATTERS

A. _____

IV. CAPITAL IMPROVEMENTS

A. Discuss Entry Monument Project.

1. Review bids (enclosures).

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

B. Ratify approval of Independent Contractor Agreement between the District and Apex Sign Co LLC d/b/a Ad Light Group for the Entry Monument Installation for the amount of \$49,787.21 (enclosure).

V. OPERATIONS AND MAINTENANCE

A. _____

VI. OTHER BUSINESS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 8, 2023**



ARCHITERRA GROUP

Southlands No. 2 Applewood Park Entry Monument

Southlands Metropolitan District No. 2

Bid Form

March 15, 2023

BID ITEMS

BASE BID

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	LS	15,228.25	15,228.25
2	Traffic control	1	LS	1,460	1,460
3	Site preparation and demolition	1	LS	3,728	3,728
4	Tree retention and protection	1	LS	595	595
5	Concrete cleanout area	1	EA	605	605
6	Inlet protection	1	EA	235	235
7	Rock socks	3	EA	125	375
8	Silt fence	45	LF	2.05	92.25
9	Stabilized staging area	1	LS	787	787
10	Vehicle tracking control	1	EA	1,172	1,172
11	Street maintenance	1	LS	605	605
12	Pedestrian detour	1	LS	714	714
13	Blanket flower 'Mesa Peach' (#1 cont.)	33	EA	19	627
14	Shasta daisy (#1 cont.)	19	EA	20	380
15	Ice plant (#1 cont.)	29	EA	19	551
16	Feather reed grass (#5 cont.)	14	EA	59.50	833
17	Dwarf mountain pine (#5 cont.)	10	EA	112	1,120
18	Landscape boulders	8	EA	365	2,920
19	Soil preparation	1,000	SF	.23	230

20	Wood mulch	6	CY	135	810
21	Landscape edger	100	LF	8.79	879
22	Native seed	250	SF	3.09	772.50
23	Bluegrass sod	200	SF	1.98	396
24	Reinstall dog waste station	1	EA	150	150
25	Reinstall park sign	1	EA	150	150
26	Crushed rock	150	SF	2.30	345
27	Concrete pavement	400	SF	11.30	4,520
28	Structural concrete - monument foundations	3	CY	2,360	7,080
29	Brick veneer	40	SFF	120	4,800
30	Precast concrete cap	2	EA	795	1,590
31	Irrigation system renovation	1	LS	7,860	7,860
32	Electrical modifications	1	LS	30,195	30,195

TOTAL FOR BASE BID

Ninety one thousand eight hundred five dollars _____ (WRITTEN IN WORDS)

\$ 91,805 _____ (IN NUMBERS)

Addendum 1 acknowledged

Unit price total bid to include 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.

PAYMENT TERMS: Net 30 Due upon Completion

Per bid documents

WARRANTY:

BID BOND AND INSURANCE: included

SUBMITTING FIRM: Arrow J Landscape & Design, Inc.

ADDRESS: 909 E. 68th Ave.

CITY, STATE, AND ZIP CODE: Denver, CO 80229

TELEPHONE NUMBER: 303-289-4388

FAX NUMBER: 303-289-4363

PRINTED NAME: Tim Ryan

SIGNATURE AND DATE:  4-3-23

TITLE: President

SURETY BOND DIGITAL SEAL

The Hartford Financial Services Group, Inc.

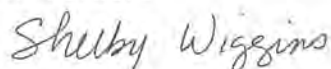
To Our Valued Partners:

In efforts of continuing business during the pendency of the COVID-19 pandemic, The Hartford has authorized its Attorneys-in-Fact to affix the electronic corporate seal in a digital format, in lieu of its traditional raised seal to any bond document issued on its behalf by any such Attorney-in-Fact.

The Hartford agrees and affirms that the digital corporate seal affixed to any bond document is equivalent to its raised corporate seal had it been affixed to the bond document itself.

Effective this 30th day of March, 2020.

The Hartford



Shelby Wiggins, Assistant Secretary

The Hartford Financial Services Group, Inc.
P.O. Box 958461
Lake Mary, FL 32795

P: 888-656-0817
F: 877-257-2166

www.thehartford.com/bond
www.thehartford.com
www.facebook.com/thehartford
www.twitter.com/thehartford

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
 Agency Code: 34-340140

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Jennifer L. Clampert, Amy Coonts, David Dondlinger, Michael Lischer Jr., Ashlea McCaughey, Nicole L. McCollam, Lindsey Minutillo, Brandi J. Tetley, Danielle Waring of DENVER, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 5, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

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.

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 Contract 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 Contract 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.

BID BOND

<p>Bidder Name: Arrow-J Landscape and Design, Inc. Address (<i>principal place of business</i>): 909 East 68th Avenue Denver, CO 80229</p>	<p>Surety Name: Hartford Accident and Indemnity Company Address (<i>principal place of business</i>): One Hartford Plaza Hartford, CT 06155-0001</p>
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<p>Owner Name: Southlands Metropolitan District No. 2 Address (<i>principal place of business</i>): c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, CO 80228</p>	<p>Bid Project (<i>name and location</i>): Southlands 2 Entryway Monument Installation; Southlands Metropolitan District No. 2 is generally located east of E-470, south of Quincy Avenue, and north of Smoky Hill Road in the City of Aurora, Arapahoe County, State of Colorado. Bid Due Date: April 5, 2023</p>
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Bond
 Bond Amount: Ten Percent of Total Amount Bid (10%)
 Date of Bond: April 5, 2023

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>Bidder Arrow-J Landscape and Design, Inc. (<i>Full formal name of Bidder</i>) By: <u>Tim Ryan</u> <small>Digitally signed by Tim Ryan DN: cn=US, e=tim@arrow-j.com, o=Arrow J Landscape and Design, Inc., DN=Tim Ryan Date: 2023.04.03 13:07:27-05'00'</small> (<i>Signature</i>) Name: <u>Tim Ryan</u> (<i>Printed or typed</i>) Title: <u>President</u> Attest: By: <u>[Signature]</u> (<i>Signature</i>) Name: <u>Scott Berger</u> (<i>Printed or typed</i>) Title: <u>President</u></p>	<p>Surety Hartford Accident and Indemnity Company (<i>Full formal name of Surety</i>) (<i>Corporate seal</i>) By: <u>[Signature]</u> (<i>Signature</i>) (<i>Attach Power of Attorney</i>) Name: <u>Nicole L. McCollam</u> (<i>Printed or typed</i>) Title: <u>Attorney-in-Fact</u> Witness: <u>[Signature]</u> Attest: By: <u>[Signature]</u> (<i>Signature</i>) Name: <u>Kelly Martinez</u> (<i>Printed or typed</i>) Title: <u>Surety Witness</u></p>
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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.



1705 17th Street, Suite 100
 Denver, CO 80202
 (303) 534-4567



ARCHITERRA GROUP

Southlands No. 2 Applewood Park Entry Monument

Southlands Metropolitan District No. 2

Bid Form

March 15, 2023

BID ITEMS

BASE BID

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	LS	17,503.50	17,503.50
2	Traffic control	1	LS	4,250.00	4,250.00
3	Site preparation and demolition	1	LS	6,200.00	6,200.00
4	Tree retention and protection	1	LS	350.00	350.00
5	Concrete cleanout area	1	EA	700.00	700.00
6	Inlet protection	1	EA	225.00	225.00
7	Rock socks	3	EA	225.00	675.00
8	Silt fence	45	LF	5.50	247.50
9	Stabilized staging area	1	LS	960.00	960.00
10	Vehicle tracking control	1	EA	930.00	930.00
11	Street maintenance	1	LS	860.00	860.00
12	Pedestrian detour	1	LS	2,000.00	2,000.00
13	Blanket flower 'Mesa Peach' (#1 cont.)	33	EA	21.00	693.00
14	Shasta daisy (#1 cont.)	19	EA	21.00	399.00
15	Ice plant (#1 cont.)	29	EA	21.00	609.00
16	Feather reed grass (#5 cont.)	14	EA	57.00	798.00
17	Dwarf mountain pine (#5 cont.)	10	EA	125.00	1,250.00
18	Landscape boulders	8	EA	360.00	2,880.00
19	Soil preparation	1,000	SF	.90	900.00

20	Wood mulch	6	CY	430. ⁰⁰	2,580. ⁰⁰
21	Landscape edger	100	LF	6. ⁰⁰	600. ⁰⁰
22	Native seed	250	SF	1. ⁰⁰	250. ⁰⁰
23	Bluegrass sod	200	SF	3.50	700. ⁰⁰
24	Reinstall dog waste station	1	EA	255. ⁰⁰	255. ⁰⁰
25	Reinstall park sign	1	EA	255. ⁰⁰	255. ⁰⁰
26	Crushed rock	150	SF	4.50	675. ⁰⁰
27	Concrete pavement	400	SF	12.50	5,000. ⁰⁰
28	Structural concrete - monument foundations	3	CY	535. ⁰⁰	1,605. ⁰⁰
29	Brick veneer	40	SFF	75. ⁰⁰	3,000. ⁰⁰
30	Precast concrete cap	2	EA	350. ⁰⁰	700. ⁰⁰
31	Irrigation system renovation	1	LS	3,750. ⁰⁰	3,750. ⁰⁰
32	Electrical modifications	1	LS	16,200. ⁰⁰	16,200. ⁰⁰

TOTAL FOR BASE BID

SEVENTY EIGHT THOUSAND DOLLARS (WRITTEN IN WORDS)

\$78,000.⁰⁰ (IN NUMBERS)

Unit price total bid to include 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.

PAYMENT TERMS: 30 Days

WARRANTY: 1 Year

BID BOND AND INSURANCE: Included

SUBMITTING FIRM: Colorado Designscares Inc.

ADDRESS: 15440 E. Fremont Drive

CITY, STATE, AND ZIP CODE: Centennial, CO 80112

TELEPHONE NUMBER: 303-721-9003

FAX NUMBER: 303-531-7670

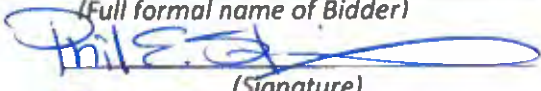



PRINTED NAME: Phil Steinhauer

SIGNATURE AND DATE: 4/5/2023 

TITLE: President



BID BOND

<p>Bidder Name: Colorado Designscapes, Inc. Address (principal place of business): 15440 E. Fremont Drive Centennial , CO 80112</p>	<p>Surety Name: Westfield Insurance Company Address (principal place of business): P.O. Box 5001 Westfield Center, OH 44251-5001</p>
<p>Owner Name: Southlands Metropolitan District No. 2 Address (principal place of business): c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, CO 80228</p>	<p>Bid Project (name and location): Southlands 2 Entryway Monument Installation; Southlands Metropolitan District No. 2 is generally located east of E-470, south of Quincy Avenue, and north of Smoky Hill Road in the City of Aurora, Arapahoe County, State of Colorado. Bid Due Date: April 5th, 2023</p>
<p>Bond Bond Amount: Ten Percent of Amount Bid---(---10%---) Date of Bond: April 5th, 2023</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>Bidder Colorado Designscapes, Inc.</p>	<p>Surety Westfield Insurance Company</p>
<p>(Full formal name of Bidder)</p>	<p>(Full formal name of Surety) (Corporate seal)</p>
<p>By:  (Signature)</p>	<p>By:  (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Phil Steinhaver</u> (Printed or typed)</p>	<p>Name: <u>Elizabeth Ostblom</u> (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest:  (Signature)</p>	<p>Attest:  (Signature)</p>
<p>Name: <u>Travis Smith</u> (Printed or typed)</p>	<p>Name: <u>Andrew Waterbury</u> (Printed or typed)</p>
<p>Title: <u>Assistant Manager</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 Contract 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 Contract 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.

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
EVAN E. MOODY, KAREN A. FEGGESTAD, BRADLEY J. MOODY, JODY L. ANDERSON, ELIZABETH OSTBLOM, ANDREW J. WATERBURY, JOINTLY OR SEVERALLY

of DENVER and State of CO its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MARCH A.D., 2022 . before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of April A.D. 2023 .



Frank A. Carrino, Secretary



To: Plan holders
From: Lesanne Dominguez, The Architerra Group
Project: Applewood Park Entry Monument
Date: March 27, 2023
Subject: Addendum #1

No questions have been asked to date.

An updated plan sheet will be replaced in the plan set. Please see attached sheet S-1. The changes are as follows:

1. Brick ledge is raised to above finish grade.
2. Elevations are given at critical points of the footing.

There is no change to the bid due date. Bids are due on Wednesday, April 5 at 3 pm. Bids may be emailed to Lesanne Dominguez at ldominguez@architerragroup.com. Bids will be opened and read aloud on a Zoom meeting, see below for the link:

<https://us02web.zoom.us/j/88403785002?pwd=VDdDVXZaK094WVVxSUdRR3pzVElQdz09>

Meeting ID: 884 0378 5002

Passcode: 173359

A handwritten signature in blue ink, appearing to read 'L. Dominguez', written over a faint, light blue circular watermark.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments. **See attached financials, previous experience.**

Current Contracts:

Dove Valley Landscape And Irrigation \$4.4MM

Dove Valley Bike Park \$850K

Mitchell Gulch Park \$2.4MM

Colliers Hill \$2.2MM

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract. **See Attached.**

C. Bidder's state or other contractor license number, if applicable.

Aurora	Business License	181612
	Commerical Building Contractor - Contractor	2017 1339487 00 CL
	Commerical Building Contractor - Supervisor	2017 1339484 00 SL
	Right of Way Contractor - Contractor	2017 1339494 00 CL
	Right of Way Contractor - Supervisor	2015 960320 00 SL

D. Subcontractor and Supplier qualification information.

i. **Subcontractors - C&R Electrical**

ii. **Suppliers - Greenspot Inc, Graff's Turf, CPS Distributors, Arkansas Valley Seed, Arkins Park Stone, Aggregate Logistics, Ready Mixed Concrete, TMA Supply**

E. Other required information regarding qualifications.

None.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2021

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Combining Statement of General and Administrative
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MARTIN, VEJVODA AND ASSOCIATES

INCORPORATED

Certified Public Accountants

3443 SOUTH GALENA STREET • SUITE 200

DENVER, COLORADO 80231

(303) 338-9277

FAX: (303) 338-9281

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder and Member
of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC

Opinion

We have audited the accompanying combined financial statements of Colorado DesignScapes, Inc. (an S Corporation) and Ascherhauer Jordan Road, LLC (a Limited Liability Company), which comprise the combined statements of assets, liabilities, and equity as of December 31, 2021 and 2020, and the related combined statements of revenue and expenses and retained earnings and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC as of December 31, 2021 and 2020, and the results of their operations and their cash flows for the years then ended in accordance with the Financial Reporting Framework (FRF) for Small- and Medium-Sized Entities (SMEs), as described in Note 1.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the combined financial statements, which describes the basis of accounting. The combined financial statements are prepared in accordance with the FRF for SMEs issued by the American Institute of Certified Public Accountants (AICPA), which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with the FRF for SMEs issued by the AICPA, as described in Note 1; this includes determining that the basis of accounting is an acceptable basis for the preparation of combined financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error. In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Colorado DesignScapes, Inc.'s and Ascherhauer Jordan Road, LLC's ability to continue as a going concern within twelve months from the date of the statement of financial position.

Auditors' Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Colorado DesignScapes, Inc.'s and Ascherhauer Jordan Road, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Colorado DesignScapes, Inc.'s and Ascherhauer Jordan Road, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying supplementary information, as shown in the table of contents, is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audits and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Martin, Vejvoda and Associates

Denver, Colorado
June 10, 2022

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

COMBINED STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY
 DECEMBER 31, 2021 AND 2020
 (FRF for SMEs Accounting Framework Basis)

<u>ASSETS</u>	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 246,221	\$ 2,517,467
Accounts Receivable:		
Trade	4,844,257	2,564,151
Retainage	847,319	1,030,448
Employees	22,386	43,082
Other	-	91,345
	<u>5,713,962</u>	<u>3,729,026</u>
Less: Allowance for Doubtful Accounts	30,000	30,000
Total Accounts Receivable (Net)	<u>5,683,962</u>	<u>3,699,026</u>
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	135,151	7,244
Inventory	37,311	44,441
Prepaid Expenses	-	33,200
Due from Stockholder	34,709	31,406
Total Current Assets	<u>6,137,354</u>	<u>6,332,784</u>
PROPERTY AND EQUIPMENT - At Cost		
Building and Leasehold Improvements	2,893,015	2,211,043
Land	893,999	893,999
Machinery and Equipment	4,887,428	4,265,316
Vehicles	650,240	872,184
Office Furniture and Equipment	163,855	165,174
	<u>9,488,537</u>	<u>8,407,716</u>
Less: Accumulated Depreciation	5,235,727	4,960,525
Total Property and Equipment (Net)	<u>4,252,810</u>	<u>3,447,191</u>
OTHER ASSETS		
Intangible Assets (Net)	3,848	5,167
Deposits	3,750	3,750
Total Other Assets	<u>7,598</u>	<u>8,917</u>
TOTAL ASSETS	<u>\$ 10,397,762</u>	<u>\$ 9,788,892</u>

See accompanying independent auditors' report and notes to combined financial statements.

LIABILITIES AND STOCKHOLDER'S AND MEMBER'S EQUITY

	<u>2021</u>	<u>2020</u>
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 576,901	\$ 557,789
Current Portion of Paycheck Protection Program Loan	<u>-</u>	<u>897,989</u>
Accounts Payable:		
Trade	1,994,727	1,273,720
Retainage	<u>1,460</u>	<u>53,703</u>
Total Accounts Payable	1,996,187	1,327,423
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	364,984	162,374
Accrued Payroll and Payroll Taxes	184,842	187,651
Accrued Expenses	182,116	234,824
Customer Deposits	<u>355,606</u>	<u>388,000</u>
Total Current Liabilities	<u>3,660,636</u>	<u>3,756,050</u>
LONG-TERM LIABILITIES		
Long-Term Debt, Less Current Portion	1,181,910	1,195,542
Paycheck Protection Program Loan, Less Current Portion	-	459,011
Refundable Deposits	<u>-</u>	<u>13,530</u>
Total Long-Term Liabilities	<u>1,181,910</u>	<u>1,668,083</u>
Total Liabilities	<u>4,842,546</u>	<u>5,424,133</u>
STOCKHOLDER'S AND MEMBER'S EQUITY		
Common Stock, No Par Value; 50,000 Shares		
Authorized; 500 Shares Issued	50	50
Member's Capital	1,254,361	1,126,712
Additional Paid-In Capital	81,615	81,615
Retained Earnings	<u>4,219,190</u>	<u>3,156,382</u>
Total Stockholder's and Member's Equity	<u>5,555,216</u>	<u>4,364,759</u>
TOTAL LIABILITIES AND STOCKHOLDER'S AND MEMBER'S EQUITY	<u>\$ 10,397,762</u>	<u>\$ 9,788,892</u>

See accompanying independent auditors' report and notes to combined financial statements.

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

**COMBINED STATEMENTS OF REVENUE AND EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
(FRF for SMEs Accounting Framework Basis)**

	<u>2021</u>		<u>2020</u>	
REVENUE FROM CONSTRUCTION	\$ 32,497,475	100.0 %	\$ 31,834,359	100.0 %
COST OF CONSTRUCTION	<u>29,853,636</u>	<u>91.9</u>	<u>28,386,564</u>	<u>89.2</u>
GROSS PROFIT	2,643,839	8.1	3,447,795	10.8
GENERAL AND ADMINISTRATIVE EXPENSES - Schedules	<u>2,597,606</u>	<u>8.0</u>	<u>2,220,248</u>	<u>7.0</u>
INCOME FROM OPERATIONS	<u>46,233</u>	0.1	<u>1,227,547</u>	3.8
RENTAL INCOME (EXPENSE)				
Rental Income	41,989		71,808	
Depreciation and Amortization	(38,384)		(38,384)	
Interest (Expense)	<u>(25,956)</u>		<u>(32,531)</u>	
Total Rental Income (Expense)	<u>(22,351)</u>	(0.1)	<u>893</u>	-
OTHER INCOME				
Interest Income	204		64	
Gain on Sale of Fixed Assets	7,865		56,440	
Other Income	<u>1,443,506</u>		<u>100,347</u>	
Total Other Income	<u>1,451,575</u>	<u>4.5</u>	<u>156,851</u>	<u>0.5</u>
NET INCOME	<u>\$ 1,475,457</u>	<u>4.5 %</u>	<u>\$ 1,385,291</u>	<u>4.3 %</u>

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

COMBINED STATEMENTS OF CHANGES IN STOCKHOLDER'S AND MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
(FRF for SMEs Accounting Framework Basis)

	<u>Common Stock</u>		<u>Member's</u>	<u>Additional</u>	<u>Retained</u>	<u>Total</u>
	<u>Shares</u>	<u>Value</u>	<u>Capital</u>	<u>Paid-In</u>	<u>Earnings</u>	<u>Stockholder's</u>
				<u>Capital</u>		<u>and</u>
						<u>Member's</u>
						<u>Equity</u>
Balance at December 31, 2019	500	\$ 50	\$ 975,819	\$ 81,615	\$ 3,482,599	\$ 4,540,083
Net Income for the Year	-	-	150,893	-	1,234,398	1,385,291
Dividends	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,560,615)</u>	<u>(1,560,615)</u>
Balance at December 31, 2020	500	50	1,126,712	81,615	3,156,382	4,364,759
Net Income for the Year	-	-	127,649	-	1,347,808	1,475,457
Dividends	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(285,000)</u>	<u>(285,000)</u>
Balance at December 31, 2021	<u>500</u>	<u>\$ 50</u>	<u>\$ 1,254,361</u>	<u>\$ 81,615</u>	<u>\$ 4,219,190</u>	<u>\$ 5,555,216</u>

See accompanying independent auditors' report and notes to combined financial statements.

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

**COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
(FRF for SMEs Accounting Framework Basis)**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$ 1,475,457	\$ 1,385,291
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and Amortization	541,699	541,705
(Gain) on Sale of Fixed Assets	(7,865)	(56,440)
Forgiveness of Paycheck Protection Program Loan	(1,357,000)	-
Net Changes in Assets and Liabilities:		
Accounts Receivable	(1,984,936)	(58,594)
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	(127,907)	64,933
Inventory	7,130	(15,383)
Prepaid Expenses	33,200	9,511
Accounts Payable	668,764	147,073
Accrued Payroll and Payroll Taxes	(2,809)	(130,105)
Accrued Expenses	(52,708)	75,359
Customer and Refundable Deposits	(45,924)	283,435
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>202,610</u>	<u>10,413</u>
Net Cash Provided By (Used In) Operating Activities	<u>(650,289)</u>	<u>2,257,198</u>
 CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property and Equipment	(770,255)	(96,452)
Proceeds from Sale of Property and Equipment	38,170	89,200
Advances to Stockholder	<u>(3,303)</u>	<u>(99)</u>
Net Cash Provided By (Used In) Investing Activities	<u>(735,388)</u>	<u>(7,351)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment of Long-Term Debt	(600,569)	(566,427)
Proceeds from Paycheck Protection Program Loan	-	1,357,000
Dividends Paid	<u>(285,000)</u>	<u>(1,560,615)</u>
Net Cash Provided By (Used In) Financing Activities	<u>(885,569)</u>	<u>(770,042)</u>

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
(FRF for SMEs Accounting Framework Basis)

	<u>2021</u>	<u>2020</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (2,271,246)	\$ 1,479,805
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>2,517,467</u>	<u>1,037,662</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 246,221</u>	<u>\$ 2,517,467</u>
Supplemental Disclosures of Cash Information:		
	<u>2021</u>	<u>2020</u>
Cash Paid During the Years For:		
Interest	\$ 69,831	\$ 94,196

Supplemental Schedules of Non-Cash Investing and Financing Activities:

During the years ended December 31, 2021 and 2020, the Company incurred debt obligations of \$606,049 and \$193,948, respectively, for the purchase of property and equipment.

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

1 Summary of Significant Accounting Policies and Nature of Business

Basis of Accounting

The accompanying combined financial statements have been prepared in accordance with the Financial Reporting Framework (FRF) for Small-and-Medium-Sized Entities (SME's) issued by the American Institute of Certified Public Accountants (AICPA), which is a special purpose framework and not United States generally accepted accounting principles (U.S. GAAP). The accounting principles that compose the framework are appropriate for the preparation and presentation of small-and-medium-sized entity combined financial statements, based on the needs of the combined financial statement users and cost and benefit considerations.

This special purpose framework does not demand the application of the comprehensive, industry-neutral revenue recognition model required by U.S. GAAP and its accompanying presentation and disclosure requirements.

Nature of Business

Colorado DesignScapes, Inc. was incorporated in the state of Colorado in 1992. The Company provides commercial and residential landscape, architectural and related services in the Denver metropolitan area. Colorado DesignScapes, Inc., from time to time, operates using the trade names DesignScapes Colorado, Inc. and DesignScapes, Inc.

Ascherhauer Jordan Road, LLC is a rental real estate company organized in the state of Colorado in 2002.

Principles of Combination

The accompanying combined financial statements include the accounts of Colorado DesignScapes, Inc. and Ascherhauer Jordan Road, LLC (referred to hereafter as "the Companies"). Intercompany accounts and transactions have been eliminated from the combined financial statements.

Revenue and Cost Recognition

Revenues from fixed-price and cost-plus contracts are recognized, by Colorado DesignScapes, Inc., on the percentage-of-completion method, whereby revenues on long-term contracts are recorded on the basis of the Company's estimates of the percentage-of-completion of contracts based on the ratio of actual cost incurred to total estimated costs. This cost-to-cost method is used because management considers it to be the best available measure of progress on these contracts. Revenues from cost-plus-fee contracts are recognized on the basis of costs incurred during the period plus the fee earned, measured on the cost-to-cost method. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within near term.

Cost of construction includes all direct material, sub-contractor, labor and certain other direct costs, as well as those indirect costs related to contract performance, such as indirect labor and fringe benefits.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

1 Summary of Significant Accounting Policies and Nature of Business (Continued)

Revenue and Cost Recognition (Continued)

Selling, general and administrative costs are charged to expense as incurred.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period. Claims for additional contract revenue are recognized when realization of the claim is probable and the amount can be reasonably determined.

The contract asset, "Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts" represents revenues recognized in excess of amounts billed. The contract liability, "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts", represents billing in excess of revenues recognized.

Ascherhauer Jordan Road, LLC is a single-member limited liability company. Rental income and expenses are recognized on the cash basis.

Inventory

Inventory is valued at the lower-of-cost or net realizable value. Generally, cost is determined on the basis of average cost or first-in, first-out methods.

Depreciation and Amortization

The Companies use the straight-line method to compute depreciation on all property and equipment based on the estimated useful lives of the assets.

Loan costs are being amortized over the term of the debt.

Income Taxes

As of December 31, 2021, management has not identified any uncertain tax positions requiring any recording or disclosure.

Colorado DesignScapes, Inc.

Effective January 1, 2015, the Company elected to be treated as an S Corporation under the provisions of the IRS Code. The regular earnings of an S Corporation are taxable to its stockholder. The Company's books and income tax returns are prepared on the percentage-of-completion method. The Company has temporary differences between accelerated depreciation used for income tax purposes and straight-line methods used for combined financial statements reporting. The Company also has temporary differences related to certain accruals.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

1 Summary of Significant Accounting Policies and Nature of Business (Continued)

Income Taxes (Continued)

Ascherhauer Jordan Road, LLC

The Company's taxable earnings are calculated on the cash basis and reported on the sole member's individual income tax return.

Cash and Cash Equivalents

For the purposes of these combined financial statements, the Companies consider all investments with a maturity of three months or less when purchased to be cash equivalents.

Concentration of Credit Risk

Financial instruments that potentially subject the Companies to significant concentrations of credit risk consist primarily of cash investments and contract receivables.

The Companies occasionally have cash balances in a financial institution in excess of FDIC insured limits.

At December 31, 2021 and 2020, approximately 34% and 21%, respectively, of Colorado DesignScapes, Inc.'s total accounts receivable were from two customers. The remaining contract receivables are generally diversified among owners and contractors and are contractual agreements.

Colorado DesignScapes, Inc. maintains the ability to lien certain projects if collection problems should arise.

Allowance for Doubtful Accounts

Contract receivables, for Colorado DesignScapes, Inc., are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contract receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of their customers. The allowance for doubtful accounts was \$30,000 and \$30,000 for the years ended December 31, 2021 and 2020, respectively.

Operating Cycle

In accordance with normal construction industry practice, Colorado DesignScapes, Inc. includes certain amounts related to construction contracts in current assets and current liabilities even when such amounts are realizable or payable over a period in excess of one year.

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)**

1 Summary of Significant Accounting Policies and Nature of Business (Continued)

Estimates

The preparation of combined financial statements in conformity with the FRF for SMES requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates making it reasonably possible that a change in these estimates could occur in the near term.

2 Costs and Estimated Earnings on Uncompleted Contracts

Colorado DesignScapes, Inc.

	<u>2021</u>	<u>2020</u>
Costs Incurred On Uncompleted Contracts	\$ 10,145,662	\$ 7,043,784
Estimated Earnings	<u>586,437</u>	<u>608,203</u>
	10,732,099	7,651,987
Less: Billings to Date	<u>10,961,932</u>	<u>7,807,117</u>
	<u>\$ (229,833)</u>	<u>\$ (155,130)</u>

Included in the accompanying combined statements of assets, liabilities, and equity under the following captions:

	<u>2021</u>	<u>2020</u>
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 135,151	\$ 7,244
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>(364,984)</u>	<u>(162,374)</u>
	<u>\$ (229,833)</u>	<u>\$ (155,130)</u>

3 Property and Equipment

A summary of property and equipment, at December 31, 2021, was as follows:

Colorado DesignScapes, Inc.

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Machinery and Equipment	\$4,887,428	\$3,047,273	\$ 1,840,155
Vehicles	650,240	550,715	99,525
Office Furniture and Equipment	163,855	143,704	20,151
Leasehold Improvements	<u>874,037</u>	<u>200,508</u>	<u>673,529</u>
	<u>\$6,575,560</u>	<u>\$ 3,942,200</u>	<u>\$ 2,633,360</u>

Depreciation expense on property and equipment, for the years ended December 31, 2021 and 2020, was \$503,315 and \$503,321, respectively.

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)**

3 Property and Equipment (Continued)

Ascherhauer Jordan Road, LLC

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Building	\$2,018,978	\$1,293,527	\$ 725,451
Land	893,999	-	893,999
	<u>\$ 2,912,977</u>	<u>\$ 1,293,527</u>	<u>\$ 1,619,450</u>

Depreciation expense on the property, for the years ended December 31, 2021 and 2020, was \$37,065 and \$37,065, respectively.

4 Intangibles

A summary of intangibles for Ascherhauer Jordan Road, LLC, at December 31, 2021, was as follows:

Loan Costs	\$ 15,830
Less: Accumulated Amortization	11,982
	<u>\$ 3,848</u>

Amortization expense, for the years ended December 31, 2021 and 2020, was \$1,319 and \$1,319, respectively.

5 Line of Credit

Colorado DesignScapes, Inc. has a revolving line of credit with a bank for \$1,250,000, with interest at a rate of 0.5% over The Wall Street Journal's prime rate (with a minimum rate of 3.75%). The line is secured by all accounts receivable and equipment; and, the stockholder and Ascherhauer Jordan Road, LLC are co-borrowers. The line of credit matures March 23, 2023. At December 31, 2021, there was no outstanding balance on the line.

6 Long-Term Debt

Long-term debt, at December 31, 2021 and 2020, consisted of the following:

	<u>2021</u>	<u>2020</u>
<u>Colorado DesignScapes, Inc.</u>		
Notes Payable - Due in monthly payments totaling \$8,882, including interest at rates ranging from 4.60% to 6.50%, maturing between January, 2021 and December, 2023, secured by equipment and vehicles. The stockholder and Ascherhauer Jordan Road, LLC are co-borrowers on the notes.	\$ 60,870	\$ 143,618

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

6 Long-Term Debt (Continued)

	<u>2021</u>	<u>2020</u>
<u>Colorado DesignScapes, Inc. (Continued)</u>		
Notes Payable - Due in monthly payments totaling \$1,452, including interest at a rate of 6.84%, maturing April, 2023, secured by vehicles.	\$ 21,083	\$ 37,503
Notes Payable - Due in monthly payments totaling \$9,292, including interest at rates ranging from 4.87% to 5.95%, maturing June, 2021 to March, 2022, secured by equipment.	10,048	89,923
Notes Payable - Due in monthly payments totaling \$17,313, including interest at rates ranging from 0% to 6.60%, maturing September, 2023 to December, 2024, secured by equipment.	449,575	633,089
Notes Payable - Due in monthly payments totaling \$4,157, including interest at rates ranging from 0% to 2.99%, maturing November, 2024 to September, 2025, secured by equipment.	144,185	186,312
Notes Payable - Due in monthly payments totaling 10.934, including interest at rates ranging from 0% to 4.24%, maturing March, 2024 to November, 2026, secured by equipment.	515,684	-
Note Payable - Due in monthly payment of \$1,441, including interest at a rate of 4.75%, maturing January, 2025, secured by equipment. The stockholder is a co-borrower on the note.	49,450	-
<u>Ascherhauer Jordan Road, LLC</u>		
Note Payable - Due in monthly payments of \$15,077, including interest at a rate of 4.30%, matures December, 2024, secured by real estate. The member and Colorado DesignScapes, Inc. are co-borrowers on the note.	507,916	662,886
Total	1,758,811	1,755,351
Less: Current Portion	576,901	557,789
Total Long-Term Debt	<u>\$ 1,181,910</u>	<u>\$ 1,197,562</u>

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

**NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)**

6 Long-Term Debt (Continued)

Long-term debt matures as follows:

	<u>Colorado DesignScapes, Inc.</u>	<u>Ascherhauer Jordan Road, LLC</u>	<u>Combined</u>
<u>For the Years Ending:</u>			
December 31, 2022	\$ 414,293	\$ 162,608	\$ 576,901
December 31, 2023	410,101	169,739	579,840
December 31, 2024	239,499	175,569	415,068
December 31, 2025	120,264	-	120,264
December 31, 2026	66,738	-	66,738
	<u>\$ 1,250,895</u>	<u>\$ 507,916</u>	<u>\$ 1,758,811</u>

Interest expense on long-term debt and the line of credit, for the years ended December 31, 2021 and 2020, was \$43,875 and \$61,665, respectively, for Colorado DesignScapes, Inc.; and, \$25,956 and \$32,531, respectively, for Ascherhauer Jordan Road, LLC.

7 Operating Leases

Colorado DesignScapes, Inc. leases vehicles and office equipment under operating leases of 36 to 48 months, with lease payments ranging from \$376 to \$2,202 per month. Lease expense was \$914,058 and \$776,453 for the years ended December 31, 2021 and 2020, respectively.

Future minimum lease payments are as follows:

<u>For the Years Ending:</u>	
December 31, 2022	\$ 560,167
December 31, 2023	387,443
December 31, 2024	272,706
December 31, 2025	64,072
	<u>\$ 1,284,388</u>

8 Related Party

Colorado DesignScapes, Inc. leases its office space from Ascherhauer Jordan Road, LLC for \$12,500 per month. The lease expires August, 2023. During the years ended December 31, 2021 and 2020, Colorado DesignScapes, Inc. paid rent in the amounts of \$150,000 and \$150,000 to Ascherhauer Jordan Road, LLC; of which \$48,000 and \$48,000, respectively, was included in the Cost of Construction.

At December 31, 2021 and 2020, Colorado DesignScapes, Inc. had a receivable from its stockholder in the amount of \$34,709 and \$31,406, respectively.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

9 Advertising and Promotion

Advertising and promotion costs, for Colorado DesignScapes, Inc., are expensed as incurred. Advertising and promotion expense, for the years ended December 31, 2021 and 2020, was \$148,329 and \$154,580, respectively.

10 Changes in Estimates

Revisions in estimated contract profits are made in the year in which circumstances requiring the revision become known. The effect of changes in estimates of contract profits, for Colorado DesignScapes, Inc., was to decrease the net income for the year ended December 31, 2021 by \$209,986 from that which would have been reported had the revised estimate been used as the basis of recognition of contract profits in the preceding year.

11 Backlog

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021. Backlog represents the amount of revenue that Colorado DesignScapes, Inc. expects to realize from work to be performed on uncompleted contracts in-progress at year end.

Backlog Balance - Beginning of Year	\$ 5,231,982
New Contracts and Contract Adjustments During the Year	<u>36,137,269</u>
	41,369,251
Less: Contract Revenue Earned During the Year	<u>32,497,475</u>
Backlog Balance - End of Year	<u>\$ 8,871,776</u>

12 Commitments and Contingencies

Colorado DesignScapes, Inc., as conditions for entering into certain construction contracts, purchase surety bonds. The bonds are guaranteed by contracts receivable of the Company.

Colorado DesignScapes, Inc. is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of surety ship, guarantee, or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts.

The Companies are subject to various claims and legal proceeding covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material effect on the financial condition or results of operations of the Companies.

13 COVID-19

Beginning in 2020, domestic and international economies are facing uncertainty related to the COVID-19 disease.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

13 COVID-19 (Continued)

As such, the Companies might be adversely affected by supply chain availability, project cancellations or delays, workplace rules or stoppages, labor shortages or absences, and potential increases in costs or decreases in revenue. Management is currently evaluating the impact it will have on future operations.

14 Subsequent Events

Subsequent events have been evaluated through June 10, 2022, the date the combined financial statements were available to be issued.

15 Accounting Framework

The December 31, 2020 combined financial statements were prepared using the accounting principles generally accepted in the United States (U.S. GAAP). The Companies have adopted the AICPA's FRF for SMEs framework for the December 31, 2021 combined financial statements. Therefore, the December 31, 2020 combined financial statements were restated using the FRF for SMEs framework. There were no changes to the 2020 combined financial statements due to the restatement.

16 Working Capital (Deficit) and Current Ratios

The Companies' working capital (deficit) and current ratios were as follows:

Colorado DesignScapes, Inc.

	<u>2021</u>	<u>2020</u>
Working Capital	<u>\$ 2,500,347</u>	<u>\$ 2,591,064</u>
Current Ratios	<u>1.71</u>	<u>1.72</u>

Ascherhauer Jordan Road, LLC

	<u>2021</u>	<u>2020</u>
Working Capital (Deficit)	<u>\$ (23,629)</u>	<u>\$ (14,330)</u>
Current Ratios	<u>0.85</u>	<u>0.91</u>

Combined

	<u>2021</u>	<u>2020</u>
Working Capital	<u>\$ 2,476,718</u>	<u>\$ 2,576,734</u>
Current Ratios	<u>1.68</u>	<u>1.69</u>

SUPPLEMENTARY INFORMATION

COLORADO DESIGNSCAPES, INC.

SCHEDULES OF REVENUE, DIRECT AND INDIRECT COSTS BY DIVISION
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
(FRF for SMEs Accounting Framework Basis)

2021

	<u>Maintenance</u>	<u>Residential</u>	<u>Commercial</u>	<u>Total</u>
Revenue	\$ 7,999,255	\$ 11,556,894	\$ 12,941,326	\$ 32,497,475
Direct Costs	4,237,983	7,410,498	9,413,713	21,062,194
Indirect Costs	<u>2,917,610</u>	<u>2,782,073</u>	<u>3,091,759</u>	<u>8,791,442</u>
Gross Profit	<u>\$ 843,662</u>	<u>\$ 1,364,323</u>	<u>\$ 435,854</u>	<u>\$ 2,643,839</u>

2020

	<u>Maintenance</u>	<u>Residential</u>	<u>Commercial</u>	<u>Total</u>
Revenue	\$ 7,232,803	\$ 9,497,605	\$ 15,103,951	\$ 31,834,359
Direct Costs	3,981,915	5,961,346	10,636,742	20,580,003
Indirect Costs	<u>2,647,801</u>	<u>2,268,941</u>	<u>2,889,819</u>	<u>7,806,561</u>
Gross Profit	<u>\$ 603,087</u>	<u>\$ 1,267,318</u>	<u>\$ 1,577,390</u>	<u>\$ 3,447,795</u>

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

COMBINED SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
(FRF for SMEs Accounting Framework Basis)

	<u>2021</u>	<u>2020</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Advertising and Promotion	\$ 148,329	\$ 154,580
Bank Charges	8,181	1,823
Contract Labor	227,689	151,700
Dues and Subscriptions	29,681	29,115
Insurance	214,911	213,704
Interest	43,875	61,665
Office Expense	474,635	317,215
Professional and Consulting	142,501	101,537
Repairs and Maintenance	191,298	175,415
Salaries - Office	938,373	854,916
Taxes and Licenses	122,638	111,420
Telephone	27,321	20,165
Utilities	<u>28,174</u>	<u>26,993</u>
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	<u>\$2,597,606</u>	<u>\$2,220,248</u>

See accompanying independent auditors' report and notes to combined financial statements.

**COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC**

**COMBINING STATEMENT OF ASSETS, LIABILITIES, AND EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)**

	<u>ASSETS</u>	<u>ASSETS</u>	<u>Eliminations</u>	<u>Combined</u>
	Colorado DesignScapes, Inc.	Ascherhauer Jordan Road, LLC		
CURRENT ASSETS				
Cash and Cash Equivalents	\$ 119,742	\$ 126,479	-	\$ 246,221
Accounts Receivable	4,844,257	12,500	(12,500)	4,844,257
Trade	847,319	-	-	847,319
Retainage	22,386	-	-	22,386
Employees	5,713,962	12,500	(12,500)	5,713,962
Less: Allowance for Doubtful Accounts	30,000	-	-	30,000
Total Accounts Receivable (Net)	5,683,962	12,500	(12,500)	5,683,962
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	135,151	-	-	135,151
Inventory	37,311	-	-	37,311
Due from Stockholder	34,709	-	-	34,709
Total Current Assets	<u>6,010,875</u>	<u>138,979</u>	<u>(12,500)</u>	<u>6,137,354</u>
PROPERTY AND EQUIPMENT				
Building and Leasehold Improvements	874,037	2,018,978	-	2,893,015
Land	-	893,999	-	893,999
Machinery and Equipment	4,887,428	-	-	4,887,428
Vehicles	650,240	-	-	650,240
Office Furniture	163,855	-	-	163,855
Less: Accumulated Depreciation	6,575,560	2,912,977	-	9,488,537
Total Property and Equipment (Net)	<u>3,942,200</u>	<u>1,293,527</u>	<u>-</u>	<u>5,235,727</u>
	<u>2,633,360</u>	<u>1,619,450</u>	<u>-</u>	<u>4,252,810</u>
OTHER ASSETS				
Intangible Assets (Net)	-	3,848	-	3,848
Deposits	3,750	-	-	3,750
Total Other Assets	<u>3,750</u>	<u>3,848</u>	<u>-</u>	<u>7,598</u>
TOTAL ASSETS	<u>\$ 8,647,985</u>	<u>\$ 1,762,277</u>	<u>\$ (12,500)</u>	<u>\$ 10,397,762</u>

See accompanying independent auditors' report and notes to combined financial statements.

LIABILITIES AND STOCKHOLDERS AND MEMBERS EQUITY

	Colorado DesignScapes, Inc.	Ascherhauer Jordan Road, LLC	Eliminations	Combined
CURRENT LIABILITIES				
Current Portion of Long-Term Debt	\$ 414,293	\$ 162,608	\$ -	\$ 576,901
Accounts Payable				
Trade	2,007,227	-	(12,500)	1,994,727
Retainage	<u>1,460</u>	<u>-</u>	<u>-</u>	<u>1,460</u>
Total Accounts Payable	2,008,687	-	(12,500)	1,996,187
Billings In Excess of Cost and Estimated Earnings on Uncompleted Contracts	364,984	-	-	364,984
Accrued Payroll and Payroll Taxes	184,842	-	-	184,842
Accrued Expenses	182,116	-	-	182,116
Customer Deposits	355,606	-	-	355,606
Total Current Liabilities	<u>3,510,528</u>	<u>162,608</u>	<u>(12,500)</u>	<u>3,660,636</u>
LONG-TERM LIABILITIES				
Long-Term Debt, Less Current Portion	836,602	345,308	-	1,181,910
Total Liabilities	<u>4,347,130</u>	<u>507,916</u>	<u>(12,500)</u>	<u>4,842,546</u>
STOCKHOLDERS AND MEMBERS EQUITY				
Common Stock, No Par Value; 50,000 Shares Authorized; 500 Shares Issued	50	-	-	50
Member's Equity	-	1,254,361	-	1,254,361
Additional Paid-In Capital	81,615	-	-	81,615
Retained Earnings	4,219,190	-	-	4,219,190
Total Stockholder's and Member's Equity	<u>4,300,855</u>	<u>1,254,361</u>	<u>-</u>	<u>5,555,216</u>
TOTAL LIABILITIES AND STOCKHOLDER'S AND MEMBERS EQUITY	<u>\$ 8,647,985</u>	<u>\$ 1,762,277</u>	<u>\$ (12,500)</u>	<u>\$ 10,397,762</u>

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

COMBINING STATEMENT OF REVENUE AND EXPENSES
 FOR THE YEAR ENDED DECEMBER 31, 2021
 (FRF for SMEs Accounting Framework Basis)

	Colorado DesignScapes, Inc.	Ascherhauer Jordan Road, LLC	Eliminations	Combined
REVENUE FROM CONSTRUCTION	\$ 32,497,475	\$ -	\$ -	\$ 32,497,475
COST OF CONSTRUCTION REVENUE	<u>29,901,636</u>	-	<u>(48,000)</u>	<u>29,853,636</u>
GROSS PROFIT	2,595,839	-	48,000	2,643,839
GENERAL AND ADMINISTRATIVE EXPENSES - Schedule	<u>2,699,606</u>	-	<u>(102,000)</u>	<u>2,597,606</u>
INCOME (LOSS) FROM OPERATIONS	<u>(103,767)</u>	-	<u>150,000</u>	<u>46,233</u>
RENTAL INCOME (EXPENSE)				
Rental Income	-	191,989	(150,000)	41,989
Depreciation and Amortization	-	(38,384)	-	(38,384)
Interest (Expense)	-	(25,956)	-	(25,956)
Total Rental Income	<u>-</u>	<u>127,649</u>	<u>(150,000)</u>	<u>(22,351)</u>
OTHER INCOME				
Interest Income	204	-	-	204
Gain on Sale of Fixed Assets	7,865	-	-	7,865
Other Income	<u>1,443,506</u>	-	-	<u>1,443,506</u>
Total Other Income	<u>1,451,575</u>	<u>-</u>	<u>-</u>	<u>1,451,575</u>
NET INCOME	<u>\$ 1,347,808</u>	<u>\$ 127,649</u>	<u>\$ -</u>	<u>\$ 1,475,457</u>

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC. AND
ASCHERHAUER JORDAN ROAD, LLC

COMBINING STATEMENT OF GENERAL AND ADMINISTRATIVE EXPENSES
 FOR THE YEAR ENDED DECEMBER 31, 2021
 (FRF for SMEs Accounting Framework Basis)

	Colorado DesignScapes, Inc.	Ascherhauer Jordan Road, LLC	Eliminations	Combined
GENERAL AND ADMINISTRATIVE EXPENSES				
Advertising and Promotion	\$ 148,329	\$ -	\$ -	\$ 148,329
Bank Charges	8,181	-	-	8,181
Contract Labor	227,689	-	-	227,689
Dues and Subscriptions	29,681	-	-	29,681
Insurance	214,911	-	-	214,911
Interest	43,875	-	-	43,875
Office Expense	474,635	-	-	474,635
Professional and Consulting	142,501	-	-	142,501
Rent	102,000	-	(102,000)	-
Repairs and Maintenance	191,298	-	-	191,298
Salaries - Office	938,373	-	-	938,373
Taxes and Licenses	122,638	-	-	122,638
Telephone	27,321	-	-	27,321
Utilities	28,174	-	-	28,174
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	<u>\$2,699,606</u>	<u>\$ -</u>	<u>\$ (102,000)</u>	<u>\$2,597,606</u>

See accompanying independent auditors' report and notes to combined financial statements.

COLORADO DESIGNSCAPES, INC.

SUMMARY OF CONTRACTS
FOR THE YEAR ENDED DECEMBER 31, 2021
(FRF for SMEs Accounting Framework Basis)

	Contract Amount	Costs To Date	Estimated Costs To Complete	Total Estimated Job Cost	Total Estimated Gross Profit	Percent Complete	Prior Year Recognized	Current Year	Costs Plus Gross Profit	Billings To Date	Costs and Estimated Earnings In Excess of Billings	Billings in Excess of Estimated Earnings
COMPLETED CONTRACTS												
Reunion F35	\$ 726,072	\$ 852,787					\$ (76,870)	\$ (49,845)	\$ 726,072			
Westgate Charter School	1,843,658	1,958,030			(146,982)	97.97%	(45,265)	(69,107)	1,843,658			
Harvey Park Phase II	2,429,468	2,341,079			(85,056)	99.47%	27,247	61,142	2,429,468			
Harvard Gulch Golf	448,500	926,691			(55,668)		(55,668)	(422,523)	448,500			
Small Commercial Jobs	4,413,516	3,341,007			60,157			1,012,352	4,413,516			
Lighting	1,034,994	880,930			-		-	154,064	1,034,994			
Maintenance	6,964,261	6,290,663			-		-	673,598	6,964,261			
Residential Construction	11,556,894	10,208,571			-		-	1,348,323	11,556,894			
TOTAL COMPLETED CONTRACTS	29,417,363	26,799,758			(90,399)		2,708,004	2,708,004	29,417,363			
UNCOMPLETED CONTRACTS												
J.M. Smuckers	1,631,362	877,674	\$ -	\$ 877,674	\$ 753,688	100.00%	753,688	-	1,631,362	\$ 1,631,362	\$ -	\$ -
GVR Filing 2	857,147	983,709	20,420	1,004,129	(146,982)	97.97%	6,030	(153,012)	836,727	834,468	2,259	-
GVR Filing 1	948,646	1,065,337	5,640	1,070,977	(122,331)	99.47%	(85,056)	(37,275)	943,006	948,646	-	5,640
Timberleaf	3,566,538	1,507,134	1,750,681	3,257,815	308,723	46.26%	23,940	118,882	1,649,956	1,710,090	-	60,134
GVR Ponds	734,457	743,389	21,000	764,389	(29,932)	97.25%	-	(29,932)	713,457	705,957	7,500	-
CCOD - Bible Park	1,189,282	1,086,877	60,000	1,146,877	42,405	94.77%	-	40,187	1,127,064	1,121,821	5,243	-
DeLong Park	844,378	752,487	209,087	961,574	(117,196)	78.26%	-	(117,196)	635,291	631,466	3,825	-
Terrain Filing 4	989,156	568,231	403,544	971,775	17,381	58.47%	-	10,163	578,394	549,110	29,284	-
Reunion Ridge Filing 2-4	1,587,000	295,852	1,290,252	1,586,104	896	18.65%	-	167	296,019	323,947	-	27,928
Reunion Ridge Filing F1	2,602,789	973,286	1,515,778	2,489,064	113,725	39.10%	-	44,469	1,017,755	1,195,272	-	177,517
Inspiration	1,498,700	137,298	1,353,149	1,490,447	8,253	9.21%	-	760	138,058	231,823	-	93,765
Quail Street	396,000	235,245	147,297	382,542	13,458	61.50%	-	8,276	243,521	206,379	37,142	-
Saint Peter Saint Paul	652,420	652,214	7,000	659,214	(6,794)	98.94%	-	(6,794)	645,420	631,280	14,140	-
GVR Filing 3	1,113,000	176,824	904,972	1,081,796	31,204	16.35%	-	5,100	181,924	154,113	27,811	-
GVR Filing 5	993,000	90,105	860,283	950,388	42,612	9.48%	-	4,040	94,145	86,198	7,947	-
TOTAL UNCOMPLETED CONTRACTS	19,603,875	10,145,662	\$ 8,549,103	\$ 18,694,765	\$ 909,110		698,602	(112,165)	10,732,099	\$ 10,961,932	\$ 135,151	\$ 364,984
TOTAL CONTRACTS	\$ 49,021,238	36,945,420					608,203	2,595,839	40,149,462			
LESS: AMOUNT RECOGNIZED IN PRIOR YEAR												
							608,203	-	-			7,651,987
INTERCOMPANY ELIMINATIONS												
							-	48,000	-			-
BALANCE APPLICABLE TO THE YEAR ENDED DECEMBER 31, 2021												
							\$ -	\$ 2,643,839	\$ 32,497,475			

See accompanying independent auditors' report and notes to combined financial statements.

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Jeffco 2019 DW Paving and Concrete	\$ 1,144,383	100%			Demolition, Concrete, Asphalt, Signage, Striping	Mark Demovsky	Littleton, Golden, Wheat Ridge, & Lakewood	Jeffco Public Schools	(303) 982-2543	Design Concepts	Bernadette Kelly	(303) 664-5301	
A12 CMGC 3 Sites	\$ 1,999,595	100%			Demolition, Concrete, Asphalt, Signage, Striping, Landscape, Irrigation	Chris Stone	Multiple sites	Adams 12 schools	(720) 972-4291	Line Green Design		(303) 733-7558	
A12 Cotton Creek Elem	\$ 8,305	100%			Landscape	Chris Stone	Westminster	Adams 12 schools	(720) 972-4291	PLANS FOLDER EMPTY			
Thornion HS	\$ 105,115	100%			Demolition, Concrete, Asphalt, Signage, Striping	Chris Stone	Thornion	Adams 12 schools	(720) 972-4291	DHM Design			
TAM Legacy HS	\$ 84,635	100%			Landscape and Irrigation	Chris Stone	Broomfield	Adams 12 schools	(720) 972-4291	RBB Architects		(970) 484-0115	
A12 Hunters Glen ES	\$ 15,550	100%			Landscape and Irrigation	Chris Stone	Thornion	Adams 12 schools	(720) 972-4291	Lamar Keisley Associates, Inc			
A12 Crossroads HS	\$ 33,092	100%			Landscape and Irrigation	Chris Stone	Northglenn	Adams 12 schools	(720) 972-4291	RBB Architects		(970) 484-0114	
A12 MEElwain	\$ 64,800	100%			Landscape and Irrigation	Chris Stone	Denver	Adams 12 schools	(720) 972-4291	RBB Architects		(970) 484-0115	
A12 Huletum K-8	\$ 72,325	100%			Demolition, Concrete, Asphalt, Signage, Striping	Chris Stone	Northglenn	Adams 12 schools	(720) 972-4291	RBB Architects		(970) 484-0116	
A12 Glacier Peak Irrigation	\$ 102,382	100%			Irrigation	Chris Stone	Brighton	Adams 12 schools	(720) 972-4291	RBB Architects		(970) 484-0117	
Commerce City - Veterans Memorial Park	\$ 2,167,093	100%			New Regional Park - Overlot Grading, Utilities, Structural and Concrete, Asphalt, Artificial Turf, Multi-Use Field, Shelters, Site Furnishings, Landscape, Irrigation	Mark Demovsky	Commerce City	City of Commerce City	(303) 289-8166	DHM Design	Bill Neumann	(303) 892-5566	
CCOD Harvey Park Phase 1 - Irrigation	\$ 2,382,595	100%			Irrigation Renovation, Directional Boring and Concrete Path Renovation in existing park	Mark Demovsky	Denver	City and County of Denver	(720) 913-0622	Hydrosystems	Ken Di Paolo	(303) 849-1428	
CCOD Harvard Gulch Golf	\$ 551,500				Golf Course Irrigation Renovation	Dik Guber	Denver	City and County of Denver	(720) 913-0622	Rodgers Design Group	Larry Rodgers	(303) 989-6955	
Aurora Reservoir Playground	\$ 381,610	100%			Earthwork, Demolition, Site Furnishings, Erosion Control, Play Equipment, Drainage, Fencing in Place Surfacing	Dik Guber	Aurora	City of Aurora	(303) 739-7156	City of Aurora	Katie Thompson	(303) 739-7156	120
Wrangler Park	\$ 985,000	100%			New Regional Park w/Restroom Facility, Maintenance Building and Underground Pump Room, Overlot Grading, Utilities, Structural and Concrete, Asphalt, Artificial Turf, Multi-Use Field, Shelters, Site Furnishings, Landscape, Irrigation	Doug Gibb	Castle Rock	Castle Rock Parks & Rec, Jeff Smullen	(303) 987-7678	Norris Design	Aaron Hayne	(303) 892-1166	150
Benedict Fountain Park	\$ 688,716	100%			Demolition, Site Work, Concrete, Landscape, Irrigation, Site Furnishings, Masonry	Chris Stone	Denver	City and County of Denver	(720) 913-4522	Dan Design	Bill Neumann	(303) 892-5566	140
Benedict Park	\$ 965,349	100%			Demolition, Site Work, Concrete, Asphalt, Shade Structure, Irrigation, Landscape, Electrical, Steel Fabrication, Splash Pad	Doug Gibb	Brighton	City of Brighton	(303) 655-2135	Stanley Consultants	Jamie Ramos	(303) 929-8293	210
Benedict Park Restroom	\$ 290,977	100%			New Restroom Facility	Doug Gibb	Brighton	City of Brighton	(303) 655-2135	Stanley Consultants	Jamie Ramos	(303) 929-8294	145
Boulder Valley 2015 Civil Projects	\$ 2,153,504	100%			Asphalt Rebitumling, Resurfacing & Parking Lot Reconstruction, Concrete Pavement Replacement, Jet Cleaning of Storm Sewer System, Preparation for New Synthetic Field & Track (Turf Installation and Track Surfacing by Owner), Irrigation System Upgrades	Doug Gibb & Dik Guber	Boulder County	Boulder Valley School District RE-2	(303) 561-5113	JVA, Inc. (Engineering) Design Concepts (Architect)	Kevin Tome	JVA (303) 444-1951 DC (303) 664-5501	95

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Biggs Street Trail	\$ 235,715	100%	Prime		Grading, Cut & Fill Material, Concrete, Seeding, Install Bridge, Plantings	Nate Page	Erie	Town of Erie					135
Brighton Monument Sign	\$ 136,337	100%	Prime	60%	Demolition, Earthwork, Masonry, Landscape, Irrigation, Maintenance	Dik Gulber	Brighton	City of Brighton	(303) 655-2135	Stanley Consultants	Jamie Ramos	(303) 799-6906	90
Britton Park & Griffith Park	\$ 2,612,576	100%	Prime		Demo, Rough/Pre-Grading, Erosion Control, Storm Drainage, Concrete Paving, Concrete Edging, Concrete Paving Walls, Concrete Ramps, Landscape Boulders, Shade Shields, Playground Surfacing, 3' tall open Fence, Site Furnishings, Signage, Handtrails, Playground Equipment, Irrigation Systems, Soil Prep, Plantings, Landbon, Seelstem, Seocks, Coud	Doug Gibb	5605 W. 69th / 5162 Carr St, Avada	City of Avada	(720) 899-7390	DHM	Matt Knight	(720) 753-3699	243
Broomfield Specialty Concrete & Landscape	\$ 198,533	100%	Prime	100%	Demolition, Concrete, Landscape, Sandblasting	Doug Gibb	Broomfield	City of Broomfield	(303) 464-5802	Frank Millenberger LA	Frank Millenberger	(303) 722-7563	160
Carmichael Park	\$ 1,836,590	100%	Prime	50%	New Regional Park, Warehouse & Maintenance Building, Overlot Grading, Utilities, Structural & Architectural Concrete Asphalt, Multi-use Field Shields, Playgrounds, Site Furnishings, Landscape, Irrigation	Doug Gibb	Brighton	City of Brighton, Gary Wandle	(303) 655-2135	Norris Design	John Birkley	(303) 892-1166	180
Centennial Parking Lot	\$ 293,992	100%	Prime	95%	Concrete, Landscape, Irrigation	Dik Gulber	Centennial	City of Centennial	(720) 346-8377	Norris Design	John Birkley	(303) 892-1166	90
Cherry Creek Elementary School #43	\$ 402,990	100%	Prime	90%	Landscape, Irrigation, Erosion Control	Doug Gibb	Aurora	Cherry Creek Schools	(303) 792-2132	Cherry Creek SD	Donna Mehn	(303) 231-2072	120
Cherry Drive Playground	\$ 57,771	100%	Prime	99%	Demolition, Concrete, Landscape, Irrigation, Sandblasting	Chris Stone	Thornton	Adams 12 schools	(720) 972-4281	Design Concepts	Shannon Weber	(303) 694-5301	90
Community College of Aurora	\$ 182,805	100%	Prime		Erosion Control, Clearing & Grubbing, Electrical, Soil Prep, Landscape Boulders, Ground Covers, Steel Edges, Sod, Planting, Irrigation	Chris Stone	16000 E. Centennial Parkway, Aurora	Dept. of Higher Education	(303) 360-4764	Norris Design	John Birkley	(303) 892-1166	140
Conservatory Green	\$ 557,244	100%	Sub	85%	Landscape, Irrigation, Drainage	Dik Gulber	Denver	Denver Public Schools	(720) 424-5465	Design Concepts	Erik Spring	(303) 694-5301	140
Cuato Venitas Park	\$ 1,021,454	100%	Prime	30%	Erosion control, Demolition, Concrete, Irrigation, Landscape, Earthwork, Utility, Site Furnishings, Play equipment, Fencing, Masonry, Electrical	Chris Stone	Denver	City and County of Denver	(720) 913-0522	Stream Design	Jesse Clark	(720) 693-7352	350
Danahy Park	\$ 289,807	100%	Prime	27%	Tennis Courts, Concrete, Play Equipment, Landscape, Irrigation, Fencing	Doug Gibb	Northglenn	City of Northglenn	(303) 450-8792	City of Northglenn	Pam Aare	(303) 450-8792	90
Danahy Playground	\$ 289,807	100%	Prime	40%	Demolition, Site Furnishings, Electrical, Landscape, Irrigation	Doug Gibb	Northglenn	City of Northglenn	(303) 450-8950	City Engineer	n/a		180
Deer Trail Playground	\$ 85,098	100%	Prime		Demo, Erosion Control, Landscaping, Irrigations, Plantings, Concrete Slats, Paving, Chase Drain	Dik Gulber	350 2nd Ave, Deer Trail	Deer Trail School Dist. 26J	(303) 769-4421	Eric Coakly Landscape		(720) 261-5662	70
Demango Market	\$ 1,801,319	100%	Prime	51%	Construction of City Park and Streetscape, Overlot Grading, Utilities, Concrete, Site Furnishings, Pavers, Landscape, Irrigation.	Tom Brownfield	Denver	Demango Market Distrit, Chris Hafl	(303) 771-1500	RNL Design	Sarah Mail	(303) 295-1717	300
Devils Head Park	\$ 149,166	100%	Prime	100%	Earthwork, Landscape, Irrigation, Drainage, Traffic Control	Doug Gibb	Denver	Take Rock Matro	(303) 887-3927	TST Denver	Gerdnon Bennett	(303) 792-0557	90

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Dove Valley	\$ 186,466	100%	Prime		Earthwork, Concrete, Stone, Electrical, Lighting, Landscape, Irrigation	Dik Gruber	Centennial	Dove Valley Metro District	(303) 967-0835	Solara Designs		(303) 477-2293	150
Frist Citizens Bank	\$ 71,701	100%	Sub		Landscaping, Plantings, Irrigation, Paving	Dik Gruber	3611 East 1st Ave, Denver	Callahan Construction, Matt Callahan	(919) 828-8359	Davis Partnership	Ryan Boyle	(919) 828-5359	60
Foothills, Centennial, Crestview Playgrounds	\$ 406,091	100%	Prime	100%	Demolition, Playground Equipment, Landscape, Irrigation, Site Furnishings	Doug Gibb	Boulder	Boulder Valley Schools	(303) 447-1010	Design Concepts	Carol Henry	(303) 564-5301	45
Forest Springs Park	\$ 834,917	100%	Prime	41%	New Regional Park, Overlot Grading, Utilities, Structural and Architectural Concrete, Multi-Use Field, Playgrounds, Site Furnishings, Landscape, Irrigation	Doug Gibb	Arvada	City of Arvada, Jeff Simmons	(720) 898-7400	Bilina Design Group	Tim Piper	(303) 456-2887	170
Garland Park	\$ 515,100	100%	Prime	20%	Demolition, Concrete, Landscape, Play Equipment, Site Furnishings	Dik Gruber	Denver	City and County of Denver	(720) 913-0519	Stream Design	Jesse Clark	(720) 653-7352	150
Glacier Peak Elementary School	\$ 357,417	100%	Prime	49%	Demo, Earthwork, Erosion Control, Utilities, Concrete, Asphalt, Electrical, Landscape, Irrigation, Striping, Site Furnishings	Doug Gibb	Brighton	Adams 12 Five Star Schools, Ryan Harter	(720) 972-4329	Brown Civil Eng	Margaret Brown	(303) 551-8910	90
Greeley 11th Avenue	\$ 100,047	100%	Prime	100%	Irrigation Design, Irrigation Installation, Sod	Brandon Carlson	Greeley	City of Greeley	(970) 356-4180	City of Greeley	Mike Jacobson	(970) 560-9793	60
Highland Heritage Park	\$ 2,100,000	90%	Prime		Demolition, Concrete, Shelters, Restrooms, Landscape, Irrigation, Sandblasting, Drainage, Utilities, Electrical, Asphalt, Steel Fabrication, Site Furnishings, Masonry, Fencing, Play Equipment	Dik Gruber	Highlands Ranch	Douglas County, Curt Shan	720-733-6990	Design Concepts	Carol Henry	(303) 664-5301	215
Hwy 287 & Pike Road	\$ 163,065	100%	Prime	100%	Landscape and Irrigation	Doug Gibb	Longmont	City of Longmont	(303) 774-4532	City of Longmont	Steve Ransweiler	(303) 774-4532	90
Jim Hamm Park	\$ 1,459,594	100%	Prime		Survey, Demo, Earthwork, Concrete, Asphalt Paving, Storm Drain, Headwall, Playground Equipment, Play Surfacing, Pergola, Viewing Deck, Seed, Mulch, Trees, Plantings, Irrigation, Infiltration Basin	Doug Gibb	Longmont	City of Longmont	(303) 651-4448	Confluent Design		(303) 709-6783	220
Ken-Caryl Valley Pkwy	\$ 212,274	100%	Prime		Demolition, Earthwork, Drainage, Landscape, Irrigation	Doug Gibb	Ken-Caryl	Ken-Caryl Metro District	(303) 979-1876	Hydro Systems/KDI	Ken DiPaolo	(303) 980-5327	90
KIPP Football Field Replacement	\$ 188,308	100%	Prime	85%	Demolition, Earthwork, Drainage, Landscape, Irrigation	Chris Stone	Denver	KIPP Colorado	(303) 934-5245	Colorado Designscapes		(303) 721-9003	90
Legacy High School	\$ 134,998	100%	Prime		Baiting Cages, Demo, Concrete, Irrigation	Doug Gibb	Brighton	Adams 12 Five Star Schools, Eddie Coronado	(720) 972-4216	Ground Engineering	Troy	(303) 289-1889	90
Liberty Ranch Park	\$ 341,064	100%	Prime		Design Build, Demo, Clear & Grub, Earthwork, Sports Equipment, Soil Prep, Planting, Irrigation System, Site Furnishings, Concrete Paving	Dik Gruber	4155 Mulligan Dr, Mead	Town of Mead		JVA, Inc.	Ken Clifford	(303) 444-1951	320
Longmont Athletic Field	\$ 80,309	100%	Prime	65%	Concrete, Drainage, Play Equipment, Poured in Place	Doug Gibb	Longmont	City of Longmont	(303) 651-8343	n/a	n/a		45
Lucent Medians	\$ 131,588	100%	Prime	90%	Landscape, Irrigation, Concrete, Directional Boring, Drainage	Nate Page	Highlands Ranch	Highlands Ranch Metro District	(303) 791-2710	Jimenez Design Group	n/a	(303) 736-8259	60
Main Street	\$ 334,370	100%	Prime		Misc demo, Play Equipment, Poured in Place Surfacing, Site Furnishing, Sandblasting, Landscape Boulders, Plantings, Soil Prep, Steel Edger, Ground Coverings	Dik Gruber	820 Main St, Longmont	St Vrain School Dist.		Norris Design	John Bixey	(303) 892-1166	150

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Portos	\$ 424,700	100%	Sub		Boring, Irrigation, Grading, Tilling, Straw Chipping, Rock Mulch, Sod, Seed, Plantings	Chris Stone	Aurora	ACP DIA 1287 Investors	(602) 595-6121	Norris Design	John Bixey	(303) 992-1166	60
Promenade Park Streetscapes	\$ 2,800,000	95%	Prime		Demolition, Concrete, Shelters, Restrooms, Landscape, Irrigation, Sandblasting, Drainage, Utilities, Electrical, Asphalt, Steel Fabrication, Site Furnishings, Masonry, Fencing, Play Equipment	Doug Gibb	Lonetree	Clifton Larson	303-903-9750	Merrick & Co	Carson Besgrove	303-353-3867	360
Quebec Monument	\$ 425,976	100%	Sub		Sod, Soil Grading, Plantings, Water Feature, Concrete Walls, Irrigation, Tree Transplanting, Lighting, Signage	Chris Stone	Thornton	GC: D R Horton	(303) 754-3242	DHM Design		(303) 992-5566	180
Radiant Park	\$ 1,389,917	100%	Prime	40%	New Regional Park w/Restroom Facility & Maintenance Building, Overlot Grading, Utilities, Structural and Architectural Concrete, Multi-Use Field, Playgrounds, Site Furnishings, Landscape, Irrigation	Tom Herman	Fort Collins	City of Fort Collins, Kathleen Benedict	(970) 416-2260	Alter Lingle Messery Architects	Shawn Mosecp	(970) 223-1820	240
Real Soccer	\$ 109,779	100%	Prime	99%	Earthwork, Erosion Control, Concrete, Retaining Walls, Steel Fabrication, Shelters, Landscape, Irrigation	Tom Brownfield	Lonetree	Real Soccer	(303) 522-3359	Galloway	Joe Wilson	(303) 770-8894	120
Red Hawk Ridge ES Playground	\$ 485,504	100%	Prime		Surveying, Erosion Control, Demo, Earthwork, Utilities, Signage, Handrails, Asphalt, Retaining Wall, Synthetic Turf, Sod Prep, Planting, Site Furnishings, Stada Shelter, Picnic Table	Chris Stone	16251 East Goddess Ave, Aurora	Cherry Creek Schools	(720) 554-4611	Landscape Architecture		(303) 244-5920	180
Sapleton Filing 40	\$ 244,487	100%	Prime	80%	Earthwork, Landscape, Concrete, Irrigation, Site Furnishings	Dik Gruber	Denver	M.A. Mortenson	(720) 259-4828	Socom	Kala Nestbit	(303) 228-3000	120
Stem K-1 Playground	\$ 257,000	80%	Prime	55%	Demolition, Concrete, Landscape, Irrigation, Sandblasting, Drainage, Utilities, Asphalt, Site Furnishings, Fencing, Play Equipment	Doug Gibb	Highlands Ranch	STEM Schools					120
Stonegate Gazabo	\$ 165,589	100%	Prime	58%	Site Furnishings, Concrete, Landscape, Irrigation, Shelter, Masonry	Chris Stone	Stonegate Metro District	Stonegate Metro District	(303) 649-9857	Wenk & Associates	N/A	(303) 628-0003	60
Stoney Creek E.S.	\$ 287,000	0%	Prime	58%	Playpit Renovations: Demo, Concrete, Landscape, Irrigation, Drainage	Chris Stone	Lakewood	Jefferson County School District					75
Stuberhand Shire & Westborough Playgrounds	\$ 403,000	0%	Prime	38%	Playpit Renovations: Demo, Concrete, Landscape, Irrigation, Drainage	Mark Demowsey	Lakewood	City of Lakewood					75
Table Mesa Shopping Center	\$ 343,902	100%	Sub		Demo, Surveying, Excavation, Boulder Wall, Irrigation, Planting, Utilities, Concrete, Asphalt, Sign Post	Dik Gruber	603-695 S Broadway, Boulder	GC: WW Reynolds		Design Concepts		(303) 654-5301	180
Tallgrass Park	\$ 608,177	100%	Prime	98%	Phase 2&3 of New Park, Overlot Grading, Utilities, Concrete, Post-Tensioned Courts, Retaining Walls	Tom Herman	Aurora	Agapee Parks & Rec, Doug Rockne	(303) 269-9412	Rockne City Design	Doug Rockne	(303) 770-5746	165
Tallgrass Park Phase 2	\$ 295,359	100%	Prime	90%	Landscape, Irrigation, Concrete	Chris Stone	Aurora	Agapee Parks & Rec	(303) 269-9412	Rockne City Design	Doug Rockne	(303) 770-5746	120
Village at Yorkshire	\$ 609,815	100%	Sub		Demo, Earthwork, Concrete, Asphalt Patchback, Utilities, Drainage, Landscape, Irrigation, Playground, Stairway, Handrails, Clubhouse	Doug Gibb	Thornton	GC: Pinkard Construction		Marin Consultants Engineers		(303) 431-6100	90
Village Green	\$ 123,760	100%	Prime	100%	New Mountain Bike Skills Course, Log Rafts, Rock Jumps, Water Crossings, and other obstacles	Tom Brownfield	Greenwood Village	City of Greenwood Village, Suzanne Moore	(303) 708-5142	Archiera Group	Mark Taylor	(303) 948-0766	90
Westlands Park	\$ 423,594	100%	Prime		Surveying, Paving, Boring, Concrete, Pond	Dik Gruber	Greenwood Village	City of Greenwood Village	(303) 708-5142				150

Projects Within The Past 5 Years													
Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Wheat Ridge High School	\$ 240,625	100%	Prime	20%	Grading, Drainage, Synthetic Turf Fields, Irrigation, Landscape	Tom Brownfield	Wheat Ridge	Jefferson County School District	(303) 982-2531	Larson-Inchell	Bruce Larson	(303) 292-4304	150
Winter Farm Park	\$ 880,725	100%	Prime	49%	New Regional Park, Overlaid Grading, Utilities, Structural and Architectural Concrete, Multi-Use Field, Playgrounds, Site Furnishings, Landscape, Irrigation	Tom Herman	Windsor	Town of Windsor, Gary Haier	(970) 674-2434	DHM	Matthew Whipple	(303) 892-5566	150
Adams 12 STEM School	\$ 284,026	100%	Prime		Demo, Concrete, Landscape, Grading, Drainage, Fencing, Striping, Site Furnishings, Steel Fabrication	Doug Gibb	Northglenn	Adams 12 Fire Star Schools, Sharen Weber	(720) 972-4000	Design Concepts	Robert Hoornstra	(303) 664-5301	120
Adams County Natural Park	\$ 601,795	100%	Prime	58%	New Regional Park w/ Shelter, Playground, Overlaid Grading, Utilities, Concrete, Bridge, Site Furnishings, Landscape, Irrigation	Doug Gibb	Brighton	Adams County	(720) 523-6004	Norns Design	Aaron Hayne	(303) 892-1166	120
Argo Park	\$ 92,715	100%	Prime	65%	Park Playground Rehabilitation, Demo, Grading, Hardscape, Irrigation, Landscaping, Site Furnishings, Play Equipment	Tom Brownfield & Nate Page	Denver	City and County of Denver	(720) 913-0619	Valarian	Nichole Hadley	(303) 347-1202	109
Aurora 7 Elementary	\$ 97,036	100%	Prime	75%	DESIGN/BUILD Playground Upgrade, Landscape, Sod, Irrigation, Play Pits, Play Equipment, Concrete Flawork, Drainage	Scott Ackerman & Nathan Jensen	Boulder	Boulder Valley School District	(303) 791-0430	DESIGN/BUILD by Colorado Designscapes	n/a	(303) 721-9003	60
Bear Creek Park	\$ 384,560	100%	Prime	29%	Grading and drainage, Playground Improvements, Concrete Walls and Flawork, Sandstone Pillars, Sandblasting, Water Features, Landscape, Irrigation	Tom Brownfield & Nate Page	Denver	City and County of Denver	(720) 913-0619	Design Concepts	Kurt Munding	(303) 664-5301	120
Berkeley Park	\$ 423,609	100%	Prime	89%	Upgrade Existing Irrigation System, Sod	Doug Gibb	Denver	City and County of Denver	(720) 913-0627	Hydro Systems/KDI	n/a	(303) 890-5327	120
Boston & Caley Medians	\$ 114,378	100%	Prime	92%	Upgrade Existing Irrigation System (Design Build), Landscape	Doug Gibb	Greenwood Village	City of Greenwood Village	(303) 708-6135	City of Greenwood Village	n/a	(303) 708-6135	120
Brown & Cheltenham Elementary Schools	\$ 888,977	100%	Prime		Demolition, Overlaid Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Flawork, Structural Concrete, Landscape, Irrigation	Nathan Jensen	Denver	Denver Public Schools	(720) 423-4181	GPD Land Design	Troy Garner	(303) 788-9604	105
Bryant, Webster & Steadman Elementary Schools	\$ 748,674	100%	Prime		Demolition, Overlaid Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Flawork, Structural Concrete, Landscape, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 423-4181	Intrinsic Design	Troy Garner	(303) 439-0885	120
Central Platte Campus	\$ 157,065	100%	Sub	95%	Landscape Planning and Matching, Precast Planters	Doug Gibb	Denver	Pinkard Construction	(720) 913-0619	n/a	n/a	n/a	90
Challenger Park Ballfields	\$ 1,048,914	100%	Prime	25%	Renovation of Existing Seeded Baseball Fields to Artificial Turf Fields, Drainage, Irrigation, Landscaping, Chain Link Fencing	Tom Brownfield	Parker	Douglas County, Curt Sloan	(720) 733-6990	Design Concepts	Erik Spring	(303) 664-5301	100
Cherry Creek Elementary School #42	\$ 334,910	100%	Prime	90%	Landscape, Irrigation	Doug Gibb	Aurora	Cherry Creek Schools	(720) 886-7300	Dam Design	Kyle Davis	(303) 892-5566	210
City 5 Learning Landscapes	\$ 1,533,277	100%	Prime		Demolition, Overlaid Grading, Drainage, Subgrade Prep, Asphalt Parking Lots and Playgrounds, Concrete Flawork, Structural Concrete, Landscape, Irrigation	Tom Brownfield & Chris Stone	Denver	Denver Public Schools	(720) 423-4175	Design Concepts	Tom Blahnik	(303) 664-5301	120
City 7 Learning Landscapes	\$ 900,030	100%	Prime		Demolition, Overlaid Grading, Drainage, Subgrade Prep, Asphalt Parking Lots and Playgrounds, Concrete Flawork, Structural Concrete, Landscape, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 423-4181	GPD Land Des.	Troy Garner	(303) 788-9604	120
City Park Museum	\$ 150,837	100%	Prime	100%	Upgrade Existing Irrigation System	Doug Gibb	Denver	City and County of Denver	(720) 913-0619	Denver Parks & Rec	n/a	n/a	60

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
City Park Zoo	\$ 174,951	100%	Prime	100%	Upgrade Existing Irrigation System	Doug Gibb	Denver	City and County of Denver	(720) 913-0519	Denver Parks & Rec	n/a	(303) 736-8259	60
Civic Green Park	\$ 207,452	100%	Prime	40%	Site Upgrades, Irrigation, Concrete Monuments, Dilated Piers, Arch Metalwork, Concrete Flawwork, Stonework, Landscaping	Nate Page	Highlands Ranch	Highlands Ranch Metro District	(303) 791-0430	Jimenez Design Group	n/a	(303) 733-7558	90
Columbine & Learning Landscapes	\$ 525,400	100%	Prime	60%	Playground improvements to Drainage, Asphalt, Concrete, Architectural Features, Sandblasting, Metal Fabrications, Striping, Landscaping, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 424-5461	Design Concepts	n/a	(303) 964-5301	60
Denison and Sabin Learning Landscapes	\$ 1,056,897	100%	Prime	60%	Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Parking Lots and Playgrounds, Concrete Flawwork, Special Finishes, Sandblasting, Structural Concrete, Site Furnishings, Landscape, Irrigation	Nate Page	Denver	Denver Public Schools	(720) 424-5443	Design Concepts	Trish Kunkik	(303) 964-5301	90
Discovery Park Phase 3	\$ 474,172	100%	Prime	38%	Phase 3 of a Regional Park w/ Skate Park, Utilities, Concrete, Site Furnishings, Railings, Landscape, Irrigation	Nate Page	Wheat Ridge	City of Wheat Ridge	(303) 231-1308	Design Concepts	Eric Spring	(303) 964-5301	220
East & Gipin Elementary Schools	\$ 416,248	100%	Prime	40%	Site Upgrades, Asphalt Removal and Replacement	Tom Brownfield & Nate Page	Denver	Denver Public Schools	(720) 424-5443	Norris Design	Jared	(303) 962-1166	85
East 104th Avenue Medians	\$ 931,952	100%	Prime	60%	Concrete Medians, Specialty Flawwork	Scott Ascherman	Commerce City	City of Commerce City	(303) 289-9150	JR Engineering	n/a	(303) 740-9393	69
East High School	\$ 434,097	100%	Sub	100%	Demo/lot, Overlot Grading, Drainage, Subgrade Prep, Asphalt, Playground, Concrete Flawwork, Synthetic Turf, Structural Concrete, Landscape, Irrigation	Tom Brownfield & Chris Stone	Denver	Denver Public Schools	(720) 423-1603	OZ Architecture	Chris Lambo	(303) 961-5704	120
Element Hotel Inverness	\$ 225,838	100%	Prime	99%	Courtyards and Streetscape of New Hotel Landscape and Irrigation, Masonry Walls, Stone Favers, Fountain, Stainless Counters, BBQ	Nate Page	Lone Tree	Benchmark Development	(214) 618-2783	Design Concepts	Carol Henry	(303) 964-5301	60
Elk Ridge Park	\$ 4,183,390	100%	Prime	50%	New Regional Park w/retrofit, Facility, Maintenance Building, Underground Pump Room, Overlot Grading, Utilities, Structural & Architectural Concrete, Asphalt, Artificial Turf Multi-Use Field, Shelters, Site Furnishings, Mechanical & Electrical Vaults, Water Feature, Landscape, Irrigation	Tom Brownfield	Castle Pines	City of Castle Pines, Brad Meyerling	(303) 917-7126	Design Concepts	Axel Bishop	(303) 964-5301	201
Ellis Elementary	\$ 639,200	100%	Prime		Demo/lot, Overlot Grading, Drainage, Subgrade Prep for Concrete/Asphalt, Asphalt Playground, Concrete Flawwork, Structural Concrete, Landscape, Irrigation	Tom Brownfield	Denver	Denver Public Schools	(720) 423-4180	Design Concepts	Charles Burdo	(303) 964-5301	110
Fairview Elementary	\$ 470,507	100%	Prime		Demo/lot, Overlot Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Flawwork, Structural Concrete, Landscape, Irrigation	Scott Ascherman & Doug Gibb	Denver	Denver Public Schools	(720) 423-4132	Christopher Hoy Design Group	Charles Burdo	(303) 451-7986	120
Falls Elementary	\$ 511,953	100%	Prime		Demo/lot, Overlot Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Flawwork, Structural Concrete, Landscape, Irrigation	Scott Ascherman & Jim Yates	Denver	Denver Public Schools	(720) 423-4180	GPD Land Design	Charles Burdo	(303) 788-9604	105
Force Ashby, Montclair Learning Landscapes	\$ 1,380,424	100%	Prime	65%	Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Parking Lots and Playgrounds, Concrete Flawwork, Special Finishes, Sandblasting, Structural Concrete, Site Furnishings, Landscape, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 424-5443	Design Concepts	Trish Kunkik	(303) 964-5301	90
Ford, Marana, McGlone Learning Landscapes	\$ 1,444,311	100%	Prime	65%	Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Parking Lots and Playgrounds, Concrete Flawwork, Special Finishes, Sandblasting, Structural Concrete, Site Furnishings, Landscape, Irrigation	Brad Meyerling	Denver	Denver Public Schools	(720) 424-5443	Line Green Design	Anne Dejardenis	(303) 733-7558	90
Four Acre Lake Park	\$ 335,718	100%	Prime	95%	New Regional Park w/ Overlot Grading, Utilities, Structural and Architectural Concrete, Shelters, Site Furnishings, Landscape, Irrigation	Nate Page	Arvada	City of Arvada	(720) 898-7390	DHM Design	Matt Whipple	(303) 992-5566	120
Hallett, Teller & Wyman Elementary Schools	\$ 908,781	100%	Prime		Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Flawwork, Structural Concrete, Landscape, Irrigation	Chris Stone	Denver	Denver Public Schools	(720) 423-4181	Mundus Bishop	Troy Garner	(303) 477-5244	90

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Highland Park - Phase 1	\$ 224,884	100%	Prime	70%	Demo Existing Elements, Trails, Grading, Erosion Control	Doug Gibb	Denver	City and County of Denver	(720) 913-0519	Denver Parks & Rec	n/a		121
Highlands Ranch Mansion	\$ 355,884	100%	Prime	100%	Renovation of existing mansion with Landscape and Irrigation	Nate Page	Highlands Ranch	Highlands Ranch Metro District	(303) 791-2710	DHM Design	Bill Neumann	(303) 892-5566	180
Holm & Steele Elementary Schools	\$ 970,263	100%	Prime		Demolition, Overlot Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Framework, Structural Concrete, Landscape, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 423-4132	Davis Partnership	Charles Burdo	(303) 861-8555	120
Homestead Hills Park	\$ 578,075	100%	Prime	79%	Grading, Irrigation, Sod, Landscape, Park Improvements, Concrete Framework, Sprague	Doug Gibb	Thomton	City of Thomton	(303) 538-7325	Jelm Engineering	n/a	(303) 423-8036	215
Indigo Park	\$ 241,856	100%	Prime		New Site Grading, Drainage, Subgrade Prep, Asphalt Paving, Concrete Framework, Landscape and Irrigation, Playing Fields	Scott Ascherman	Colorado Springs	City of Colorado Springs	(719) 385-6527	City of Colorado Springs	n/a	(719) 386-5940	50
Inverness Cui-de-sac	\$ 140,061	100%	Prime	75%	Cul de Sac Upgrade, Demolition, Design/Build Irrigation, Retaining Walls, Landscaping	Nate Page	Englewood	Inverness Metro Improvement District	(303) 649-9857	Mulhern MRE	n/a	(303) 649-9857	60
Inverness Medians	\$ 284,947	100%	Prime	100%	Median Upgrade, Demolition, Traffic Control, Design/Build Irrigation, Landscaping	Nate Page	Englewood	Inverness Metro Improvement District	(303) 649-9857	Mulhern MRE, Roger Mason	n/a	(303) 649-9857	120
Inverness Southwest Entry	\$ 197,445	100%	Prime	100%	Median Landscape With Demolition of Large Trees, Overlot Grading, Landscape, Irrigation	Nate Page	Centennial	Inverness Metro Improvement District	(303) 649-9857	Mulhern MRE, Roger Mason	Roger Mason	(303) 649-9857	60
Johnson Elementary	\$ 494,990	100%	Prime	65%	Playground improvements to Drainage, Asphalt, Concrete, Architectural Features, Sandblasting, Landscaping, Irrigation	Tom Brownfield & Nate Page	Denver	Denver Public Schools	(720) 424-5461	JLB Engineering CHDG Inc.	Christopher Hoy	(303) 451-7986	75
Kaiser, Krapp & Taylor Elementary Schools	\$ 898,222	100%	Prime		Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Playground, Concrete Framework, Structural Concrete, Landscape, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 423-4180	Design Concepts	Charles Burdo	(303) 664-5301	105
Lutheran Medical Center	\$ 683,644	100%	Sub	70%	New Landscape and Irrigation	Nate Page	Wheat Ridge	Lutheran Medical Center	(303) 425-4500	H+L Architectural	n/a	(303) 295-1792	75
Manwaring Fields	\$ 885,000	100%	Prime		Demolition, Overlot Grading, Drainage, Subgrade Prep, Asphalt Parking, Lots and Playgrounds, Concrete Framework, Structural Concrete, Landscape, Irrigation	Chris Stone	Wheat Ridge	City of Wheat Ridge	(303) 205-7551	Werk Associates	Rick Murray	(303) 628-0003	90
Nederland Elementary	\$ 390,370	100%	Prime	80%	Site Upgrades, Grading, Asphalt Parking, Lot, Concrete Path, Repair and Framework, Site Furnishings, Handrails, Landscape, Irrigation	Scott Ascherman & Nathan Jensen	Nederland	Boulder Valley School District	(303) 245-5759	JLB Engineering CHDG Inc.	Christopher Hoy	(303) 451-7986	75
Northglenn Greenway Trail	\$ 300,833	100%	Sub		Landscape, Plantings, Rock, Irrigation	Doug Gibb	Northglenn	Quality Paving	(303) 288-1036	City of Northglenn	Eric Friend	(303) 450-8840	120
Observatory Park	\$ 110,682	100%	Prime	45%	Park Upgrades, Demo, Grading, Concrete Framework, Landscape, Irrigation, Play Areas, Play Equipment	Tom Brownfield & Nate Page	Denver	City and County of Denver	(720) 913-0519	Denver Parks & Rec	n/a		130
Paco Sanchez Park	\$ 313,548	100%	Prime	85%	Demo/Salvage Existing Irrign, New Irrigation System & Tap, Hydromulch	Doug Gibb	Denver	City and County of Denver	(720) 913-0519	Denver Parks & Rec	Jennifer Zaker		120
Palmer Elementary	\$ 379,610	100%	Prime	65%	Playground improvements to Drainage, Asphalt, Concrete, Architectural Features, Sandblasting, Landscaping, Irrigation	Doug Gibb	Denver	Denver Public Schools	(720) 424-5461	Design Concepts	n/a	(303) 664-5301	90

Projects Within The Past 5 Years

Project	Contract	% Comp	Prime or Sub	Own Forces	Project Description	Management	Location	Owner	Telephone #	Architectural Firm	Arch Contact	Telephone #	Duration (days)
Pioneer, Done Moore, Harrington Learning Landscapes	\$ 1,163,344	100%	Prime	65%	Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Parking Lots and Playgrounds, Concrete Flatwork, Special Finishes, Sandblasting, Structural Concrete, Site Furnishings, Landscape, and Irrigation	Nate Page	Denver	Denver Public Schools	(720) 424-5443	Design Collaborative	Lez Lancaster	(719) 227-9979	90
Playground Updates (8 sites)	\$ 221,676	100%	Prime	90%	Consecutive Upgrades of Play Pits, Sod, Irrigation, Concrete Flatwork, and Owner-Furnished Play Equipment	Scott Ascherman & Doug Gibb	Thornton	Adams 12 School District	(720) 972-4340	Design Concepts	n/a	(303) 664-5301	45
Prairie Grass Park	\$ 400,422	100%	Prime		New Site Grading, Drainage, Subgrade Prep, Asphalt Parking, Concrete Flatwork, Landscape, Irrigation, Playing Fields	Doug Gibb	Colorado Springs	City of Colorado Springs	(719) 385-6527	City of Colorado Springs	n/a	(719) 385-5940	75
Red Tailed Hawk Park	\$ 1,226,769	100%	Prime	51%	New Site Grading, Drainage, Subgrade Prep, Asphalt Parking, Concrete Flatwork, Landscape and Irrigation, Wetland Preservation, Elevated Boardwalk	Tom Brownfield	Aurora	City of Aurora, John Swartzke	(303) 739-7164	the archlietra group	n/a	(303) 946-0766	120
Ryan Elementary	\$ 255,881	100%	Prime	75%	Playground Upgrade, Landscape, Sod, Irrigation, Play Pits, Play Equipment, Concrete Flatwork, Drainage	Doug Gibb	Boulder	Boulder Valley School District	(303) 791-0430	CHDG, Inc.	Christopher Hoy		90
Sanderson Gulch	\$ 396,102	100%	Prime		Demolition, Overlot Grading, Drainage, Concrete Trails, Structural Concrete, Landscape, Irrigation	Tom Brownfield & Brandon Jones	Denver	City and County of Denver	(720) 913-0612	Denver Parks	Theresa Breiser	(720) 913-8528	90
School of Mines Weaver Tower	\$60,000	100%	Sub	10%	Demo/Salvage Existing Irrigation, New Irrigation System and Landscaping	Nate Page	Golden	GC-Saunders Construction, Matt Huges	(303) 617-6545				100
Skyline High School Athletic Fields	\$ 1,155,597	100%	Prime		Demo, Overlot Grading, Structural Excavation, All Utilities, 1100 SF Bldg, Subgrade Prep, Asphalt Parking, Concrete Flatwork, Structural Concrete, Landscape, Irrigation	Chris Stone	Denver	St. Vrain Valley School District	(303) 682-7250	LKA Partners	Jeff Medwetz	(719) 473-8446	120
Spear Blvd	\$ 337,881	100%	Prime	90%	Median Upgrade, Demolition, Traffic Control, Irrigation, Landscaping	Tom Brownfield & Nate Page	Denver	City and County of Denver	(720) 913-0619	Denver Parks & Rec	n/a		90
Stapleton Filing 18	\$ 1,970,824	100%	Prime		Landscape, Concrete, Irrigation	Doug Gibb	Denver	Forest City / M.A. Mortenson	(303) 321-4122	EDAW	Doug Raitl	(303) 595-4522	270
Stapleton Filing 24	\$ 256,206	100%	Sub	78%	New Park Grading, Subgrade Prep, Sod & Landscape, Irrigation, Concrete Flatwork, Landscape, Irrigation	Doug Gibb	Denver	Forest City / M.A. Mortenson	(970) 917-7535	Matrix Design Group	n/a	(303) 780-7211	205
Stapleton Filing 7	\$ 245,104	100%	Sub		Landscape and Irrigation	Doug Gibb	Denver	Castle Rock Construction	(303) 869-7411	Bifina Design Group	n/a		100
Stapleton Filing 7	\$ 274,033	100%	Prime	95%	Right-of-Way, Landscape and Irrigation	Doug Gibb	Denver	Forest City / M.A. Mortenson	(970) 917-7535	Matrix Design Group	n/a	(303) 780-7211	31
Teller & Steck Learning Landscapes	\$ 527,964	100%	Prime	65%	Demo, Overlot Grading, Drainage, Subgrade Prep, Asphalt Parking, Lots and Playgrounds, Concrete Flatwork, Special Finishes, Sandblasting, Structural Concrete, Site Furnishings, Landscape, Irrigation	Nathan Jensen	Denver	Denver Public Schools	(720) 424-5443	Ruszel + Mills	Paul Mills	(970) 484-8855	90
Uran Park	\$ 990,595	100%	Sub	100%	New Landscape and Irrigation	Nathan Jensen	Aurora	City of Aurora, John Swartzke	(303) 739-7164	Design Concepts	Axel Bishop	(303) 664-5301	270

Colorado Designsapes Inc. is authorized to do business in the state of Colorado and the City of Aurora where the Applewood Park Entry Monument is located. We certify that we will obtain such authority prior to the Effective Date of the Contract. See Attached certificate of good standing.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO DESIGNSCAPES, INC.

is a
Corporation

formed or registered on 04/24/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19921042375 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/04/2023 that have been posted, and by documents delivered to this office electronically through 04/05/2023 @ 09:23:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/05/2023 @ 09:23:22 in accordance with applicable law. This certificate is assigned Confirmation Number 14849121 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**INDEPENDENT CONTRACTOR AGREEMENT
(ENTRY MONUMENT)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 9th day of March 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and APEX SIGN CO LLC d/b/a AD LIGHT GROUP, a Colorado limited liability company (the “Contractor”). The District and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. **CONFIDENTIALITY AND CONFLICTS.**

a. **Confidentiality.** Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in

addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Southlands Metropolitan District No. 2
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, Colorado 80228
Attention: Ann Finn
Phone: (303) 987-0835
Email: afinn@sdmsi.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Apex Sign Co LLC d/b/a Ad Light Group
4150 Elati Street
Denver, CO 80126
Attention: Anthony Cistone
Phone: (303) 399-3334 x 207
Email: acistone@adlightgroup.com

21. **AUDITS.** The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and

personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “Work”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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

Kathy Basela

Officer of the District

ATTEST:

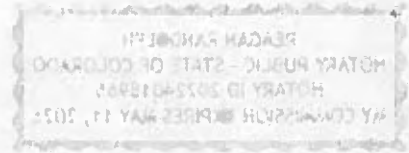
Ann Finn

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

CAW

General Counsel for the District



*District's Signature Page to Independent Contractor Agreement for Entry Monument with
Apex Sign Co LLC d/b/a Ad Light Group, dated March 9, 2023*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



PROPOSAL

211034-02
Date: 02/09/2023
Expires: 03/11/2023
Drawing Numbers: 211034-03

Client: Special District Management Services - Applewood Park Monument
Project: Special District Management Services - Applewood Park Monument
E. Applewood Dr. and E. Orchard Rd
Aurora-Arapahoe, CO 80016
Client: c/o Special District Management Services
141 Union Blvd
Suite 150
Lakewood, CO 80228
Contact: Lesanne Dominguez 3039480766 ldominguez@architerragroup.com

We are pleased to offer this proposal for the following services at the above location.

Table with 2 columns: Project Description, Item Total. Includes items like 'Manufacture the following', 'Installation of the above', and 'Shop Drawings / Project Management'. Subtotal: \$49,787.21. Total: \$49,787.21.

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis.

Warranty: The product furnished is warranted to be free from defects in material and workmanship for a period of 12 months from the date of substantial completion

Terms: 50% advanced deposit with balance due upon completion of project.

Salesperson: Anthony Clstone

Buyer _____ Seller _____



PROPOSAL

211034-02

Date: 02/09/2023

Expires: 03/11/2023

Drawing Numbers: 211034-03

Project: Special District Management Services
- Applewood Park Monument
E. Applewood Dr. and E. Orchard Rd
Aurora-Arapahoe, CO 80016

Client: c/o Special District Management
Services
141 Union Blvd
Suite 150
Lakewood, CO 80228

Contact: Lesanne Dominguez 3039480766 ldominguez@architerragroup.com

Credit Card Payments: All credit card payments are subject to a 3% fee

Salesperson: Anthony Cistone

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

By the undersigned, the taxpayer, that information necessary for correct reporting of payments made to the contractor, including the contractor's name, address, and tax identification number, is as follows:

The contractor's name, address, and tax identification number are as follows: [Faint text]

The contractor's name, address, and tax identification number are as follows: [Faint text]

The contractor's name, address, and tax identification number are as follows: [Faint text]

The contractor's name, address, and tax identification number are as follows: [Faint text]

The contractor's name, address, and tax identification number are as follows: [Faint text]

The contractor's name, address, and tax identification number are as follows: [Faint text]

The contractor's name, address, and tax identification number are as follows: [Faint text]

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage; and
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

~~This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.~~

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

APEX SIGN CO LLC

is a

Limited Liability Company

formed or registered on 05/16/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961067117.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2023 that have been posted, and by documents delivered to this office electronically through 03/27/2023 @ 16:49:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/27/2023 @ 16:49:11 in accordance with applicable law. This certificate is assigned Confirmation Number 14821758.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."