

TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: January 19, 2021

SUBJECT: Preliminary Release of Subdivision Guaranteed Funds.

NAME OF SUBDIVISION: Akers Acres Lot 8
FILE REFERENCE: PPR-18-48

NAME OF DEVELOPER: ABC Supply Co., Inc.
One ABC Parkway
Beloit, WI, 53511

ISSUING AGENT: Liberty Mutual
175 Berkeley Street
Boston, MA 02116

TYPE OF SECURITY: Bond # 354222872

ORIGINAL AMOUNT: \$106,544.00

RELEASE REQUEST AMT: \$103,326.20

COMMISSIONERS:

Release of subdivision guaranteed funds has been requested as above noted. Work embraced by the request has been inspected, and a release of funds in the amount of \$103,326.20 is hereby recommended. Contingent upon N/A. Supporting data attached hereto.

APPROVED
Engineering Department

01/04/2021 8:26:41 AM

adnykany
EPC Planning & Community
Development Department

Jennifer Irvine, P.E.
County Engineer


Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$ 103,326.20

DATE: 1/19/21

Stan VanderWeil
CHAIR OF THE
BOARD OF COUNTY COMMISSIONERS

Philip R. Bertram
ATTES
COUNTY CLERK AND RECORDER



COPIES: TREASURER

FINANCE

DEVELOPMENT SERVICES (2)

DEVELOPER

Supporting Data for Release of Guaranteed Funds

Subdivision:	Akers Acres Lot 8	File Number:	PPR-18-48
--------------	-------------------	--------------	-----------

Original Amount	\$106,544.00
-----------------	--------------

Date	Release Type / Reason for Release	Release Amount
1/19/2021	Preliminary	\$103,326.20

Released to Date	\$103,326.20
Remaining Balance	\$3,217.80

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.

Form MUST Be Placed on Bond Company Stationery



SUBDIVISION BOND

Bond No.: 354222872

Principal Amount: \$ 106,544.00

KNOW ALL MEN BY THESE PRESENTS, that we ABC Supply Co., Inc.
One ABC Parkway, Beloit, WI, 53511 as Principal, and
Liberty Mutual Insurance Company, (address) 175 Berkeley Street,
Boston, MA (zip code) 02116 a Massachusetts Corporation authorized to transact surety business in
the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El
Paso County, Colorado, 200 S. Cascade Avenue, Suite 100, Colorado Springs, CO 80903, as Obligee, in the
penal sum of One hundred six thousand five hundred forty four and 00/100*** dollars
(\$ 106,544.00), lawful money of the United States of America, for the payment of which well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, ABC Supply Co., Inc. has agreed to construct in
Aker's Acres Subdivision, Filing No. 1, in El Paso County, Colorado, the following
improvements:
Temporary BMPs, Water Quality Detention Pond, Opaque Fencing, As-built

as
outlined on the attached Financial Assurance Form for Aker's Acres Subdivision, Filing No. 1.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from
any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and
void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of
County Commissioners of El Paso County indicating that the improvements have not been installed or
completed, will complete the improvements or pay to El Paso County such amount up to the Principal amount
of this Bond which will allow El Paso County to complete the improvements.

Upon approval by the Board of County Commissioners of El Paso County, this instrument may be
proportionately reduced as the public improvements are completed.

In the event of any legal proceeding under this Subdivision Bond, this Subdivision Bond shall be
governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue
shall be in the District Court in and for El Paso County, Colorado.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the Financial Assurance Form, or the work to be performed there-
under, or the Specifications and Plans accompanying the same or incorporated by reference into such
Financial Assurance Form, shall in anywise affect its obligation on this Bond and it does hereby waive notice of
any change, extension of time, alteration or addition to the terms of the Financial Assurance Form, or to the
work, or to the Specifications and Plans.

Form MUST Be Placed on Bond Company Stationery

Signed, sealed and dated this 20 day of August, 2019

ABC Supply Co., Inc.

Principal

By:

Title:

Todd Zuehl
CFO

Liberty Mutual Insurance Company

Surety

By:

Title:

Sarah C. Gantner
Sarah C. Gantner, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8167257

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Matthew M. Spaude; Donna F. Bardenwerper; Sarah C. Gantner; Michael J. Spaude**

all of the city of Fond du Lac, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of August, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of August, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or real value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Notarial Acknowledgement – Attorney in Fact

STATE OF Wisconsin

County of Fond du Lac

} S.S.

On this 20 day of August, 2019, before me,

Donna F. Bardenwerper a Notary Public in and for said

Fond du Lac County, State aforesaid, residing therein, duly

commissioned and sworn, personally appeared Sarah C. Gantner

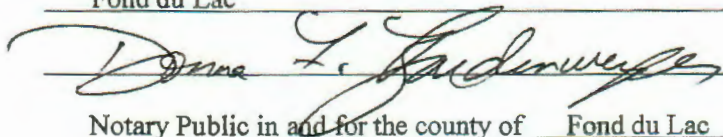
known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of

Liberty Mutual Insurance Company

and acknowledged to me that he subscribed the name of Liberty Mutual Insurance Company thereto as surety, and his own as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said county of

Fond du Lac the day and year in this certificate first above written.


Notary Public in and for the county of Fond du Lac

State of Wisconsin

My commission expires October 28, 2022

2015 Financial Assurance Estimate Form

(Basic form)

3/31/19

PCD File No. PPR1848

Project Information

STORMWATER MGMT AKERS ACRES LOT 8

3/31/19

Project Name

Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units		Price		
Earthwork*	3,000.00	CY	@	\$ 5	=	\$ 15,000.00 *
Permanent Seeding* (inc. noxious weed management)	1.00	AC	@	\$ 582	=	\$ 582.00 *
Mulching*	1.00	AC	@	\$ 507	=	\$ 507.00 *
Permanent Erosion Control Blanket*		SY	@	\$ 6	=	\$ *
Temporary Erosion Control Blanket		SY	@	\$ 3	=	\$
Vehicle Tracking Control	1.00	EA	@	\$ 1,625	=	\$ 1,625.00
Safety Fence		LF	@	\$ 3	=	\$
Silt Fence	1,425.00	LF	@	\$ 4	=	\$ 5,700.00
Temporary Seeding		AC	@	\$ 485	=	\$
Temporary Mulch		AC	@	\$ 507	=	\$
Erosion Bales		EA	@	\$ 21	=	\$
Erosion Logs		LF	@	\$ 6	=	\$
Rock Ditch Checks		EA	@	\$	=	\$
Inlet Protection	3.00	EA	@	\$ 153	=	\$ 459.00
Sediment Basin	1.00	EA	@	\$ 1,625	=	\$ 1,625.00
Concrete Washout Basin	1.00	EA	@	\$ 776	=	\$ 776.00
Geotechnical Report for Pond	1.00	EA	@	\$ 5,000	=	\$ 5,000.00
Specified items subject to defect warranty financial assurance						
Section 1 Subtotal						\$ 31,274.00

Section 2 - Public Improvements**	Quantity	Units		Price		
- Roadway Improvements						
Construction Traffic Control		LS	@	\$	=	\$
Aggregate Base Course		Tons	@	\$ 18	=	\$
Asphalt Pavement		Tons	@	\$ 65	=	\$
Raised Median, Paved		SF	@	\$ 7	=	\$
Electrical Conduit, Size =		LF	@	\$ 14	=	\$
Traffic Signal, complete intersection		EA	@	\$ 250,000	=	\$
Regulatory Sign		EA	@	\$ 100	=	\$
Advisory Sign		EA	@	\$ 100	=	\$
Guide/Street Name Sign		EA	@	\$	=	\$
Epoxy Pavement Marking		SF	@	\$ 12	=	\$
Thermoplastic Pavement Marking		SF	@	\$ 22	=	\$
Barricade - Type 3		EA	@	\$ 115	=	\$
Delineator (Type I)		EA	@	\$ 21	=	\$
Curb and Gutter, Type C (Ramp)		LF	@	\$ 21	=	\$
Curb and Gutter, Type A (6" Vertical)		LF	@	\$ 16	=	\$
Curb and Gutter, Type B (Median)		LF	@	\$ 13	=	\$
Pedestrian Ramp		SY	@	\$ 108	=	\$

Cross Pan		SY	@	\$	\$53	=	\$
Curb Chase		EA	@	\$	\$1,300	=	\$
Guardrail Type 3 (W-Beam)		LF	@	\$	\$18	=	\$
Guardrail Type 7 (Concrete)		LF	@	\$	\$67	=	\$
Guardrail End Anchorage		EA	@	\$	\$1,978	=	\$
Guardrail Impact Attenuator		EA	@	\$	\$3,564	=	\$
Sound Barrier Fence		LF	@	\$	\$100	=	\$
- Storm Drain Improvements							
Concrete Box Culvert (M Standard), Size (W x H)		LF	@	\$		=	\$
Reinforced Concrete Pipe (RCP) Size		LF	@	\$		=	\$
18" Reinforced Concrete Pipe		LF	@	\$	\$69	=	\$
24" Reinforced Concrete Pipe		LF	@	\$	\$84	=	\$
30" Reinforced Concrete Pipe		LF	@	\$	\$94	=	\$
36" Reinforced Concrete Pipe		LF	@	\$	\$124	=	\$
42" Reinforced Concrete Pipe		LF	@	\$	\$134	=	\$
48" Reinforced Concrete Pipe		LF	@	\$	\$178	=	\$
54" Reinforced Concrete Pipe		LF	@	\$	\$182	=	\$
60" Reinforced Concrete Pipe		LF	@	\$	\$216	=	\$
66" Reinforced Concrete Pipe		LF	@	\$	\$263	=	\$
72" Reinforced Concrete Pipe		LF	@	\$	\$283	=	\$
Corrugated Steel Pipe (CSP) Size		LF	@	\$		=	\$
18" Corrugated Steel Pipe		LF	@	\$	\$66	=	\$
24" Corrugated Steel Pipe		LF	@	\$	\$96	=	\$
30" Corrugated Steel Pipe		LF	@	\$	\$101	=	\$
36" Corrugated Steel Pipe		LF	@	\$	\$136	=	\$
42" Corrugated Steel Pipe		LF	@	\$	\$147	=	\$
48" Corrugated Steel Pipe		LF	@	\$	\$169	=	\$
54" Corrugated Steel Pipe		LF	@	\$	\$193	=	\$
60" Corrugated Steel Pipe		LF	@	\$	\$227	=	\$
66" Corrugated Steel Pipe		LF	@	\$	\$278	=	\$
72" Corrugated Steel Pipe		LF	@	\$	\$330	=	\$
78" Corrugated Steel Pipe		LF	@	\$	\$381	=	\$
84" Corrugated Steel Pipe		LF	@	\$	\$432	=	\$
Flared End Section (FES) RCP +		EA	@	\$		=	\$
Flared End Section (FES) CSP +		EA	@	\$		=	\$
End Treatment- Headwall		EA	@	\$		=	\$
End Treatment- Wingwall		EA	@	\$		=	\$
End Treatment - Cutoff Wall		EA	@	\$		=	\$
Curb Inlet (Type R) L=5', Depth < 5 feet		EA	@	\$	\$3,791	=	\$
Curb Inlet (Type R) L=5', 5'-10' Depth		EA	@	\$	\$5,044	=	\$
Curb Inlet (Type R) L =5' , 10'-15' Depth		EA	@	\$	\$6,027	=	\$
Curb Inlet (Type R) L =10', Depth < 5 feet		EA	@	\$	\$5,528	=	\$
Curb Inlet (Type R) L =10' , 5'-10' Depth		EA	@	\$	\$6,694	=	\$
Curb Inlet (Type R) L =10' , 10'-15' Depth		EA	@	\$	\$7,500	=	\$
Curb Inlet (Type R) L =15' , Depth < 5 feet		EA	@	\$	\$7,923	=	\$
Curb Inlet (Type R) L =15' , 5'-10' Depth		EA	@	\$	\$8,000	=	\$
Curb Inlet (Type R) L =15' , 10'-15' Depth		EA	@	\$	\$8,800	=	\$
Curb Inlet (Type R) L =20' , Depth < 5 feet		EA	@	\$	\$8,000	=	\$
Curb Inlet (Type R) L =20' , 5'-10' Depth		EA	@	\$	\$8,830	=	\$
Curb Inlet (Type R) L = __' , __' - __' Depth		EA	@	\$		=	\$
Curb Inlet (Type R) L = __' , __' - __' Depth		EA	@	\$		=	\$

Grated Inlet (Type C), < 5' deep	EA	@	\$	\$3,270	=	\$
Grated Inlet (Type D), < 5' deep	EA	@	\$	\$3,908	=	\$
Storm Sewer Manhole, Box Base, Depth < 15 feet	EA	@	\$	\$8,592	=	\$
Storm Sewer Manhole, Slab Base, Depth < 15 feet	EA	@	\$	\$4,575	=	\$
Geotextile (Erosion Control)	SY	@	\$	\$5	=	\$
Rip Rap, d50 Size from 6" to 24"	CY	@	\$	\$98	=	\$
Rip Rap, Grouted	CY	@	\$	\$215	=	\$
Drainage Channel Construction, Size (W x H)	LF	@	\$		=	\$
Channel Lining, Concrete	CY	@	\$	\$450	=	\$
Channel Lining, Rip Rap	CY	@	\$	\$98	=	\$
Channel Lining, Grass	AC	@	\$	\$1,287	=	\$
Channel Lining, Other Stabilization	SY	@	\$	\$3	=	\$
Detention Outlet Structure	EA	@	\$		=	\$
Detention Emergency Spillway	EA	@	\$		=	\$
Permanent Water Quality Facility (Describe)	EA	@	\$		=	\$
**all items this section subject to defect warranty financial assurance. † For flared end sections, multiply pipe LF cost by 6			Section 2 Subtotal		=	\$ **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units		Price		
- Roadway Improvements						
			@	\$	=	\$
			@	\$	=	\$
			@	\$	=	\$
			@	\$	=	\$
			@	\$	=	\$
			@	\$	=	\$
			@	\$	=	\$
- Storm Drain Improvements						
RIP RAP 12"	30.00	CY	@	\$ 60	=	\$ 1,800.00
CONCRETE CLASS B (HEADWALL, FOREBAY AND MICROPOL)	12.00	CY	@	\$ 2,000	=	\$ 24,000.00
18" PLASTIC PIPE	246.00	LF	@	\$ 70	=	\$ 17,220.00
INLET TYPE R L10 (5 FT)	2.00	EA	@	\$ 7,000	=	\$ 14,000.00
CONCRETE RELEASE STRUCTURE	1.00	EA	@	\$ 7,000	=	\$ 7,000.00
CONCRETE TRICKLE CHANNEL	90.00	LF	@	\$ 70	=	\$ 6,300.00
- Water System Improvements						
Water Main Pipe (PVC), Size 8"		LF	@	\$ \$94	=	\$
Water Main Pipe (Ductile Iron), Size 8"		LF	@	\$ \$137	=	\$
Gate Valves, 8"		EA	@	\$ \$1,852	=	\$
Fire Hydrant Assembly w/ all valves		EA	@	\$ \$6,430	=	\$
Water Service Line Installation, inc. tap & valves		EA	@	\$ \$1,253	=	\$
Fire Cistern Installation, complete		EA	@	\$	=	\$
- Sanitary Sewer Improvements						
Sewer Main Pipe (PVC), Size 8"		LF	@	\$ \$94	=	\$
Sanitary Sewer Manhole, Depth < 15 feet		EA	@	\$ \$4,575	=	\$
Sanitary Service Line Installation, complete		EA	@	\$ 1,516	=	\$
Sanitary Sewer Lift Station, complete		EA	@	\$	=	\$
- Landscaping (If Applicable)						
OPAQUE FENCING	625.00	EA	@	\$ 6	=	\$ 3,750.00
		EA	@	\$	=	\$
		EA	@	\$	=	\$
		EA	@	\$	=	\$
		EA	@	\$	=	\$
***items in this section are not subject to defect warranty financial assurance						
Section 3 Subtotal					=	\$ 72,270.00

Financial Assurance Totals

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS)
(Inc. survey to verify detention pond volumes.)

Construction Financial Assurance Total = \$ 3,000.00
= \$ 106,544.00

(Sum of all Section Totals)

Public Improvements Total* ** = \$ 16,089.00
Defect Warranty Financial Assurance Total = \$ 3,217.80

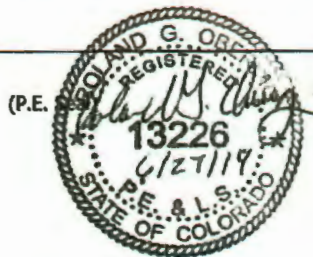
(20% of Section 2 Subtotal and 20% of identified Grading and Erosion BMP Items)

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the approved Construction Drawings associated with the Project.

Robert M. Ching

Engineer



6/27/19

Date

[Signature]

Approved by Owner / Applicant

7/3/19

Date

APPROVED
Engineering Department

Approved by El Paso County Engineer / ECM Administrator

07/15/2019 10:33:19 AM

Isdnijkamp

EPC Planning & Community
Development Department