



2888 S Heather Gardens Way, Aurora, CO 80014
Office: (303) 755-0652 • Fax: (303) 745-5253

HEATHER GARDENS METROPOLITAN DISTRICT CONTRACT

- 1. PARTIES.** The Heather Gardens Metropolitan District (hereinafter, “District”) hereby contracts with Battle Born and Company (hereinafter “Contractor”) to provide the products and/or services defined in paragraph 3, Scope of Work, below, (hereinafter “Work”). The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.
- 2. TERM.** The Contractor shall commence the Work on November 21, 2023, or within 2 days of the acceptance of this contract by the parties, or as otherwise agreed to by the District. The Contractor shall complete all the Work by December 20, 2023. Exceptions to the completion date include delays caused by weather or the delivery of parts ordered upon acceptance of this contract or in the case of unanticipated parts required, ordered when the part requirement became known.
- 3. SCOPE OF WORK.** The “Work” contracted for pursuant to this Work Order shall consist of the purchase of the following: Two Griddle Countertops – Gas, Vulcan Model No. VCRG36-T for \$9,895.06; Two Chef Bases, True Mfg – General Foodservice Model TRCB-36-HC for \$10,523.30; One Conveyor Toaster Vollrath Model NO. CT2-120350 for \$798.35; One Gas Fryer Henny Penny Model No. OFG323.0 plus installation parts for \$22,300.30; One Salamander Broiler Gas Vulcan Model No. 36IRB-N for \$5,283.54; One Range 12” w/ Two French Hot Plates Vulcan Model No. EV12-2FP208 for \$4,051.76; One Heat Lamp Hatco Model No. GRA-36-120-T-QS for \$250; Blue Hose Gas Connector Kit Dormont Manufacturing Model No. 1675KITS48 for \$1,427.76; Installation for \$2,800; and One Combi Oven Gas Rational Model No. ICP 20-Full NG 208/240V 1 PH (LM100GG) (CG1GRRA.0000245) iCombi Pro 20-Full Size Combi Oven with Installation, Water Filtration System, and Stationary Oven Stand for \$46,744.79. The total amount of this contract is \$104,074.90. A change order may be approved not to exceed the approved appropriation of \$119,500.

Contractor’s proposal is attached, and was presented as representative of the products to be supplied or work to be performed, which are incorporated herein by reference.

In performing the Work the Contractor hereby agrees to: (a) comply with all applicable federal, state and local laws (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work (c) agree not to restrict resident access except as agreed to in the scope of work (d) maintain a safe work environment (e) keep materials, tools, supplies and vehicles in the agreed work area (f) supply at its cost and expense any required city permits or city zoning approvals (g) be responsible for all job clean up and removal of waste (h) register all parts or products supplied to insure the maximum warranty for the benefit of the District and (i) warrant the services and labor performed for one year after completion of the Work, as applicable.

- 4. COMPENSATION.** The Contractor shall be paid an amount not to exceed \$104,500 for equipment plus a change order of \$15,000 not to exceed \$3,000 by the District for Work satisfactorily performed within 30 days of completion. If the Work requires an inspection by the city or other required inspections, 10% of the contract amount will be held until such time as the Work passes such inspections. The Contractor shall be solely responsible for all expenses it incurs in the performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein.
- 5. PERFORMANCE BOND.** As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S. are hereby incorporated by this reference into this contract as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.
- 6. INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this contract, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this contract and/or the Work provided hereunder, including, without limitation, Any claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations of this paragraph shall survive termination or expiration of this contract.
- 7. INSURANCE.** The Contractor shall secure and maintain for the term of this contract adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Contractor's acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.
- 8. CONFIDENTIALITY.** During the performance of this contract the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this contract or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this

contract or accessed by the Contractor as a result of this contract. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, et seq., C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this contract.

9. MISCELLANEOUS PROVISIONS.


- a. **Subject to Annual Budget and Appropriation.** The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this contract as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.
- b. **Governmental Immunity.** Nothing in this contract, or in any actions taken by the District pursuant to this contract, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.
- c. **Integration/Modification/Assignment/Termination.** This contract contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this contract shall be valid or binding. This contract may be modified, amended, or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this contract or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this contract or any interest hereunder, in whole or in part, at any time. The District may terminate this contract at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.
- d. **Severability/Non-Waiver/Governing Law and Venue.** If any term or provision of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this contract; provided, however, that if any fundamental term or provision of this contract is invalid, illegal, or unenforceable, the remainder of this contract shall be unenforceable. No waiver of any of the provisions of this contract shall be deemed to constitute a waiver of any other provision of this contract, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This contract shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

e. **Execution.** This contract may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., C.R.S., as amended from time to time.

By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this contract.

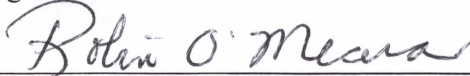
DISTRICT:

CONTRACTOR:



Signature

By: Daniel Taylor
Title: HGMD President
Date: November 21, 2023

Signature


By: Robin O'Meara
Title: HGMD Treasurer
Date: November 21, 2023

Signature

By: _____
Title: _____
Date: _____

Signature

By: _____
Title: _____
Date: _____

Attachments: Contractor Proposal dated 11/3/2023.

Quote

11/10/2023

To:
BATTLE BORN AND CO
JOSH BOTTINI

Project:
HEATHER GARDENS EQUIPMENT

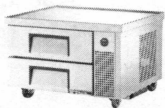
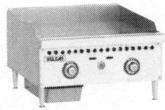
From:
Pueblo Hotel Supply
Eric Landauer
dba Grady's
170 Greenhorn Drive
Pueblo, CO 81004
(719)542-8853



All quotes are valid within the same month quoted. If purchasing after the month of the quote, manufacturer increases may apply.

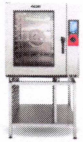
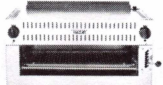
Due to current supply chain issues, and unpredictable freight increases, all freight quotes are **estimates only**. Exact freight charge will be calculated and added to invoice at time of actual shipment.



Orders paid by credit card will have a 2.9% processing fee added at time of transaction.

Item	Qty	Description	Sell	Sell Total
1	2 ea	GRIDDLE, GAS, COUNTERTOP Vulcan Model No. VCRG36-T Griddle, countertop, gas, 36" W x 20-1/2" D cooking surface, 1" thick polished steel griddle plate, (3) burners, fully welded, embedded mechanical snap action thermostat every 12", millivolt pilot safety, low profile, 4-1/2" grease can capacity, (1) drawer, stainless steel front, sides & front top ledge, 4" adjustable legs, 75,000 BTU, CSA, NSF	\$4,947.53	\$9,895.06
	2 ea	1 year limited parts & labor warranty, standard		
	2 ea	Please indicate propane or natural gas while processing your order. Please specify altitude when above 2,000 feet.		
	2 ea	Natural gas		
	2 ea	ALTIKIT-VCR Elevation Kit - Nat & LP Elevation to 2,000 feet		
			ITEM TOTAL:	\$9,895.06
2	2 ea	CHEF BASE True Mfg. - General Foodservice Model No. TRCB-36-HC Refrigerated Chef Base, 36-3/8"W, one-piece 300 series 18 gauge stainless steel top with V edge, (2) drawers (accommodates (1) 12" x 20" x 4" pans & (3) 1/6 size pans, NOT included), stainless steel front/sides, aluminum back, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.4 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA	\$5,261.65	\$10,523.30
	2 ea	Self-contained refrigeration standard		



Item	Qty	Description	Sell	Sell Total
	2 ea	7 year compressor warranty, 6 years parts warranty, 5 year labor warranty standard. Please visit www.truemfg.com for specifics standard		
	2 ea	Standard marine edge top		
	2 ea	4" Castors, standard		
			ITEM TOTAL:	\$10,523.30
3	1 ea	CONVEYOR TOASTER Vollrath Model No. CT2-120350 Conveyor Toaster, horizontal conveyor, all bread types, (350) slices per hour, 1-3/8"H opening, 10-1/2"W belt (2 slice), variable speed control, power saver mode, quartz heaters, stainless steel & aluminized steel construction, 1" adjustable legs, 120v/60/1-ph, 1.6kW, 13.3 amps, cord with NEMA 5-15P, NSF, cULus, Made in USA (model JT1) (Refer to vollrathfoodservice.com for full warranty policy)	\$798.35	\$798.35
				
	1 ea	2 years parts & 1 year labor warranty		
	1 ea	1 year warranty including labor when performed at authorized service center (heater tube glass damage not covered)		
			ITEM TOTAL:	\$798.35
4	1 ea	GAS FRYER, BATTERY Henny Penny Model No. OFG323.0 OFG-323 Open Fryer, gas, 3 wells, 65 pound fat and 15 pound food capacity per well, stainless steel construction and rectangular fry pot, built-in filter system, (3) basket supports, (4) casters (2 locking), cULus, UL EPH, CE, ENERGY STAR®	\$15,833.23	\$15,833.23
				
	1 ea	Destination - US United States		
	1 ea	Natural gas		
	1 ea	Altitude: under 9,800 ft.		
	1 ea	Station 1 control: C8 C8000 Computron = Computron® 8000 control with 12 programmable cook cycles per control, melt mode, load compensation, proportional ctrl, idle mode, optional filter prompt & customizable filter tracking, clean-out mode, 16-charac LED display per control	\$1,997.54	\$1,997.54
	1 ea	Station 2 control: C8 C8000 Computron = Computron® 8000	\$1,997.54	\$1,997.54
	1 ea	Station 3 control: C8 C8000 Computron = Computron® 8000	\$1,997.54	\$1,997.54
	1 ea	Without direct connect shortening disposal system plumbing		
	1 ea	Station 1: (2) Half Baskets, per well	\$158.15	\$158.15
	1 ea	Station 2: (2) Half Baskets, per well	\$158.15	\$158.15
	1 ea	Station 3: (2) Half Baskets, per well	\$158.15	\$158.15
		*** FREIGHT, INSTALLATION AND START UP INCLUDED ***		
			ITEM TOTAL:	\$22,300.30
11	1 ea	COMBI OVEN, GAS	\$23,645.35	\$23,645.35

Item	Qty	Description	Sell	Sell Total
		Vulcan Model No. TCM-102G-NAT/LP Touch Combi Multi (TCM), 10 level full size, gas, boilerless, (10) 18"x 26"x 1" full sheet pan or (20) 12"x 20"x 2.5" steam pan capacity, (5) Grab n Go wire racks, twin control touch & knob, LCD display, Exclusive ABC, with JET & AUTO controls interface, customizable recipes & factory pre-programmed, automatic cleaning with recirculation, auto descale, non proprietary chemicals, auto-reversing fan, LED light strip, cool touch door, USB port, multi point food probe, drain water tempering, 156,000 BTU, 120v/60/1-ph cord with plug, cULus, NSF, (VPJ102G-81)		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Filtration System		
	1 ea	NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.		
	1 ea	CB30K-SYSTEM Single Hollow Carbon Filter System, with 30,000 gallon capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53 *** INCLUDED AT NO COST ***		
	1 ea	Opted out of Reverse Osmosis System		
	1 ea	TCM-RACK102 (5) Grab-and-Go Racks for, 18" x 26" pans on TCM units, standard		
	1 ea	V-PROBE Multi-Point Food Probe, standard		
	1 ea	TCM-STAND2 Deluxe Stand, with pan supports for 102 TCM units	\$1,433.43	\$1,433.43
	1 ea	TCM-CAST2 Caster Kit with support channel, (2) locking wheels for use with TCM-STAND2	\$1,248.84	\$1,248.84
			ITEM TOTAL:	\$26,327.62
7	1 ea	SALAMANDER BROILER, GAS	\$4,652.44	\$4,652.44
		Vulcan Model No. 36IRB-N Salamander Broiler, natural gas, 36" wide, 30,000 BTU heavy duty infrared burner, dual control, (6) grid positions, removable pan, stainless steel front, top & sides, 3/4" gas connection & pressure regulator		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Wall mount		
	1 ea	WALLMNT-CHRBKR Wall mount brackets, stainless steel (set) (stainless steel bottom panel required)	\$366.20	\$366.20
	1 ea	BOTTOM-SLMNDR Stainless bottom panel (required with wall bracket)	\$264.90	\$264.90
			ITEM TOTAL:	\$5,283.54
8	1 ea	RANGE, 12", 2 FRENCH HOT PLATES	\$4,051.76	\$4,051.76

Item	Qty	Description	Sell	Sell Total
		Vulcan Model No. EV12-2FP208 Expando Range, electric, 12", (2) 2.0 kW 9-1/2" French plates, round, infinite controls, enclosed base, stainless steel front, sides, 10" riser, 6" legs, 208v, NSF, cULus		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	208v/50-60/3-ph, 4kW, 17.3 amps, direct wire, standard		
			ITEM TOTAL:	\$4,051.76
9	1 ea	HEAT LAMP Hatco Model No. GRA-36-120-T-QS (QUICK SHIP MODEL) Glo-Ray® Infrared Strip Heater, 36" W, standard wattage, tubular metal heater rod, single heater rod housing, built-in toggle switch & conduit, aluminum construction, 575 watts, 120v/60/1-ph, NSF, CE, cULus, Made in USA	\$250.00	\$250.00
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 414-671-6350		
	1 ea	One year on-site parts & labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements		
			ITEM TOTAL:	\$250.00
10	6 kt	BLUE HOSE GAS CONNECTOR KIT Dormont Manufacturing Model No. 1675KITS48 Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) Swivel MAX®, (1) full port valve, (1) elbow, coiled restraining cable with hardware, 167,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$237.96	\$1,427.76
				
			ITEM TOTAL:	\$1,427.76
			Merchandise	\$80,857.69
			Installation	\$2,800.00
			Total	\$83,657.69

Any and all damaged item(s) should be marked as such on delivery ticket and or refused and Grady's Restaurant and Bar Equipment should be notified immediately as to the extent of the damage so that we can address and work toward a solution immediately.

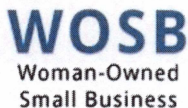
All packaging materials must be retained from damaged item(s) for freight inspector/adjuster claim.

Custom fabricated item(s) are **not** returnable. Buy-out item(s) may be returnable less the manufacturer's restocking fee, freight too and from, as well as any damages that may be incurred. The returned item(s) **must be new and unused.**

Credits for returned item(s) will only be given once the factory has issued credit to Grady's Restaurant and Bar Equipment

Freight is **not** included unless otherwise specified.

Price does **not** included fees, taxes, bond, permit, or licenses unless otherwise specified.



Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$83,657.69

To: BATTLE BORN AND CO JOSH BOTTINI

Project: HEATHER GARDENS EQUIPMENT

**From: Pueblo Hotel Supply Eric Landauer dba Grady's 170 Greenhorn Drive
Pueblo, CO 81004 (719)542-8853**

All quotes are valid within the same month quoted. If purchasing after the month of the quote, manufacturer increases may apply.

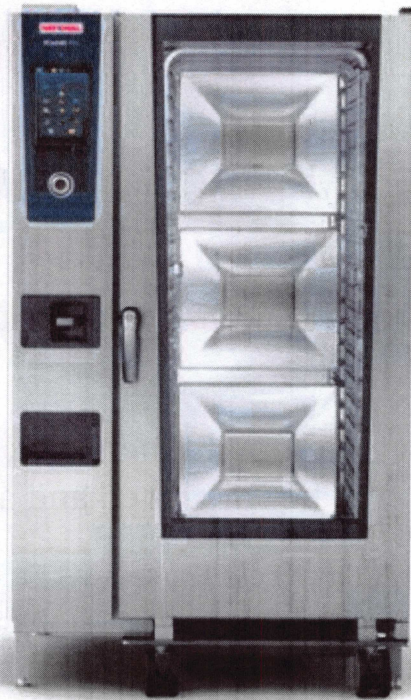
Due to current supply chain issues, and unpredictable freight increases, all freight quotes are **estimates only**. Exact freight charge will be calculated and added to invoice at time of actual shipment.

Orders paid by credit card will have a 2.9% processing fee added at time of transaction.

1 ea COMBI OVEN, GAS

\$41,939.51

RATIONAL Model No. ICP 20-FULL NG 208/240V 1 PH (LM100GG) (CG1GRRRA.0000245)
iCombi Pro® 20-Full Size Combi Oven, natural gas, (20) 18" x 26" sheet pan or (40) 12" x 20" steam pan or (20) 2/1 GN pan capacity, mobile oven rack & (10) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 303,500 BTU, 208/240v/60/1-ph, 6 ft. cord, 2.2 kW, CE, IPX5, cCSAus, NSF, ENERGY STAR®



1ea NOTE: All discounts subject to approval by manufacturer 1ea 2 years parts and labor, 5 years steam generator warranty

1ea CAP **Chef Assistance Program**, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, **no charge**

1ea 9999.2212 RCI RATIONAL **Certified Installation**, new certified installation for each gas floor iCombi, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET) **Installation: \$1,521.74**

1ea 1900.1154US **Water Filtration Single Cartridge System**, for any iVario, single Combi model, or XS or half-size Combi-Duos, includes: (1) single head with pressure gauge,

R95-CL Filter & filter installation kit: \$402.45

1ea 9999.2271 RCI **RATIONAL Certified Installation**, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON- DISCOUNTABLE, USA ONLY (NET) **\$190.22**

NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates

1ea 60.31.087 **Stand II Stationary Oven Stand**, 26-3/8"H, (14) supporting rails, side panels and top closed, rear panel open, stainless steel construction, for 6- and 10-full size Classic/Pro **\$1,169.13**

Quantity	Item Description	Price
1	COMBI OVEN, NATURAL GAS RATIONAL Model No. ICP 20-FULL NG 208/240V 1 PH (LM100GG) (CG1GRRRA.0000245) iCombi Pro® 20-Full Size Combi Oven, natural gas	\$41,939.51
1	CAP Chef Assistance Program	NO CHARGE
1	9999.2212 RCI RATIONAL Certified Installation	\$1,521.74
1	1900.1154US Water Filtration Single Cartridge System, R95-CL Filter & filter installation kit	\$402.45
1	1ea 9999.2271 RCI RATIONAL Certified Installation	\$190.22
1	60.31.087 Stand II Stationary Oven Stand	\$1,169.13
	TOTAL COST	\$46,744.79