



# Heather Gardens METROPOLITAN DISTRICT

## HEATHER GARDENS METROPOLITAN DISTRICT BOARD ACTION

DATE: DECEMBER 2, 2024

MOTION NUMBER: 2024-12-2-1

### MOTION: PURCHASE OF ASPEN ROOM TV MONITOR

I move that the Heather Gardens Metropolitan District Board of Directors approve the purchase and installation of a 72" Monitor in the Aspen Room with a hub for laptop connection. The cost to the District is \$2,013.

**ECONOMIC COST TO THE DISTRICT: \$2,013**  
**APPROPRIATED BY: CAPITAL EXPENDITURES**

Motion by: Robin O'Meara

Second by:

*Forrest McClure*

Rationale: The rental of the Aspen Room for commercial purposes requires presentation equipment that works. Additionally, members of the public frequently reach around the monitor, rearrange the cables, and leave the unsightly cable and wifi equipment not working.

Debate: \_\_\_\_\_

Secondary Motion to : \_\_\_\_\_

Secondary Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_

### VOTE:

	Yes	No
Eloise Laubach	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Forrest McClure	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robin O'Meara	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steve Stratton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daniel Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

The secondary motion does/does not have a majority and passes/fails.  
The main motion does/does not have a majority and passes/fails.

*Robin O'Meara*

Robin O'Meara  
HGMD Board of Directors

*Daniel Taylor*

Daniel J. Taylor, President  
HGMD Board of Directors

# Proposal #114144 - Monitor Screen



**Impact Fire Services - Denver**  
 1445 W Tufts Ave Englewood CO 80110  
**P: (303) 789-0016**  
**Proposal Date: 11/25/2024**

**Prepared By**  
**Hannah Coghlan (Shager)**  
**hshager@impactfireservices.com**

**Prepared For**  
**Heather Gardens**  
**13661 E Marina Dr AURORA CO 80014**  
**Daniel Taylor**  
**danieltaylor@hgmetrodist.org**  
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## Summary

Provide and install 72" Monitor in Aspen/Blue Spruce Room

## Scope Of Work

- Mount TV Mount at designated location
- Install TV onto Mount
- Install wireless HDMI for laptop connectivity
- Test/End user training

Description	Quantity	Unit Price	Total
72" UHD 4K Monitor	1.0	\$995.00	\$995.00
Stationary Mount	1.0	\$170.00	\$170.00
Wireless HDMI	1.0	\$208.00	\$208.00
Install Monitor	4.0	\$160.00	\$640.00
<b>Total amount</b>			<b>\$2,013.00</b>

## Exclusions

- Conduit, J-hooks, housing exlcudes.
- Designated power excluded
- Streaming services excluded
- Cabling excluded
- Audio enhancement/ system excluded
- Proposals are only valid for thirty days
- Proposals are subject to change post approval as equipment and material costs fluctuate within the timeline on the project. Change orders will be issued should this occur.
- Fiber, fiber pulling, and fiber termination is excluded.

- Lift is excluded.
- Dry wall repair excluded
- Ceiling tile repair excluded
- Afterhours, weekend and overtime hours are excluded from this proposal.
  - After Hours/Emergency calls: \$210.00 with a 2 hour minimum
  - Weekdays and Holidays: \$255.00 with a 2 hour minimum

## Approval

I approve this proposal and agree to the terms and conditions.

**Name**

**PO (if required)**

**Signature**


**Date**

## Terms And Conditions

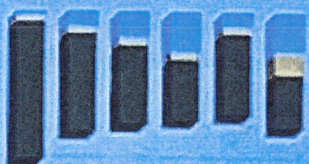
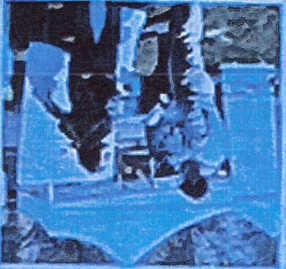
ENTIRE CONTRACT The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only terms and conditions appearing herein. PROPOSALS AND CONTRACT Seller's proposal, when accepted and any resulting contract are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit. PRICES In addition to the prices specified herein. Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type, or occupancy, or other details of work to be performed hereunder if the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any, with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract Purchaser shall advise Seller of any such, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations Unless prices are stated by seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at the that time. PAYMENT Purchaser agrees that payment to seller shall not be contingent upon settlement of any insurance claim of purchaser shall be in all cases due and payable with (30) days after billing. A services charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 18% per annum, or, if such rate is prohibited under applicable law, then such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts. DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor materials or manufacturing facilities, delay in transportation, defaults of Seller subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder. Impossibility or impracticality of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay, in case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt invoice. EXCAVATION When the Seller does the excavating, if water, quicksand, rocks, or other unforeseen obstructions are encountered or shoring is required. Purchaser shall pay for as extra to the contract price any additional work involved at Seller's prices for such work then in effect. SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient heat to prevent freezing of the system. STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss of damage due to the character, condition of use of foundations-walls or other structures not erected by it or resulting from excavation in proximity thereto nor for damage resulting from concealed piping, wiring fixtures or other equipment or condition of water pressure All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to other materials floor of suitable working base connections and facilities for erection at the time the materials are delivered in the event the Purchaser shall fail to have all things in readiness for erection at the time Of receipt or the materials at the place of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract. LIMITATIONS OF LIABILITY Seller shall not be liable on any claim for direct, indirect, or consequential damages whether or not Such claims is based in contract or tort or occasioned by sellers, active or passive negligence. Sellers liability on any claim for loss liability arising out of or connected with this contract or any obligation resulting there from or from the manufacture, fabrication, sale delivery, installation or use of any materials shall be limited to that set forth in the paragraph entitled "warranty". WARRANTY Seller agrees that for a period of thirty 30 days after completion of said work it will, at its expense repair or replace any defective materials or workmanship supplied or performed by Seller it is understood that the Seller does not guarantee the operation of the system Seller further warrants the products of other manufacturers supplied hereunder to the extent of the warranty of the respective manufacturer. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Sellers design sold hereunder and-of the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser. SEVERABILITY if any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate Or render unenforceable the entire contract but the entire contract shall be construed as if not containing the particular invalid or unenforceable provisions, and the rights and obligations of Seller

and the Purchaser shall be construed and enforced accordingly. **ASSIGNMENT** Any assignment of this contract by Purchaser without the written consent of Seller shall be void Seller may assign to its subsidiaries and affiliates. **CHANGES, ALTERATIONS, ADDITIONS** Changes, alterations and additions to the plans specifications or construction schedule for this contract shall be invalid unless approved in writing by Seller For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller there shall be a corresponding increase or decrease in the contract price herein provided The value of additional work shall be agreed upon prior to the performance of said work However if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser. **SPRINKLER TESTING** The Seller will only test new work under high pressure and any high pressure tests required on the existing sprinkler system(s) will be done as an extra to the contract price All work required to make the existing sprinkler system(s) tight or to rearrange sprinkler lines to insure proper drainage of such system(s) will be done as an extra for the contract price The purchaser assumes full responsibility for the condition of the existing sprinkler system(s) and for water or other damage resulting directly or indirectly from such condition or the application of tests or flushing pressures. **CLAIMS** Any claims against Seller arising hereunder must be presented in writing, with particulars, within five (5) days after they arise. **PROPRIETARY DATA** All data provided by Seller including all information contained in drawings and specifications submitted in connection with this contract shall be deemed proprietary and such data and information shall not be disclosed to others or used for any purpose except in connection with this contract without the express written consent of Seller. **TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS** The terms and conditions specified herein shall be addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative. **ARBITRATION** At the option of the Seller any controversy or claim arising out of or relating to this contract of the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgement upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. **OVERTIME** Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor. Purchaser agrees to reimburse Seller for the overtime premium on the same if overtime labor is required on an emergency basis. Purchaser agrees to reimburse Seller for the same. **INCIDENTAL LOSSES** All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid by the Purchaser. **DEFAULT** In case of any default by Purchaser, Seller may declare the contract price or all unpaid installment thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and shut off the water from said system OR remove all or any portion of the same All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of Failure to pay any installment of price when due. No demand being necessary or any act or omission on the part of Purchaser Whereby Seller is prevented from completing said installment, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises OR said system shall be attached lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence. **SPECIAL CONDITIONS** In the event a sprinkler system is being converted from a wet system to a dry system, this contract does not include any appropriation for possible repairs to the existing wet pipe system in order that it may be Tight at the required air pressure. Nor does the contract include any labor or material necessary for rearrangement of line to insure proper drainage thereof Any labor or material necessary to make this system tight under air pressure to change the drainage on line will be charged as an extra to the contract price. **OSHA AND ASBESTOS** Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupation Safety Health Act (Public Law 91-596), unless said claims demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for \*Qualified Laboratory Sample Tests\* of any work area for asbestos exposure concentrations, shall be paid by the Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

**CONNECTING**  
Connecting People, Connecting Places



Citywide Transportation Master Plan

- Project limits
- City limits
- Scope
- Provide multimodal transportation options
- Tailors future transit, roadway, land use projects, programs, policies
- Vendor, transit, bicycle, pedestrian, freight
- Study Completion
- Q3 2025

