



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

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## HEATHER GARDENS METROPOLITAN DISTRICT CONTRACT

- 1. PARTIES.** The Heather Gardens Metropolitan District (hereinafter, "District") hereby contracts with Sunny Day concrete.com (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 October 2, 2023, or within 14 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 October 31, 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 following:

The proposal dated September 11, 2023, by Contractor has been 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 \$3,874.77 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

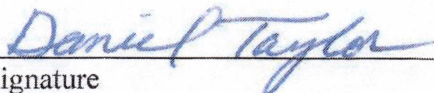
contract as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.


- 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

  
Signature

Digitally signed by John Lucio  
Location: john@sunnyday-concrete.com  
Reason: I have reviewed this document  
Contact Info: 720-635-5233  
Date: 2023.09.27 15:33:50-06'00'

By: Daniel J. Taylor  
Title: President  
Date: September 25, 2023

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Signature  
By: Robin O'Meara  
Title: Secretary  
Date: September 25, 2023

Signature  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachments:  
Proposal dated September 11, 2023, Sunny Day Concrete.com





# PROPOSAL / CONTRACT

5801 DOWNING STREET  
DENVER, CO 80216  
SUNNYDAY-CONCRETE.COM

Job: **Freezer Slab - 2888 S. Heather Gardens Way**

Plans By: N/A  
Plan Date:  
Location: Aurora, CO

Bid#: 1806

9/11/2023 12:06:48 PM  
"This Proposal Replaces All  
Previous Proposals for the  
Same Work."

TO: **Heather Gardens**

2888 S. Heather Gardens Way  
Aurora, CO 80014

Attn: **Don O'Gorman - Contracts Manager**

T: (720) 974-6906 F: ( ) - 0

[Don.OGorman@heathergardens.org](mailto:Don.OGorman@heathergardens.org)

Specifications:

Freezer Slab extension to accommodate supplier. Overall finished dimensions listed to be verified with supplier to ensure adequate space for tie down angle.

**1. Slab Extension - Kolpak Model - Custom**

\* Finished slab size to be 8'-5" W x 12'-4"L w/ 3' ramp extension.

Extension General Specifications:

- \* Form & place concrete over existing slab to extend pad footprint for new freezer.
- \* Drill, epoxy & dowel into vertical face of existing freezer slab @ 24" O.C. to prevent off-set.
- \* Drill, epoxy & dowel into existing horizontal concrete surface @ 24" O.C. to prevent separation.
- \* 4500, air-entrained, non-colored concrete mix design w/ light broom finish for surface texture.

NOTE: Slope percentage of new concrete to match surface of existing freezer slab.

Alternate/Option

**2. Slab Replacement - Kolpak Model - Custom**

\* Thickened edge slab to be 8'-5" W x 12'-4"L w/ 3' ramp.

Replacement General Specifications:

- \* Saw-cut & remove existing freezer slab & ramp - haul away all job related debris.
- \* Trench perimeter to allow for new thickened edge slab approx. 12" blow top of existing grade.
- \* Place suspended #4 rebar mat @ 16" O.C.E.W.
- \* 4500, air-entrained, non-colored concrete mix design w/ light broom finish for surface texture.

**Plans Included in This Bid**

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Slab Extension - Kolpak Model - Custom	\$3,874.77	\$0.00	\$3,874.77
	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
<b>Totals</b>	<b>\$3,874.77</b>	<b>\$0.00</b>	<b>\$3,874.77</b>

Notes / Inclusions / Exclusions:

Includes:

Concrete, epoxy, dowels, labor & misc. material / small tools as needed to complete job outlined above. \$2,500 job minimum.

Excludes:

Saw-cut, demo, compaction, hauling, private locates, embeds, surveying, engineering, irrigation/electrical repairs, testing, permits, right-of-way, performance bonds. Change orders to be completed in writing.

ALTERNATES / OPTIONS

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
2. Slab Replacement - Kolpak Model - Custom	\$9,306.18	\$0.00	\$9,306.18

\* Excludes any items not specifically mentioned above!

\* Accessibility to job site and cost of concrete pumps and export of footing spoils are not a part of this proposal unless specifically mentioned above!

\* This is a non-prevailing wage and a non-public works job, unless otherwise noted.

\*\* This proposal may be withdrawn by Sunny Day Concrete, LLC if the start of this project is in conflict with the availability of manpower and/or other resources or material price increases and / or 30 days have passed from date of this proposal.

\* All grades are to be established to + or - 1/10' and brought to proper compaction.

\* Progress payments to be made as work is completed, unless other arrangements are made.

\* Interest will be added to over due invoices at 1.5% per month. If it becomes necessary to take legal action for nonpayment, the prevailing

party will also be awarded reasonable attorney's fees.

VERY IMPORTANT PLEASE READ:

- \* ICE MELTING CHEMICALS SHOULD NEVER BE USED ON CONCRETE
- \* FERTILIZER CAN CAUSE RUST MARKS
- \* POSSIBILITY OF CRACKS IN CONCRETE FLATWORK TO BE CONSIDERED NORMAL
- \* CONCRETE IS HANDWORK, PUDDLES MAY OCCUR.
- \* COLOR CAN VARY BY TEMPERATURE, HUMIDITY AND SUNLIGHT
- \* DUE TO COLORADO SOIL CONDITIONS, SUNNY DAY CONCRETE IS NOT RESPONSIBLE FOR CONCRETE CRACKING OR BREAKING
- \* TROWEL MARKS ARE NORMAL
- \* BROOM FINISH CAN VARY DUE TO SHADE AND SUNLIGHT
- \* NOT RESPONSIBLE FOR UNSEEN SPRINKLER OR UTILITIES UNDER CONCRETE
- \* SUNNY DAY CONCRETE, LLC IS NOT RESPONSIBLE FOR VANDALISM OR WEATHER ONCE JOB IS COMPLETED AND FORMS ARE REMOVED

**ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.**

**Please sign & fax back to our office at 303-922-3919.**



Digitally signed by John Lucio  
Location:  
john@sunnyday-concrete.com  
Reason: I have reviewed this document  
Contact Info: 720-635-5233  
Date: 2023.09.11 12:09:16-06'00'

\_\_\_\_\_  
OWNER / CONTRACTOR

\_\_\_\_\_  
DATE

BidBy: **John Lucio / Project Manager**  
**C. 720-635-5233**  
**F. 303-922-3919**  
**john@sunnyday-concrete.com**