



ASSOCIATION and METROPOLITAN DISTRICT

Budget & Finance Committee

Agenda

Monday, May 16, 2022, Zoom Meeting
10:00 a.m.

Committee Members: Co-chairs Terry Hostetler (HGA Treasurer) and Bill Archambault (HGMD Treasurer), Ray Nash, Craig Baldwin, Harry Laubach, Randy Lane, Richard Ferguson, Linda Serio

Staff: Jon Rea (CEO) and Jerry Counts (CFO)

1. Call meeting to order. Welcome guests. Chair's comments.
2. Changes or Additions to Budget & Finance Committee Report: April 18, 2022
3. **Monthly Operating Analysis Review** – April 2022
4. **Subcommittee and Other Reports:**
 - a. Audit Subcommittee (Craig Baldwin) – April 25, 2022, Report
 - b. Insurance Subcommittee (Randy Lane) – April 22, 2022 Update
 - c. Capital Program Subcommittee (Ray Nash) – No Meeting
 - d. Investment (Terry Hostetler)
5. **Unfinished Business:**
6. **New Business:**
 - a. Discuss the 2023 Budget Development Schedule
 - b. Review Authorization List
 - c. Recommend the Country Place 4 Asphalt Project (\$23,459)
 - d. Recommend the Seville Asphalt/Drainage Project (\$36,999)
 - e. Recommend the Building 220 Hot Water Recirculation Project (\$39,000)
 - f. Recommend the Paint Exterior for the Clubhouse, Rendezvous Restaurant, and Golf Clubhouse (\$44,275)
 - g. Recommend the Maintenance Building Asphalt/Concrete Project (\$38,015)
7. Members of the audience wishing to speak on non-agenda items. Time limit-3 minutes.
8. **Adjournment**

Members of the audience wishing to speak on agenda items will be recognized to speak at the time an agenda item is being addressed.

The next regular meeting is on June 20, 2022, at 10 a.m.

**HEATHER GARDENS BUDGET & FINANCE COMMITTEE
APRIL 18, 2022, MEETING REPORT
ZOOM MEETING**

TO: Members of the Heather Gardens Budget & Finance Committee, HGA Board of Directors, HGMD Board of Directors, Chief Executive Officer, and Chief Financial Officer.

FROM: Terry Hostetler, HGA Treasurer, and Bill Archambault, HGMD Treasurer

Committee: Terry Hostetler, Co-Chair, Bill Archambault, Co-Chair, Craig Baldwin, Harry Laubach, Ray Nash, Randy Lane, Linda Serio, and Richard Ferguson.

Staff: Jon Rea, CEO; Jerry Counts, CFO.

Audience: Approximately 25 residents, including HGA Board Members and HGMD Board Members

Welcome and Chair Comments: The B&F Committee meeting was called to order at 10:05 AM. A quorum was established. Co-Chair Hostetler welcomed all members and residents present.

Item #1 under new business was presented and discussed at this point in the meeting. The notes on the discussion appear in the new business section.

The March 14, 2022, B&F Committee meeting report was accepted with one correction.

Monthly Operating Analysis Review: Jerry Counts, CFO, reviewed the March financial statements for HGA and HGMD. All questions were answered.

Subcommittee and Other Reports:

Audit Subcommittee: Report was reviewed.

Insurance Subcommittee: The committee met on March 18th and will meet again on April 20th to review all HGA insurance policies.

Capital Projects Subcommittee: No meeting.

Investment Update: The required paperwork to invest HGA capital funds in annuities will be signed on April 18th.

Unfinished Business: None

New Business:

- 1) Review of the 2021 HGA and HGMD audits. Staff of Rubin, Brown (auditors) presented the audits for both HGA and HGMD. Both organizations' audits state that the financial statements present fairly, in all material aspects, the financial position of the organizations as of December 31, 2021.

Motion by Baldwin, seconded by Serio and approved by a majority of the Joint Budget and Finance Committee recommends that the Heather Gardens Association accept and approve the 2021 Audit pending completion of the open items listed on the lead page of the December 31, 2021, financial statements.

Motion by Nash, seconded by Baldwin and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Metropolitan District Board of Directors accept and approve the 2021 Audit pending completion of the open items listed on the lead page of the December 31, 2021, financial statements.

- 2) Information was provided regarding an emergency expenditure of the purchase of a 100-gallon hot water tank installed in building 216 at a cost of \$34,530. As this was an emergency and authorized by the Chief Executive Officer using the CEO's emergency authority, no motion was needed from the Joint Budget and Finance Committee.
- 3) Motion by Baldwin, seconded by Nash and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors and the Heather Gardens Metropolitan District Board of Directors approved that the CEO's discretionary spending authority for operating expenditures be increased from \$10,000 to \$20,000.
- 4) Motion by Lane, seconded by Laubach and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the Chair Rail Project for Building 214 at a total cost of \$25,818.
- 5) Motion by Laubach, seconded by Baldwin and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the Chair Rail Project for Building 219 at a total cost of \$25,818.
- 6) Motion by Nash, seconded by Serio and approved unanimously that the Joint Budget and Finance Committee recommend that the Heather Gardens Association Board of Directors approve the Chair Rail Project for Building 243 at a total cost of \$25,818.

Note regarding the 2021 audits of both HGA and HGMD: the final audits when received will be posted on the HGA website.

Members of the audience wishing to speak on non-agenda items: None

The meeting was adjourned at 11:32 AM. The next meeting will be on May 16, 2022.

HEATHER GARDENS ASSOCIATION

Budget Exceptions Report

Through: **04/30/22**

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% of Budget	Annual Budget	% of Annual Budget Spent
OPERATIONS						
Assessment Income - 2022	\$ 3,508,408	\$ 3,507,222	\$ 1,186	0.03%	\$ 10,466,713	34%
Assessment Surplus - 2020	\$ 54,966	\$ 54,966	\$ -	0.00%	\$ 219,850	25%
Misc Income	\$ 53,825	\$ 47,747	\$ 6,078	12.73%	\$ 162,508	33%
Total Income	\$ 3,617,199	\$ 3,609,935	\$ 7,264	0.20%	\$ 10,849,071	33%
Expenses:						
General	\$ 1,387,699	\$ 1,420,656	\$ 32,957	2.32%	\$ 4,361,134	32%
Custodial	\$ 152,611	\$ 147,194	\$ (5,417)	-3.68%	\$ 446,004	34%
Contracts	\$ 68,126	\$ 73,277	\$ 5,151	7.03%	\$ 225,531	30%
Maintenance	\$ 756,142	\$ 806,176	\$ 50,034	6.21%	\$ 2,445,823	31%
Administration	\$ 421,757	\$ 471,657	\$ 49,900	10.58%	\$ 1,347,061	31%
Paint	\$ 109,005	\$ 116,453	\$ 7,448	6.40%	\$ 347,964	31%
Roads & Grounds	\$ 357,044	\$ 365,800	\$ 8,756	2.39%	\$ 1,161,178	31%
Security	\$ 181,828	\$ 208,867	\$ 27,039	12.95%	\$ 617,380	29%
Total Expenses	\$ 3,434,212	\$ 3,610,080	\$ 175,868	4.87%	\$ 10,952,075	31%
Net Operating Income/(Loss)	\$ 182,987	\$ (145)	\$ 183,132		\$ (103,004)	
CAPITAL RESERVES						
Capital Reserve Income	\$ 1,134,170	\$ 1,133,944	\$ 226	0.02%	\$ 3,401,830	33%
Interest Income	\$ 1,733	\$ 493	\$ 1,240		\$ 8,900	
Capital Expenditures	\$ 350,366	\$ 1,071,851	\$ 721,485	67.31%	\$ 3,935,461	9%
Net Capital Reserve Income	\$ 785,537	\$ 62,586	\$ 722,951		\$ (524,731)	
GRAND TOTALS	\$ 968,524	\$ 62,441	\$ 906,083		\$ (627,735)	

Executive Summary						
	YTD ACTUAL	YTD BUDGET	VARIANCE	% of Budget	Annual Budget	% of Annual Budget Spent
Income Summary	\$ 3,617,199	\$ 3,609,935	\$ 7,264	0.20%	\$ 10,849,071	33%
Expense Summary	\$ 3,434,212	\$ 3,610,080	\$ 175,868	4.87%	\$ 10,952,075	31%
Overall Expenses						
General	For April, revenue exceeded budget by \$4.1K primarily due to real estate transfer fees and late charges. General Expenses were near budget amounts.					
Custodial	Custodial net wages/benefits for April were below budget by \$3K. We now have 9 FTEs, which does not include a manager. We expect to be over budget for FT salaries once the manager's position is filled. Overall costs for April was on budget.					
Contracts	April overall expenses were below budget.					
Maintenance	Net wages/benefits were \$12K below budget in April primarily due to one less FTE, and larger charge-outs to other departments and residents than budgeted. 9 OPX line items exceeded budget in April totaling \$20K. The additional costs included nearly \$15K of inventory charge-out items, a new metal door (\$1.8K), inspection of all fire extinguishers (\$5.8K), and 26 LED strobe fire lights (\$1.9K). However, these were offset by 26 OPX line items that were below budget by \$20K. We are expecting \$10K+ expense for sewer replacement at the CP5 unit, and about \$20K for repairs to the fire mainline in B212.					
Administration	April net wages/benefits were below primarily due to being down 1.5 FTEs.					
Paint	April Paint costs came in \$2.6K below budget primarily due to lower labor and supply costs.					
Roads & Grounds	April FT salaries are lower due to being down 2 FTEs, plus 1 FTE has been transferred to Golf due to workers comp reduce activity requirement. Supplies were over budget in April by \$6.8K mainly due to the purchase of fertilizer for \$8.1K. However, we believe that the remaining budget for this line item will be sufficient for the remaining part of the year.					
Security	Total costs for April were below budget by \$6.2K primarily due to not incurring the ProVigil security system cost.					

**HGA MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:
APRIL 2022**

2022 APPROVED PROJECTS	ACCT	2022 APPROVED BUDGET AMOUNT	2022 SIGNED CONTRACT AMOUNT	% VAR	START DATE	FINISH DATE	#Days	2022 INVOICES PAID	UNDER/ (OVER) CONTRACT AMOUNT	% VAR FROM CONTRACT	UNDER / (OVER) BUDGET	PROJECT Notes / Comments
		A	B					D	B-C-D		A-C-D	
Carpet - 10 floors (various bldgs)	F780	\$96,255		-100%	03/01/22	08/01/22	153		\$0	#DIV/0!	\$96,255	Board Approved. Working with Vendor for Schedule
Chair Rail Installation B214	F781	\$25,819		-100%	12/01/22	04/01/23	121		\$0	#DIV/0!	\$25,819	Board Approved
Chair Rail Installation B219	F782	\$25,819		-100%	08/01/22	12/31/22	152		\$0	#DIV/0!	\$25,819	Board Approved
Chair Rail Installation B243	F783	\$25,819		-100%	04/18/22	07/25/22	98	\$8,858	(\$8,858)	#DIV/0!	\$16,961	Board Approved. Construction to Start 4/18/22
Elevator Jacks B243	F784	\$65,000		-100%	03/22/22	12/31/22	284	\$56,000	(\$56,000)	#DIV/0!	\$9,000	Contractors Cost to Replace (2) Elevators at B243 is \$112,000. The recommendation is to reallocate money from the 2022 Fire Alarm Project, considering this project will mostly be investigative work in 2022. Board Approved
Elevator Jacks B244	F785	\$65,000		-100%	03/22/22	12/31/22	284	\$56,000	(\$56,000)	#DIV/0!	\$9,000	Contractors Cost to Replace (2) Elevators at B244 is \$112,000. The recommendation is to reallocate money from the 2022 Fire Alarm Project, considering this project will mostly be investigative work in 2022. Board Approved.
Elevator Jacks B250	F786	\$40,163		-100%	03/22/22	12/31/22	284	\$20,000	(\$20,000)	#DIV/0!	\$20,163	Contractors Pricing is \$40,000. We will only have \$163 in Change Order Reserve Money. Board Approved.
R&G Equipment Chipper #569	F787	\$20,188		-100%	04/01/22	10/31/22	213		\$0	#DIV/0!	\$20,188	Not enough money in the budget, looking at used options.
R&G Equipment Pick-up #500	F788	\$54,258		-100%	04/01/22	12/31/22	274		\$0	#DIV/0!	\$54,258	Obtaining pricing for Heavy Duty Trucks
Road Sealcoat B231-236	F789	\$37,000		-100%	04/04/22	07/31/22	118		\$0	#DIV/0!	\$37,000	We are looking at using the budgeted funds to take care of puddling and drainage issues in lieu of sealcoat. This would be the best use of the budgeted funds for this project. 4/4/22 - Collecting Bids
Road Sealcoat CP4	F790	\$44,975		-100%	04/04/22	07/31/22	118		\$0	#DIV/0!	\$44,975	Collecting Bids
Roof Re-Coat B204	F791	\$50,546		-100%			0		\$0	#DIV/0!	\$50,546	Contracts Dept Recomends Moving the money to cover the price increases to replace B221 and B222's Roofs
Roof Re-Coat B205	F792	\$50,546		-100%			0		\$0	#DIV/0!	\$50,546	Contracts Dept recomends moving the budget to cover price increases to replace B221 and B222's Roofs
Roof Re-Coat B213	F793	\$48,836		-100%			0		\$0	#DIV/0!	\$48,836	Contracts Dept Recomends moving the budget to cover price increases to replace B221 and B222's Roofs
Roof Re-Coat B217	F794	\$62,951		-100%	2		0		\$0	#DIV/0!	\$62,951	Contracts Dept Recomends moving the budget to cover price increases to replace B221 and B222's Roofs

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		A	B					D	B-C-D		A-C-D	
Roof Replacement B221	F795	\$360,000		-100%	06/01/22	09/14/22	105		\$0	#DIV/0!	\$360,000	Maintenance Committee Agrees to Replace B221's roof in lieu of B244's roof scheduled for 2022 based on Rocky Mountain Reps Evaluations.
FPE Electrical Panel Replacement CP & TH	F796	\$217,350	\$166,032	-24%	01/28/22	07/01/22	154	\$111,271	\$54,761	-33%	\$106,079	12 panels remain to be replaced per the 2022 contract. We plan to use reserve money to cover the cost to replace 4 FPE street lamp panels in CP1-6
Hot Water Recirculation Project 217 & 220	F797	\$39,000		-100%	06/01/22	10/01/22	122		\$0	#DIV/0!	\$39,000	B220 Replacement only due to limited budget. Waiting on B&F and Board Approval
Concrete Repairs	F798	\$196,920		-100%	04/05/22	12/31/22	270	\$5,411	(\$5,411)	#DIV/0!	\$191,509	
Handrails	F799	\$27,718		-100%	05/01/22	12/31/22	244	\$6,000	(\$6,000)	#DIV/0!	\$21,718	
Retaining Walls	F800	\$119,310		-100%	04/01/22	12/31/22	274		\$0	#DIV/0!	\$119,310	Collecting Bids
BC&E Parking Structure Recommended Repairs (PS1-PS4)	F801	\$825,000		-100%	04/15/22	12/31/22	260		\$0	#DIV/0!	\$825,000	PSAC has recommended to the HGA Board moving forward with the Parking Structure Maintenance Place in lieu of replacement.
Parking Structure Post Tension Repairs (PS1-PS4)	F802	\$300,150		-100%	05/01/22	12/31/22	244		\$0	#DIV/0!	\$300,150	PSAC has recommended to the HGA Board moving forward with the Parking Structure Maintenance Place in lieu of replacement.
Water Heaters (For Emergency Repairs As Needed)	F803	\$40,163		-100%	04/07/22	06/01/22	55		\$0	#DIV/0!	\$40,163	Building 216 Water Heater was Replaced 4/27/22
Fire Alarm for Alpha	F804	\$180,018		-100%	04/25/22	12/31/22	250		\$0	#DIV/0!	\$180,018	In 2022 this project will include the investigative work. The recommendation is to reallocate this money to cover the over budget Elevator Jack project of \$94,000
City of Aurora Water Wise Program (Pilot)	F805	\$67,704		-100%	04/20/22	07/30/22	101		\$0	#DIV/0!	\$67,704	Working with City of Aurora. Meeting with City of Aurora is scheduled for 5/11/22.
TOTAL 2022 FUNDED PROJECTS		\$3,086,508	\$166,032	-95%				\$263,540	(\$97,508)		\$2,822,968	
2022 CONTINGENCY PROJECTS												
One Time Projects	F806.1 - F806.9	\$110,872			01/01/22	12/31/22	364		\$0	#DIV/0!	\$110,872	
Other Unknown Projects	F807.2 - F807.9	\$518,503			01/01/22	12/31/22	364		\$0	#DIV/0!	\$518,503	
Plow for truck 502	F807.1	\$8,138	\$8,138	0%	08/01/21	12/31/21	152	\$ 8,138	\$0	0%	\$0	
Elevator Repairs	F807.2		\$17,298	#DIV/0!	01/01/22	01/31/22	30	\$ 17,298	\$0	0%	(\$17,298)	
TOTAL 2022 CONTINGENCY PROJECTS		\$637,513						\$25,436	\$0		\$612,077	

**HGA MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:
APRIL 2022**

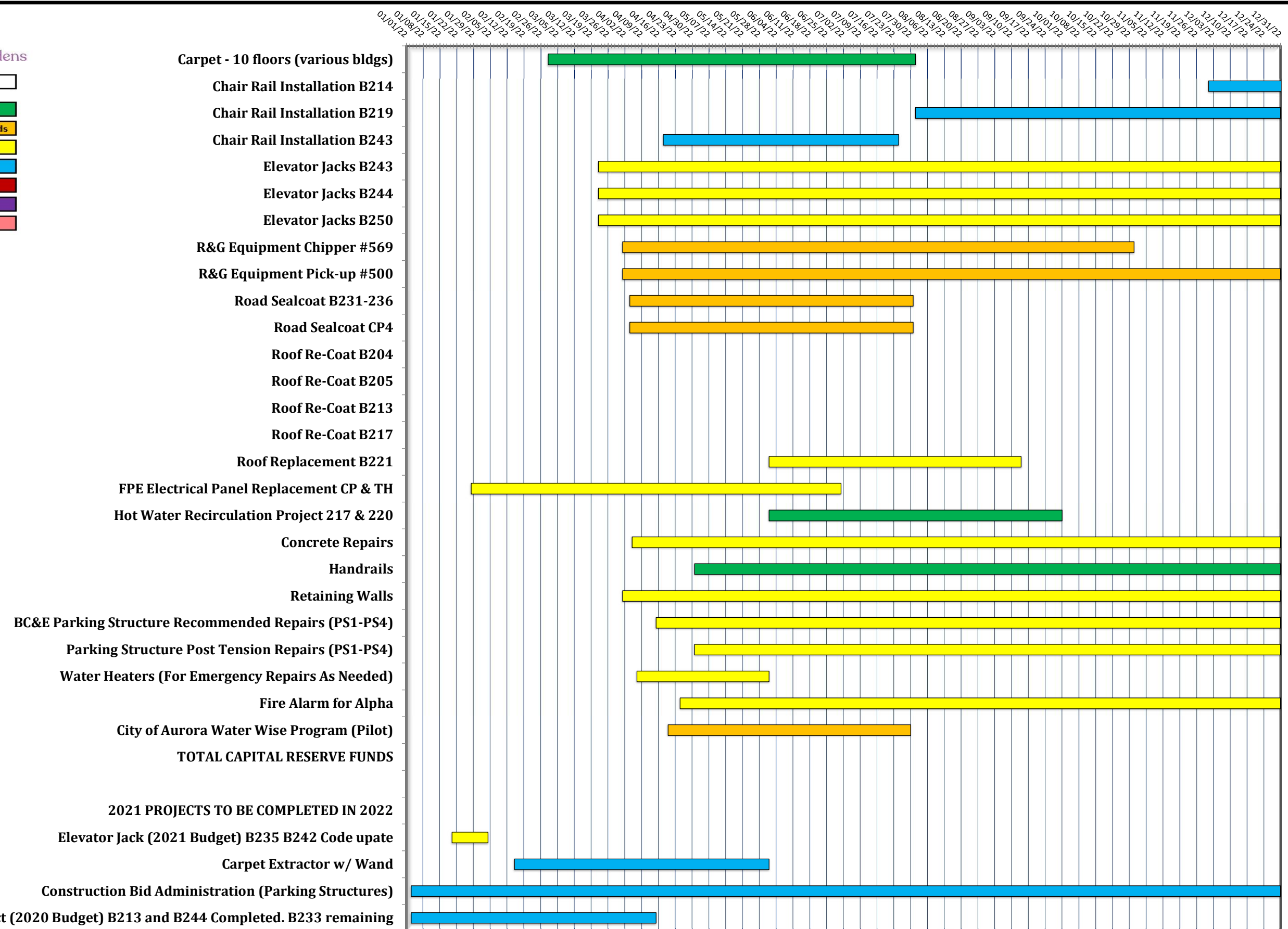
2022 APPROVED PROJECTS	ACCT	2022 APPROVED BUDGET AMOUNT	2022 SIGNED CONTRACT AMOUNT	% VAR	START DATE	FINISH DATE	#Days	2022 INVOICES PAID	UNDER/ (OVER) CONTRACT AMOUNT	% VAR FROM CONTRACT	UNDER / (OVER) BUDGET	PROJECT Notes / Comments
		A	B					D	B-C-D		A-C-D	
TOTAL CAPITAL RESERVE FUNDS		\$3,724,021	\$166,032					\$288,976	(\$97,508)		\$3,435,045	

2021 PROJECTS TO BE COMPLETED IN 2022												
Elevator Jack (2021 Budget) B235 B242 Code upate	F756	\$9,000	\$8,200		01/20/22	02/04/22	15	\$8,200	\$0	0%	\$800	
Carpet Extractor w/ Wand	F649	\$3,766	\$3,766		02/15/22	06/01/22	106		\$3,766	-100%	\$3,766	Ordered 9/21, 4/4/22 - Vendor Supplier is waiting for extractor to arrive.
Construction Bid Administration (Parking Structures)	F762	\$168,252	\$156,752		01/03/22	12/31/22	362		\$156,752	-100%	\$168,252	\$11,500 was expended in 2021 after BOD approval to carry over \$168,252. 2022 expenditures s/b \$11,500 below carry over amount.
Chair Rail Project (2020 Budget) B213 and B244 Completed. B233 remaining	F738	\$30,422	\$30,422		01/03/22	04/15/22	102	\$23,190	\$7,232	-24%	\$7,232	Started B233 in Jan 2022. Project is completed.
TOTAL PRIOR YEAR PROJECTS		\$211,440	\$199,140					\$31,390	\$167,750		\$180,050	

<u>GRAND TOTAL PER BUDGET</u>	<u>\$3,935,461</u>	<u>\$365,172</u>					<u>\$320,366</u>	<u>\$70,242</u>	<u>\$3,615,095</u>
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PROJECTS TARGETED FOR COMPLETION IN 2022 BUT NOT IN THE PUBLISHED BUDGET												
Building 233 Re-Roof	F774		\$30,000		02/01/22	02/28/22	27	\$30,000	\$0	0%	(\$30,000)	
									\$0	#DIV/0!	\$0	
									\$0	#DIV/0!	\$0	
									\$0	#DIV/0!	\$0	
									\$0	#DIV/0!	\$0	
TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2022		\$0	\$30,000					\$30,000	\$0		(\$30,000)	

<u>GRAND TOTAL</u>	<u>\$3,935,461</u>	<u>\$395,172</u>					<u>\$350,366</u>	<u>\$70,242</u>	<u>\$3,585,095</u>
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Heather Gardens Association
Investments
04/30/22

Bank	Yield	Maturity	Interest Paid	Principal	Monthly Interest	Fund	G/L Acct.	Stmt Acct.
Raymond James - Cash/Investments - Operating Account				\$ 247,550.87		Operating	A106/A107.2	
TOTAL - OPERATING ACCT - CASH/INVESTMENTS				<u>\$ 247,550.87</u>	<u>\$ -</u>			
Raymond James - Cash/Investments - Capital Reserve				\$ 5,285,896.19		Capital	A106.1/A107.3/A107.4	
Key Bank Capital Reserve Savings				\$ 4,147,039.71		Capital	A107	
TOTAL CAPITAL RESERVE INVESTMENTS - CASH/INVESTMENTS				<u>\$ 9,432,935.90</u>	<u>\$ -</u>			
TOTAL INVESTMENTS				<u><u>\$ 9,680,486.77</u></u>	<u><u>\$ -</u></u>			

	Face/Maturity Value	Amount Invested	Accrued Interest Purchased	Premium Paid	Maturity Date	Purchased Date	Term of CD (days)	Premium Amort. 2020	Premium Amort. 2021	Premium Amort. 2022	Premium Amort. 2023	Premium Amort. 2024	Accum. Balance
CAPITAL RESERVE ACCT 328MC650													
Purchases													
ALLY BANK SEMI-ANNUAL 2.1500 %	245,000.00	255,753.76	2,150.29	8,603.47	7/25/2022	6/18/2020	767	2,198.54	4,094.22	2,310.71	-	-	8,603.47
AMERICAN EXPRESS CENTURION BANK SEMI-ANNUAL 2.3500 %	107,000.00	112,222.33	881.80	4,340.53	8/15/2022	6/18/2020	788	1,079.62	2,010.52	1,250.38	-	-	4,340.53
BMW BANK OF NORTH AMERICA SEMI-ANNUAL 1.4500 %	245,000.00	251,759.15	622.90	6,136.25	4/14/2023	6/15/2020	1,033	1,182.10	2,168.18	2,168.18	617.78	-	6,136.25
CITIBANK NA SEMI-ANNUAL 3.3000 %	200,000.00	218,843.59	2,549.59	16,294.00	8/24/2023	7/10/2020	1,140	2,486.98	5,216.94	5,216.94	3,373.14	-	16,294.00
COMENITY CAPITAL BANK MONTHLY 3.3500 %	100,000.00	108,730.92	-	8,730.92	10/17/2023	6/15/2020	1,219	1,425.31	2,614.26	2,614.26	2,077.09	-	8,730.92
DISCOVER BK SEMI-ANNUAL 3.2000 %	203,000.00	221,433.97	355.95	18,078.02	1/16/2024	7/31/2020	1,264	2,188.24	5,220.32	5,220.32	5,220.32	228.84	18,078.02
GE CAPITAL RETAIL BANK SEMI-ANNUAL 2.9500 %	100,000.00	106,291.17	493.01	5,798.16	10/17/2022	6/15/2020	854	1,351.09	2,478.14	1,968.93	-	-	5,798.16
GE MONEY BANK SEMI-ANNUAL 3.3000 %	145,000.00	159,274.92	878.34	13,396.58	4/11/2024	6/15/2020	1,396	1,909.68	3,502.69	3,502.69	3,502.69	978.83	13,396.58
GOLDMAN SACHS BANK USA SEMI-ANNUAL 2.8000 %	140,000.00	150,676.64	579.95	10,096.69	4/24/2024	6/15/2020	1,409	1,426.00	2,615.54	2,615.54	2,615.54	824.07	10,096.69
GOLDMAN SACHS BANK USA SEMI-ANNUAL 3.3000 %	100,000.00	110,024.94	1,383.29	8,641.65	1/16/2024	6/15/2020	1,310	1,312.74	2,407.79	2,407.79	2,407.79	105.55	8,641.65
GOLDMAN SACHS BK USA SEMI-ANNUAL 2.5500 %	125,000.00	132,890.43	1,571.92	6,318.51	1/23/2023	7/17/2020	920	1,146.95	2,506.80	2,506.80	157.96	-	6,318.51
JPMORGAN CHASE BANK NA QTRLY.7000 %	245,000.00	245,585.41	314.81	270.60	11/15/2022	7/17/2020	851	270.60	-	0.00	-	-	270.60
MORGAN STANLEY BANK NA SEMI-ANNUAL 2.6500 %	145,000.00	154,328.03	1,663.33	7,664.70	1/11/2023	6/15/2020	940	1,622.63	2,976.19	2,976.19	89.69	-	7,664.70
MORGAN STANLEY BANK, NA SEMI-ANNUAL 3.4500 %	100,000.00	109,409.25	444.25	8,965.00	11/1/2023	6/15/2020	1,234	1,445.73	2,651.72	2,651.72	2,215.82	-	8,965.00
MORGAN STANLEY PRIVATE BANK NA SEMI-ANNUAL 3.1000 %	158,000.00	172,618.87	1,945.78	12,673.09	1/24/2024	6/15/2020	1,318	1,913.46	3,509.62	3,509.62	3,509.62	230.77	12,673.09
SALLIE MAE BK SEMI-ANNUAL 1.8000 %	100,000.00	103,855.10	655.89	3,199.21	2/6/2023	6/15/2020	966	659.05	1,208.81	1,208.81	122.54	-	3,199.21
SALLIE MAE BK SEMI-ANNUAL 3.2000 %	114,000.00	122,817.67	389.79	8,427.88	5/9/2023	6/15/2020	1,058	1,585.21	2,907.54	2,907.54	1,027.60	-	8,427.88
SYNCHRONY BANK SEMI-ANNUAL 1.3000 %	245,000.00	250,179.94	532.29	4,647.65	4/17/2023	6/15/2020	1,036	892.74	1,637.44	1,637.44	480.02	-	4,647.65
WELLS FARGO BANK NA MONTHLY 3.1000 %	200,000.00	216,714.99	16.99	16,698.00	2/13/2024	7/10/2020	1,313	2,212.83	4,641.87	4,641.87	4,641.87	559.57	16,698.00
Redemptions													
JPMORGAN CHASE BANK NA QTRLY.7000 %	(245,000.00)	(245,000.00)	-	-	11/16/2020								
	2,772,000.00	2,958,411.08	17,430.17	168,980.91				28,309.53	54,368.58	51,315.72	32,059.45	2,927.63	168,980.91
										A106.4	A106.3		
HGA OPERATING ACCT 288P8380													
Purchases													
UBS BANK USA MONTHLY 3.2500 %	235,000.00	249,875.26	188.32	14,686.94	10/17/2022	6/24/2020	845	3,302.39	6,344.06	5,040.49	-	-	14,686.94
	3,007,000.00	3,208,286.34	17,618.50	183,667.84				31,611.92	60,712.64	56,356.21	32,059.45	2,927.63	183,667.84
								152,055.92	91,343.29	34,987.08	2,927.63	(0.00)	

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CURRENT ASSETS		
	Operating Bank Account	4,853,116
A110	Cash - Key Bank PPP Proceeds	1,058,700
A107.2	Raymond James Operating Savings	12,729
A106	Raymond James - Operating Investments	234,822
A107	Savings-Capital Improvement	4,147,040
A107.3	Raymond James Cap Reserve Savings	2,514,043
A107.4	Raymond James - Cap Reserve Investments	1,312,000
A106.2	Raymond James Premium Operating	2,929
A106.4	Raymond James Premium Cap Reserve	33,204
	Accounts & Assessments Receivable	141,735
A114.1	AR - Insurance Claim	589,393
	Interest Receivable	14,350
	Inventory	203,649
	Prepaid Insurance	783,562
A142	Prepaid Taxes	25,409
A143.2	Prepaid Expenses	30,193
A128.4	Due To/From Seville	2,599
A128.6	Due To/From - HGMD	79,389
	TOTAL CURRENT ASSETS	16,038,863
LONG-TERM INVESTMENTS (more than 12 mos)		
A106.1	Raymond James - Cap Reserve Investments	1,459,853
A106.3	Raymond James Premium Cap Reserve	34,987
	TOTAL LONG-TERM INVESTMENTS	1,494,840
BUILDING, LAND & EQUIPMENT		
A165	FF&E (Equipment & Furniture)	1,611,757
A165.1	Accumulated Depreciation FF&E	(1,252,236)
	TOTAL BUILDING, LAND & EQUIPMENT	359,521
	TOTAL ASSETS	17,893,225
CURRENT LIABILITIES		
A201	Accounts Payable Trade	38,935
	Accounts Pay Other/Taxes Payable	921,704
A203	Pay In Lieu Of Taxes	47,900
A211	Prepaid Monthly Assessments	292,260
	Accrued Payroll	196,797
A206.1	Accrued PTO	265,820
A214.5	Excess Assess 2020	146,562
A214.51	Excess Assessments 2021	32,186
A215.2	Deferred Revenue-Comcast	59,639
A265	Six MO Impound Fund	5,003,194
	Unearned Revenue	13,724
	TOTAL CURRENT LIABILITIES	7,018,722
	TOTAL CURRENT & LONG TERM LIABILITIES	7,018,722
FUND EQUITY		
A302	Capital Improvement Reserve	8,797,409
A300	Operating Fund	1,108,570
	Net/Income (Loss)	968,524
	Total Equity	10,874,503
	TOTAL LIABILITIES AND EQUITY	17,893,225

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
Assessments	891,178	890,546	632	3,563,374	3,562,188	1,186	10,686,563
Interest Income	(78)	(82)	4	43	42	1	1,792
Late Charges to Residents	1,706	600	1,106	6,354	2,400	3,954	7,200
Interest from Residents	0	125	(125)	0	500	(500)	1,500
Laundry Comm	3,446	3,501	(55)	14,322	14,005	316	42,016
Misc Income	5,630	2,700	2,930	14,695	10,800	3,895	32,400
Comcast Revenue	1,011	1,000	11	15,843	17,200	(1,357)	72,000
Hea 'N Yon Profits	1,012	1,400	(388)	2,444	2,800	(356)	5,600
Vendor Disc Taken	0	0	0	74	0	74	0
Violations	0	0	0	50	0	50	0
Total Revenue	903,904	899,790	4,114	3,617,199	3,609,935	7,264	10,849,071
EXPENSES							
General	345,635	346,478	843	1,387,698	1,420,656	32,957	4,361,134
Custodial	36,156	36,274	118	152,611	147,194	(5,417)	446,004
Contracts	16,248	18,238	1,990	68,126	73,277	5,151	225,531
Maintenance	182,594	195,288	12,694	756,142	806,176	50,034	2,445,823
Administration	128,091	143,732	15,641	421,757	471,657	49,900	1,347,061
Paint	25,593	28,201	2,609	109,005	116,453	7,448	347,964
Roads & Grounds	87,980	98,388	10,408	357,044	365,800	8,755	1,161,178
Security	45,537	51,743	6,206	181,828	208,867	27,039	617,380
Total Expenses	867,835	918,342	50,507	3,434,212	3,610,079	175,868	10,952,075
Surplus (Deficit)	36,069	(18,552)	54,621	182,987	(144)	183,132	(103,004)
INSURANCE CLAIMS							
Net Insurance	0	0	0	0	0	0	0
RESERVES							
Capital Rsv Revenue	283,197	282,509	688	1,135,903	1,134,437	1,466	3,410,730
Less Expenses	199,068	486,958	287,889	350,366	1,071,851	721,484	3,935,461
Net Surplus (Deficit)	84,129	(204,449)	288,578	785,537	62,586	722,951	(524,731)
Net Income/(Loss)	120,198	(223,001)	343,199	968,524	62,442	906,082	(627,735)

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
PAYROLL EXPENSES BY DEPT							
Custodial	29,120	32,406	3,286	127,996	129,182	1,186	386,235
Contracts	15,841	17,736	1,895	66,664	71,019	4,355	219,007
Maintenance	115,514	127,705	12,192	475,902	513,675	37,773	1,555,982
Administration	78,116	92,073	13,958	326,591	373,317	46,726	1,135,664
Paint	22,804	23,957	1,154	94,081	96,177	2,095	288,636
Roads & Grounds	62,270	75,858	13,589	268,632	299,400	30,767	925,828
Security	43,296	44,452	1,156	167,256	174,928	7,673	522,213
TOTAL PAYROLL EXPENSES	<u>366,960</u>	<u>414,188</u>	<u>47,228</u>	<u>1,527,122</u>	<u>1,657,698</u>	<u>130,576</u>	<u>5,033,564</u>
OPERATING EXPENSES BY DEPT							
General	345,635	346,478	843	1,387,698	1,420,656	32,957	4,361,134
Custodial	7,036	3,868	(3,168)	24,615	18,012	(6,603)	59,769
Contracts	407	502	95	1,462	2,258	796	6,524
Maintenance	67,080	67,583	502	280,240	292,501	12,261	889,842
Administration	49,975	51,658	1,683	95,167	98,340	3,174	211,397
Paint	2,789	4,244	1,455	14,923	20,276	5,353	59,328
Roads & Grounds	25,711	22,530	(3,181)	88,412	66,400	(22,012)	235,350
Security	2,241	7,291	5,050	14,572	33,939	19,367	95,167
TOTAL OPERATING EXPENSES	<u>500,875</u>	<u>504,154</u>	<u>3,279</u>	<u>1,907,089</u>	<u>1,952,382</u>	<u>45,292</u>	<u>5,918,511</u>
TOTAL PAYROLL & OPERATING	<u>867,835</u>	<u>918,342</u>	<u>50,507</u>	<u>3,434,212</u>	<u>3,610,079</u>	<u>175,868</u>	<u>10,952,075</u>

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
REVENUE SUMMARY							
A404.2 Interest Income RJ Operat	628	631	(3)	2,511	2,524	(13)	7,572
A404.3 RJ Premium Amort	(528)	(528)	0	(2,111)	(2,112)	1	(5,040)
A404.4 RJ Advis. Fees Operating	(178)	(185)	7	(357)	(370)	13	(740)
A408 Insurance	142,416	142,356	60	568,979	569,424	(445)	1,708,272
A408.4 Insurance Adj 2019	1,706	1,706	0	6,824	6,824	0	20,471
A409 Water & Sewer	110,583	110,456	127	442,004	441,824	180	1,325,472
A409.4 Water & Sewer Adj 2019	(9,873)	(9,873)	0	(39,492)	(39,491)	(1)	(118,472)
A410 Gas & Electric	79,732	79,661	71	318,996	318,644	352	955,932
A410.4 Gas & Elec Adj 2019	12,627	12,626	1	50,508	50,506	2	151,519
A411 Maintenance	540,124	539,753	371	2,160,106	2,159,012	1,094	6,477,036
A411.4 Maintenance Adj 2019	13,862	13,861	1	55,448	55,445	3	166,333
A414 Late Charges to Residents	1,706	600	1,106	6,354	2,400	3,954	7,200
A414.5 Interest from Residents	0	125	(125)	0	500	(500)	1,500
A415 Laundry Commissions	3,446	3,501	(55)	14,322	14,005	316	42,016
A416 Miscellaneous Income	5,630	2,700	2,930	14,695	10,800	3,895	32,400
A416.2 Comcast Revenue	1,011	1,000	11	15,843	17,200	(1,357)	72,000
A417 Heather 'N Yon Profits	1,012	1,400	(388)	2,444	2,800	(356)	5,600
A418 Vendor Discounts Taken	0	0	0	74	0	74	0
A422 Violations	0	0	0	50	0	50	0
TOTAL REVENUE	903,904	899,790	4,114	3,617,199	3,609,935	7,264	10,849,071
ASSOC GENERAL EXPENSES							
A622 Payment In Lieu Of Taxes	0	0	0	0	0	0	25,000
A624 Personal Property Tax	442	900	458	3,101	3,600	499	4,300
A626 Income Taxes	4,583	4,583	0	18,332	18,333	1	55,000
A628 Bad Debt Expense	0	0	0	0	0	0	7,500
A640 Electric - High Rises	28,562	27,519	(1,043)	109,940	108,292	(1,648)	346,118
A641 Electric - Parking	831	857	26	3,367	3,415	48	10,777
A642 Electric - Town Homes	652	885	234	3,271	3,835	564	12,765
A643 Gas - High Rises	80,221	73,406	(6,814)	343,212	328,023	(15,189)	737,792
A652 Insurance Coverages	137,738	140,548	2,810	551,089	562,194	11,104	1,728,745
A652.1 Insurance - Claims	3,855	7,800	3,945	21,580	31,200	9,620	93,600
A653 HRA Admin Costs/Misc	1,475	1,384	(91)	6,037	5,537	(499)	16,612
A660 Legal Fees	2,981	4,200	1,220	5,033	16,800	11,767	50,400
A671 Outside Services	0	106	106	1,099	3,884	2,785	4,732
A672 Communications Expense	1,724	1,915	191	8,458	7,584	(874)	22,904
A673 Annual Meeting/Election	0	0	0	0	10,000	10,000	20,000
A675 Incentive Program	234	25	(209)	684	100	(584)	17,888
A698 Water & Sewer	82,339	82,348	10	312,495	317,859	5,364	1,207,000
TOTAL ASSOC GENERAL EXPEN	345,635	346,478	843	1,387,698	1,420,656	32,957	4,361,134

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
CAPITAL RESERVE FUND							
REVENUE SUMMARY							
F608 Capital Reserve	283,811	283,486	325	1,134,170	1,133,944	226	3,401,830
F611.1 Capital Reserve Interest	6,016	5,751	265	24,064	23,005	1,059	69,016
F611.2 Raymond James Premium Amo	(4,528)	(4,528)	0	(18,112)	(18,112)	0	(51,316)
F611.3 Raymond James Advisory Fe	(2,101)	(2,200)	99	(4,219)	(4,400)	181	(8,800)
TOTAL REVENUE	283,197	282,509	688	1,135,903	1,134,437	1,466	3,410,730
EXPENSE SUMMARY							
F649 2021 C/O Proj. Cust Equip	0	0	0	0	3,766	3,766	3,766
F738 2021 C/O Proj. Ch. Rail	0	7,622	7,622	23,190	30,422	7,232	30,422
F756 2021 C/O Proj Elev Jacks	0	0	0	8,200	9,000	800	9,000
F762 2021 C/O Proj. Const Bid	0	14,021	14,021	0	56,084	56,084	168,252
F774 Building 233 Re-roof w/ 6	0	0	0	30,000	0	(30,000)	0
F780 Carpet - 10 floors (vario	0	32,085	32,085	0	32,085	32,085	96,255
F781 Chair Rail Installation B	0	0	0	0	0	0	25,819
F782 Chair Rail Installation B	0	0	0	0	0	0	25,819
F783 Chair Rail Installation B	8,858	8,606	(252)	8,858	8,606	(252)	25,819
F784 Elevator Jacks B243	56,000	0	(56,000)	56,000	0	(56,000)	65,000
F785 Elevator Jacks B244	56,000	0	(56,000)	56,000	0	(56,000)	65,000
F786 Elevator Jacks B250	20,000	0	(20,000)	20,000	0	(20,000)	40,163
F787 R&G Equipment Chipper #56	0	0	0	0	20,188	20,188	20,188
F788 R&G Equipment Pick-up #50	0	0	0	0	54,258	54,258	54,258
F789 Road Sealcoat B231-236	0	0	0	0	0	0	37,000
F790 Road Sealcoat CP4	0	0	0	0	0	0	44,975
F791 Roof Re-Coat B204	0	0	0	0	0	0	50,546
F792 Roof Re-Coat B205	0	0	0	0	0	0	50,546
F793 Roof Re-Coat B213	0	0	0	0	0	0	48,836
F794 Roof Re-Coat B217	0	0	0	0	0	0	62,951
F795 Roof Replacement B244	0	0	0	0	0	0	360,000
F796 FPE Electrical Panel Repl	39,311	41,760	2,449	111,271	155,780	44,509	217,350
F797 Hot Water Recirculation P	0	9,750	9,750	0	39,000	39,000	39,000
F798 Concrete Repairs	4,761	0	(4,761)	5,411	0	(5,411)	196,920
F799 Handrails	6,000	0	(6,000)	6,000	0	(6,000)	27,718
F800 Retaining Walls	0	19,885	19,885	0	19,885	19,885	119,310
F801 BC&E PS Recommended Repai	0	137,500	137,500	0	137,500	137,500	825,000
F802 PS Post Tension Repairs P	0	50,025	50,025	0	50,025	50,025	300,150
F803 Water Heaters	0	0	0	0	40,163	40,163	40,163
F804 Fire Alarm for Alpha	0	90,009	90,009	0	180,018	180,018	180,018
F805 Aurora Water Wise Program	0	22,568	22,568	0	22,568	22,568	67,704
F806 2022 One Time Proj	0	9,239	9,239	0	36,957	36,957	110,872
F807 2022 Contingency Projects	0	43,887	43,887	0	175,545	175,545	526,641
F807.1 Plow for truck 502	8,138	0	(8,138)	8,138	0	(8,138)	0
F807.2 Elevator Repairs for 209	0	0	0	17,298	0	(17,298)	0
TOTAL EXPENSES	199,068	486,958	287,889	350,366	1,071,851	721,484	3,935,461
GROSS SURPLUS (DEFICIT)	84,129	(204,449)	288,578	785,537	62,586	722,951	(524,731)
BALANCE TO CASH (A107)							
A302 Cap Imprv Reserve	594,553	0	(594,553)	8,797,409	0	(8,797,409)	0
ADD: Cap Reserve Revenue	283,197	282,509	(688)	1,135,903	1,134,437	(1,466)	3,410,730
LESS: Cap Reserve Expens	(190,930)	(133,729)	57,201	(324,930)	(429,074)	(104,144)	(1,884,913)
A115.1 LESS: Interest Receivable	21	0	(21)	(272)	0	272	0
TOTAL BALANCE TO CASH	686,841	148,780	(538,062)	9,608,110	705,363	(8,902,748)	1,525,817

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
INSURANCE PROCEEDS	_____	_____	_____	_____	_____	_____	_____
TOTAL INSURANCE PROCEEDS	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET INSURANCE CLAIM	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
CUSTODIAL SERVICES								
WAGES/BENEFITS								
J500	Salaries - FTP	24,170	24,228	58	102,736	96,912	(5,824)	295,918
J510	Salaries - Part Time	6,559	7,754	1,194	28,627	31,015	2,387	93,044
J520	Salaries - Overtime	1,101	400	(701)	2,543	2,754	211	8,072
J540	Taxes - Payroll	2,920	3,308	388	13,458	13,861	404	35,282
J550	Retirement Expense	31	496	465	1,050	1,981	931	5,982
J553	Insurance - Personnel	1,760	4,143	2,383	10,045	16,572	6,526	52,201
J574	Recruit / Train / Service	610	400	(210)	1,204	850	(354)	2,050
J575	Employee Incentive	228	700	472	912	1,400	488	2,800
J580	PEO Administration	445	450	5	2,034	1,800	(234)	5,400
J588	Workers Comp Insurance	353	950	597	1,315	3,800	2,485	11,685
	TOTAL WAGES/BENEFITS	38,178	42,829	4,651	163,924	170,945	7,021	512,434
J675.2	Salary Charge Out - Opera	(9,058)	(10,423)	(1,365)	(35,928)	(41,763)	(5,835)	(126,199)
	NET WAGES/BENEFITS	29,120	32,406	3,286	127,996	129,182	1,186	386,235
OPERATING EXPENSES								
J621	Fuel Expense	118	50	(68)	391	190	(201)	575
J621.1	Mileage Reimbursement	296	700	404	1,446	2,700	1,254	8,250
J639	Software & IT	51	60	9	528	240	(288)	720
J645	Uniforms	2,303	0	(2,303)	2,503	1,650	(853)	3,250
J680	Radio Communication	0	0	0	0	0	0	350
J683	Repairs - Equipment	0	130	130	1,706	1,520	(186)	2,700
J684	Supplies	4,269	2,916	(1,353)	18,041	11,664	(6,377)	32,780
J691	Licenses	0	12	12	0	48	48	144
J699	Window Cleaning	0	0	0	0	0	0	11,000
	TOTAL OPERATING EXPENSES	7,036	3,868	(3,168)	24,615	18,012	(6,603)	59,769
	TOTAL CUSTODIAL SERVICES	36,156	36,274	118	152,611	147,194	(5,417)	446,004

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
CONTRACTS								
WAGES/BENEFITS								
K500	Salaries - FT	12,861	14,378	1,516	54,176	57,510	3,334	178,437
K540	Taxes - Payroll	1,095	1,150	55	4,934	5,032	98	14,706
K550	Retirement Expense	655	705	49	2,622	2,818	196	8,573
K553	Insurance - Personne	1,072	1,076	4	4,287	4,303	16	13,555
K574	Recruiting, Training Serv	0	50	50	38	300	262	1,000
K575	Employee Incentive	0	228	228	0	456	456	912
K580	PEO Administration	80	70	(10)	320	280	(40)	840
K588	Workers Comp Insurance	78	80	2	287	320	33	984
	TOTAL WAGES/BENEFITS	15,841	17,736	1,895	66,664	71,019	4,355	219,007
	NET WAGES/BENEFITS	15,841	17,736	1,895	66,664	71,019	4,355	219,007
OPERATING EXPENSES								
K621.1	Mileage Reimbursement	96	80	(16)	314	320	6	960
K639	Software & IT	180	250	70	743	1,000	257	3,000
K645	Uniforms	0	0	0	0	250	250	500
K662	Office Supplies	131	125	(6)	406	500	94	1,500
K683	Repairs - Equipment	0	40	40	0	160	160	480
K691	Licenses	0	7	7	0	28	28	84
	TOTAL OPERATING EXPENSES	407	502	95	1,462	2,258	796	6,524
	TOTAL CONTRACTS EXPENSES	16,248	18,238	1,990	68,126	73,277	5,151	225,531

2888 So Heather Gardens Way
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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
MAINTENANCE								
WAGES/BENEFITS								
M500	Salaries - FTP	100,627	102,748	2,121	403,106	410,992	7,886	1,251,926
M520	Salaries - Overtime	2,157	3,817	1,659	9,185	12,715	3,531	47,210
M540	Taxes - Payroll	9,116	8,637	(479)	38,538	40,521	1,983	110,779
M550	Retirement Expense	3,169	3,455	286	12,586	13,648	1,063	41,752
M553	Insurance - Personnel	11,532	12,075	543	44,616	48,301	3,685	152,147
M574	Recruit/Train/Services	1,679	585	(1,094)	5,659	2,340	(3,319)	7,020
M575	Employee Incentive	1,654	1,400	(254)	2,783	2,800	17	5,600
M580	PEO Administration	983	875	(108)	3,947	3,500	(447)	10,500
M588	Workers Comp Insurance	901	1,020	119	3,325	4,080	755	12,546
	TOTAL WAGES/BENEFITS	131,818	134,612	2,794	523,744	538,898	15,154	1,639,481
M675.2	Salary Charge Out - Opera	(7,044)	(2,740)	4,304	(22,902)	(8,556)	14,346	(33,499)
M675.3	Salary Charge Out-Residen	(9,260)	(4,167)	5,093	(24,940)	(16,667)	8,273	(50,000)
	NET WAGES/BENEFITS	115,514	127,705	12,192	475,902	513,675	37,773	1,555,982
OPERATING EXPENSES								
M621	Fuel Expense	296	300	4	1,442	1,090	(352)	3,670
M621.1	Mileage Reimbursement	1,615	2,100	485	7,958	8,300	342	25,400
M639	Software & IT	2,392	2,500	108	9,622	10,000	378	30,000
M640	Electric	304	340	36	1,386	1,360	(26)	4,080
M643	Gas	182	213	31	810	852	42	2,556
M644	Elevator	10,358	12,000	1,642	58,508	48,000	(10,508)	144,000
M645	Uniforms	563	0	(563)	7,867	10,000	2,133	13,000
M646	Maintenance Shop Repairs	1,188	2,000	812	4,081	6,400	2,319	16,000
M654	Lamp Replacement	521	1,000	479	1,936	5,500	3,564	15,000
m662	Office Supplies	1,981	1,100	(881)	4,202	4,400	198	13,200
M665	Rent - Equipment	0	0	0	0	0	0	1,000
M671	Outside Contractors - Mis	0	2,800	2,800	1,620	3,700	2,080	16,900
M671.1	Glass Replacement	2,339	2,500	161	13,373	10,000	(3,373)	30,000
M671.3	Boiler/HVAC Repairs	0	0	0	2,581	0	(2,581)	6,300
M671.4	Roof Repairs	0	0	0	0	0	0	7,500
M671.5	Electrical	0	2,500	2,500	4,740	10,000	5,260	30,000
M671.6	Concrete Repairs	0	0	0	0	0	0	8,000
M671.7	Siding Repairs	0	0	0	0	0	0	3,000
M671.8	Sewer/Plumbing	6,875	7,500	625	6,875	30,000	23,125	90,000
M672	Door Repair	0	1,000	1,000	2,666	4,000	1,334	12,000
M680	Radio Communications	72	130	58	289	520	231	1,560
M683	Repairs - Equipment	0	300	300	93	1,200	1,107	3,600
M684	Supplies - Misc	2,585	600	(1,985)	8,543	2,400	(6,143)	7,200
M684.1	HVAC/Plumbing	15,493	8,683	(6,810)	57,093	34,732	(22,361)	104,196
M684.2	Electrical	2,040	3,700	1,660	15,348	14,800	(548)	44,400
M684.3	Hardware/Fasteners	(115)	350	465	898	1,400	502	4,200
M684.4	Safety Equipment	137	0	(137)	1,520	2,000	480	4,000
M684.5	Doors & Door Hardware	3,636	2,083	(1,553)	15,870	8,333	(7,536)	25,000
M684.6	Roof & Sealant Materials	86	0	(86)	474	0	(474)	10,000
M684.7	Chemicals	3,079	4,350	1,271	12,508	23,880	11,372	58,680
M684.8	Tools	120	900	780	2,958	3,600	642	10,800
M684.9	Billable Supplies	(4,785)	0	4,785	(14,869)	0	14,869	0
M685	TV Repairs	0	300	300	0	1,200	1,200	3,600
M691	Licenses	7,684	500	(7,184)	15,863	13,500	(2,363)	47,000
M694	Trash Removal	8,435	7,833	(602)	33,986	31,333	(2,653)	94,000
	TOTAL OPERATING EXPENSES	67,080	67,583	502	280,240	292,501	12,261	889,842
	TOTAL MAINTENANCE EXPENSE	182,594	195,288	12,694	756,142	806,176	50,034	2,445,823

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
ADMINISTRATION								
WAGES/BENEFITS								
O500	Salaries - FTP	63,091	74,662	11,571	260,252	298,647	38,395	919,003
O520	Salaries - Overtime	393	950	557	2,762	3,800	1,038	11,400
O540	Taxes - Payroll	5,288	6,049	761	23,433	30,220	6,787	80,456
O545	Temporary Outside Labor	0	0	0	1,134	0	(1,134)	0
O550	Retirement Expense	2,145	2,646	502	10,036	10,586	550	32,196
O553	Insurance - Personnel	4,701	5,326	625	17,069	21,305	4,236	67,110
O574	Recruit/Train/Services	771	800	29	6,076	3,200	(2,876)	9,600
O575	Employee Incentive	456	500	44	948	1,000	52	2,000
O580	PEO Administration	466	410	(56)	1,911	1,640	(271)	4,920
O588	Workers Comp Insurance	644	730	86	2,380	2,920	540	8,979
	TOTAL WAGES/BENEFITS	77,955	92,073	14,118	326,001	373,317	47,316	1,135,664
O675.2	Salary Charge Out	160	0	(160)	590	0	(590)	0
	NET WAGES/BENEFITS	78,116	92,073	13,958	326,591	373,317	46,726	1,135,664
OPERATING EXPENSES								
O621.1	Mileage Reimbursement	0	10	10	0	40	40	120
O639	Software and Internet Fee	2,664	2,836	172	8,080	7,556	(524)	22,320
O639.5	IT Services	1,850	2,600	750	13,240	10,400	(2,840)	31,200
O656	Professional Services	35,150	35,150	0	47,275	47,275	0	59,700
O659	Miscellaneous	218	215	(3)	266	860	594	2,580
O661	Administrative Expense	100	263	163	192	1,912	1,720	6,185
O662	Office Supplies & Postage	4,025	3,500	(525)	12,918	12,200	(718)	36,250
O663	Publications	0	0	0	0	0	0	5,650
O689	Telephone Expense	2,573	3,589	1,016	9,801	14,357	4,557	43,072
O690	Equipment Leases	245	245	0	245	490	245	1,070
O695	Marketing	3,150	3,250	100	3,150	3,250	100	3,250
	TOTAL OPERATING EXPENSES	49,975	51,658	1,683	95,167	98,340	3,174	211,397
	TOTAL ADMINISTRATIVE EXPE	128,091	143,732	15,641	421,757	471,657	49,900	1,347,061

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
PAINTING							
WAGES/BENEFITS							
P500 Salaries - FTP	18,386	19,811	1,425	76,243	79,243	3,000	241,146
P520 Salaries - Overtime	19	0	(19)	146	0	(146)	0
P540 Taxes - Payroll	1,758	1,846	88	7,196	8,340	1,144	21,596
P550 Retirement Expense	277	308	31	1,107	1,222	114	3,707
P553 Insurance - Personnel	1,669	1,083	(586)	6,679	4,332	(2,348)	13,644
P574 Recruit/Train/Services	0	160	160	0	640	640	1,920
P575 Employee Incentive	228	300	72	608	600	(8)	1,200
P580 PEO Administration	210	200	(10)	859	800	(59)	2,400
P588 Workers Comp Insurance	256	250	(6)	1,242	1,000	(242)	3,023
TOTAL WAGES/BENEFITS	22,804	23,957	1,154	94,081	96,177	2,095	288,636
NET WAGES/BENEFITS	22,804	23,957	1,154	94,081	96,177	2,095	288,636
OPERATING EXPENSES							
P621 Fuel Expense	134	173	39	844	692	(152)	2,076
P621.1 Mileage Reimbursement	0	35	35	0	140	140	420
P639 Software & IT	61	65	4	345	260	(85)	780
P645 Uniforms	0	0	0	1,476	2,800	1,324	3,600
P680 Radio Communications	0	0	0	72	0	(72)	800
P683 Repairs - Equipment	0	0	0	17	500	483	4,000
P684 Supplies	2,594	3,888	1,294	11,938	15,552	3,614	46,656
P689 Telephone Expense	0	24	24	0	96	96	288
P691 Licenses	0	59	59	231	236	5	708
TOTAL OPERATING EXPENSES	2,789	4,244	1,455	14,923	20,276	5,353	59,328
TOTAL PAINTING EXPENSES	25,593	28,201	2,609	109,005	116,453	7,448	347,964

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		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
ROADS & GROUNDS								
WAGES/BENEFITS								
R500	Salaries - FTP	48,241	57,960	9,719	209,316	231,839	22,523	706,878
R510	Salaries - Part Time	1,222	2,856	1,634	1,222	2,856	1,634	31,765
R520	Salaries - Overtime	488	519	30	11,079	4,229	(6,850)	10,231
R540	Taxes - Payroll	4,325	5,110	785	20,817	24,295	3,478	65,149
R550	Retirement Expense	1,170	1,501	332	4,938	5,729	792	17,730
R553	Insurance - Personnel	5,647	6,253	606	22,573	25,011	2,438	78,785
R574	Recruit/Train/Services	0	250	250	0	1,000	1,000	3,000
R575	Employee Incentive	304	600	296	608	1,200	592	2,400
R580	PEO Administration	555	545	(10)	2,299	2,180	(119)	6,540
R588	Workers Comp Insurance	528	565	37	1,959	2,260	302	6,950
	TOTAL WAGES/BENEFITS	62,480	76,158	13,679	274,810	300,600	25,790	929,428
R675.2	Salary Charge Out-Operati	(210)	(300)	(90)	(6,178)	(1,200)	4,978	(3,600)
	NET WAGES/BENEFITS	62,270	75,858	13,589	268,632	299,400	30,767	925,828
OPERATING EXPENSES								
R621	Fuel Expense	1,775	1,600	(175)	8,219	6,200	(2,019)	20,650
R621.1	Mileage Reimbursement	0	10	10	0	20	20	160
R635	Tree & Shrub Replacement	0	1,500	1,500	0	1,500	1,500	5,500
R639	Software & IT	237	300	63	973	1,200	227	3,600
R640	Electric	228	250	22	1,039	850	(189)	2,850
R643	Gas	136	100	(36)	607	300	(307)	1,150
R645	Uniforms	632	0	(632)	1,272	4,000	2,728	8,450
R647	Extermination	1,000	1,000	0	4,000	3,500	(500)	11,000
R665	Rent - Equipment	0	0	0	333	0	(333)	1,000
R670	Asphalt Repairs	0	1,000	1,000	0	1,000	1,000	3,000
R671	Outside - Contractors	618	3,000	2,382	6,855	6,000	(855)	30,000
R680	Radio Communications	0	750	750	0	750	750	750
R682	Snow Removal Supplies	0	1,500	1,500	20,855	7,500	(13,355)	15,000
R683	Repairs - Equipment	3,829	2,000	(1,829)	10,685	5,000	(5,685)	24,500
R684	Supplies	11,816	5,000	(6,816)	20,054	13,500	(6,554)	57,500
R684.1	Irrigation - Supplies	3,167	2,000	(1,167)	5,365	5,000	(365)	20,000
R689	Telephone Expense	89	70	(19)	247	280	33	840
R691	Licenses	278	250	(28)	1,723	1,000	(723)	3,000
R694	Trash Removal	1,905	2,200	295	6,186	8,800	2,614	26,400
	TOTAL OPERATING EXPENSES	25,711	22,530	(3,181)	88,412	66,400	(22,012)	235,350
	TOTAL ROADS & GROUNDS EXP	87,980	98,388	10,408	357,044	365,800	8,755	1,161,178

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	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET	
SECURITY								
WAGES/BENEFITS								
S500	Salaries - FTP	31,575	31,437	(139)	123,986	125,747	1,761	383,706
S520	Salaries - Overtime	1,552	439	(1,113)	5,034	4,875	(159)	10,766
S540	Taxes - Payroll	3,143	2,598	(545)	12,537	12,879	342	34,083
S550	Retirement Expense	824	650	(175)	2,665	2,636	(29)	7,913
S553	Insurance - Personnel	4,329	4,662	333	16,011	18,649	2,638	58,745
S560	Employee Incentive	823	850	27	2,849	3,400	551	10,200
S574	Recruit/Train/Services	463	2,642	2,178	1,563	3,242	1,679	7,500
S575	Employee Incentive	0	600	600	304	1,200	896	2,400
S580	PEO Administration	330	285	(45)	1,361	1,140	(221)	3,420
S588	Workers Comp Insurance	256	290	34	946	1,160	214	3,480
	TOTAL WAGES/BENEFITS	43,296	44,452	1,156	167,256	174,928	7,673	522,213
OPERATING EXPENSES								
S621	Fuel Expense	772	475	(297)	2,812	1,900	(912)	5,700
S639	Software & IT	764	5,500	4,736	5,371	22,000	16,629	66,000
S645	Uniforms	302	100	(202)	3,094	3,300	206	7,000
S659	Miscellaneous	0	141	141	130	564	434	1,692
S680	Radio Communications	0	125	125	0	2,375	2,375	3,375
S683	Repairs - Equipment	32	391	359	1,227	1,564	337	4,692
S684	Supplies	54	300	246	900	1,200	300	3,600
S689	Telephone Expense	319	165	(154)	1,039	660	(379)	1,980
S691	Licenses	0	94	94	0	376	376	1,128
	TOTAL OPERATING EXPENSES	2,241	7,291	5,050	14,572	33,939	19,367	95,167
	TOTAL SECURITY EXPEN	45,537	51,743	6,206	181,828	208,867	27,039	617,380

HEATHER GARDENS METROPOLITAN DISTRICT

Budget Exceptions Report

Through: 04/30/22

	YTD ACTUAL	YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% of Budget	Annual Budget	% of Annual Budget Spent
Total Revenue	\$ 1,048,705	\$ 1,065,493	\$ (16,788)	-1.6%	\$ 3,283,566	32%
Cost of Goods Sold	\$ 52,355	\$ 60,644	\$ 8,289	13.7%	\$ 205,724	25%
Gross Profit	\$ 996,350	\$ 1,004,849	\$ (8,499)		\$ 3,077,842	
Operating Expenses	\$ 744,832	\$ 828,179	\$ 83,347	10.1%	\$ 2,721,539	27%
Net Operating Income/(Loss)	\$ 251,518	\$ 176,670	\$ 74,848		\$ 356,303	
Capital Improvements Exp	\$ 54,375	\$ 68,310	\$ 13,935		\$ 473,807	
Net Surplus/(Loss)	\$ 197,143	\$ 108,360	\$ 88,783		\$ (117,504)	

Executive Summary

Club House

Revenue	\$ 55,316	\$ 55,870	\$ (554)	-1.0%	\$ 170,750	32%
Expenses	\$ 246,081	\$ 279,034	\$ 32,953	11.8%	\$ 808,976	30%
Net Subsidy	\$ (190,765)	\$ (223,163)	\$ 32,399		\$ (638,226)	

Golf

Revenue	\$ 63,906	\$ 62,060	\$ 1,846	3.0%	\$ 426,008	15%
Expenses	\$ 170,116	\$ 214,111	\$ 43,995	20.5%	\$ 687,742	25%
Net Subsidy	\$ (106,210)	\$ (152,051)	\$ 45,841		\$ (261,734)	

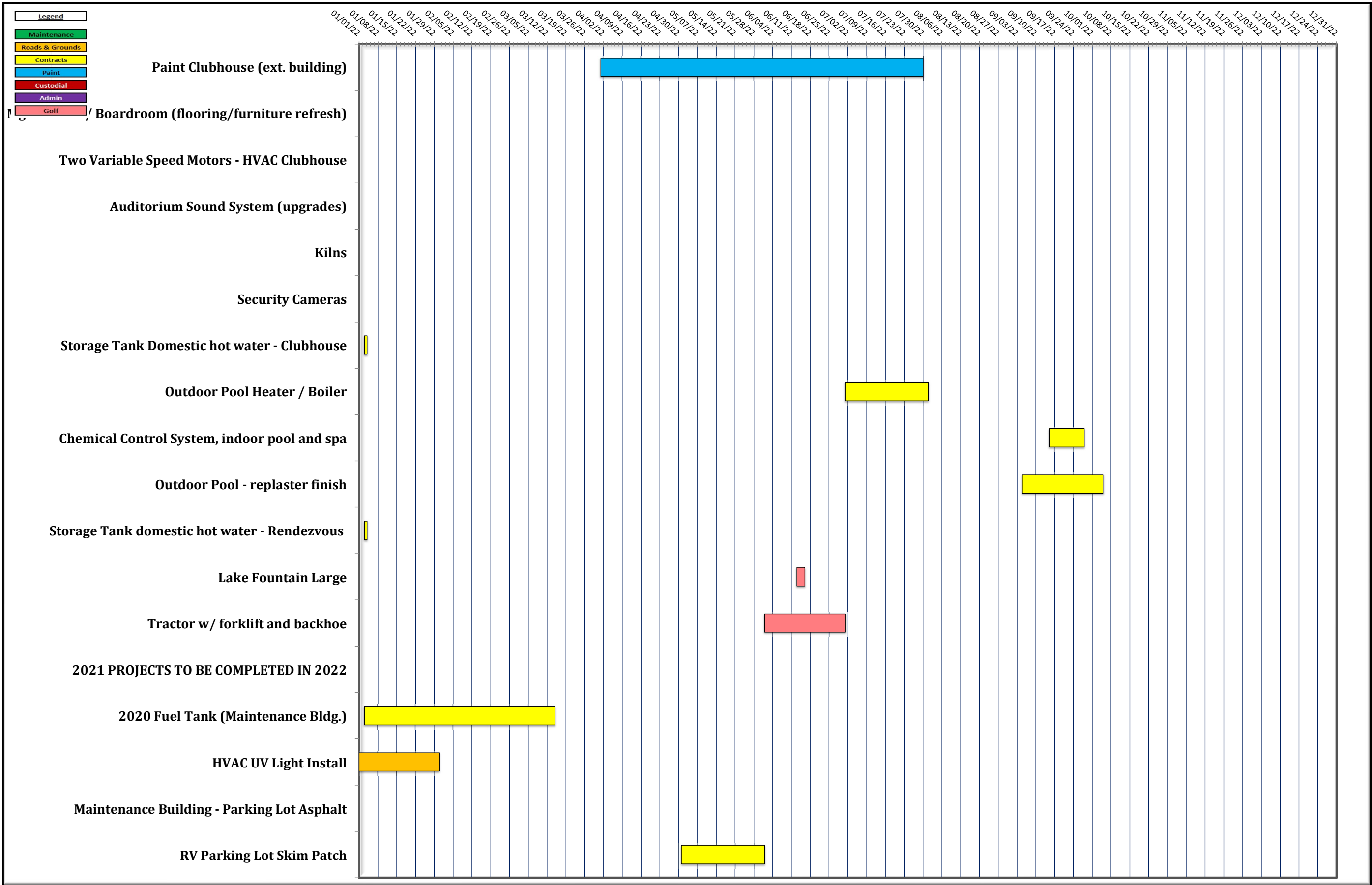
Restaurant

Revenue	\$ 150,139	\$ 179,603	\$ (29,464)	-16.4%	\$ 603,015	25%
Cost of Goods Sold	\$ 49,281	\$ 57,774	\$ 8,493	14.7%	\$ 193,106	26%
Gross Profit	\$ 100,858	\$ 121,829	\$ (20,971)	-17.2%	\$ 409,909	
Expenses	\$ 147,005	\$ 160,768	\$ 13,763	8.6%	\$ 498,106	30%
Net Subsidy	\$ (46,147)	\$ (38,939)	\$ (7,208)		\$ (88,197)	

Restricted Funds	Total Total Revenue	Total Expenses	Net Surplus/(Loss)	Cash Balance
Conservation Trust Fund	\$ 5,466	\$ 14,362	\$ (8,896)	\$ 158,255
Debt Service Fund	\$ 256,383	\$ 106,148	\$ 150,235	\$ 436,139
Foundation Fund	\$ 275	\$ (107)	\$ 382	\$ 189,769

**HGMD MONTHLY CAPITAL RESERVE REPORT FOR PERIOD ENDING:
APRIL 2022**

STATUS	PROJECT OWNER	DEPT.	2022 APPROVED PROJECTS	ACCT	2022 APPROVED BUDGET AMOUNT	2022 SIGNED CONTRACT AMOUNT	% VAR	START DATE	FINISH DATE	#DAYS	2022 INVOICES PAID	+/- SIGNED CONTRACT AMOUNT	% VAR FROM CONTRACT	TOTAL UNDER / (OVER) BUDGET	PROJECT Notes / Comments
					A	B				D	B-C-D	A-C-D			
In Process	Don	Clubhouse	Paint Clubhouse (ext. building)	D601	\$52,672		-100%	04/01/22	07/30/22	120		\$0	#DIV/0!	\$52,672	Contracts Dept recomends moving forward with DCC's pricing to paint the clubhouse. We are waiting on B&F and HGMD Board Approval before releasing the contractor to schedule their work.
not-started	Jason	Admin.	Mgmt Office / Boardroom (flooring/furniture refresh)	D601	\$20,960		-100%			0		\$0	#DIV/0!	\$20,960	
not-started	Jon H	Clubhouse	Two Variable Speed Motors - HVAC Clubhouse	D601	\$11,285		-100%			0		\$0	#DIV/0!	\$11,285	Not needed at this time
not-started	Montrell	Clubhouse	Auditorium Sound System (upgrades)	D601	\$6,885		-100%			0		\$0	#DIV/0!	\$6,885	Auditorium Sound System is working as it should and does not need to be replaced at this time.
not-started	Montrell	Clubhouse	Kilns	D601	\$28,212		-100%			0		\$0	#DIV/0!	\$28,212	Kilns appear to be working properly and might not need replacement.
not-started	Montrell	Clubhouse	Security Cameras	D601	\$6,478		-100%			0		\$0	#DIV/0!	\$6,478	Researching what rooms in the clubhouse need cameras.
Completed	Jon H	Clubhouse	Storage Tank Domestic hot water - Clubhouse	D601	\$21,159		-100%	01/03/22	01/04/22	1	\$0	\$0	#DIV/0!	\$21,159	Tank actively leaking in Nov 2021, emergency fix completed (Nov '21).
not-started	Jon H	Pools	Outdoor Pool Heater / Boiler	D601	\$32,704		-100%	07/01/22	08/01/22	31		\$0	#DIV/0!	\$32,704	
not-started	Jon H	Pools	Chemical Control System, indoor pool and spa	D601	\$17,361		-100%	09/15/22	09/28/22	13		\$0	#DIV/0!	\$17,361	
not-started	Jon H	Pools	Outdoor Pool - replaster finish	D601	\$60,020		-100%	09/05/22	10/05/22	30		\$0	#DIV/0!	\$60,020	
Completed	Jon H	Restaurant	Storage Tank domestic hot water - Rendezvous	D601	\$21,159		-100%	01/03/22	01/04/22	1	\$0	\$0	#DIV/0!	\$21,159	Tank starting to leak in Nov 2021, emergency fix completed (Nov '21).
not-started	Brian/Greg	Golf	Lake Fountain Large	D601	\$11,355		-100%	06/13/22	06/16/22	3		\$0	#DIV/0!	\$11,355	
not-started	Brian/Greg	Golf	Tractor w/ forklift and backhoe	D601	\$48,873		-100%	06/01/22	07/01/22	30		\$0	#DIV/0!	\$48,873	
			TOTAL 2022 FUNDED PROJECTS		\$339,123	\$0	-100%				\$0	\$0	#DIV/0!	\$339,123	
			2022 CONTINGENCY PROJECTS												
			<i>Future event or circumstance which is possible, but cannot be predicted with certainty</i>												
not-started	Management	Management	2022 Contribution to Reserves	D601	\$58,170							\$0	#DIV/0!	\$58,170	
not-started				D601								\$0	#DIV/0!	\$0	
not-started				D601								\$0	#DIV/0!	\$0	
			TOTAL 2022 CONTINGENCY PROJECTS		\$58,170	\$0					\$0	\$0		\$58,170	
			TOTAL CAPITAL RESERVE FUNDS		\$397,293	\$0					\$0	\$0		\$397,293	
			2021 PROJECTS TO BE COMPLETED IN 2022												
Completed	Don		2020 Fuel Tank (Maintenance Bldg.)	D601.2	\$45,373	\$45,373	0%	01/03/22	03/15/22	71	\$44,078	\$1,295	-3%	\$ 1,295	Rolled over due to Permitting issue
Completed			HVAC UV Light Install	D601.2	\$22,937	\$10,297	-55%	01/01/22	01/31/22	30	\$10,297	\$0	0%	\$ 12,640	
In Process	Don		Maintenance Building - Parking Lot Asphalt	D601.2	\$59,282		-100%	06/01/22	7/1/22						Contracts Dept. has recommended Sunny Day Concrete to complete the project. We are waiting on B&F and HGMD Board Approval before releasing the contractor to complete the work.
not-started			RV Parking Lot Skim Patch	D601.2	\$8,204	\$8,204		05/01/22	06/01/22	31		\$8,204	-100%	\$8,204	
			TOTAL PRIOR YEAR PROJECTS		\$135,796	\$63,874					\$54,375	\$9,499		\$22,139	
			GRAND TOTAL PER BUDGET		\$533,089	\$63,874					\$54,375	\$9,499		\$419,432	
			PROJECTS TARGETED FOR COMPLETION IN 2022 BUT NOT IN THE PUBLISHED BUDGET												
			TOTAL PRIOR YEAR PROJECTS NOT BUDGETED IN 2022		\$0	\$0					\$0	\$0		\$0	
			GRAND TOTAL		\$533,089	\$63,874					\$54,375	\$9,499		\$419,432	



**HEATHER GARDENS FOUNDATIONS
FOUNDATION DONATION SUMMARY
1/1/2022 - 4/30/2022**

Description	General	Roads & Grounds	Club House	Golf	Trees	Totals
Balance at beginning of January	174,610.21	324.50	375.70	40.00	14,042.59	189,393.00
Donations for Jan 2022	100.00					100.00
Donation for Feb 2022	75.00				75.00	150.00
Refund for Legend 6' Teak Bench w/back rest	594.25					594.25
Donation for Mar 2022						0.00
Expenses March - TV for Lobby Flyer Display	-486.83					-486.83
Donation for Apr 2022	25.00					25.00
Balance at end of the month 4/30/2022	174,917.63	324.50	375.70	40.00	14,117.59	189,775.42

RECONCILIATION TO GL

D103.5 Foundation Checking Account - April 2022	\$ 39,938
D106.1 Foundation Investment Account - April 2022	\$ 149,831
D121 Owed to the Foundation from MD	\$ 6
D121 Owed to MD from the Foundation	\$ -
	<u>\$ 189,775</u>

Heather Gardens Metropolitan District
 Summary of Investments
 04/30/22

Bank	Yield	Maturity	Interest Paid	Principal	Monthly Interest	Fund	Account
Key Bank - Foundation							
Bank of America							
Pinnacle Bank	0.20%	6/27/2022	Maturity	\$ 100,000	\$ 16.67	Foundation	D106.1
Transportation Alliance BK	0.45%	1/26/2023	Maturity	\$ 49,831	\$ 18.85	Foundation	D106.1
Foundation - checking				\$ 39,938		Foundation	D103.5
				<u>\$ 189,769</u>	<u>\$ 35.52</u>		
Key Bank - Conservation Trust Fund/Lottery							
			Monthly	\$ 158,255	\$ 1.29	Conservation	D104
State BK India New York	0.10%	7/29/2022	Maturity	\$ 250,000	\$ 20.83	Enterprise	D106
Synchrony BK Retail CTF	0.10%	9/8/2022	Semi Annual	\$ 250,000	\$ 20.83	Enterprise	D106
Texas Capital Bank	0.25%	8/8/2022	Semi Annual	\$ 250,000	\$ 52.08	Enterprise	D106
				<u>\$ 750,000</u>	<u>\$ 93.75</u>		
Total Investment				<u><u>\$ 1,098,024</u></u>	<u><u>\$ 130.56</u></u>		

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
REVENUE							
D503 Conservation Trust (Lottery)	0	0	0	5,461	4,750	711	19,000
D504 Interest Income	133	135	(2)	517	540	(23)	1,620
D504.2 2010 Bond Restr Interest	8	8	0	11	32	(21)	100
D504.3 Interest Income Lottery	1	1	0	5	4	1	12
D505 Recreation Fee Income	124,831	124,728	103	499,192	498,912	280	1,496,736
Restaurant Income	56,155	51,765	4,390	150,138	179,602	(29,464)	603,015
D507 Golf Fees Daily	31,805	23,851	7,954	45,453	39,665	5,787	284,281
D507.1 Golf Simulator	20	134	(114)	855	1,138	(283)	1,578
D509.2 Golf Disc - 40 Play	624	2,611	(1,987)	1,541	6,151	(4,610)	25,211
D511 Golf Cart Rental Income	5,925	3,996	1,929	8,587	6,599	1,988	70,315
D511.1 Golf Merchandise	2,203	1,487	715	5,320	5,518	(197)	24,266
D511.2 Golf Lesson	825	1,535	(710)	1,500	2,245	(745)	8,900
D511.3 Golf Bag Storage	0	0	0	0	206	(206)	6,705
D511.4 Golf Pull Cart	340	278	62	650	538	112	4,752
D512 CH Building Rentals	2,190	1,300	890	9,971	5,200	4,771	15,600
D513 Events	4,012	2,105	1,907	6,942	9,510	(2,568)	31,670
D513.1 Trips Revenue	7,210	2,750	4,460	11,771	11,000	771	33,000
D514 RV Lot Income	7,452	7,380	72	13,937	14,760	(823)	29,520
D514.1 Garden Plot Income	40	0	40	2,560	2,520	40	2,520
D515 Classes	7,303	7,240	63	25,619	28,960	(3,341)	86,880
D515.1 Donation Revenue	25	0	25	275	0	275	0
D516 Miscellaneous Revenue	35	0	35	1,015	0	1,015	0
D516.1 Coffee Revenue	322	300	22	1,013	1,200	(187)	3,600
D517 Property Tax Revenue	63,621	60,355	3,266	245,443	235,273	10,169	500,785
D518 Specific Ownership Tax Revenue	2,825	2,792	33	10,929	11,168	(239)	33,500
TOTAL REVENUE	317,906	294,751	23,155	1,048,705	1,065,492	(16,788)	3,283,566
D590 Cost of Goods Sold	19,822	17,499	(2,323)	52,355	60,644	8,289	205,724
GROSS PROFIT	298,084	277,252	20,832	996,350	1,004,849	(8,499)	3,077,842
OPERATING EXPENSES							
D519 Zion Bank Payee Fee	0	0	0	1,000	1,400	400	1,400
D520 Debt Service Interest	25,616	25,617	1	102,466	102,468	2	306,470
D522 Services - Insurance	4,245	4,724	480	16,978	18,897	1,918	56,690
D523 Services - Audit	24,225	24,225	0	32,325	32,325	0	34,025
D524 Services - Professional	3,855	3,750	(105)	8,964	15,000	6,036	45,000
D525 County Collection Fee	954	962	7	3,682	3,749	68	7,915
D525.1 Election Expense	709	0	(709)	2,098	0	(2,098)	0
D526 Miscellaneous Expense	0	100	100	1,303	400	(903)	1,200
D526.1 SDA Membership Dues	0	0	0	1,238	1,500	263	1,500
D550 Club House Expenses	62,667	71,643	8,976	246,081	279,035	32,954	808,976
D555 Golf Course Expenses	43,640	49,247	5,607	167,042	211,240	44,198	675,123
D557 Restaurant Expenses	42,391	41,697	(694)	147,005	160,766	13,761	498,106
D560 RV Lot Expenses	137	254	117	396	1,017	621	3,050
D565 Garden Plot Expenses	0	149	149	0	383	383	2,084
D566 Conservation Expenses	1,710	0	(1,710)	14,362	0	(14,362)	0
D601 Capital Outlay	0	0	0	0	0	0	397,293
D601.2 2021 Cap Carry Foward Projects	87	0	(87)	54,375	68,310	13,935	76,514
D620 Foundation Expense	0	0	0	(107)	0	107	0
D700 Bond Principal Payment	0	0	0	0	0	0	280,000
TOTAL OPERATING EXPENSES	210,236	222,367	12,131	799,207	896,489	97,283	3,195,346
NET OPERATING REVENUE/EXPENSE	87,848	54,885	32,963	197,143	108,360	88,784	(117,504)
NON OPERATING EXPENSE							
D605 Gain/Loss Asset Disp	0	0	0	(84)	0	84	0
TOTAL NON OPERATING EXPENSE	0	0	0	(84)	0	84	0
NET REVENUE EXPENSE	87,848	54,885	32,963	197,227	108,360	88,868	(117,504)

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
ENTERPRISE FUND							
REVENUE							
D504 Bnk Intrst Rsv Acct	133	135	(2)	517	540	(23)	1,620
D505 Rec Fee Income	124,831	124,728	103	499,192	498,912	280	1,496,736
Restaurant Income	56,155	51,765	4,390	150,138	179,602	(29,464)	603,015
D507 Golf Fees Daily	31,805	23,851	7,954	45,453	39,665	5,787	284,281
D507.1 Golf Simulator	20	134	(114)	855	1,138	(283)	1,578
D509.2 Golf Disc - 40 Play	624	2,611	(1,987)	1,541	6,151	(4,610)	25,211
D511 Golf Cart Rental Income	5,925	3,996	1,929	8,587	6,599	1,988	70,315
D511.1 Golf Merchandise	2,203	1,487	715	5,320	5,518	(197)	24,266
D511.2 Golf Lesson	825	1,535	(710)	1,500	2,245	(745)	8,900
D511.3 Golf Bag Storage	0	0	0	0	206	(206)	6,705
D511.4 Golf Pull Cart	340	278	62	650	538	112	4,752
D512 CH Building Rentals	2,190	1,300	890	9,971	5,200	4,771	15,600
D513 Events	4,012	2,105	1,907	6,942	9,510	(2,568)	31,670
D513.1 Trips Revenue	7,210	2,750	4,460	11,771	11,000	771	33,000
D514 RV Lot Income	7,452	7,380	72	13,937	14,760	(823)	29,520
D514.1 Garden Plot Income	40	0	40	2,560	2,520	40	2,520
D515 Classes	7,303	7,240	63	25,619	28,960	(3,341)	86,880
D516 Miscellaneous Revenue	35	0	35	1,015	0	1,015	0
D516.1 Coffee Revenue	322	300	22	1,013	1,200	(187)	3,600
TOTAL ENTERPRISE REVENUE	251,425	231,595	19,830	786,581	814,265	(27,684)	2,730,169
D590 Cost of Goods Sold	19,822	17,499	(2,323)	52,355	60,644	8,289	205,724
GROSS PROFIT	231,603	214,096	17,507	734,226	753,621	(19,396)	2,524,445
OPERATING EXPENSES							
D550 Club House Expenses	62,667	71,643	8,976	246,081	279,035	32,954	808,976
D555 Golf Course Expenses	43,640	49,247	5,607	167,042	211,240	44,198	675,123
D557 Restaurant Expenses	42,391	41,697	(694)	147,005	160,766	13,761	498,106
D560 RV Lot Expenses	137	254	117	396	1,017	621	3,050
D522 Services - Insurance	4,245	4,724	480	16,978	18,897	1,918	56,690
D523 Services - Audit	24,225	24,225	0	32,325	32,325	0	34,025
D524 Services - Professional	3,855	3,750	(105)	8,964	15,000	6,036	45,000
D525.1 Election Expense	709	0	(709)	2,098	0	(2,098)	0
D526 Miscellaneous Expense	0	100	100	1,303	400	(903)	1,200
D526.1 SDA Membership Dues	0	0	0	1,238	1,500	263	1,500
D519 Zion Bank Payee Fee	0	0	0	1,000	1,400	400	1,400
D565 Garden Plot Expenses	0	149	149	0	383	383	2,084
D601 Capital Outlay	0	0	0	0	0	0	397,293
D601.2 2021 Cap Carry Foward Projects	87	0	(87)	54,375	68,310	13,935	76,514
TOTAL OPERATING EXPENSES	181,955	195,788	13,833	678,804	790,272	111,468	2,600,962
NET OPERATING REVENUE/EXPEN	49,648	18,308	31,340	55,422	(36,650)	92,072	(76,516)
NON OPERATING EXPENSE							
D605 Gain/Loss Asset Disp	0	0	0	(84)	0	84	0
TOTAL NON OPERATIN EXPENSE	0	0	0	(84)	0	84	0
NET ENTERPRISE FUND REVENUE/EX	0	0	0	84	0	84	0

2888 So Heather Gardens Way
Aurora CO 80014

	CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
RESTRICTED FUNDS							
CONSERVATION TRUST FUND (Lottery)							
REVENUE							
D503 Conservation Trust (Lottery Ac	0	0	0	5,461	4,750	711	19,000
D504.3 Interest Inc Lottery	1	1	0	5	4	1	12
TOTAL LOTTERY REVENUE	1	1	0	5,466	4,754	712	19,012
EXPENSES							
D566 Conservation Expenses	1,710	0	(1,710)	14,362	0	(14,362)	0
TOTAL LOTTERY EXPENSES	1,710	0	(1,710)	14,362	0	(14,362)	0
REVENUE OVER(UNDER) EXPENSES	(1,709)	1	1,710	(8,896)	4,754	13,650	19,012
FOUNDATION FUND							
REVENUE							
D515.1 Donation Revenue	25	0	25	275	0	275	0
TOTAL FOUNDATION REVENUE	25	0	25	275	0	275	0
EXPENSES							
D620 Foundation Expense	0	0	0	(107)	0	107	0
TOTAL FOUNDATION EXPENSES	0	0	0	(107)	0	107	0
REVENUE OVER(UNDER) EXPENSES	25	0	25	382	0	382	0
DEBT SERVICE FUND 2010 BOND ISSUE							
REVENUE							
D517 Property Tax Revenue	63,621	60,355	3,266	245,443	235,273	10,169	500,785
D518 Specific Ownership Tax	2,825	2,792	33	10,929	11,168	(239)	33,500
Bond Restricted Interest	8	8	0	11	32	(21)	100
TOTAL DEBT SERVICE REVENUE	66,455	63,155	3,299	256,383	246,473	9,909	534,385
EXPENSES							
D520 Debt Serv Interest	25,616	25,617	1	102,466	102,468	2	306,470
D525 Cnty Collection Fee	954	962	7	3,682	3,749	68	7,915
D700 Bond Principal Pymnt	0	0	0	0	0	0	280,000
TOTAL DEBT SERVICE EXPENSES	26,570	26,579	8	106,148	106,217	70	594,385
REVENUE OVER (UNDER) EXPENSES	39,884	36,576	3,308	150,235	140,256	9,979	(60,000)

2888 So Heather Gardens Way
Aurora CO 80014

Cash - Operating	389,525
Capital Projects - Savings	627,530
Conservation (Lottery) Bank Acct	158,255
Investments	750,000
Investments - Foundation	149,831
Zion Debt Service	436,139
Foundation Account	39,938
Accounts Receivable Net of Allowance	14,894
Inventory	39,138
Prepaid Expenses	33,957
Prop Tax Receivable	<u>500,779</u>
TOTAL CURRENT ASSETS	<u>3,139,986</u>
BUILDING, LAND & EQUIPMENT (Net of Depr)	
CIP Asset	32,195
Restaurant Equipment	144,891
Equipment	281,468
Property	8,406,712
Land At Cost	1,725,000
Intangible Assets	<u>133,190</u>
TOTAL BUILDING, LAND & EQUIPMENT	<u>10,723,456</u>
TOTAL ASSETS & OTHER DEBITS	<u>13,863,442</u>
CURRENT LIABILITIES	
Accounts & Interest Payable	132,240
Due To/From HGA	79,389
Bonds Payable - Short Term	280,000
Unearned Revenue	50,449
Prepaid Rec Fees	31,951
Gift Cards	11,723
Sales Tax Payable	7,836
Server Tips Payable	5,364
Deferred Property Tax	500,779
Deferred Insurance Claims	22,964
Deferred Revenue - PARQ	<u>7,204</u>
TOTAL CURRENT LIABILITIES	<u>1,129,901</u>
LONG TERM DEBT	
Bond Issue	7,405,000
Deferred Loss Series 2017 Refunding Bond	(614,585)
Original Issue Premium 2017 Bonds	634,207
RV Lot Gate Opener Deposit	<u>1,575</u>
TOTAL CURRENT & LONG TERM LIABILITIES	<u>8,556,098</u>
FUND EQUITY	
Investment In Property	3,007,866
Debt Service Fund	183,438
Conservation Trust Fund (Lottery)	152,789
Heather Gardens Foundation	189,393
Unrestricted Net Assets	1,560,801
Tabor Reserve	15,831
Net Income/(Loss)	<u>197,227</u>
Total Equity	5,307,344

2888 So Heather Gardens Way
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TOTAL LIABILITIES AND EQUITY

13,863,442

**Heather Gardens Metropolitan District
Club House P&L
4/30/2022**

5/9/2022
8:05 AM

	CURRENT ACTUAL	CURRENT BUDGET	CURRENT VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET	
REVENUE								
D512	CH Building Rentals	2,190	1,300	890	9,971	5,200	4,771	15,600
D515	Classes	7,303	7,240	63	25,619	28,960	(3,341)	86,880
D513	Events	4,012	2,105	1,907	6,942	9,510	(2,568)	31,670
D516.1	Coffee Revenue	322	300	22	1,013	1,200	(187)	3,600
D513.1	Trips Revenue	7,210	2,750	4,460	11,771	11,000	771	33,000
	TOTAL REVENUE	21,037	13,695	7,342	55,316	55,870	(554)	170,750
WAGES/BENEFITS								
C500	Salaries - FTP	8,719	8,805	86	32,872	35,218	2,346	108,305
C510	Salaries - Part Time	6,744	6,072	(673)	24,246	24,287	41	75,376
C520	Salaries - Overtime	101	0	(101)	186	0	(186)	0
C530	Salaries - Teachers	7,896	6,972	(925)	29,485	29,978	494	89,935
C540	Taxes - Payroll	1,893	2,325	431	8,499	9,785	1,286	26,803
C550	Retirement Expense	0	430	430	0	1,721	1,721	5,234
C553	Insurance - Personnel	963	1,195	232	3,852	4,779	927	14,338
C574	Recruit/Train/Services	0	110	110	109	440	331	1,320
C575	Employee Incentive	456	150	(306)	456	300	(156)	600
C588	Workers Comp Insurance	206	230	24	760	920	160	2,829
	TOTAL WAGES/BENEFITS	26,978	26,289	(692)	100,465	107,428	6,964	324,740
OPERATING EXPENSES								
C675.2	Salaries-Charge Out	0	0	0	0	0	0	0
C673	Maintenance Hours	5,755	2,146	(3,609)	21,358	6,898	(14,460)	27,043
C676	Golf Hours	0	0	0	0	0	0	0
C677	R & G Hours	158	0	(158)	4,445	0	(4,445)	0
C678	Custodial Hours	7,735	9,548	1,813	30,636	38,193	7,557	114,579
	CHARGE-OUT SUBTOTALS	13,648	11,694	(1,954)	56,439	45,091	-11,348	141,622
C621.1	Mileage Reimbursement	0	8	8	0	32	32	96
C627	Pool Care & Supplies	1,723	1,249	(474)	6,183	7,656	1,473	19,738
C639	Software & IT	710	340	(370)	1,547	1,360	(187)	4,080
C640	Electric	7,469	7,014	(455)	31,549	31,091	(457)	93,261
C643	Gas	1,497	1,430	(67)	6,870	8,124	1,254	20,077
C662	Office Supplies & Postage	1,099	600	(499)	2,752	2,400	(352)	7,200
C662.1	CC & ActiveNet	658	1,050	392	3,069	4,200	1,131	12,600
C671	Outside Contractors	531	1,731	1,200	3,024	6,609	3,585	19,662
C683	Repairs - Equipment	17	1,423	1,407	184	3,752	3,568	9,246
C684	Supplies	444	925	481	8,054	8,100	46	18,750
C684.1	Custodial Supplies	1,870	2,000	130	7,578	8,000	422	24,000
C684.2	Coffee Supplies	565	230	(335)	848	920	72	2,760
C686.1	Special Event Supplies	749	1,230	481	2,982	4,910	1,928	14,420
C686.2	Special Event Contractors	850	875	25	1,500	4,600	3,100	17,250
C687	Trips Expense	1,820	2,750	930	5,733	11,000	5,268	33,000
C688	Non Capital Equipment	0	9,000	9,000	1,439	17,570	16,131	22,740
C689	Phone & Internet	434	370	(64)	1,352	1,480	129	4,440
C698	Water & Sewer	1,602	1,436	(167)	4,513	4,710	197	19,294
	TOTAL OPERATING EXPENSES	35,686	45,355	9,669	145,616	171,605	25,992	484,236
	NET REVENUE & EXPENSE	(41,627)	(57,949)	16,319	(190,765)	(223,163)	32,402	(638,226)

**Heather Gardens Metropolitan District
Golf P&L
4/30/2022**

5/9/2022

8:05 AM

		CURR MONTH	CURR MONTH	CURR MONTH	YTD	YTD	YTD	ANNUAL
		ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	BUDGET
REVENUE								
D507	Golf Fees Daily	31,805	23,851	7,954	45,453	39,665	5,787	284,281
D507.1	Golf Simulator	20	134	(114)	855	1,138	(283)	1,578
D509.2	Golf Disc - 40 Play	624	2,611	(1,987)	1,541	6,151	(4,610)	25,211
D511	Golf Cart Rental Income	5,925	3,996	1,929	8,587	6,599	1,988	70,315
D511.1	Golf Merchandise	2,203	1,487	715	5,320	5,518	(197)	24,266
D511.2	Golf Lesson	825	1,535	(710)	1,500	2,245	(745)	8,900
D511.3	Golf Bag Storage	0	0	0	0	206	(206)	6,705
D511.4	Golf Pull Cart	340	278	62	650	538	112	4,752
TOTAL REVENUE		41,742	33,892	7,849	63,906	62,060	1,846	426,008
WAGES/BENEFITS								
G500	Salaries - FTP	28,293	24,472	(3,821)	101,985	98,799	(3,186)	302,068
G510	Salaries - Part Time	2,863	5,649	2,786	11,858	18,996	7,138	91,736
G520	Salaries - Overtime	25	228	203	935	1,328	393	4,479
G540	Taxes - Payroll	2,670	2,498	(172)	10,453	11,379	925	33,787
G550	Retirement Expense	910	1,030	121	3,904	3,957	53	13,200
G553	Insurance - Personnel	2,057	2,499	442	8,630	9,996	1,366	31,487
G574	Recruit / Train / Service	137	150	14	3,366	5,004	1,638	5,997
G575	Employee Incentive	0	500	500	0	1,000	1,000	2,000
G588	Workers Comp Insurance	349	290	(59)	1,319	1,160	(159)	3,567
TOTAL WAGES/BENEFITS		37,304	37,316	14	142,450	151,619	9,168	488,321
OPERATING EXPENSES								
G675.2	Salaries-Charged Out	0	(250)	(250)	(2,084)	(1,000)	1,084	(1,500)
G450	COGS - Merchandise	1,260	773	(486)	3,074	2,869	(205)	12,618
G621	Fuel Expense	657	530	(127)	1,636	1,400	(236)	6,375
G621.1	Mileage Reimbursement	0	21	21	35	62	27	165
G624	Contingency-Water	39	0	(39)	156	0	(156)	10,300
G635	Tree & Shrub Replacement	0	0	0	0	0	0	714
G639	Software & IT	148	258	110	665	1,030	365	3,090
G640	Electric	739	831	92	2,476	2,462	(14)	9,312
G640.1	Electric - Pump	450	1,384	934	1,384	4,913	3,529	46,243
G643	Gas	136	105	(32)	607	666	59	1,198
G645	Uniforms	0	61	61	0	1,545	1,545	2,035
G662	Office Supplies & Postage	36	0	(36)	104	0	(104)	52
G662.1	Credit Card Expense	784	1,316	532	2,646	5,265	2,619	15,794
G665	Rent - Equipment	0	0	0	0	0	0	1,442
G670	Asphalt Repairs	0	0	0	0	0	0	4,896
G671	Outside Contractors	301	3,000	2,699	655	11,670	11,015	19,511
G676.1	Golf Shop Supplies	0	160	160	729	640	(89)	1,920
G680	Radio Communications	0	0	0	0	206	206	206
G683	Repairs - Equipment	1,457	1,200	(257)	4,372	7,800	3,429	14,400
G684	Supplies	880	2,600	1,720	9,197	20,100	10,903	42,050
G689	Telephone	249	300	51	994	1,200	206	3,600
G697	Marketing	460	416	(44)	1,020	1,664	644	5,000
TOTAL OPERATING EXPENSES		7,596	12,705	5,109	27,666	62,492	34,827	199,421
NET REVENUE & EXPENSE		(3,158)	(16,129)	12,972	(106,210)	(152,051)	45,841	(261,734)

APRIL 2022

HGMD Golf Usage Report

Revenue	Current Year					Prior Year				
	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
Daily Rates										
85+	\$ 9.00	44	\$ 396	57	\$ 513	\$ 9.00	33	\$ 297	58	\$ 522
Resident	\$ 9.95	0	\$ -	61	\$ 607	\$ 8.00	194	\$ 1,552	356	\$ 2,848
Resident Everyday	\$ 10.00	456	\$ 4,560	714	\$ 7,140	\$ 10.00	340	\$ 3,400	674	\$ 6,740
Guest of Resident- weekday	\$ 13.00	50	\$ 650	127	\$ 1,651	\$ 13.20	52	\$ 686	161	\$ 2,125
Guest of Resident- weekend	\$ 17.10	39	\$ 667	66	\$ 1,120	\$ 17.00	54	\$ 918	119	\$ 2,023
Non-Resident Sr. - No Timeframe	\$ 16.00	(4)	\$ (64)	(8)	\$ (132)					
Non-Resident Sr. - Weekday	\$ 15.00	298	\$ 4,470	430	\$ 6,434	\$ 14.00	183	\$ 2,562	321	\$ 4,494
Non-Resident Sr. - Weekend	\$ 19.00	175	\$ 3,325	241	\$ 4,519	\$ 18.00	177	\$ 3,186	304	\$ 5,472
Non-Resident - Weekday	\$ 18.00	151	\$ 2,718	219	\$ 3,944	\$ 17.00	102	\$ 1,734	144	\$ 2,448
Non-Resident - Weekend	\$ 23.10	205	\$ 4,735	250	\$ 5,770	\$ 22.09	149	\$ 3,291	192	\$ 4,241
Junior- weekday	\$ 9.00	108	\$ 972	143	\$ 1,287	\$ 9.00	3	\$ 27	5	\$ 45
Junior- weekend	\$ 12.00	5	\$ 60	12	\$ 144	\$ 12.00	10	\$ 120	16	\$ 192
Twilight	\$ 14.00	2	\$ 28	2	\$ 28	\$ 10.00	0	\$ -	0	\$ -
2 for 20 Special	\$ -		\$ -			\$ -	0	\$ -	9	\$ 99
2 for 24 Special	\$ 12.03	310	\$ 3,729	531	\$ 6,381	\$ 11.00	95	\$ 1,045	235	\$ 2,585
2 for 1	\$ 18.00		\$ -			\$ 18.00	0	\$ -	0	\$ -
2 for 1 (free player)	\$ -		\$ -			\$ -	0	\$ -	0	\$ -
League - Weekend	\$ 18.00	20	\$ 360	28	\$ 504	\$ 18.00	29	\$ 522	69	\$ 1,242
League - Weekday	\$ 15.00	256	\$ 3,840	256	\$ 3,840	\$ 14.00	299	\$ 4,186	299	\$ 4,186
40 Play Punches	\$ 9.00	157	\$ 1,413	292	\$ 2,615	\$ 8.07	306	\$ 2,469	729	\$ 5,883
Complimentary Round-Employee	\$ -		\$ -			\$ -	0	\$ -	0	\$ -
Complimentary Round	\$ -		\$ -			\$ -	0	\$ -	0	\$ -
Adjustment to Income	\$ -		\$ 19		\$ 53	\$ -	0	\$ (99)	0	\$ (638)
Golf Daily Fee		2,272	\$ 31,878	3,421	\$ 46,418	\$ -	2,026	\$ 25,897	3,691	\$ 44,508

Other Golf Revenue	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue	Rate	MTD Tally	MTD Revenue	YTD Tally	YTD Revenue
40 Play Card	\$ 8.10	68	\$ 551	71	\$ 575					
Rider Carts	\$ 8.67	683	\$ 5,925	994	\$ 8,587	\$9.00/\$8.00	452	\$ 3,880	749	\$ 6,407
Pull Cart	\$ 6.00	52	\$ 312	92	\$ 552	\$ 6.00	45	\$ 270	87	\$ 522
Golf Simulator	\$ 20.00	1	\$ 20	43	\$ 855		7	\$ 130	55	\$ 1,105
Golf Merchandise D511.1			\$ 2,203		\$ 5,321			\$ 1,444		\$ 5,357
Golf Lessons		8	\$ 825	13	\$ 1,500		13	\$ 1,490	20	\$ 2,180
Golf Bag Storage	\$ 120.00							\$ -	4	\$ 400
Golf Club Rentals	\$ 14.00	2	\$ 28	7	\$ 98					

Total Revenue		\$ 41,742		\$ 63,906		\$ 33,110		\$ 60,478
Golf Course Expenses		\$ 44,900		\$ 170,116		\$ 49,440		\$ 194,825
Profit/(Loss)		\$ (3,158)		\$ (106,210)		\$ (16,330)		\$ (134,347)

# of Days Golf Course Closed	2	67	7	57
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**Heather Gardens Metropolitan District
Restaurant P&L
4/30/2022**

5/9/2022
8:06 AM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET		
SUMMARY										
	Sales	56,155	51,764	4,389	150,139	179,603	(29,465)	603,015		
	Cost of Goods Sold	18,562	16,726	(1,838)	49,281	57,774	8,493	193,106		
	Gross Profit	37,593	35,038	2,555	100,858	121,829	(20,971)	409,909		
	Wages & Benefits	33,078	31,725	(1,356)	111,169	119,688	8,518	375,186		
	Operating Expense	9,309	9,972	662	35,836	41,080	5,244	122,919		
	Net Income/(Loss)	(4,794)	(6,659)	1,865	(46,147)	(38,939)	(7,208)	(88,196)		
SALES										
D506	Restaurant Food	47,021	44,902	2,118	123,574	154,513	(30,939)	511,205		
D506.1	Restaurant Beer	3,298	1,977	1,321	9,744	6,634	3,110	25,580		
D506.2	Restaurant Wine	2,901	2,655	246	8,980	9,630	(650)	33,752		
D506.3	Restaurant Liquor	2,935	2,230	704	7,841	8,826	(986)	32,478		
	TOTAL SALES	56,155	51,764	4,389	150,139	179,603	(29,465)	603,015		
COST OF GOODS SOLD										
H450	COGS - Food	16,769	15,267	(1,503)	43,993	52,534	8,541	173,810	<u>COGS Percentages</u>	
H455	COGS - Beer	838	593	(245)	2,476	1,990	(486)	7,674	<u>Current</u>	<u>YTD</u>
H455.1	COGS - Wine	603	531	(72)	1,869	1,926	57	6,750	35.7%	35.6%
H455.2	COGS - Liquor	352	335	(18)	943	1,324	381	4,872	25.4%	25.4%
	TOTAL COST OF GOODS	18,562	16,726	(1,838)	49,281	57,774	8,493	193,106	20.8%	20.8%
	GROSS PROFIT	37,593	35,038	2,555	100,858	121,829	(20,971)	409,909	12.0%	12.0%
		67%	68%		67%	68%			33.1%	32.8%
WAGES/BENEFITS										
H500	Salaries - Full Time	20,897	13,503	(7,395)	72,600	54,012	(18,588)	165,849		
H510	Salaries - Part Time	4,763	11,906	7,143	14,453	41,309	26,856	138,694		
H520	Salaries - Overtime	664	0	(664)	908	0	(908)	0		
H540	Taxes - Payroll	3,262	2,888	(375)	11,144	11,455	310	31,329		
H550	Retirement Expense	292	675	383	1,168	2,701	1,533	8,214		
H553	Insurance Emp Health	2,186	1,808	(379)	8,708	7,231	(1,477)	22,776		
H574	Recruiting/Training	45	265	220	365	1,060	695	3,280		
H575	Employee Incentive	658	400	(258)	658	800	142	1,600		
H588	Workers Com Insurance	311	280	(31)	1,165	1,120	(45)	3,444		
	TOTAL WAGES/BENEFITS	33,078	31,725	(1,356)	111,169	119,688	8,518	375,186		
OPERATING EXPENSES										
H673	Maintenance Hours	453	230	(223)	1,289	760	(529)	2,551		
H674	Custodial Hours	147	525	378	588	2,100	1,512	6,300		
	CHARGE-OUTS SUBTOTAL	600	755	155	1,877	2,860	983	8,851		

**Heather Gardens Metropolitan District
Restaurant P&L
4/30/2022**

5/9/2022
8:06 AM

		CURR MONTH ACTUAL	CURR MONTH BUDGET	CURR MONTH VARIANCE	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	ANNUAL BUDGET
H639	Software & IT	97	500	403	389	2,000	1,611	6,000
H640	Electric	1,867	1,753	(114)	7,887	7,773	(114)	23,315
H643	Gas	374	358	(17)	1,717	2,031	314	5,019
H644	Water	140	133	(7)	397	424	27	1,858
H645	Phone & TV	330	300	(30)	1,303	1,200	(103)	3,600
H646	Trash Removal	400	400	0	1,564	1,600	36	4,800
H651	Uniforms	0	0	0	82	300	218	900
H652	Discounts & Comps	474	500	26	1,606	2,000	394	6,000
H662	Office Supplies	624	100	(524)	738	200	(538)	500
H671	Outside Contractors	580	500	(80)	2,285	2,000	(285)	6,000
H681	Credit Card Fees	1,756	1,100	(656)	5,776	4,400	(1,376)	13,200
H683	Repairs - Equipment	0	300	300	461	1,200	739	3,600
H684	China/Glass/Flatware	0	200	200	53	800	747	2,400
H684.1	Kitchen Supplies	1,056	1,500	444	2,957	6,000	3,043	18,000
H685	Cleaning Supplies	551	300	(251)	2,006	1,200	(806)	3,600
H688	Non Capital Equipment	0	500	500	4,128	2,000	(2,128)	6,000
H689	Marketing	460	500	40	610	2,000	1,390	6,000
H690	Licenses	0	273	273	0	1,092	1,092	3,276
	TOTAL OPERATING EXPENSES	9,309	9,972	662	35,836	41,080	5,244	122,919
	NET REVENUE & EXPENSE	(4,794)	(6,659)	1,861	(46,147)	(38,939)	(7,209)	(88,196)

Monthly Data from
SPOTON POS

April						
Sales per hour						
	Hour	Net Sales per hour		# Checks	# Guests	GCA
	9:00 AM	\$65.00		1525	3354	\$16.57
	10:00 AM	\$3,316.95				
	11:00 AM	\$8,028.04				
	12:00 PM	\$11,349.50				
	1:00 PM	\$5,860.65				
	2:00 PM	\$4,350.85				
	3:00 PM	\$4,235.10				
	4:00 PM	\$6,964.40				
	5:00 PM	\$10,228.80				
	6:00 PM	\$1,135.95				
	7:00 PM	\$52.10				
		\$55,587.34				
Top selling items						
	Sunday Brunch	635				
	Fish"n Chips	205				
	Lunch Special \$10.50	271				
	Dinner Special	148				
	Reuben Sandwich	113				
	Coconut Shrimp	128				
	H. Gardens Cheeseburger	121				
	Baja Style Fish Tacos	94				
	Chef Cobb Salad	82				
	Chicken Croissant Sand.	86				
	Turkey Club	66				
	BBQ Pulled Pork Sand.	64				
	Fried Chicken Basket	71				
	Cup of Soup	145				
	Thai Chicken Salad	44				
	BBQ Bacon Cheeseburger	54				
	Shrimp Louis	45				
	House Salad	83				
	Bowl of Soup	103				
	Meatloaf Dinner	35				
	Beet Salad	46				
	Impossible Veg. Burger	34				
	Black and Bleu Burger	37				
	Open Food	60				

Monthly Data from
SPOTON POS

April						
Sales per hour						
	Hour	Net Sales per hour		# Checks	# Guests	GCA
	Steak of the Day	28				
	Brat & Chips with Kraut	47				
	Fried Chicken Sand.	34				
	Chicken Caesar Salad	24				
	Pie of the week	50				
	Cheese Ravioli Dinner	18				
	French Fries	273				
	Half Chicken Dinner	18				
	Hot Dog & Chips	33				
	Mozzarella Sticks	37				
	Sweet Potato Fries	140				
	Cauliflower Bites	23				
	Gouda bites	22				
	Warm Lattice Cherry Pie	24				
	Fries	34				
	Ice Cream Sundae	16				
	BLT	7				
	Plain Burger	7				
	Scoop Of Ice Cream	39				
	Boston Cream Pie	8				
	Caesar Salad	8				
	Grilled Cheese	2				
	Bratwurst & Chips	2				
	Coleslaw	8				
	Turkey Club Sandwich	1				
	Homemade Chips	491				
	Tortilla Chips	2				
	Side Salad	1				
	Dinner Roll	4				
	Green Beans	1				
	Mashed Potatoes	1				
	Add Guacamole	1				
	Cottage Cheese	1				

Monthly Data from

Jan thru April		SPOTON POS				
Sales per hour						
	Hour	Net Sales per hour	# Checks	# Guests	GCA	
	6:00 AM	\$329.25	4407	9354	\$15.87	
	9:00 AM	\$93.00				
	10:00 AM	\$5,916.95				
	11:00 AM	\$20,011.84				
	12:00 PM	\$26,988.55				
	1:00 PM	\$16,501.31				
	2:00 PM	\$11,925.30				
	3:00 PM	\$12,954.80				
	4:00 PM	\$21,389.85				
	5:00 PM	\$26,825.30				
	6:00 PM	\$5,441.90				
Top selling iter	7:00 PM	\$80.60				
	Grand Totals	\$148,458.65				
	Sunday Brunch	1,236.00				
	Lunch Special \$10.50	818				
	Fish"n Chips	546				
	Dinner Special	516				
	H. Gardens Cheeseburger	391				
	Reuben Sandwich	314				
	Baja Style Fish Tacos	281				
	Chef Cobb Salad	254				
	Coconut Shrimp	319				
	Chicken Croissant Sand.	269				
	Cheese Ravioli Dinner	162				
	Turkey Club	204				
	Fried Chicken Basket	231				
	Bowl of Soup	417				
	Thai Chicken Salad	136				
	BBQ Bacon Cheeseburger	163				
	Open Food	244				
	BBQ Pulled Pork Sand.	160				
	Meatloaf Dinner	123				
	Steak of the Day	114				
	Black and Bleu Burger	140				
	Shrimp Louis	133				
	Cup of Soup	356				
	House Salad	228				
	Impossible Veg. Burger	92				
	Chicken Caesar Salad	77				
	Beet Salad	99 ¹⁸				
	Brat & Chips with Kraut	111				

Monthly Data from

Jan thru April		SPOTON POS			
Sales per hour					
	Hour	Net Sales per hour	# Checks	# Guests	GCA
	Fried Chicken Sand.	87			
	Pie of the week	146.5			
	Half Chicken Dinner	56			
	French Fries	824			
	Sweet Potato Fries	382			
	Cauliflower Bites	69			
	Gouda bites	66			
	Hot Dog & Chips	72			
	Mozzarella Sticks	76			
	Warm Lattice Cherry Pie	83			
	Fries	89			
	BLT	23			
	Ice Cream Sundae	41			
	Grilled Cheese	13			
	Scoop Of Ice Cream	82			
	Brunch	9			
	Plain Burger	9			
	Caesar Salad	31			
	Turkey Club Sandwich	7			
	Cheesecake of the week	11			
	Side Salad	9			
	Homemade Chips	1,332.50			
	Boston Cream Pie	8			
	Coleslaw	18			
	Tortilla Chips	7			
	Bratwurst & Chips	5			
	Chicken Quesadilla	2			
	Mashed Potatoes	3			
	Dinner Roll	8			
	Green Beans	2			
	Onion Rings	2			
	Cottage Cheese	2			
	Fruit	1			
	Add Guacamole	1			

AUDIT SUB-COMMITTEE

April 25, 2022

To: Terry Hostetler, HGA Treasurer
Bill Archambault, HGMD Treasurer

From: Craig Baldwin, Chair, Audit Sub-Committee

Committee Members: Karen Simon, Barbara Schneller, Rita Lusk, Karen Gold and Karen McClaury; absent, Karyn Kasprzak.

The Audit Sub-Committee met on April 25, 2022 at 9 AM to review March, 2022 invoices. The review was based on the nine steps outlined in the Joint Procedure Memorandum JPM B-3.

Total Checks written and validated: 98. Total checks disbursements: \$419,346.
Total ACH transfers validated: 31. Total ACH Disbursements: \$75,543.

Each page of the check register for March, 2022 was initialed by chair Baldwin. These copies will be retained by the CFO for the auditors.

Findings: All vendor payments were verified and properly authorized. All checks were accounted for.

Questions: None

Craig Baldwin, Chair

Budget and Finance Committee
Date: May 16, 2022

Motion: Recommend the 2023 Budget Development Schedule

Project Cost: N/A

I move that the Budget and Finance Committee recommends that the Heather Gardens Association Board of Directors and Heather Gardens Metropolitan District Board of Directors approve the attached 2023 Budget Development Schedule.

Motion made by:	
Seconded by:	

Outcome of Vote:	
For:	
Against:	
Absent/Abstaining:	
Notes:	

Rationale/Notes:

HGA AND HGMD BUDGET DEVELOPMENT SCHEDULE FOR 2023 BUDGET YEAR

DATES

Monday, May 16, 2022	B&F Committee Recommends 2023 Budget Development Schedule
Tuesday, May 17, 2022	2023 Budget Development Schedule approved by HGA Board
Thursday, May 19, 2022	2023 Budget Development Schedule approved by HGMD Board
Friday, June 17, 2022	Copy provided to Heather 'n Yon and ARs for posting. Sent via PILERA, etc.
Wednesday, August 17, 2022	Budget Schedule article provided to Heather 'n Yon for September issue
Friday, September 9, 2022	Manager's Budget Draft and summary delivered to B&F Committee Members and the Board of Directors of both HGA and HGMD. The budget draft and summary are made available on the website.
Monday, September 26, 2022 through Thursday, September 29, 2022	B&F Committee conducts budget workshops beginning at 9 AM . Budget workshops continues starting at 9 AM extra days if needed. Directors of HGA and HGMD are strongly urged to attend. B&F Committee recommends 2023 budgets to both Boards.
Thursday, October 13, 2022	10 AM . At a Special HGMD Board Meeting, the District Board accepts the 2023 proposed budget and conducts a Public Hearing on the proposed 2023 budget. After hearing comments, the Board may modify the budget and adopts its 2023 budget.
Thursday, October 13, 2022	1 PM . At a Special HGA Board meeting, the Association Board hears comments and may make changes to the HGA 2023 Budget, approves the 2023 budget, and sets membership veto vote (between 15 and 50 days after notice).
Wednesday, October 19, 2022	Association and District Budget summaries are available on the website and email to the membership. Ballots are mailed to the membership for mail-in voting. Full copies of the Association and District budgets available in the Administrative Office.
Tuesday, November 1, 2022	6:30 PM . Evening Membership meeting to present and discuss the budget
Wednesday, November 2, 2022	1 PM . Afternoon time Membership meeting to present and discuss the budget
Thursday, November 3, 2022	10 AM . Daytime Membership meeting to present and discuss the budget
Friday, November 18, 2022	Veto Ballots are due by close of business (Friday before Thanksgiving) A special committee of volunteers will be assembled to count the ballots. Majority of membership required to veto the Board approved budget.
Wednesday, November 23, 2022	Communicate Veto vote results to the community (Day before Thanksgiving)
Thursday, December 15, 2022	District MUST have 2023 property tax mill levy to Arapahoe County by this date.

May 16, 2022

AUTHORIZATION LIST

MAY 2022

The following employees are authorized to approve Purchase Orders (P/O), Invoices and Petty Cash (P/C) disbursement for amounts up to the limit indicated.

<u>Title</u>	<u>NAME</u>	<u>SIGNATURE</u>	<u>INITIALS</u>	<u>P/O-INV APPRL</u>	<u>A/P LIMIT</u>	<u>P/C LIMIT</u>
CLUBHOUSE						
MANAGER	MONTRELL ANTHONY			YES	\$1,500	\$150
ASST MANAGER	JULIE RACICH			YES	\$500	\$100
CONTRACTS						
MANAGER	DON O'GORMAN			YES	\$2,500	\$ 0
ASST MANAGER				YES	\$1,000	\$ 0
CUSTODIAL						
SUPERVISOR				YES	\$1,500	\$ 0
GOLF						
SUPERVISOR	BRIAN BENKO			YES	\$1,500	\$ 0
MAINTENANCE						
SYS ENGINEER	JON HOWELL			YES	\$5,000	\$ 0
SUPERVISOR	MANUEL DURAES			YES	\$5,000	\$ 0
MAINT COORDINA	LEO MUNOZ			YES	\$2,500	\$ 0
CREW CHIEF	JAMES MURZYN			YES	\$1,000	\$ 0
PURCHASING AGENT	RUEL WILES			YES	\$2,000	\$150
PURCHASING AGENT	VANESSA SPINDLE			YES	\$1,000	\$ 0
PAINT						
SUPERVISOR	MANUEL DURAES			YES	\$1,500	\$ 0
ASST SUPERVISR				YES	\$500	\$ 0
ROADS & GRNDS						
SUPERVISOR	MATT MARTELLA			YES	\$2,500	\$ 0
ASST SUPERVISR	HAROLD BORQUEZ			YES	\$750	\$ 0
MECHANIC	WILLIAM JOHNSON			YES	\$500	\$ 0
SECURITY						
CHIEF	MIKE MARTINEZ			YES	\$1,500	\$ 0
OFFICE						
CEO	JON REA			YES	\$20,000	\$500
COO				YES	\$7,500	\$ 0
CFO	JERRY COUNTS			YES	\$7,500	\$250
CHRO	HOLLY SHEARER			YES	\$2,500	\$0
RESTAURANT						
MANAGER	CORMAC RONAN			YES	\$2,500	\$150
PRO SHOP						
MANAGER	GREG KOHR			YES	\$1,500	\$ 0

Budget and Finance Committee
Date: May 16, 2022

Motion: Recommend the 2022 Country Place 4 Asphalt Project

Project Cost: \$23,459

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommends that the Heather Gardens Association Board of Directors approve the contract with Denver Commercial Property Services to complete the Country Place 4 Asphalt Project. The contract amount is \$18,767 with a 25% change order of \$4,692 for a total cost of \$23,459. This is under the budgeted amount of \$44,975.

Motion made by:	
Seconded by:	

Outcome of Vote:	
For:	
Against:	
Absent/Abstaining:	
Notes:	

Rationale/Notes: See the attached request for Capital Expenditure and accompanying bids.

HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: 2022 Country Place 4 Asphalt Project

DEPT: Contracts

DATE: April 20, 2022

BUDGET	Budget Amount:	\$ 44,975	Contract Amount:	\$18,767
Year: 2022	Expended YTD:	\$ 0.00	Change Order Res.:	\$ 4,692
Tab:	Unexpended Balance:	\$ 0.00	Total Project Cost:	\$23,459
Page:			Add. Funds Requested:	

DESCRIPTION: The Country Place 4 Asphalt Project includes removing and replacing 1,030SF of asphalt in the southwest col-de-sec. The contractor will mill 2" of asphalt, haul away debris and replace with newly compacted asphalt. The contractor will crack seal 8,000LF of asphalt cracks throughout CP 4. This project also includes 1030SF of asphalt patching in various locations throughout the area. Lastly the contractor will sealcoat all asphalt in CP4 (approx. 54,233SF) to give the drive lanes a newly finished look.

JUSTIFICATION: (Attach backup material as required.)

The Country Place 4 Asphalt project was originally scheduled for 2021. Due to the re-construction of the two country place units the asphalt project was pushed to be completed in 2022. Asphalt work typically follows building construction work to limit damage from construction vehicles to new asphalt sealcoat, and crack fill.

BID COMPARISON: (If required, summarize, or attach separate schedule.)

Denver Commercial Property Services: \$18,767

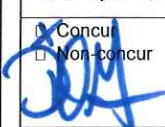
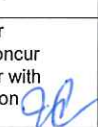
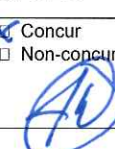
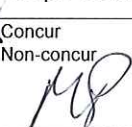
JL Enterprise: \$20,780.

Colorado Asphalt Works, Inc: \$22,483

Asphalt Coatings Company, Inc: \$31,797

RECOMMENDATION:

The HGA Contracts Department recommends the HGA Board of Directors approve a contract with Denver Commercial Property Services (DCPS) to complete the Country Place 4 Asphalt Project. The contract amount for this project is Eighteen Thousand Seven-Hundred Sixty-Seven Dollars and Zero Cents. (\$18,767). A 25% change order reserve has been added to cover the cost of additional unforeseen work needed to complete the project successfully. This project is not to exceed Twenty-Three Thousand Four-Hundred Fifty-Nine Dollars and Zero Cents (\$23,459) without board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
All Items require Block 1, 2 (when needed), and 3 through 8 completed.

DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR ASPHALT & CONCRETE



Prepared For: Dan O'Gorman

Prepared By: Travis Power

Date: April 19, 2022

Project Address: 2888 Heather Gardens
Way, Aurora

COUNTRY PLACE #4
- ASPHALT/CONCRETE



**ASPHALT
& CONCRETE**

Denver Commercial Property Services, Inc.
6245 N Clermont
Commerce City, CO 80022

Dan O'Gorman
Heather Gardens Association
2888 South Heather Gardens Way
Aurora, Colorado 80014

Proposal - Heather Gardens CP4
Project Name: Heather Gardens CP4
Proposal #: 44670
Proposal Date: 4/19/2022

DESCRIPTION	QTY.	COST
ASPHALT MILL, HAUL, CLEAN		
<i>Mill asphalt at 2 inch depth, Haul Away debris, Clean/Prep surface for Tack & Asphalt, approx. 1030 Sq. Ft.</i>	1,030	\$5,135
<u>ASPHALT MILL, HAUL, CLEAN - TOTAL</u>		<u>\$5,135</u>
ASPHALT PATCHING		
<i>Apply asphalt to 2 inch depth using 1/2 inch hot asphalt mix, approx. 1030 Sq. Ft.</i>	1,030	\$2,910
<u>ASPHALT PATCHING - TOTAL</u>		<u>\$2,910</u>
CRACK SEAL		
<i>Crack seal 8000 Linear Ft. of asphalt cracks</i>		\$2,272
<u>CRACK SEAL - TOTAL</u>		<u>\$2,272</u>
SEALCOAT		
<i>Sealcoat 54233 Sq. Ft. of asphalt with SealMaster PMM (or equivalent), applied in 2 coats</i>	54,233	\$8,450
<u>SEALCOAT - TOTAL</u>		<u>\$8,450</u>
	TOTAL	\$18,767

CONDITIONS & EXCLUSIONS

Conditions: 30 Day net terms upon project completion. Price includes one equipment mobilization.

Above quoted pricing is valid for 30 days. Pricing is based on acceptance of ALL quoted line items. Price is valid until: 5/19/22

Signature

Name

Title

Date

Exclusions: Bonding, permits, sales and use taxes, testing, engineering, surveying, compaction analysis, traffic control (unless specifically included in above quote), fencing, concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck), cold weather protection or cold weather additives in concrete mixes, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, concrete dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilization, hoisting, waterproofing, sweeping, site water and water metering, railings, utility adjustments, vehicle towing, work site obstruction clearance, liquidated damages, Davis Bacon wages, oil spot priming.

Damage to: Electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view. Liquidated damages, customer scope of work changes, liability of work performed by others. Delays caused by others parties and acts of nature. Sealcoat warranty does not include treatment for excessive alligator cracking of asphalt.

DCPS is not responsible for any damage due to others moving or crossing through barricades before proper curing time. Work areas are closed for 24 hours after completion.

All work areas, and areas required for equipment access, must be free from all debris and vegetation prior to work commencing. Any clean up or removal required to perform contacted work as scheduled and agreed to by customer will be charged to the customer.

Customer is responsible for removing from all work areas and areas required for equipment access, prior to work commencing, all vehicles, dumpsters, permanent or temporary structures, or any other object that would obstruct or delay contracted work from being performed as scheduled. Customer may be charged for crew wait times. If towing is required, DCPS will charge \$100 per vehicle towed which will be charged to the customer. Customer is responsible for providing on site water source.

Pricing includes one mobilization per service (e.g., mill & pave, paint & stripe, sealcoat & crack seal, concrete demo & pour) to complete the job on consecutive days. If customer has conditions, including work areas not being cleared of vehicles or other obstructions, that require more than one mobilization, additional mobilization fees shall be charged to customer.

Pricing for asphalt work based on Grade S & SX with 20% RAP.

Sealcoat warranty excludes areas of excessive alligator cracking.

DCPS does not guarantee proper drainage when existing ground slope is less than 2% for asphalt and 1% for concrete. Customer must provide an on-site water source.

Unless specified in the proposal, pricing does not include any costs or fees for government (federal, state, local) inspections, permits, rights of way, testing, or other costs required to legally perform the scope of work as per the proposal.

Customer is responsible for marking all underground utilities, hazards, and obstructions and making DCPS aware of their specific locations.

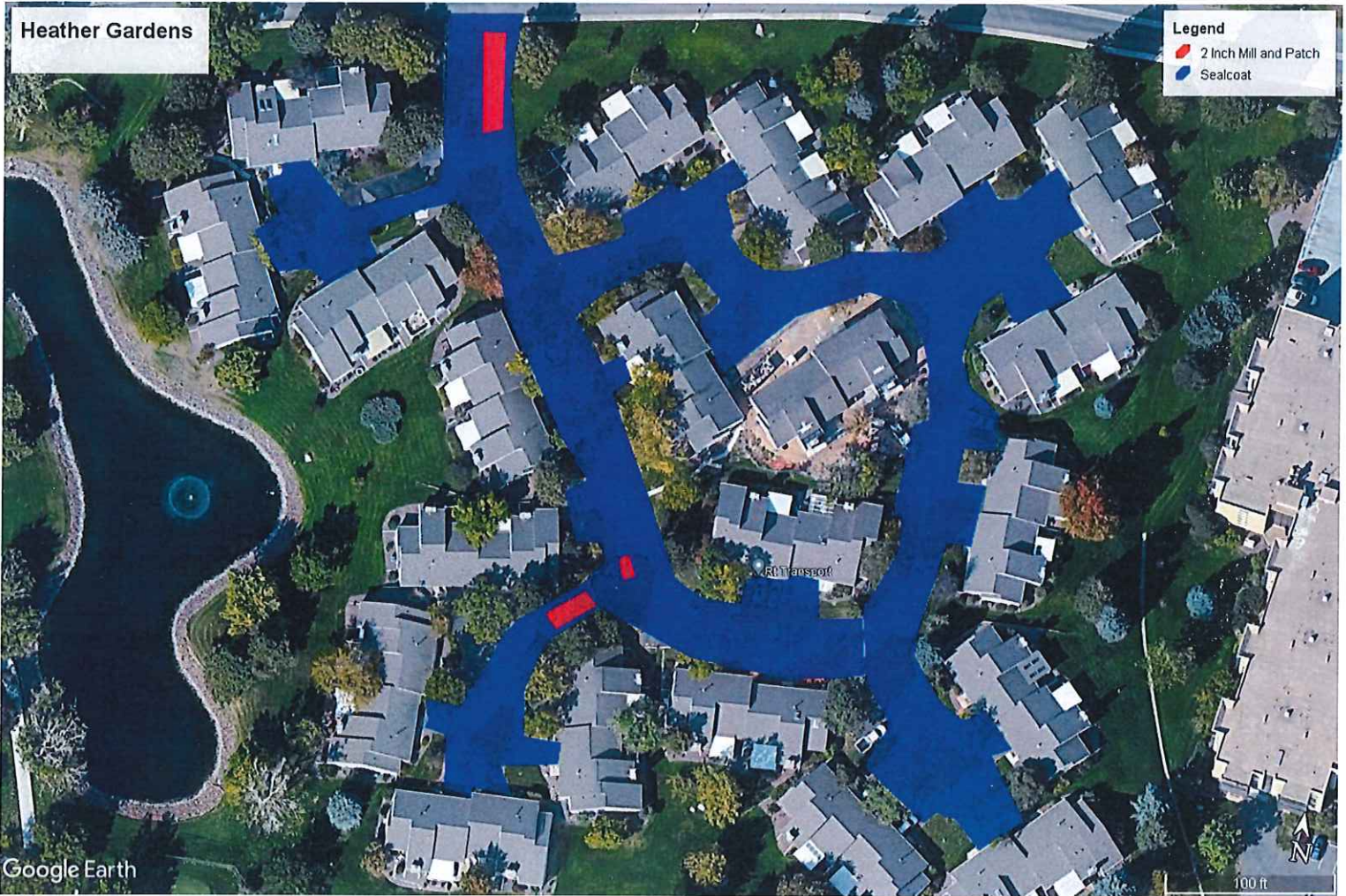
All work performed by DCPS is guaranteed against defects in materials and workmanship for a period of one (1) year from the date of installation. The guarantee does not cover deficiencies or failures caused in whole, or in part, by:

- Water damage or pooling from existing grade slopes less than 2% for asphalt or 1% for concrete
- Damage from snow plows, deicers, or excessive application of corrosive chemicals
- Vandalism
- Unstable or changing subgrade conditions not clearly identified by the property owner in the RFP
- Damage due to vegetation including tree roots
- Weight loads that exceed the asphalt rating or occur before asphalt curing period
- Cracks caused by wet subgrade soil, cracking from shifting subgrade soil
- Force Majeure

Americans with Disabilities Act: Customer is solely responsible for maintaining the property in full compliance with the ADA and agrees to indemnify and hold Denver Commercial Property Services (DCPS) harmless from and against any and all liability, claims, damages, or expenses, including attorneys' fees, relating in any way to ADA requirements or issues at the property. DCPS recommends that the customer hire a certified ADA consultant for property evaluation and recommendation to comply with Federal, State, or Local laws.

Scope of Work

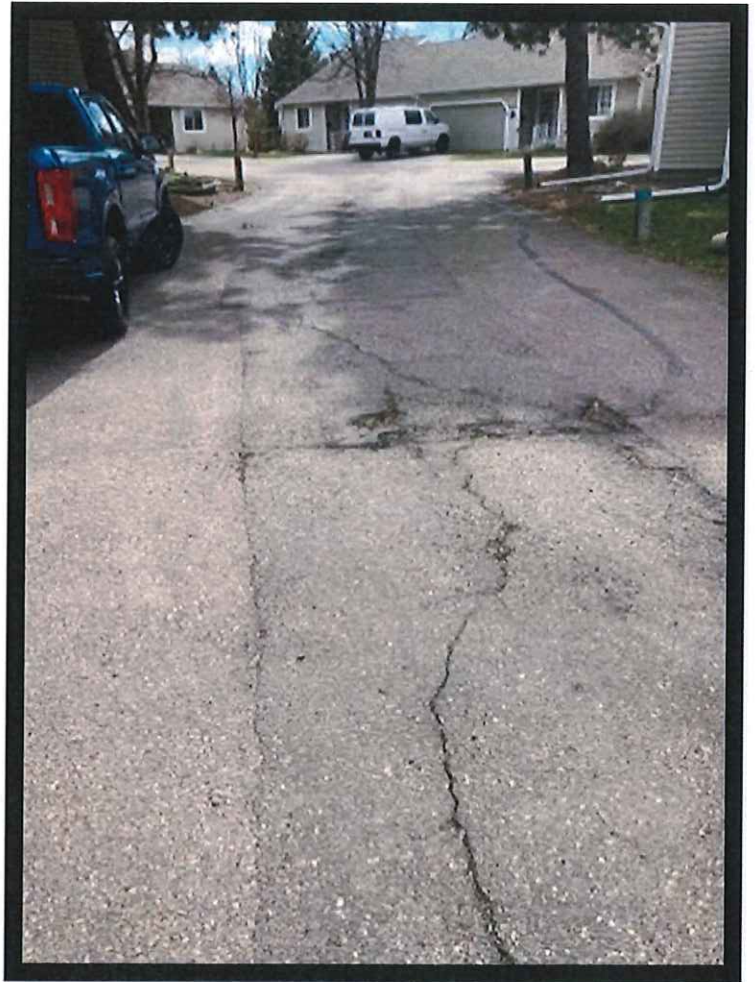
SOW Map



Link to Interactive SiteFotos Map: <https://www.sitefotos.com/vpics/guestmapdev?c6x4n6>

Site Photos of Existing Conditions

Areas for Asphalt and Repair



IMPROVE THE APPEARANCE OF YOUR PARKING LOT, MAXIMIZE THE LIFE OF YOUR ASPHALT AND CONCRETE, AND REDUCE YOUR OPERATING AND CAPITAL SPEND OVER THE LONG-TERM

WHY US?



MANAGERIAL STRENGTH AND SUPPORT

- Tenured management.
- Properly incentivized team with compensation tied to customer satisfaction.



WE SELF-PERFORM ALL WORK

- We are better able to control quality and price because we self-perform all asphalt work. Our asphalt team members are employees of DCPS; we don't rely on subcontractors like many competitors do.



NEW STATE OF THE ART EQUIPMENT

- Our fleet is less than five years old. Our advanced equipment produces the highest quality and consistency of results. We invested in all new equipment including milling machines and pavers. Our pavers use Moba 2D digital leveling and grade slope controls that eliminate the human inconsistency factor.



RELIABLE COMMUNICATION

- We document each project with photos and descriptive reports. We can send daily reports that let you track progress and share the information with your key stakeholders (tenants, owners, residents, etc).

ASPHALT & CONCRETE



(720) 998-1893

travis.power@denvercps.com

OUR INDEPENDENTLY OPERATED DIVISIONS

Serving over 1,100 commercial properties across Colorado

ASPHALT & CONCRETE

Repairs
Maintenance
Installation

PAINT & CONSTRUCTION

Stucco & Stone
Siding
Painting & Drywall

SNOW & SWEEPING

Snow Removal
Ice Management
Sweeping

WATERPROOFING

Traffic Coatings
Specialty Coatings
Sealants & Restoration

FOLIAGE & HOLIDAY

Foliage Design
Holiday Décor
Botanical Art Forms

JANITORIAL

Commercial Cleaning
Carpet & Floor Care
LEED/Green Cleaning

LANDSCAPING

Maintenance
Plant Health Care
Irrigation



Proudly Serving Commercial Properties Across Colorado



LOCALLY OWNED

Owners actively leading day-to-day operations.



CUSTOMIZED SITE-SPECIFIC STRATEGY

Advanced solutions based on our extensive experience.



PROJECT REPORTS

Extensive photographic reports documenting the work performed for the client's record.



GREAT PLACE TO WORK

We received the "Great Place to Work" award in 2020.



ALL NEW EQUIPMENT

With features that eliminate the human inconsistency factor.



SELF PERFORM ALL ASPHALT WORK

We don't use sub contractors and therefore can control quality of work.

OUR PROVEN APPROACH

ON SITE OBSERVATION

Our 20+ year asphalt industry veterans are available to accompany you on-site to discuss your key issues and concerns. We will perform a complete property walk through, taking photos and detailed notes to assess the condition and safety of the asphalt and concrete on your property.

GENERATE PROPOSAL

We will create a custom proposal for your property needs. This will include photos, detailed notes of our assessment, and comprehensive recommendations.

CUSTOMIZED WORK PLAN

Before we start your project, we develop a custom work schedule detailing what times work will be performed to minimize tenant and customer disruptions at your property. Once we begin, We will send a daily progress report detailing updates and the work performed on your property.

ALL SERVICES

- Asphalt Paving
- Asphalt Patching
- Asphalt Striping
- Sealcoating
- Crack Sealing
- Maintenance
- Grading
- Installation
- Curbs & Gutters
- Sidewalks
- Drain Pans
- ADA Ramps

DCPS OWNED EQUIPMENT

- Roadtec RX-600e Milling Machine (7' width)
- Roadtec 195e Paver with GPS grade control
- Carlson CP 100 Paver (8'6" to 15' wide)
- CASE skid-steers with 24" milling heads
- CAT PM312 Milling Machine
- 3 tandem smooth drum vibratory rollers
- Tymco Sweeper Truck
- Crack seal and sealcoating equipment
- Parking lot striping equipment

Asphalt

MILLING & OVERLAY

An asphalt Mill & Overlay can be ideal if the foundation of your existing pavement is in good condition. Our first step is to remove the top layer of asphalt (2 to 4") with our milling machine. After the top layer is removed, we clean the surface, apply tack and apply a new top layer of asphalt.

Benefits of Asphalt Overlays:

- Adds structural strength
- Can improve drainage
- Less expensive than complete Remove & Replace
- Re-establishes proper grade and smooth surface
- Returns damaged pavement to near original condition

CONVENTIONAL PATCHING

Large damaged areas require conventional patching or Removal & Replacement of asphalt.

DCPS Will:

- Mill 2-4" deep in the existing asphalt
- Clean the area of debris and applying tack coat to the existing surface to ensure proper adhesion
- Apply new asphalt over tack coat, compact it with a roller
- Blend the edges for a seamless surface

Benefits of Conventional Patching

- Process can be done mostly year round
- Long lasting solution
- Can restore proper drainage



CRACK SEALING

Sealing cracks as soon as they happen is crucial to extending the life of asphalt.

- When moisture seeps through cracks, it creates much bigger and deeper problems.
- Moisture, and freeze thaw cycles, will accelerate the failure of asphalt.
- Vegetation can grow in cracks and the plant's roots can heave and crack the pavement.
- The type of repair depends on the type of crack; naturally occurring cracks often require only basic asphalt crack sealer.
- Larger or wider cracks and potholes need to be assessed or repaired prior to crack sealing.

SEALCOATING

Left untreated, asphalt pavement will deteriorate rapidly.

- The asphalt binder that holds the pavement together begins to weather and oxidize soon after installation.
- The asphalt loses flexibility and small cracks start to develop.
- Moisture penetrates the asphalt causing damage and deterioration.
- Application should be done every 3 years as part of your maintenance program.
- Sealcoating fills surface voids, acts to help waterproof the asphalt, and minimize the rate that water can penetrate. This is important in places like Colorado where water can freeze and further harm pavement. It also increases your pavement's flexibility.

Concrete

NEW INSTALLATIONS AND REPAIR & REPLACE

- Concrete offers a longer life span and lower maintenance costs, however, the initial investment is significantly higher than asphalt. Proper maintenance requires regular joint sealing and annual cleaning.
- Concrete is used for high water flow areas such as drains, v-pans, gutters and curbs.
- High traffic areas such as truck docks and dumpster enclosures should be constructed with concrete due to weight requirements and heavy vehicle wear & tear.

OUR TEAM

Local Active Ownership

WE ARE LOCALLY OWNED AND OPERATED



TRAVIS POWER DIVISION MANAGER | 20 YEARS OF EXPERIENCE

e. travis.power@denvercps.com p. 720-998-1893



JESUS MORENO SUPERINTENDENT | 25 YEARS OF EXPERIENCE

e. jesus.moreno@denvercps.com p. 303-547-2784



CRAIG BEHNKE CONTROLLER | 25 YEARS OF EXPERIENCE

e. craig.behnke@denvercps.com p. 303-809-4875



CHRIS BERVERT ESTIMATOR | 2 YEARS OF EXPERIENCE

e. chris.bervert@denvercps.com p. 785-213-1745



COLIN TAYLOR PROJECT MANAGER

e. colin.taylor@denvercps.com p. 303-249-0620



ESTIMATE

JL ENTERPRISE

Jesse Luna
 7209793758
 JLunaenterprise@gmail.com

For: Country Place 2877 South Heather Garden

Estimate No: 63

Date: Apr 11, 2022

Description	Quantity	Rate	Amount
82,000 square feet Sealcoat crackfill and patch work asphalt 756 square feet 20,780	1	\$20,780.00	\$20,780.00

Subtotal \$20,780.00
 VAT 0.00% (\$20,780.00) \$0.00

Total \$20,780.00



Date	3/31/2022
Estimate #	AG22-0063
Customer #	6414
Rep	Abel Guzman

ESTIMATE / CONTRACT

Client Name:	Heather Gardens	
Attn:	Don o'Gorman	
Phone:	720 974-6906	Fax:
Address:		
City, State, Zip		
Email:	don.oqorman@heathergardensmail.com	

Project Name :	Country Place 4
Address:	13850 E Linvale Pl
City/State:	Aurora Co
Owner:	
General Contractor:	

Billing Name:		
Billing Contact		
Phone:		Fax:
Address:		
City, State, Zip		
Email:		

SCOPE OF WORK/LINE ITEMS

Colorado Asphalt Works, Inc. (the "Contractor") shall perform the following work (Contractor's Work")

DESCRIPTION:	RATE
(Seal Coat) Seal approx.64,000 SqFt. with blended coal tar and asphaltic base sealers. A heavy coat application equal to a 2 coat application with black silica sand and latex additives for maximum wear and protection. Includes lot prep and sweeping.	\$ 9,600.00
(Crack Fill) Seal independent cracks up to 1/4" using durafill 3405 hot rubber. Durafill meets or exceeds all state and federal specifications. Not including transition joints and/or alligatored areas.	\$ 2,690.00
Replace 9 Concrete Weel Stops With Rubber Stops.	\$ 1,125.00
Additional Parking Stops Will Be At \$125 Each.	
(Full Patch RR) Sawcut and remove approx: 1301SqFt. of damaged asphalt in 5 areas. Replace using grade "SX" hot asphalt rolled and compacted 6" inches in depth.	\$ 8,820.00
Areas By Adress 13870 ---13850---Main Entrance---Main Exit.	
Aurora Tax	\$ 248.00
Total:	\$ 22,483.00

DATE	
ESTIMATE #	
Customer #	
REP	Abel Guzman

- * Total is based upon acceptance of all line items. If only selected line items are approved, this Estimate/Contract will need to be revised accordingly.
- * Sprinklers must be off for 24 hours prior to beginning and for 24 hours after the completion of the project.
- * Vehicles need to be removed prior to our arrival.
- * No use of parking lot for a minimum of 24 hours after work is complete.
- * Have Towing company onsite to insure vehicles are moved.

Unless specifically included above as part of the Scope of Work, the Contractor's Work excludes the following: Fees for testing, permits, licenses and inspections, bonds, material removal, personal property removal, excavation, sub grade and grade preparation, traffic control, utility adjustments, snow, frost or trash removal, de-watering, de-mucking, and weather protection.

CONTRACT PRICE/PAYMENT TERMS

The Customer shall pay the Contractor the Contract Price of \$22,483.00 , which is the total of the line items above, within 30 days of invoice date unless other payment terms are stated below:

GENERAL TERMS AND CONDITIONS

1. The Estimate of the Contract Price is valid for only 30 days.
2. All work performed by the Contractor under this Contract is warranted to be free of defects in workmanship and materials for a period of one (1) year from the date of substantial completion of Contractor's Work. The Contractor will, upon timely written notification in accordance with paragraph 3 below, correct such defects by suitable repair, replacement or refund at Contractor's sole option and expense. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. This limited warranty also excludes remedy for the following:
 - A. Damage or defect due to normal wear and tear or normal usage of the concrete, asphalt paving, asphalt patching or sealcoat.
 - B. Damage or defect caused by abuse, modifications, improper or insufficient maintenance or improper operations on, in or near the concrete, asphalt paving, asphalt patching or sealcoat.
 - C. Damage or defect caused by trucks and other vehicles or by other items of excessive weight being placed upon the concrete, asphalt paving, asphalt patching or sealcoat.
 - D. Damage or Defect to Contractor's Work caused by (i) work performed by the Customer, other trades or other contractors; (ii) site conditions which were not in plain view at the time Contractor commenced its work; (iii) the shifting and settling of the site, the grade, the subgrade or any other part of the subsurface; (iv) the failure of the grade, subgrade or other part of the subsurface; (v) improper or inadequate site preparation, excavation, grade or subgrade preparation by the Customer or other contractors; and (vi) pre-existing drainage problems on the site including inadequate or improper drainage.
3. Any claim under the Limited Warranty set forth above must be made in writing and delivered to Contractor within thirty (30) days from the date that the Customer knew or in the exercise of reasonable diligence should have known of the defect or damage. An untimely submission of a claim shall bar it.
4. Customer shall remove all personal property from the work area. Customer is responsible to locate, mark and inform Contractor of all underground utilities, sprinklers, wiring, manholes, valves and all other hazards or obstructions. The Contractor will not be held liable for damage to any unmarked underground utilities, sprinklers, wiring, man-holes or valves and Customer agrees to defend and hold Contractor harmless from any and all claims arising out of these unmarked items. The Contractor also will not be liable for delays and damages caused by acts of God, the acts and omissions of the Customer, other contractors or subcontractors, interference and obstruction of the Contractor's Work caused by the Customer, other contractors or subcontractors, shortages or nonavailability of labor, concrete, asphalt or other necessary materials, weather conditions, unforeseen site conditions, unforeseen subsurface conditions and all other conditions or events beyond the control of the Contractor.
5. Customer waives claims against the Contractor for special, incidental or consequential damages arising out of or relating to this Contract or the Contractor's Work.
6. Changes in the Contractor's Work may be authorized by either written change orders signed by the parties or by the verbal request of the Customer to which the Contractor agrees. The Contract Price may be increased by Contractor without a change order if there is a change in materials costs.
7. Invoices are payable upon receipt and bear interest at the rate of 1.5% per month (18% per annum), compounded monthly, accruing from thirty (30) days after the invoice date until paid. Payment of the Contract Price and any other sum due and owing to Contractor is not contingent or conditioned in any way upon the Customer receiving payment from the owner of the project, a construction lender, the general contractor or payment being made to Customer from any other source or third party.
8. Customer agrees to pay all collection costs incurred by Contractor to collect amounts owed to Contractor under this Contract or incurred by Contractor to enforce any other term of this Contract, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

COLORADO ASPHALT WORKS, INC.

This Proposal/Contract is accepted. Colorado Asphalt Works, Inc. is authorized to proceed with the Work under this Contract.

By: *Abel Guzman*

CUSTOMER: _____

Print Name: Abel Guzman

By: _____

Title: _____

Phone: **1-800-BLACKTOP**
 or
 Denver: **303-340-4750**
 Colo. Springs: **719-232-6200**



Asphalt Coatings Company, Inc.
 P. O. Box 472918
 Aurora, CO 80047
 Fax: **303-340-4756**

Serving Colorado's Front Range Since 1986

C O N T R A C T

Job Name Heather Gardens Contact: Don O'Gorman Phone: 1 410-501-4940 Date: 04/5/22
 2788 So. Heather Gardens Way Aurora Colo 80014
 Management/Owner Name Same as Above
 Address: 2788 So. Heather Gardens Way Aurora Colo 80014 Fax / E-mail Don.OGorman@HeatherGardens.Org
 Asphalt Coatings Company, Inc. Representative: Victor Turner Cell 303-618-4141 Phone: 720-303-1140

We hereby submit specifications and estimates for: **Location CP-4**

Asphalt R&R 6" (1301 SF) \$ 9,840
 ASPHALT REMOVAL & REPLACEMENT at 1 locations. Sawcut, excavate and haul away damaged or broken asphalt. Compact sub-base, apply SS-1H Tack Oil to all edges, install Grade SX Hot Asphalt Plant Mix and compact to match or meet existing grade. Clean up area.

Infrared Patching (50 Heats) \$3,300
 Repair potholes and damaged asphalt using the infrared method of asphalt pavement patching. (Each heat patch repair is approx. 5' x 7') The infrared process includes: Clean the damaged areas of all dirt and debris. Heat the asphalt to a working temperature of 350 degrees F by the infrared process. Rake heated area and remove any deteriorated asphalt. Add new asphalt and compact with a vibratory roller. Clean up all job-related debris.

Crack Sealing (4561 LF) \$ 5,535
 Clean all cracks 1/4" or wider with compressed air. Remove weeds from cracks. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized crack sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

Sealcoat (12,372 SF) \$12,372
 Clean lot using high powered blowers and wire broom. Apply sealer using a heavy duty asphalt sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 2 days.

Striping \$750
 Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

EXCLUSIONS: Dirt prep or grading and compaction, testing, moisture control, winter protection, design, engineering, surveying, dewatering, permit, bond, as built drawing, signage, irrigation repair, repair to damaged underground utilities not located by customer, traffic control.

The next step to begin scheduling is to email a signed copy of this proposal to VTurner@asphaltcoatings.net or fax a copy to (303) 340-4756 cell (720) 505-1140). If you have additional questions after our proposal review, please let me know how I can help make your pavement something your customers admire!

Total (Labor and Materials) \$ 31,797
 Down payment of one third upon acceptance with balance due in full upon installation.



Note: 1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) All proposals subject to approval of management 3) All cars and non-stationary objects will be removed from the work areas by customer on scheduled work days by 7:00 am. 4) Legal fees and court costs incurred in the collection of monies owed according to this contract shall be borne by the customer. 5) This contract does not include design or engineering. 6) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Submitted by: Victor Turner Accepted by: _____
 By: _____ (Date)

* The signer serves as authorized agent for owner and binds the written contract. Acceptance of Proposal: The above prices, specifications and Standard Conditions (page 2) are satisfactory and hereby accepted. You are authorized to perform the work specified. Payment will be made as specified above with a 2% monthly interest penalty applying to late payments.

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or recompaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancelation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an annual percentage rate of 24%). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium charges for the purchase of water for this project.
20. **EDGE LINE CRACKING:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damages exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____

Budget and Finance Committee
Date: May 16, 2022

Motion: Recommend the 2022 Seville Asphalt/Drainage Project

Project Cost: \$36,999

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommends that the Heather Gardens Association Board of Directors approve the 2022 Seville Asphalt/Drainage Project. The contract amount is \$36,999 with no change order since Sunny Side Concrete is a preferred HG vendor and has successfully completed numerous projects without requiring change order reserve funds. The budgeted amount is \$40,000.

Motion made by:	
Seconded by:	

Outcome of Vote:	
For:	
Against:	
Absent/Abstaining:	
Notes:	

Rationale/Notes: See attached request for Capital Expenditure and accompanying material.

HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: 2022 Seville Asphalt/ Drainage Project; B231-236

DEPT: Contracts

DATE: April 20, 2022

BUDGET	Budget Amount:	\$ 37,000	Contract Amount:	\$36,999
Year: 2022	Expended YTD:	\$ 0.00	Change Order Res.:	\$
Tab:	Unexpended Balance:	\$ 0.00	Total Project Cost:	\$36,999
Page:			Add. Funds Requested:	

DESCRIPTION: The purpose of this project is to create optimal drain flow of storm water to the Seville drive lanes. The contractor will install 1,700SF of new drain pans/ swales throughout the area. The new drain pans will be 3 1/2' wide, constructed with #4 rebar. New swales will have a rating of 4,500 psi with fiber mesh to increase tensile strength. A light broom finish for surface texture and tooled control joints will be applied where needed. The contractor will also perform asphalt patch back in the areas where asphalt was removed to install new drain pans, giving the project a finished appearance.

JUSTIFICATION: (Attach backup material as required.)

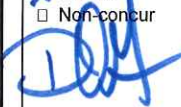



The Seville Asphalt / Drainage Project B231-236 was originally scheduled to take place in 2021 but due to Building 233's dire need for a roof replacement the Seville drainage project was pushed until 2022, reallocating the funds budgeted for the project to B233's roof. Currently the Seville drive lanes are not draining properly often leaving puddles and asphalt damage following a rain or snowstorm. Due to excessive asphalt deterioration the asphalt drive lanes have become a safety concern. Please see attached photos of existing conditions following rain or snow.

BID COMPARISON: (If required, summarize, or attach separate schedule.)

- JL Enterprises: \$22,825
- Sunny Day Concrete: \$36,999
- Colorado Asphalt Works: \$46,509.75
- Denver Commercial Property Services: \$69,422

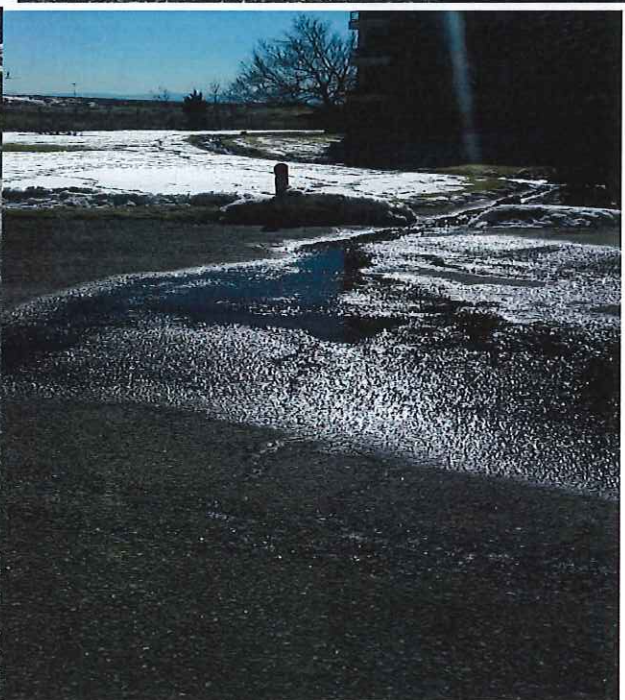
RECOMMENDATION:

The HG Contracts Department recommends the HG Board of Directors approve a contract with Sunny Day Concrete to complete the 2022 Seville Asphalt/ Drainage Project; B231-236. The contract amount for this project is Thirty-Six Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$36,999). Sunny Day Concrete is a preferred HG vendor, successfully completing countless projects at HG without requiring change order reserve funds to finish the project. Due to Sunny Day's pricing being at top of HG's approved project budget amount and long history, the HG Contracts Department is confident Sunny Day Concrete will complete the project to HG standards without carrying additional change order reserve funds. This project is not to exceed \$36,999 without prior board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
All Items require Block 1, 2 (when needed), and 3 through 8 completed.







PROPOSAL / CONTRACT

5801 Downing St.
 Denver, CO 80216
 720-495-8051 Office
 303-922-3919 Fax
sunnydayconcrete.com

Job: **Seville Swales - 13902 E. Marina Drive**

Plans By: N/A

Bid#: 1507

Plan Date:

3/30/2022 1:46:07 PM

Location: Aurora, CO

"This Proposal Replaces All
 Previous Proposals for the
 Same Work."

TO: **Heather Gardens**

2888 S. Heather Gardens Way
 Aurora, CO 80014

Attn: **Jon Howell**

T: (303) 422-0837 F: () - 0

jon.howell@heathergardensmail.com

Specifications:

1. Building 231 & 233:
 - * Installation of new 3.5' x 100' x 6" concrete drain pan in street between Bldg. 231 & 233.
 - * Work to include replacing 30 LF of existing drain pan that is failing.
 - * Reinforce w/ suspended #4 rebar mat @ 24 on center each way.
2. Building 231:
 - * Extend concrete swale described in #1 above toward Bldg. 231 (approx. 38' x 3.5').
 - * Reinforce w/ suspended #4 rebar mat @ 24 on center each way.
3. Building 235:
 - * Installation of new 3.5' x 200' x 6" concrete drain pan in street leading to exit garage.
 - * Reinforce w/ suspended #4 rebar mat @ 24 on center each way.
4. Bldg. 235 Asphalt Replacement:
 - * Hot asphalt placement for approx. 420 SF of damaged paving near exit garage door.
 - * Work to include saw-cuts, demo, placement & mechanical compaction.

General Specifications:

- #4 rebar typical for all slabs @ 24" on center each way.
- 4500 psi, air entrained concrete mix design typical w/ fiber mesh admixture to increase tensile strength.
- Imported Class 6 road base fill material as needed.
- All excavation spoils to be removed from site.
- Light broom finish for surface texture w/ tooled control joints as needed.
- Concrete line pump or buggy to be used for material placement if required.

Plans Included in This Bid

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Building 231 & 233	\$11,236.47	\$0.00	\$11,236.47
2. Building 231	\$3,406.28	\$0.00	\$3,406.28
3. Building 235	\$16,855.63	\$0.00	\$16,855.63
4. Bldg. 235 Asphalt Replacement	\$5,501.60	\$0.00	\$5,501.60
	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
Totals	\$36,999.99	\$0.00	\$36,999.99

Notes / Inclusions / Exclusions:

Includes:

Demo, saw-cuts, excavation, hauling, compacted backfill, forming, concrete, asphalt, reinforcement noted, labor & misc. material / small tools as needed to complete job outlined above.

Excludes:

Testing, engineering, soil conditioning, sealants, surveying, private locates, traffic control plans / permits.
 Change orders to be completed in writing.

* 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

Sunny Day Concrete

other resources 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.

OWNER / CONTRACTOR

DATE



Digitally signed by John Lucio
DN: C=US, E=johin@sunnydayconcrete.com,
O=Sunny Day Concrete, LLC, CN=John Lucio
Location: john@sunnyday-concrete.com
Reason: I have reviewed this document
Contact Info: 720-635-5233
Date: 2022.03.30 13:47:23-06'00'

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



ESTIMATE

JL ENTERPRISE

Jesse Luna
7209793758
JLunaenterprise@gmail.com

For: Seville

Estimate No: 64
Date: Apr 11, 2022

Description	Quantity	Rate	Amount
Concrete drain pans 2,229 square feet 4 inches Commercial grade concrete 4,000 PSI Asphalt patches 340 square feet	1	\$22,825.00	\$22,825.00

Subtotal \$22,825.00
VAT 0.00% (\$22,825.00) \$0.00

Total \$22,825.00



Date	3/31/2022
Estimate #	AG22-0064
Customer #	6414
Rep	Abel Guzman

ESTIMATE / CONTRACT

Client Name: Heather Gardens
Attn: Don o'Gorman
Phone: 720 974-6906 **Fax:**
Address:
 City, State, Zip
Email: don.ogorman@heathergardensmail.com

Project Name : Seville In Heathers Garden
Address: 13890 Seville
City/State: Aurora Co
Owner:
General Contractor:

Billing Name:
Billing Contact
Phone: **Fax:**
Address:
 City, State, Zip
Email:

SCOPE OF WORK/LINE ITEMS

Colorado Asphalt Works, Inc. (the "Contractor") shall perform the following work (Contractor's Work")

DESCRIPTION:	RATE
Plan "A" (Two New Concrete Drain-Pans 3'Wide) Sawcut and remove approx.1,677 SqFt. of damaged Asphalt& Concrete in 2 areas. Replace using 4000 PSI concrete 6" inches in depth. Form and broom finish.	\$ 20,962.00
(Skim Patch Back) Clean, tack coat and patch approx: 3000 SqFt. of damaged and/or low asphalt in Damage areas Both Sides Of New Pans using grade SX hot asphalt, rolled and compacted to 2" inches in depth.	\$ 6,290.00
Aurora Tax	\$ 249.00
One Movolization	\$ 550.00
Plan "B" Two Additional Drain-Pans	\$ 28,051.00
(Two New Concrete Drain-Pans 3'Wide) Sawcut and remove approx.1,140 SqFt. of damaged Asphalt in 2 areas. Replace using 4000 PSI concrete 6" inches in depth. Form and broom finish.	\$ 14,250.00
(Skim Patch Back) Clean, tack coat and patch approx:2000 SqFt. of damaged and/or low asphalt in 2 areas using grade SX hot asphalt, rolled and compacted to 2" inches in depth.	\$ 3,400.00
One Movolization	\$ 550.00
Aurora Tax	\$ 258.75
	\$ 18,458.75
Total: All Included (4 Pans)	\$ 46,509.75

DATE	
ESTIMATE #	
Customer #	
REP	Abel Guzman

- * Total is based upon acceptance of all line items. If only selected line items are approved, this Estimate/Contract will need to be revised accordingly.
- * Sprinklers must be off for 24 hours prior to beginning and for 24 hours after the completion of the project.
- * Vehicles need to be removed prior to our arrival.
- * No use of parking lot for a minimum of 24 hours after work is complete.
- * Have Towing company onsite to insure vehicles are moved.

Unless specifically included above as part of the Scope of Work, the Contractor's Work excludes the following: Fees for testing, permits, licenses and inspections, bonds, material removal, personal property removal, excavation, sub grade and grade preparation, traffic control, utility adjustments, snow, frost or trash removal, de-watering, de-mucking, and weather protection.

CONTRACT PRICE/PAYMENT TERMS

The Customer shall pay the Contractor the Contract Price of _____, which is the total of the line items above, within 30 days of invoice date unless other payment terms are stated below:

GENERAL TERMS AND CONDITIONS

1. The Estimate of the Contract Price is valid for only 30 days.
2. All work performed by the Contractor under this Contract is warranted to be free of defects in workmanship and materials for a period of one (1) year from the date of substantial completion of Contractor's Work. The Contractor will, upon timely written notification in accordance with paragraph 3 below, correct such defects by suitable repair, replacement or refund at Contractor's sole option and expense. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. This limited warranty also excludes remedy for the following:
 - A. Damage or defect due to normal wear and tear or normal usage of the concrete, asphalt paving, asphalt patching or sealcoat.
 - B. Damage or defect caused by abuse, modifications, improper or insufficient maintenance or improper operations on, in or near the concrete, asphalt paving, asphalt patching or sealcoat.
 - C. Damage or defect caused by trucks and other vehicles or by other items of excessive weight being placed upon the concrete, asphalt paving, asphalt patching or sealcoat.
 - D. Damage or Defect to Contractor's Work caused by (i) work performed by the Customer, other trades or other contractors; (ii) site conditions which were not in plain view at the time Contractor commenced its work; (iii) the shifting and settling of the site, the grade, the subgrade or any other part of the subsurface; (iv) the failure of the grade, subgrade or other part of the subsurface; (v) improper or inadequate site preparation, excavation, grade or subgrade preparation by the Customer or other contractors; and (vi) pre-existing drainage problems on the site including inadequate or improper drainage.
3. Any claim under the Limited Warranty set forth above must be made in writing and delivered to Contractor within thirty (30) days from the date that the Customer knew or in the exercise of reasonable diligence should have known of the defect or damage. An untimely submission of a claim shall bar it.
4. Customer shall remove all personal property from the work area. Customer is responsible to locate, mark and inform Contractor of all underground utilities, sprinklers, wiring, manholes, valves and all other hazards or obstructions. The Contractor will not be held liable for damage to any unmarked underground utilities, sprinklers, wiring, man-holes or valves and Customer agrees to defend and hold Contractor harmless from any and all claims arising out of these unmarked items. The Contractor also will not be liable for delays and damages caused by acts of God, the acts and omissions of the Customer, other contractors or subcontractors, interference and obstruction of the Contractor's Work caused by the Customer, other contractors or subcontractors, shortages or nonavailability of labor, concrete, asphalt or other necessary materials, weather conditions, unforeseen site conditions, unforeseen subsurface conditions and all other conditions or events beyond the control of the Contractor.
5. Customer waives claims against the Contractor for special, incidental or consequential damages arising out of or relating to this Contract or the Contractor's Work.
6. Changes in the Contractor's Work may be authorized by either written change orders signed by the parties or by the verbal request of the Customer to which the Contractor agrees. The Contract Price may be increased by Contractor without a change order if there is a change in materials costs.
7. Invoices are payable upon receipt and bear interest at the rate of 1.5% per month (18% per annum), compounded monthly, accruing from thirty (30) days after the invoice date until paid. Payment of the Contract Price and any other sum due and owing to Contractor is not contingent or conditioned in any way upon the Customer receiving payment from the owner of the project, a construction lender, the general contractor or payment being made to Customer from any other source or third party.
8. Customer agrees to pay all collection costs incurred by Contractor to collect amounts owed to Contractor under this Contract or incurred by Contractor to enforce any other term of this Contract, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

COLORADO ASPHALT WORKS, INC.

This Proposal/Contract is accepted. Colorado Asphalt Works, Inc. is authorized to proceed with the Work under this Contract.

By: *Abel Guzman*

CUSTOMER: _____

Print Name: Abel Guzman

By: _____

Title: _____

DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR ASPHALT & CONCRETE



Prepared For: Dan O'Gorman

Prepared By: Travis Power

Date: April 19, 2022

Project Address: 2888 Heather Gardens

Way, Aurora

SEVILLE: ASPHALT /
CONCRETE



**ASPHALT
& CONCRETE**

Denver Commercial Property Services, Inc.
6245 N Clermont
Commerce City, CO 80022

Dan O'Gorman
Heather Gardens Association
2888 South Heather Gardens Way
Aurora, Colorado 80014

Proposal - Heather Gardens Clusters
Project Name: Heather Gardens Clusters
Proposal #: 44670
Proposal Date: 4/19/2022

DESCRIPTION	QTY.	COST
ASPHALT MILL, HAUL, CLEAN		
<i>Mill asphalt at 6 inch depth, Haul Away debris, Clean/Prep surface for Tack & Asphalt, approx. 6435 Sq. Ft.</i>	6,435	\$17,187
<u>ASPHALT MILL, HAUL, CLEAN - TOTAL</u>		<u>\$17,187</u>
ASPHALT PATCHING		
<i>Apply asphalt to 6 inch depth using 1/2 inch hot asphalt mix, approx. 4290 Sq. Ft.</i>	4,290	\$33,495
<u>ASPHALT PATCHING - TOTAL</u>		<u>\$33,495</u>
CONCRETE		
<i>Drain Pan 6" Depth, approx. 2145 Square Ft.</i>	2,145	\$18,740
<u>CONCRETE - TOTAL</u>		<u>\$18,740</u>
	TOTAL	\$69,422

CONDITIONS & EXCLUSIONS

Conditions: 30 Day net terms upon project completion. Price includes one equipment mobilization.

Above quoted pricing is valid for 30 days. Pricing is based on acceptance of ALL quoted line items. Price is valid until: 5/19/22

Signature

Name

Title

Date

Exclusions: Bonding, permits, sales and use taxes, testing, engineering, surveying, compaction analysis, traffic control (unless specifically included in above quote), fencing, concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck), cold weather protection or cold weather additives in concrete mixes, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, concrete dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilization, hoisting, waterproofing, sweeping, site water and water metering, railings, utility adjustments, vehicle towing, work site obstruction clearance, liquidated damages, Davis Bacon wages, oil spot priming.

Damage to: Electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view. Liquidated damages, customer scope of work changes, liability of work performed by others. Delays caused by others parties and acts of nature. Sealcoat warranty does not include treatment for excessive alligator cracking of asphalt.

DCPS is not responsible for any damage due to others moving or crossing through barricades before proper curing time. Work areas are closed for 24 hours after completion.

All work areas, and areas required for equipment access, must be free from all debris and vegetation prior to work commencing. Any clean up or removal required to perform contacted work as scheduled and agreed to by customer will be charged to the customer.

Customer is responsible for removing from all work areas and areas required for equipment access, prior to work commencing, all vehicles, dumpsters, permanent or temporary structures, or any other object that would obstruct or delay contracted work from being performed as scheduled. Customer may be charged for crew wait times. If towing is required, DCPS will charge \$100 per vehicle towed which will be charged to the customer. Customer is responsible for providing on site water source.

Pricing includes one mobilization per service (e.g., mill & pave, paint & stripe, sealcoat & crack seal, concrete demo & pour) to complete the job on consecutive days. If customer has conditions, including work areas not being cleared of vehicles or other obstructions, that require more than one mobilization, additional mobilization fees shall be charged to customer.

Pricing for asphalt work based on Grade S & SX with 20% RAP.

Sealcoat warranty excludes areas of excessive alligator cracking.

DCPS does not guarantee proper drainage when existing ground slope is less than 2% for asphalt and 1% for concrete. Customer must provide an on-site water source.

Unless specified in the proposal, pricing does not include any costs or fees for government (federal, state, local) inspections, permits, rights of way, testing, or other costs required to legally perform the scope of work as per the proposal.

Customer is responsible for marking all underground utilities, hazards, and obstructions and making DCPS aware of their specific locations.

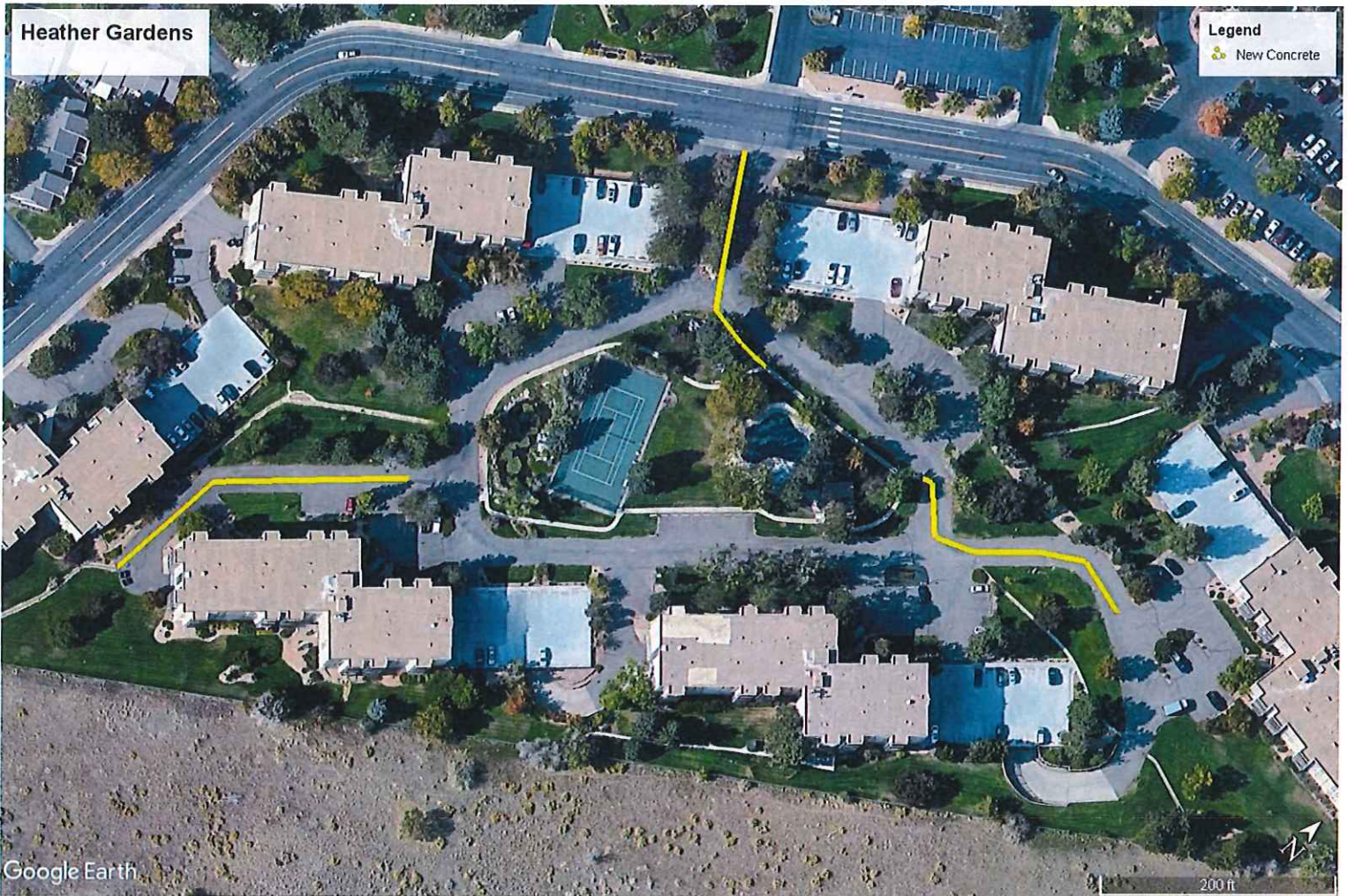
All work performed by DCPS is guaranteed against defects in materials and workmanship for a period of one (1) year from the date of installation. The guarantee does not cover deficiencies or failures caused in whole, or in part, by:

- Water damage or pooling from existing grade slopes less than 2% for asphalt or 1% for concrete
- Damage from snow plows, deicers, or excessive application of corrosive chemicals
- Vandalism
- Unstable or changing subgrade conditions not clearly identified by the property owner in the RFP
- Damage due to vegetation including tree roots
- Weight loads that exceed the asphalt rating or occur before asphalt curing period
- Cracks caused by wet subgrade soil, cracking from shifting subgrade soil
- Force Majeure

Americans with Disabilities Act: Customer is solely responsible for maintaining the property in full compliance with the ADA and agrees to indemnify and hold Denver Commercial Property Services (DCPS) harmless from and against any and all liability, claims, damages, or expenses, including attorneys' fees, relating in any way to ADA requirements or issues at the property. DCPS recommends that the customer hire a certified ADA consultant for property evaluation and recommendation to comply with Federal, State, or Local laws.

Scope of Work

SOW Map



Link to Interactive SiteFotos Map: <https://www.sitefotos.com/vpics/guestmapdev?z2e1r0>

Site Photos of Existing Conditions

Areas for Concrete Repair



OVERVIEW

IMPROVE THE APPEARANCE OF YOUR PARKING LOT, MAXIMIZE THE LIFE OF YOUR ASPHALT AND CONCRETE, AND REDUCE YOUR OPERATING AND CAPITAL SPEND OVER THE LONG-TERM

WHY US?



MANAGERIAL STRENGTH AND SUPPORT

- Tenured management.
- Properly incentivized team with compensation tied to customer satisfaction.



WE SELF-PERFORM ALL WORK

- We are better able to control quality and price because we self-perform all asphalt work. Our asphalt team members are employees of DCPS; we don't rely on subcontractors like many competitors do.



NEW STATE OF THE ART EQUIPMENT

- Our fleet is less than five years old. Our advanced equipment produces the highest quality and consistency of results. We invested in all new equipment including milling machines and pavers. Our pavers use Moba 2D digital leveling and grade slope controls that eliminate the human inconsistency factor.



RELIABLE COMMUNICATION

- We document each project with photos and descriptive reports. We can send daily reports that let you track progress and share the information with your key stakeholders (tenants, owners, residents, etc).

ASPHALT & CONCRETE



(720) 998-1893
travis.power@denvercps.com

ASPHALT & CONCRETE

OUR INDEPENDENTLY OPERATED DIVISIONS

Serving over 1,100 commercial properties across Colorado

ASPHALT & CONCRETE

Repairs
Maintenance
Installation

PAINT & CONSTRUCTION

Stucco & Stone
Siding
Painting & Drywall

SNOW & SWEEPING

Snow Removal
Ice Management
Sweeping

WATERPROOFING

Traffic Coatings
Specialty Coatings
Sealants & Restoration

FOLIAGE & HOLIDAY

Foliage Design
Holiday Décor
Botanical Art Forms

JANITORIAL

Commercial Cleaning
Carpet & Floor Care
LEED/Green Cleaning

LANDSCAPING

Maintenance
Plant Health Care
Irrigation



OVERVIEW

Proudly Serving Commercial Properties Across Colorado



LOCALLY OWNED

Owners actively leading day-to-day operations.



CUSTOMIZED SITE-SPECIFIC STRATEGY

Advanced solutions based on our extensive experience.



PROJECT REPORTS

Extensive photographic reports documenting the work performed for the client's record.



GREAT PLACE TO WORK

We received the "Great Place to Work" award in 2020.



ALL NEW EQUIPMENT

With features that eliminate the human inconsistency factor.



SELF PERFORM ALL ASPHALT WORK

We don't use sub contractors and therefore can control quality of work.

OUR PROVEN APPROACH

ON SITE OBSERVATION

Our 20+ year asphalt industry veterans are available to accompany you on-site to discuss your key issues and concerns. We will perform a complete property walk through, taking photos and detailed notes to assess the condition and safety of the asphalt and concrete on your property.

GENERATE PROPOSAL

We will create a custom proposal for your property needs. This will include photos, detailed notes of our assessment, and comprehensive recommendations.

CUSTOMIZED WORK PLAN

Before we start your project, we develop a custom work schedule detailing what times work will be performed to minimize tenant and customer disruptions at your property. Once we begin, We will send a daily progress report detailing updates and the work performed on your property.

ALL SERVICES

- Asphalt Paving
- Asphalt Patching
- Asphalt Striping
- Sealcoating
- Crack Sealing
- Maintenance
- Grading
- Installation
- Curbs & Gutters
- Sidewalks
- Drain Pans
- ADA Ramps

DCPS OWNED EQUIPMENT

- Roadtec RX-600e Milling Machine (7' width)
- Roadtec 195e Paver with GPS grade control
- Carlson CP 100 Paver (8'6" to 15' wide)
- CASE skid-steers with 24" milling heads
- CAT PM312 Milling Machine
- 3 tandem smooth drum vibratory rollers
- Tymco Sweeper Truck
- Crack seal and sealcoating equipment
- Parking lot striping equipment

Asphalt

MILLING & OVERLAY

An asphalt Mill & Overlay can be ideal if the foundation of your existing pavement is in good condition. Our first step is to remove the top layer of asphalt (2 to 4") with our milling machine. After the top layer is removed, we clean the surface, apply tack and apply a new top layer of asphalt.

Benefits of Asphalt Overlays:

- Adds structural strength
- Can improve drainage
- Less expensive than complete Remove & Replace
- Re-establishes proper grade and smooth surface
- Returns damaged pavement to near original condition

CONVENTIONAL PATCHING

Large damaged areas require conventional patching or Removal & Replacement of asphalt.

DCPS Will:

- Mill 2-4" deep in the existing asphalt
- Clean the area of debris and applying tack coat to the existing surface to ensure proper adhesion
- Apply new asphalt over tack coat, compact it with a roller
- Blend the edges for a seamless surface

Benefits of Conventional Patching

- Process can be done mostly year round
- Long lasting solution
- Can restore proper drainage



CRACK SEALING

Sealing cracks as soon as they happen is crucial to extending the life of asphalt.

- When moisture seeps through cracks, it creates much bigger and deeper problems.
- Moisture, and freeze thaw cycles, will accelerate the failure of asphalt.
- Vegetation can grow in cracks and the plant's roots can heave and crack the pavement.
- The type of repair depends on the type of crack; naturally occurring cracks often require only basic asphalt crack sealer.
- Larger or wider cracks and potholes need to be assessed or repaired prior to crack sealing.

SEALCOATING

Left untreated, asphalt pavement will deteriorate rapidly.

- The asphalt binder that holds the pavement together begins to weather and oxidize soon after installation.
- The asphalt loses flexibility and small cracks start to develop.
- Moisture penetrates the asphalt causing damage and deterioration.
- Application should be done every 3 years as part of your maintenance program.
- Sealcoating fills surface voids, acts to help waterproof the asphalt, and minimize the rate that water can penetrate. This is important in places like Colorado where water can freeze and further harm pavement. It also increases your pavement's flexibility.

Concrete

NEW INSTALLATIONS AND REPAIR & REPLACE

- Concrete offers a longer life span and lower maintenance costs, however, the initial investment is significantly higher than asphalt. Proper maintenance requires regular joint sealing and annual cleaning.
- Concrete is used for high water flow areas such as drains, v-pans, gutters and curbs.
- High traffic areas such as truck docks and dumpster enclosures should be constructed with concrete due to weight requirements and heavy vehicle wear & tear.

OUR TEAM

Local Active Ownership

WE ARE LOCALLY OWNED AND OPERATED



TRAVIS POWER DIVISION MANAGER | 20 YEARS OF EXPERIENCE

e. travis.power@denvercps.com p. 720-998-1893



JESUS MORENO SUPERINTENDENT | 25 YEARS OF EXPERIENCE

e. jesus.moreno@denvercps.com p. 303-547-2784



CRAIG BEHNKE CONTROLLER | 25 YEARS OF EXPERIENCE

e. craig.behnke@denvercps.com p. 303-809-4875



CHRIS BERVERT ESTIMATOR | 2 YEARS OF EXPERIENCE

e. chris.bervert@denvercps.com p. 785-213-1745



COLIN TAYLOR PROJECT MANAGER

e. colin.taylor@denvercps.com p. 303-249-0620

SERVING PROPERTIES. FACILITATING SUCCESS.

(720) 998-1893

travis.power@denvercps.com

www.denvercps.com



**ASPHALT
& CONCRETE**

Budget and Finance Committee
Date: May 16, 2022

Motion: Recommend the Building 220 Hot Water Recirculation Project

Project Cost: \$39,000

Based on the recommendation of the Maintenance Committee, I move that the Budget and Finance Committee recommends that the Heather Gardens Association Board of Directors approve moving forward with the Building 220 hot water recirculation project. The project cost is \$36,000 with a change order of \$3,000, for a total project cost of \$39,000. The project is to be completed by the HG in-house Special Project Team with specialized work to be completed by HG's preferred provider as needed. The budgeted amount is \$39,000.

Motion made by:	
Seconded by:	

Outcome of Vote:	
For:	
Against:	
Absent/Abstaining:	
Notes:	

Rationale/Notes: See attached the Request for Capital Expenditure and accompanying material, including a breakdown of estimated costs.

HEATHER GARDENS ASSOCIATION REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Building 220 Hot Water Recirculation Project

DEPT: Maintenance

DATE: April 19, 2022

BUDGET	Budget Amount:	\$ 39,000	Contract Amount:	\$36,000
Year: 2022	Expended YTD:	\$ 0.00	Change Order Res.:	\$3,000
Tab: 3	Unexpended Balance:	\$ 0.00	Total Project Cost:	\$39,000
Page: 52			Add. Funds Requested:	

DESCRIPTION: This project is to plumb recirculation lines at Building 220 to create almost instant hot water circulation at all unit bathroom valves. Although most of the project will be completed by our in-house Special Project team a few specialized contractors will be needed to perform; ground penetrating radar, asbestos testing, asbestos abatement, drywall patching and painting. Specialized work will be completed by HGA preferred vendors.

JUSTIFICATION: (Attach backup material as required.)

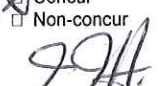
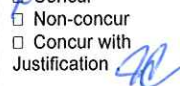
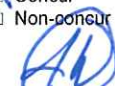
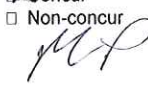
Eight of the Summerset Buildings were originally built with 12 of the 72 units, receiving recirculation lines: Buildings 213, 214, 215, 216, 217, 218, 219 and 220. At the time of construction these 12 units at each building were the only units to receive instant hot water at the bathroom valves, the remaining 60 units did not. Between 2015 and 2019 Buildings 213, 214, 215, 216, 217, 218, 219 were all upgraded with recirculation lines. Buildings 220 and 217 are the only two buildings remaining to receive this plumbing upgrade. The recirculation projects in Buildings 213, 214, 215, 216, 218 and 219 have all been completed successfully using our HGA Special Projects Team to complete most of the work while hiring outside contractors to perform specialized components. By completing this project all unit bathroom fixtures with hot water will receive almost immediate hot water, eliminating the need to purge large amounts of water before hot water reaches the bathroom valves. This will not only reduce water consumption costs, but it will also help lower the number of return line leaks, by spreading out water flow back to the water heaters from all stacks, not just the two currently plumbed in. This will create a hot water recirculation, which will in turn provide almost instant hot water in all unit bathroom valves, saving water usage and convenience to residents.

BID COMPARISON: (If required, summarize, or attach separate schedule.)

HGA Maintenance plans on completing this work in-house by utilizing our Special Projects team and hiring HGA preferred outside contractors to complete specialized components of the project. In 2015 Bell Plumbing provided a quote to do this work for \$50,000, excluding post tension cable location, concrete hole coring or drywall repair. HGA Maintenance and preferred vendors have been successful at completing recirculation line projects at six of the 6-story buildings at a substantial savings to the association.

RECOMMENDATION:

HGA Maintenance recommends the HGA Board of Directors approve to move forward with Building 220's Recirculation Project. This project is estimated at \$36,000 to cover the cost of materials and outside contractors to perform specialized work. A change order reserve of \$3,000 has been added to cover unforeseen cost. This project is not to exceed \$39,000 without prior HGA Board approval.

1. Dept. Head	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

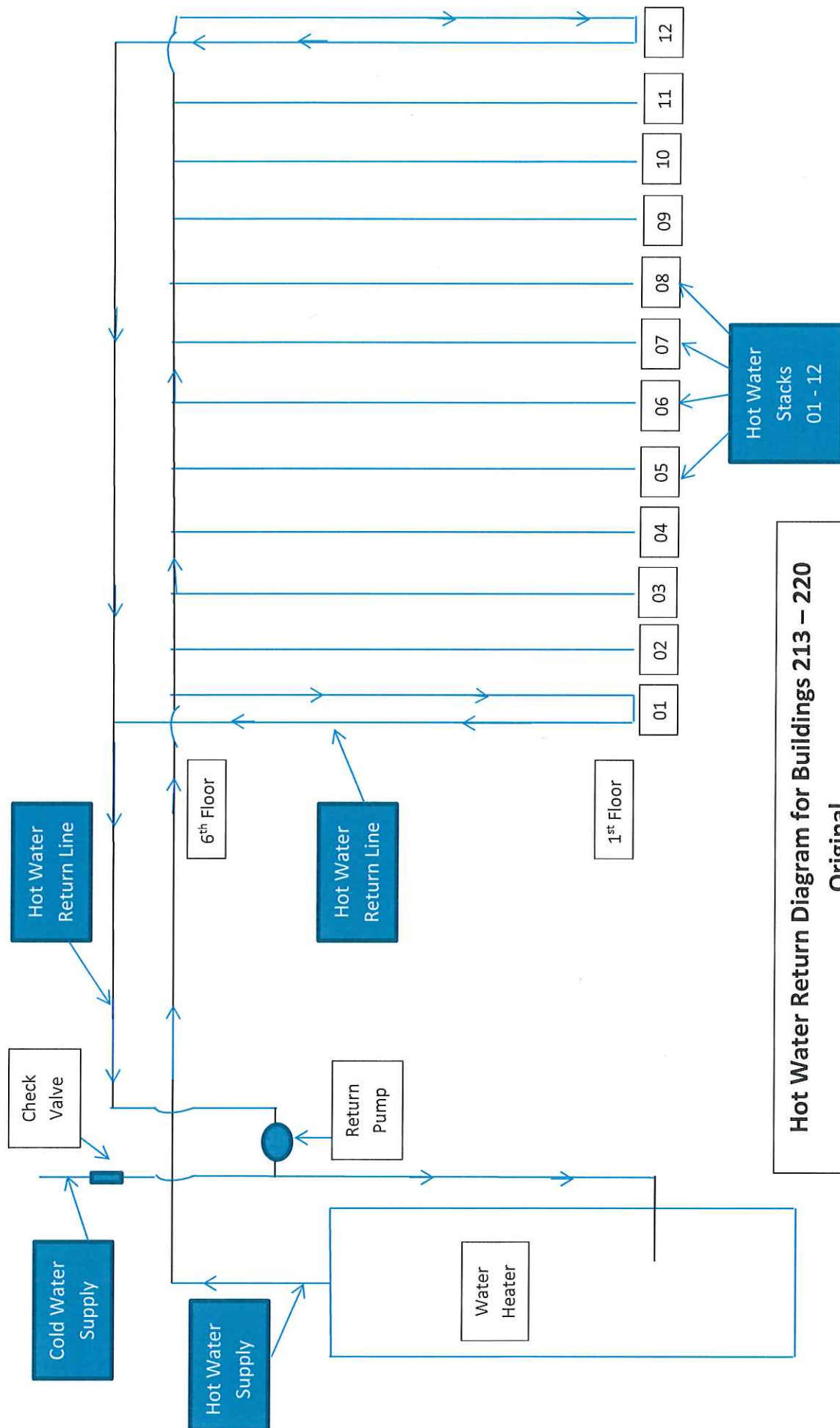
Check: Concur, Non-concur or Concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
All Items require Block 1, 2 (when needed), and 3 through 8 completed.

Building 220 Recirculation 2022 Capital Reserve Project

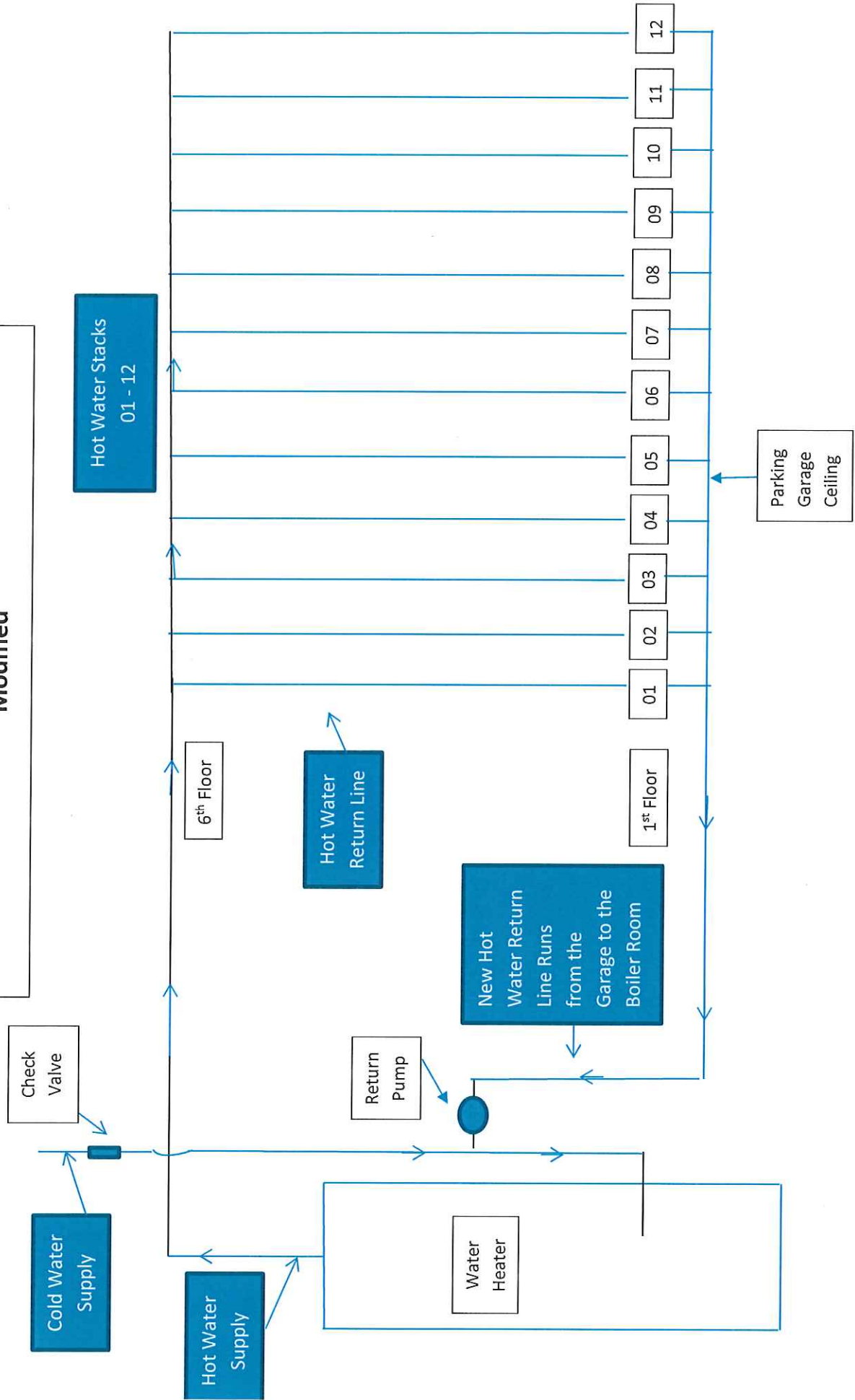
Budget of \$39,000

B220 Recirculation Project	Budget Estimate	Total to Date	Notes
Complete Abatement - Asbestos	\$7,000.00		
Ground Penetrating Radar	\$2,000.00		
DS Consulting - Asbestos Testing	\$3,000.00		
Plumbing Parts	\$5,000.00		
Les The Patch Guy - Drywall Repair	\$15,500.00		
Floor Tile	\$3,500.00		
Unforeseen repairs & parts	\$3,000.00		
Total Project	\$39,000.00	0	



Hot Water Return Diagram for Buildings 213 - 220
Original

Hot Water Return Diagram for Buildings 213 – 220 Modified



Budget and Finance Committee
Date: May 16, 2022

Motion: Recommend painting the exterior of the Clubhouse, Rendezvous Restaurant, and Golf clubhouse

Project Cost: \$44,275

I move that the Budget and Finance Committee recommends that the Heather Gardens Metropolitan District Board of Directors approve the contract with HG's preferred vendor Denver Commercial Coating to paint the exterior of the Clubhouse, Rendezvous Restaurant, and Golf Clubhouse. The contract amount is \$38,500 with a 15% change order in the amount of \$5,775 for a total cost of \$44,275. This is under the budgeted amount of \$52,672.

Motion made by:	
Seconded by:	

Outcome of Vote:	
For:	
Against:	
Absent/Abstaining:	
Notes:	

Rationale/Notes: See the attached request for Capital Expenditure and accompanying bids.

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Paint the Exterior of Clubhouse, Rendezvous Restaurant, and Golf Clubhouse.

DEPT: Contracts

DATE: 4/18/22

BUDGET	Budget Amount: \$	52,672	Contract Amount: \$	38,500
Year: 2022	Expended YTD: \$		Change Order Res.: \$	5,775
Tab: _____	Unexp. Balance: \$		Total Project Cost: \$	44,275
Pg: _____			Add. Funds Request: \$	

DESCRIPTION: This project is to paint the exterior of the HG Clubhouse, Rendezvous Restaurant, and Golf Clubhouse per the attached Sherwin Williams Paint Specifications. The project includes repairing, re-attaching, and caulking all damaged cement board siding where gaps are shown. The vendor will also pressure wash all dirt and debris, scrape loose/ peeling coating to hard edge, spot prime bare surfaces before applying Sherwin Williams Super Paint Exterior Satin Finish Acrylic to all siding, trim and soffits. This project also includes applying a finish coat of Sherwin Williams Shercryl Semi-Gloss to all previously painted metal doors and railings.

JUSTIFICATION: (Attach backup material as required)

Periodic building paint is necessary to maintain the exterior aesthetics of the building as well as provide protection from the elements. The HG clubhouse was last painted in 2012 when construction of the clubhouse was completed. The industry standard is to paint buildings every 10 years.

BID COMPARISON: (If required, summarize or attach separate schedule.)

Denver Commercial Property Services: \$35,855.66
 Denver Commercial Coatings: \$38,500.00
 Platte Capital Projects: \$68,865.00

RECOMMENDATION:

The recommendation is to contract with Heather Gardens preferred vendor Denver Commercial Coatings to paint the exterior of the HG Clubhouse, Rendezvous Restaurant, and Golf Clubhouse per the attached specifications provided by Sherwin Williams. The contract amount for this project is Thirty-Eight Thousand Five-Hundred Dollars and Zero Cents (\$38,500). The HG Contracts Department has added a 15% change order reserve in the amount of Five-Thousand Seven-Hundred and Seventy-Five Dollars (\$5,775) to cover the cost of unforeseen added work necessary to complete the project. This project is not to exceed Forty-Four Thousand Two Hundred and Seventy-Five Dollars without prior HGMD Board approval.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check concur, non-concur or concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
 All Items require Block 1, 2 (when needed), and 3 through 8 completed.

WORK ORDER CONTRACT

HEATHER GARDENS METROPOLITAN DISTRICT

1. **CONTRACTOR.** The Heather Gardens Metropolitan District (the "District") hereby retains **Denver Commercial Coatings, Inc (DCC)** (the "Contractor") to perform the Work (as defined in paragraph 3) for the District. 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 TBD or when otherwise advised by the District. The Contractor shall complete all the Work by TBD.

3. **SCOPE OF WORK.** The "Work" contracted for pursuant to this Work Order shall consist of the following: This project is to paint the exterior of the HG Clubhouse, Rendezvous Restaurant and Golf Clubhouse per the attached Sherwin Williams Paint Specification. The project includes repairing, re-attaching, and caulking all damaged cement board siding where gaps and damage are shown. DCC will also pressure wash all dirt and debris, scrape loose/ peeling coating to hard edge, spot prime bare surfaces before applying specified Sherwin Williams Super Paint Exterior Satin Finish Acrylic to all siding, trim and soffits. DCC will also apply a finish coat of Sherwin Williams Shercryl Semi-Gloss to all previously painted metal doors and railings.

Or check here if a scope of work is attached to this Work Order and incorporated herein by this reference.

In performing the Work the Contractor shall: (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 and (c) warrant the Work for one year after completion of the Work, as applicable.

4. **COMPENSATION.** The Contractor shall be paid an amount not to exceed **\$38,500** by the District for Work satisfactorily performed either (a) on a **30% payment at commencement of work, additional 30% when the project hits the 50% completion mark, another 30% when the project hits the 90% completion mark and the remaining 10% balance will be paid upon 100% project completion.** or (b) in a lump sum upon completion [**Check (a) or (b)**]. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. 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 Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly.

5. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, 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 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 or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder or 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 of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.

6. **INSURANCE.** The Contractor shall secure and maintain for the term of this Work Order 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.

7. **ILLEGAL ALIENS.** As applicable, the provisions of Sections 8-17.5-101 *et seq.*, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the Contractor accordingly. Prior to the execution of this Work Order the Contractor shall complete the certification to the District attached hereto as **Exhibit A** and incorporated herein by this reference. If the Contractor participates in the Department Program the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Work Order, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide the District a written, notarized copy of the affirmation, similar to **Exhibit B** attached hereto and incorporated herein by this reference.

8. **CONFIDENTIALITY.** During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not to use or disclose to anyone, except as required in the performance of this Work Order 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 Work Order or accessed by the Contractor as a result of this Work Order. 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 Work Order.

9. **MISCELLANEOUS.**

A. **Subject to Annual Budget and Appropriation/Governmental Immunity.** 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 Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order or in any actions taken by the District pursuant to this Work Order shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act.

B. **Integration/Modification/Assignment/Termination.** This Work Order 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 Work Order shall be valid or binding. This Work Order 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 Work Order 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 Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order 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.

C. **Severability/Non-Waiver/Governing Law and Venue.** The invalidity or unenforceability of any portion or previous version of this Work Order shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Work Order and the balance of this Work Order shall be construed and enforced as if this Work Order did not contain such invalid or unenforceable portion or provisions. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. This Work Order 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 in the state courts of the State of Colorado.

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

DISTRICT:

By: _____
Its: _____
Date: _____

CONTRACTOR:

Denver Commercial Coatings, Inc

By: _____
Its: _____
Date: _____

EXHIBIT A

Certification Regarding Illegal Aliens

I, _____, as _____ of Denver Commercial Coatings, Inc., the prospective "Contractor" for that certain contract for services to be entered into with the District, do hereby certify on behalf of said Contractor that, as of the date of this certification, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Work Order and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Work Order.

CONTRACTOR:

Denver Commercial Coatings, Inc

By: _____

Its: _____

Date: _____



SHERWIN-WILLIAMS.

Paint Specification

Heather Gardens Clubhouse Exterior

Prepared For:
Don O'Gorman
Heather Gardens
don.ogorman@heathergardensmail.com

Presented By:
Sincerely,

Tyler Christy
Sherwin-Williams Sales
Senior Representative

(720) 982-9852
tyler.r.christy@sherwin.com



March 10, 2022



Exterior Repaint

Previously Painted Hardie Siding

Caulking: W30000010 - White Lightning Pristine

Notes: Trim to siding, Hardie siding butt joints do not have the Hardie flashing underneath. Per the old Hardie spec for non flashed butt joints these need caulked.

Finish Paint: A89W01151 - SuperPaint® Exterior Latex Satin

Previously Painted Soffits/Panels

Finish Paint: A89W01151 - SuperPaint® Exterior Latex Satin

Previously Painted Metal Doors & Rails

Primer: B66W01310 - Pro Industrial ProCryl Primer

Finish: B66W00351 - Sher-Cryl HPA High Performance Acrylic Semi-Gloss Coating



Hardie:Hardie Butt joints per their old specification required these joints to be caulked. There is evidence that these were previously caulked and the caulking has failed. The new spec for Hardie asks for these to be flashed behind them, there is no flashing behind them currently, only the tyvek paper. I would recommend defaulting to the Hardie mfg old spec to keep these caulked.



Rust present on rails needs abraded and grinded to remove rust per SSPC-SP3 prior to applying specified primer



Do not paint any prefinished metal flashing or gutters/downspouts.

**WHITE
LIGHTNING®**



PRISTINE™

Premium Acrylic Sealant

White Lightning® Pristine™ is a premium acrylic sealant with a stay-clean formula that resists dirt and stains. It has excellent mold and mildew resistance upon curing. White Lightning Pristine prevents flashing when painted after one hour. For use on: wood, metal, concrete, brick, plaster, glass, masonry, drywall, ceramic tile and most exterior substrates.

- Stay-Clean Formula
- Resists dirt and stains
- Excellent mold and mildew resistance
- Prevents flashing when painted
- Paintable in 1 hour



WATERPROOF



PAINTABLE



INTERIOR/
EXTERIOR



PART #	UPC	COLOR	SIZE
W310000010	0-23275-004214	White	10 fl. oz.

WHITE

**WHITE
LIGHTNING®**

PRISTINE™

**PREMIUM
ACRYLIC
SEALANT**

*Stay-Clean
Formula*

- Resists dirt and stains
- Prevents flashing when painted
- Excellent mold and mildew resistance on cured sealant
- Paintable in 1 hour



WATERPROOF



PAINTABLE



INTERIOR/
EXTERIOR

ASTM C-920,
Class 25

10 FL. OZ. (295 mL)



APPLY desired color with primer after sealant has cured. LIMITED product excluded either to reduce or complete see the full CR code. VOC content box on packaging. CONTAIN Use with any window needs during the you are finished with all protection have the eyes and using the sealant after PRISTINE flash to amount additional sealant. Cures to or 10 WORK chemical. California defects harm. INTERNAL RESISTANCE VOC content 23 g per 100 g. Make a list of Federal and de labels.

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PRISTINE™

Premium Acrylic Sealant

Physical Properties:

Type: Acrylic

Color: White

Shelf Life: 24 months

Flash Point: n/a (water-based)

Flammability: n/a (water-based)

Full Cure Time: 5-7 days at 75 °F

Tack-Free Time: 25 minutes at 75 °F

Application Temperature: Above 40 °F

Service Temperature: -30 °F to 140 °F

Vehicle: Water

Solids by Weight: 75.9% +/-0.2%

Weight/Gallon: 12.0 +/- 0.7

Paintable: Yes

Primers: Not Required

Mildew Resistance: Excellent

Water Resistant: Good

Odor: Low

Shrinkage: Low

Performance Data:

Joint Size: 1/8" x 1/8" to 1/2" x 1/2"

Freeze/Thaw Stability: Passes through 5 Cycles

Cleanup: Water; promptly clean tools and excess sealant with water or damp cloth

Flexibility: Excellent; 50% Total Joint Movement

Linear Coverage: 10 oz. cartridge 24 ft. at 1/4" wide by 1/4" deep bead

Painting: A minimum of 1 hour dry time is required before painting with latex or oil-based paint. Allow extra dry time during periods of high humidity and/or cool temperatures.

ASTM:

Meets performance requirements of ASTM C-920, Class 25.

White Lightning® Pristine™ has achieved GREENGUARD Gold Certification.

Application:

1. Remove all existing caulk.
2. Clean thoroughly to remove all loose material, grease, dirt, oil, wax, loose paint, dust and soap film.
3. Remove mold/mildew with bleach (4:1 mix, water to bleach) and detergent that does not contain ammonia. Rinse surfaces and allow to dry.

10 oz. Cartridge

- Cut cartridge tip at a 45° angle.
- Load cartridge into caulk gun.
- Squeeze trigger to start flow of caulk and work caulk into joint.
- Smooth caulk with proper tool.

Cleanup:

Water; promptly clean tools and excess sealant with water or a damp cloth.

Cautions:

See SDS.

Limitations:

For best results, apply at temperatures above 40 °F and allow 24 hours to cure before exposing to moisture. Do not apply to frozen or frost-covered surfaces. Not for use below grade, on aquariums or for marine use below the water line.

LIMITED WARRANTY:

This warranty is made to you, the property owner purchaser, and is only transferable by a contractor, if the contractor purchased and applied the product to the property for you. If the product fails to perform in accordance with applicable product literature for as long as you own the property, White Lightning shall, either replace an equivalent quantity of product free of charge or refund the original purchase price upon presentation of proof of purchase. For a replacement or a refund please visit the store where the product was purchased or contact customer service at 1-800-241-5295. This warranty shall not apply to any defect, damage or product failure resulting from improper surface preparation, structural defects, environmental damage, failure of a previous product, deterioration or defect in the underlying substrate, or improper application of the product. Your exclusive remedy, and White Lightning's sole liability under this warranty is the replacement of product or refund by White Lightning and does not include labor or costs associated with the application or removal of any product. **IN NO EVENT SHALL WHITE LIGHTNING BE LIABLE FOR ANY TYPE OF INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES WHETHER OR NOT PURCHASER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO A ONE-YEAR PERIOD FROM THE DATE OF PURCHASE.** Some states do not allow limitations on how long an implied warranty lasts or limitations on incidental or consequential damages, so portions of the limitations above might not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. wlcaulk.com

For more information, please call or write:

White Lightning Products 101 W Prospect Ave., Cleveland, OH 44115

1-800-241-5295 Option 1 Customer Service • 1-800-241-5295 Option 2 Technical Service

wlcaulk.com

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WL45

SuperPaint®

Exterior Latex Satin

A89W01151


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

SuperPaint Exterior Latex, with resistance to early dirt pick up, provides outstanding performance on properly prepared aluminum and vinyl siding, wood, hardboard, masonry, cement, brick, block, stucco, and metal down to a surface and air temperature of 35°F.

VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.

Color: Most Colors

Coverage: 350-400 sq. ft. per gallon
@ 4 mils wet; 1.5 mils dry

Drying Time, @ 50% RH:

	@ 35-45°F	@ 45°F +
Touch:	2 hours	2 hours
Recoat:	24-48 hours	4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 10-20 units @ 60°

Tinting with CCE only:

Base:	oz per gallon	Strength:
Extra White	0-6	SherColor

Extra White A89W01151
(may vary by color)

VOC (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 38 ± 2%

Weight Solids: 49 ± 2%

Weight per Gallon: 10.19 lbs

Flash Point: N/A

Vehicle Type: 100% Acrylic

Shelf Life: 36 months unopened

WVP Perms (US) 26.14 grains/(hr ft² in Hg)

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 03/24/2020, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N/A
LEED® v4 & v4.1 VOC	Yes
EPD-NSF® Certified	N/A
MIR-Manufacturer Inventory	N/A
MPI®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush:

Use a nylon-polyester brush.

Roller:

Use a high quality 3/8-3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide.

Spray—Airless

Pressure 2000 p.s.i.

Tip .015-.019 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection.

SPECIFICATIONS

SuperPaint Exterior Latex can be self-priming when used directly over existing coatings, or bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.

Use on these properly prepared surfaces:

Aluminum & Aluminum Siding¹,

Galvanized Steel¹

2 coats SuperPaint Exterior Latex

Concrete Block, CMU, Split face Block

1 coat Loxon Acrylic Block Surfacers

2 coats SuperPaint Exterior Latex

Brick, Stucco, Cement, Concrete

1 coat Loxon Concrete and Masonry Primer³
or

Loxon Conditioner²

2 coats SuperPaint Exterior Latex

Cement Composition Siding/Panels

1 coat Loxon Concrete and Masonry Primer³
or

Loxon Conditioner²

2 coats SuperPaint Exterior Latex

Plywood

1 coat Exterior Latex Primer

2 coats SuperPaint Exterior Latex

***Vinyl Siding**

2 coats SuperPaint Exterior Latex

Wood (Cedar, Redwood)⁴

1 coat Exterior Oil-Based Wood Primer⁴

2 coats SuperPaint Exterior Latex

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

³ Not for use at temperatures under 40°F. See specific primer label for that product's application conditions.

⁴ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Other primers may be appropriate. Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SuperPaint®

Exterior Latex Satin

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding/Panels:

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.

Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Masonry, Concrete, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. Concrete masonry units (CMU) - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Wood, Plywood, Composition Board:

Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.

Steel:

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco:

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

***Vinyl or other PVC Building Products:**

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

CAUTIONS

For Exterior use only
Protect from freezing.
Non-photochemically reactive.

Not for use on floors.

Before using, carefully read **CAUTIONS on label**

ZINC: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

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CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

Pro Industrial™ Pro-Cryl® Universal Primer

B66-1300 Series


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

Pro Industrial Pro-Cryl® Universal Primer is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and was designed for both construction and maintenance applications. It can be used as a primer under water-based or solvent-based high performance topcoats.

Features:

- Rust inhibitive, corrosion resistant
- Single component
- Early moisture resistant
- Fast dry
- Lower temperature application 40°F
- Interior and exterior use
- Suitable for use in USDA inspected facilities

For use on properly prepared:

Steel, Galvanized & Aluminum, wood

Finish: Low Sheen

Color: Off White, Medium Grey, and Red Oxide

Recommended Spreading Rate per coat:

Wet mils: 5.0-10.0
Dry mils: 1.9-3.8
Coverage: 160-320 sq. ft. per gallon

Theoretical Coverage: 609 sq. ft. per gallon
@ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@40°F	@77°F	@120°F
To touch	2 hours	40 minutes	20 minutes
Tack free	8 hours	2 hours	1 hour
To recoat	16 hours	4 hours	2 hours

Tinting: DO NOT TINT

Off White B66W01310

(may vary by base)

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 38 ± 2%

Weight Solids: 49 ± 2%

Weight per Gallon: 10.09 lb

Flash Point: N/A

Shelf Life: 36 months, unopened

COMPLIANCE

As of 10/11/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	Yes
MPI®	Yes

APPLICATION

Temperature:
minimum 40°F
maximum 120°F
air, surface, and material
At least 5°F above dew point

Relative humidity: 85% maximum
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

Airless Spray:
Pressure 2000 p.s.i.
Hose 1/4 inch I.D.
Tip .015 - .019 inch
Filter 60 mesh

Conventional Spray:
Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63 PB
Atomization Pressure 60 p.s.i.
Fluid Pressure 25 p.s.i.

Reduction: as needed up to 5 % by volume
Brush Nylon-polyester
Roller Cover 3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. For best results on rusty surfaces, always apply first coat by brush. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

No painting should be done immediately after a rain or during foggy weather.

For optimal performance, this primer should be topcoated.

For exterior exposure, this primer should be topcoated within 14 days. If 14 days is exceeded remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Finish with appropriate topcoat.

SPECIFICATIONS

Acceptable Water Based topcoats:

1-2 coats Pro Industrial Acrylic Coating or Pro Industrial Acrylic Dryfall
Pro Industrial DTM Acrylic
Pro Industrial Multi-Surface Acrylic
Pro Industrial Pre-Catalyzed Epoxy
Pro Industrial Pre-Catalyzed Urethane
Pro Industrial Water Based Acrolon 100
Pro Industrial Water Base Alkyd Urethane
Pro Industrial Water Based Catalyzed Epoxy
Sherwin-Williams Architectural Coatings

Acceptable Solvent Based topcoats:

Pro Industrial High Performance Epoxy
Pro Industrial Series
Industrial Enamels
Steel Master 9500 Silicone Alkyd
Tile-Clad HS Epoxy
Water Based Catalyzed Epoxy

The finishes listed above are representative of the product's use, other finishes may be appropriate.

Pro Industrial™ Pro-Cryl® Universal Primer

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Prime the area the same day as cleaned. Self priming

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Self priming.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Self priming.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Wood - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

SURFACE PREPARATION

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

PERFORMANCE

System Tested: (unless otherwise indicated)

Substrate: Steel
Surface Preparation: SSPC-SP10
Finish: 1 coat Pro Industrial Pro-Cryl Off White
1 coat Pro Industrial Acrylic Coating

Adhesion:
Method: ASTM D4541
Result: 500 p.s.i.

Corrosion Weathering:
Method: ASTM D5894, 10 cycles,
3360 hours
Result: Passes

Direct Impact Resistance:
Method: ASTM D2794
Result: greater than 140 inch lb.

Dry Heat Resistance:
Method: ASTM D2485
Result: 200°F

Flexibility:
Method: ASTM D522, 180° bend,
1/4 inch mandrel
Result: Passes

Moisture Condensation Resistance:
Method: ASTM D4585, 100°F,
1250 hours
Result: Passes

Pencil Hardness:
Method: ASTM D3363
Result: B

Salt Fog Resistance:
Method: ASTM B117, 1250 hours
Result: Passes

Provides performance comparable to products formulated in Lieu of federal specification: AA50557 and Paint Specification: SSPC-Paint 23.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use. **FOR PROFESSIONAL USE ONLY.**

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

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FRC			

Sher-Cryl™ HPA

High Performance Acrylic

B66-300 Series Gloss, B66-350 Series Semi-Gloss


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

SHER-CRYL HPA is a higher performing ambient cured, one component acrylic coating with excellent performance properties.

Features:

- Chemical Resistant
- Outstanding humidity resistance
- Outstanding application characteristics
- Flash rust-early rust resistant
- Corrosion resistant
- Fast dry
- Suitable for use in USDA inspected facilities

Recommended for use in:

- Buildings & Warehouses
- Equipment & Machinery
- Storage Tanks & Piping & Structural Steel
- Manufacturing Facilities & New Construction
- Interior or Exterior

For use on properly prepared:

Steel, Galvanized & Aluminum, Concrete and Masonry, Wood, Previously Painted & Zinc rich primers

Finish: 80°+@60° Gloss

35-45°@60° Semi-Gloss

Color: Most colors

Recommended Spreading Rate per coat:

Extra White B66W00311 (may vary by base)

Wet mils: 6.0-10.0

Dry mils: 2.0-3.3

Coverage: 160-264 sq.ft. per gallon

Theoretical Coverage: 529 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@110°F
To touch	1 hour	30 minutes	5 minutes
To handle	8 hours	5 hour	15 minutes
To recoat	8 hours	5 hour	15 minutes
To cure	30 days	30 days	30 days

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-4	SherColor
Ultra-deep base	10-12	SherColor

Extra White B66W00311

(may vary by base)

V.O.C. (less exempt solvents): As mixed
239 grams per litre; 1.99 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 33 ± 2%

Weight Solids: 42 ± 2%

Weight per Gallon: 9.44 lb

Flash Point: N/A

Vehicle Type: Acrylic

Shelf Life: 36 months, unopened

COMPLIANCE

As of 04/09/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	No
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Product Lens Certified	No
MPI-(Gloss)	Yes

APPLICATION

Temperature: air, surface, and material
minimum 50°F / 10°C
maximum 120°F / 49°C

At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water
R8K10 - WB Hot Weather Reducer up to 10%

Airless Spray:

Pressure 1500 p.s.i.

Hose 1/4 inch I.D.

Tip .017 - .021 inch

Filter 60 mesh

Conventional Spray:

Gun Binks 95

Fluid Nozzle 66

Air Nozzle 63 PB

Atomization Pressure 50 p.s.i.

Fluid Pressure 15-20 p.s.i.

Reduction: As needed up to 12.5% by volume

Brush Nylon-polyester

Roller Cover 3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness

and spreading rate as indicated on front page.

Application of coating above maximum or below

minimum recommended spreading rate may

adversely affect coating performance. Spreading

rates are calculated on volume solids and do not

include an application loss factor due to surface

profile, roughness, or porosity of the surface,

skill, and technique of the applicator, method of

application, various surface irregularities, material

lost during mixing, spillage, over thinning, climatic

conditions, and excessive film build.

Application temperature above 95°F (35°C) may

cause dry spray, uneven sheen, and poor adhesion.

Application temperature below 50°F (10°C) may

cause poor adhesion and lengthen the drying and

curing time.

Mix paint thoroughly to a uniform consistency with

slow speed power agitation prior to use.

Stripe coat crevices, welds, and sharp angles to

prevent early failure in these areas.

When using spray application, use a 50% overlap

with each pass of the gun to avoid holidays, bare

areas, and pinholes. If necessary, cross spray at a

right angle.

During the early stages of drying, the coating is

sensitive to rain, dew, high humidity and moisture

condensation. Plan painting schedules to avoid

these influences during the first 16-24 hours of

curing.

SPECIFICATIONS

Steel:

1 coat Pro Industrial Pro-Cryl Primer

or Pro Industrial DTM Primer/Finish

or Kem Bonds HS

or Zinc Clad XI

2 coats Sher-Cryl HPA

Aluminum:

2 coats Sher-Cryl HPA

Aluminum:

1 coat Pro Industrial Pro-Cryl Primer

2 coats Sher-Cryl HPA

Concrete Block (CMU):

1 coat Pro Industrial Heavy Duty Blockfiller

or Loxon Acrylic Block Surfacer

2 coats Sher-Cryl HPA

Concrete-Masonry:

1 coat Loxon Concrete & Masonry Primer

or Loxon Conditioner

2 coats Sher-Cryl HPA

Drywall:

1 coat ProMar 200 Zero V.O.C. Primer

2 coats Sher-Cryl HPA

Galvanizing:

2 coats Sher-Cryl HPA

Pre-Finished Siding: (Baked-on finishes)

1 coat DTM Bonding Primer

2 coats Sher-Cryl HPA

Previously Painted:

2 coats Sher-Cryl HPA

Wood, exterior:

1 coat Exterior Wood Primer

2 coats Sher-Cryl HPA

Wood, interior:

1 coat Premium Wall & Wood Primer

2 coats Sher-Cryl HPA

The systems listed above are representative of the product's use, other systems may be appropriate. Other primers may be appropriate.

Sher-Cryl™

High Performance Acrylic

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance. Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13-Nace 6-ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations. Primer required.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile.

SURFACE PREPARATION

Prefinished Siding (baked-on finishes)- Remove oil, grease, dirt, oxides, and other contaminants from the surface by cleaning per SSPC-SP1 or water blasting per NACE Standard RP-01-72. Always checks for compatibility of the previously painted surface with the new coating by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion. DTM Bonding Primer is required.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

Sher-Cryl HPA Gloss— 2 coats @ 3.0 mills D.F.T per coat
(unless otherwise noted)

Abrasion Resistance:
Method: ASTM D4060, CS17
Wheel, 1000 cycles, 1
kg load
Results: 59.1 mg loss

Adhesion:
Method: ASTM D4541
Results: 947 psi

Corrosion Weathering¹:
Method: ASTM D5894, 7 cycles
Results: Corrosion 8, Blistering 10

Direct Impact Resistance:
Method: ASTM D2794
Results: greater than 176 in. lb

Dry Heat Resistance:
Method: ASTM D2485 Method A
Results: 300°F/149°C

Flexibility:
Method: ASTM D522, 180° bend,
1/8" mandrel
Results: Pass

Humidity Resistance¹:
Method: ASTM D4585, 2186 hours
Results: Corrosion 10, Blistering 10

Pencil Hardness:
Method: ASTM D3363
Result: 4B

¹ 1 coat Sher-Cryl HPA over 1 coat Pro Industrial Pro-Cryl Universal Primer
Provides performance comparable to products in lieu of the Federal Specification: AA50570, and Paint Specification: SSPC-Paint 24.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, splatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW	04/09/2021	B66W00311	24 239
HOTW	04/09/2021	B66T00304	21 224
HOTW	04/09/2021	B66W00351	24 235
HOTW	04/09/2021	B66T00354	24 241
FRC			



Denver Commercial Coatings, Inc.

4/11/2022
Don O'Gorman
Heather Gardens

PROPOSAL

PROJECT: Heather Gardens Clubhouse Exterior Paint

Denver Commercial Coatings Inc. will provide all the necessary labor, equipment and material for the completion of preparing and painting of the above project.

AREAS INCLUDED: Main Clubhouse, Restaurant, Golf Clubhouse

- All cement board siding
- All trim boards
- All soffits
- All previously painted metal personnel doors
- All previously painted handrails

SCOPE OF WORK:

- Pressure wash as needed to remove dirt & debris
- Scrape loose/peeling coatings to a hard edge
- Mask all adjacent surfaces to protect from overspray
- Spot prime bare surfaces
- Caulk all open gaps between trim and siding, as well as in siding board butt joints
 - As per Sherwin Williams Spec- Sherwin Williams White Lighting Pristine
- Attach loose siding boards with existing or new nails
- Apply finish coat of Sherwin Williams Super Paint Exterior Satin Finish Acrylic to all siding and trim
- Apply finish coat of Sherwin Williams Super Paint Exterior Satin finish to all soffits
- Apply finish coat of Sherwin Williams Shercryl Semi-Gloss to all previously painted metal doors and railings

****All work to be done in accordance with provided Sherwin Williams scope of work****

****DCC will provide mockups for color approval by owners****

****DCC will coordinate all necessary traffic and safety control****

EXCLUSIONS: Unfinished surfaces, stone, window mullions, pool perimeter fencing

APPLICATION: Spray, Brush, Roll

JOB DURATION: 2-3 weeks (Weather Permitting)

JOB CLEAN UP: Daily

CONDITIONS/PRICE: Any alterations from the above specifications, including design/color changes will be executed only upon written orders and may result in additional charges. Pricing for work completed in 2022 may be revised based on unforeseen changes in material, labor or equipment rental costs prior to contracting. Standard insurance coverages will be provided upon request, additional coverages may be obtained at additional cost as required. Surface imperfections or repairs may be visible following coating. This proposal may be withdrawn after 30 days. The specified work will be completed for the sum of:

COST: LABOR, EQUIPMENT & MATERIALS = \$ 38,500

With payment as follows: 30% at commencement of work, 30% with project 50% complete, 30% with project 90% complete and the balance due upon completion of all specified work.

ACCEPTANCE: THE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED.

ACCEPTED BY: _____

SIGNATURE: _____

DATE: _____

DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR PAINT & CONSTRUCTION SERVICES



**PAINT &
CONSTRUCTION**



DENVER COMMERCIAL PROPERTY SERVICES

Denver Commercial Property Services has leveraged unparalleled customer service to become the largest, privately owned provider of facility services to commercial property owners and managers across Colorado.



Our Loyal Clients

Raytheon


COMCAST

 **Griffis Residential**

**S I
T E**

 **eastwest**
DESTINATION HOSPITALITY

 **PROLOGIS**

weststar

 **SPERRY**
COMMERCIAL
GLOBAL AFFILIATES

CBRE

Outlets
at Castle Rock

ColRich
Generations of Excellence

 **COLORADO PERA**

VAIL RESORTS

GREYSTAR
The Global Leader in Rental Housing

 **Echelon**
PROPERTY GROUP

AMLI
RESIDENTIAL

OVERVIEW

WHY US?

WHETHER IT'S NEWLY CONSTRUCTED OR AN AGING PROPERTY, WE GUARANTEE HIGH-QUALITY WORKMANSHIP FOR YOUR PAINTING, CONSTRUCTION, AND RESTORATION NEEDS.



SUPERIOR QUALITY

Most of our crews have been painting for over 20 years and understand and exceed the expectations of discerning commercial property owners and managers. Thorough preparation - power washing, scraping, caulking and wood replacement - is the prerequisite for a durable, lasting paint job.



ONE-STOP SHOP CAPABILITIES

Our broad service offering, - painting, stucco, roofing, siding, drywall, carpentry, decks and miscellaneous repairs - means that you can make one call to handle all of your needs.



VALUE PRICING

Our lean operating structure and purchasing power with our suppliers lets us provide our customers with the highest quality work at a low price point. We work hard to be as efficient as possible, and pass the savings onto you!



UNPARALLELED COMMUNICATION

Our project managers are on-site daily communicating with the crew and other stakeholders - tenants, owners and managers. They keep our customers updated regularly, with job-site photos and narrative on job progress and what's upcoming. Our job is to do our job... so that you can focus on yours!



LARGE PROJECT EXPERTISE

We specialize in large, high and otherwise difficult projects that require detailed planning, specialized equipment and highly capable crews and managers. Our job is to do our job... so that you can focus on yours!

Our projects are supported by:

A DEDICATED RELATIONSHIP
MANAGER

DEGREED PROJECT
MANAGERS

AN AVERAGE OF 10+ YEARS
CONSTRUCTION EXPERIENCE

DEDICATED LOYAL PAINT
CREWS

15+ YEARS PAINT EXPERIENCE

ON-SITE, WORKING,
CREW LEADS



In a recent survey, nearly 90% of our employees called our company a "Great Place to Work"

OUR TEAM

Local Active Ownership

WE ARE LOCALLY OWNED AND OPERATED



DALE HEIMS
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p. 773-255-2600



MATT HARMON
OWNER

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p. 303-987-0436



JOHN HELM
COO

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FRANCIS RUESTA
**ESTIMATOR / SENIOR
PROJECT MANAGER**

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p. 303-981-6368



MARK YAEGER
PROJECT MANAGER

e. mark.yaeger@denvercps.com
p. 970-420-4873

Scope & Pricing



Paint & Construction Division

Phone: 720-575-3277

Heather Gardens Club House and Pro Shop

03/24/2022

Exterior repaint of previously painted surfaces on the club house, and pro shop including the pool fence and pool equipment building

Don O'Gorman
Heather Gardens Association
2888 South Heather Gardens Way
Aurora, CO 80014
(410) 501-4940

Painting Exterior Section

SCOPE:

- Paint all previously painted surfaces matching the current color pattern (up to three colors) including Siding, Trim, Fascias, Soffits as applicable.
- Remove damaged caulk and replace it with new commercial-grade caulk, as necessary.
- Application will be a combination of brush/roll with spray being used on larger open areas.

STRUCTURES INCLUDED:

- Clubhouse.
- Pro Shop Building.
- Pool Equipment Building.
- Pool Fence.

PRODUCTS & COLORS:

- Use Sherwin-Williams products or equivalent, based on availability.
- Body: Super Paint Exterior Acrylic Latex.
- Trim: Super Paint Exterior Acrylic Latex.
- Fascia: Super Paint Exterior Acrylic Latex.
- Gutters and Downspouts: NOT TO BE PAINTED
- Railings: Pro Industrial DTM Acrylic.

SURFACE PREPARATION DETAILS:

- Pressure wash the entire building to remove dirt, loose mill scale, and loose paint by water at pressures of 2500 to 3500 p.s.i.
- Sand and scrape wood surfaces as necessary to remove loose paint dislodged by the pressure wash.
- Apply a primer coat to any bare surfaces, wood, or metal to provide adhesion and durability.
- Full prime on the bottom edge of the three bottom siding boards around the entire structure and at the roof to wall transitions.
- Pound in all loose nails.
- Use commercial grade caulking to seal cracks, seams, and nail heads.

MASK & TAPE:

- Cover all windows with painter's plastic and tape.
- Cover all areas/elements exposed to overspray with plastic/tarps as needed.

CREW & DURATION:

- A Project Manager will oversee production and communicate via email twice a week providing narrative and photo updates.
- 1 Crew Lead with 6 Person Crew for approximately 6 days on-site (Monday-Saturday). We will paint consecutive days until the completion of the project, weather permitting.

CONDITIONS:

- Work Hours: Monday-Friday (7:00 AM -7:00 PM). Saturday (8:00 AM through 5:00 PM).
- DCPS is responsible for keeping all tools in specified staging areas.
- Job site will be cleaned daily and debris removed from the property during and after job completion.
- Price includes all labor, materials, and taxes.

OWNERS RESPONSIBILITY:

- Provide paint colors.
- Provide access to water & electrical hookups.
- Remove breakable & hanging items.
- Trim bushes and trees.
- Remove blocking vehicles parked near the painting zones.
- Move any obstacles away from the elevation(s) that are going to be painted.

- Provide parking spaces for lift, equipment trailer and 2 crew vehicles.
- Coordinate with the project manager ensuring appropriate parking spaces are blocked off

ADDITIONAL NOTES:

- If access equipment is needed, we will need a place to store it.
- Our estimate does not include winter conditions work.
- Our estimate includes up to 1 mobilization charge. Any additional mobilizations due to delays by the owner will be charged at \$250 EA.
- If lead paint is found, depending on the type of containment needed we will charge additional handling and disposal of hazardous materials.
- Lead paint testing is not included within our estimate.
- If the side/elevation was impacted by hail, we must paint the entire side/elevation.
- In order to restore the structure back to a pre-hail condition we must paint and seal the surfaces.
- Color and sheen will appear different on newly painted sides/elevations.
- Woodwork: We will walk the property with the owner to determine their wood replacement

EXCLUSIONS:

- Price does not include painting masonry, brick, concrete, gutters or down spouts.
- Pricing does not include repair to carpentry, If damaged woodwork is found, the option to replace it will be presented @ \$60/hour + materials + 20% billed to the owner at the completion of the project.

SCHEDULE:

- Approximate starting date Spring 2022 weather permitting.

	Qty	Unit
Caulks & Sealants		
Sherwin-Williams 950A Siliconized Acrylic Latex Caulk	120.00	EA
Primer		
Sherwin Williams All Purpose Primer	2.00	EA
A general-utility primer ideal for both interior and exterior applications. Its wide versatility and strong adhesion properties make it a universal favorite. Meets the most stringent VOC regulations.		
Sherwin-Williams Pro Industrial Pro-Cryl Universal Acrylic Primer	1.00	EA
Pro Industrial Pro-Cryl Universal Primer is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and designed for commercial, new construction and maintenance applications. It can be used as a primer under water-based or solvent-based high performance topcoats.		
Exterior Paint		
Sherwin-Williams SuperPaint Exterior Acrylic Latex (1 gal)	135.00	EA
Exterior Paint Direct To Metal		
Sherwin-Williams Pro Industrial DTM Acrylic (1gal)	3.00	EA
Exterior Paint Labor		
Painting Crew/per job	1.00	EA
Please add here painter bid # for reference		
Equipment & Miscellaneous		
Lifts	1.00	EA
Lifts - Monthly 65'		
Porta Potty	1.00	EA
Porta Polty		
Sundries, Taxes, Colorado's PaintCare Recycling/ Disposal Fee		
Sundries	135.00	EA
add this cost per Gallon		
Taxes	142.00	EA
Management		

Project Manager

1.00 EA

Carpentry Section

Carpentry Allowance

Qty Unit

1.00 EA

Allowance only. If allowance is exceeded project manager will contact customer rep for change order. Re-anchor siding as needed, replace damaged pieces, priming and caulking.

TOTAL \$35,855.66

TERMS AND CONDITIONS:

- All work will be performed in a workmanlike manner and in accordance with industry-standard practices.
- Color choices to be similar to existing. Major color changes may incur additional costs.
- Due to volatility in materials and labor costs, this quote is valid only for 14 days, after which values may be subject to change.
- Due to chain supply issues, we reserve the right to substitute the quoted materials with equivalent materials of equivalent tier from other manufacturers (if deemed necessary, change orders will be provided).
- DCPS shall not be liable for delays caused by acts of God, weather conditions, strikes, war, riots, shortages, lack of specialty contractors' labor, inability to secure adequate materials, public authorities, or other causes beyond its control.
- The owner is responsible for providing access to water and electricity.
- If this is a painting job we will only paint all previously painted surfaces unless special specifications/provisions are made in this agreement.
- Painting, stucco, plaster, aggregate, and drywall finishes are composed of material that may have inherent shading and/or color variation which is normal and should not be construed as a defect.
- Due to environmental factors such as humidity, temperature, etc. during the installation process, normal color variation within a surface may appear. These variations may be more pronounced on a cloudy day or at night with the light on. These conditions are beyond the contractor's control and should not be considered a failure of workmanship or material defect "construction defect".
- Color and sheen might appear different on newly painted areas.
- Pricing is based on the award of the entire project unless specific requests/arrangements were made known to our estimators at the "Request for Proposal" stage.
- Pricing breakdown is provided for review purposes only.

EXCLUSIONS:

- Costs and work arising from "Acts of God".
- Unexpected hazardous materials removal.
- Damages and penalties for delays.
- Unforeseen or concealed site conditions.
- Off-hours work.
- Multiple mobilizations / demobilizations.
- Warranty for work that is not ours.
- Warranty for painting over vinyl substrates against buckling, warping, or peeling.
- Fixing damage to our work done by others (other trades damaging our finished work).
- Any/all work not indicated in this agreement or on the Project Plans.
- Pricing includes a maximum of one mock-up. Additional mock-ups will be completed on a change order basis.

GET TO KNOW OUR COMPANY:

- DCPS team: <https://denvercps.com/our-team/>
- Excel Capital Projects: <https://excelcapitalprojects.com/>
- Painting Portfolio: <https://excelcapitalprojects.com/portfolio/>
- Facebook: <https://www.facebook.com/denvercommercialpropertyervices/>
- LinkedIn: <https://www.linkedin.com/company/denver-commercial-property-services/mycompany/>
- YouTube: <https://www.youtube.com/channel/UCqFWFPOJ7F6Rmiaxoi-kuFg>

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

Jim Carlson

Denver Commercial Property Services

3/24/2022 | 24 Photos



Heather Gardens

Section 1

1



Do not paint down spouts
caulk gaps in siding

Project: Heather Gardens
Date: 3/15/2022, 10:25am
Creator: Jim Carlson

2



clean failing joints and caulk

Project: Heather Gardens
Date: 3/15/2022, 10:25am
Creator: Jim Carlson

3



paint hand rails

Project: Heather Gardens
Date: 3/15/2022, 10:26am
Creator: Jim Carlson

4



paint soffit

Project: Heather Gardens
Date: 3/15/2022, 10:26am
Creator: Jim Carlson

5



re-anchor siding

Project: Heather Gardens
Date: 3/15/2022, 10:26am
Creator: Jim Carlson

6



Project: Heather Gardens
Date: 3/15/2022, 10:27am
Creator: Jim Carlson

7



Project: Heather Gardens
Date: 3/15/2022, 10:28am
Creator: Jim Carlson

8



Project: Heather Gardens
Date: 3/15/2022, 10:28am
Creator: Jim Carlson

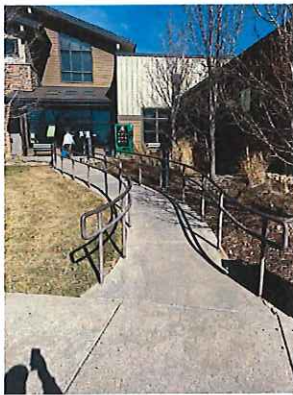
9



Paint rails and stringers

Project: Heather Gardens
Date: 3/15/2022, 10:29am
Creator: Jim Carlson

10



paint railing

Project: Heather Gardens
Date: 3/15/2022, 10:30am
Creator: Jim Carlson

11



Project: Heather Gardens
Date: 3/15/2022, 10:30am
Creator: Jim Carlson

12



Paint pool fence

Project: Heather Gardens
Date: 3/15/2022, 10:30am
Creator: Jim Carlson

13



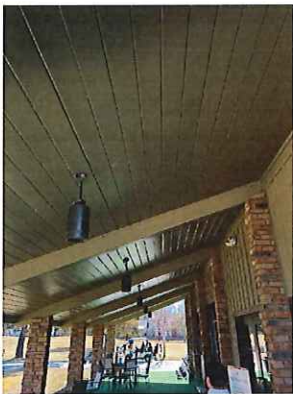
Project: Heather Gardens
Date: 3/15/2022, 10:31am
Creator: Jim Carlson

14



Project: Heather Gardens
Date: 3/15/2022, 10:32am
Creator: Jim Carlson

15



Project: Heather Gardens
Date: 3/15/2022, 10:33am
Creator: Jim Carlson

16



Replace damaged piece

Project: Heather Gardens
Date: 3/15/2022, 10:34am
Creator: Jim Carlson

17



Project: Heather Gardens
Date: 3/15/2022, 10:35am
Creator: Jim Carlson

18



Project: Heather Gardens
Date: 3/15/2022, 10:35am
Creator: Jim Carlson

19



Project: Heather Gardens
Date: 3/15/2022, 10:35am
Creator: Jim Carlson

20



paint rails, stringers and stilts

Project: Heather Gardens
Date: 3/15/2022, 10:36am
Creator: Jim Carlson

21



Don't paint meter

Project: Heather Gardens
Date: 3/15/2022, 10:37am
Creator: Jim Carlson

22



Project: Heather Gardens
Date: 3/15/2022, 10:37am
Creator: Jim Carlson

23



re-anchor down spout

Project: Heather Gardens
Date: 3/15/2022, 10:38am
Creator: Jim Carlson

24



Project: Heather Gardens
Date: 3/15/2022, 10:39am
Creator: Jim Carlson

SERVING PROPERTIES. FACILITATING SUCCESS.

(303) 900-2444

dale.heims@denvercps.com

www.denvercps.com



**PAINT &
CONSTRUCTION**

**PROPOSAL
PRESENTED BY:**



2485 W. Main Street, Suite #207
Littleton, CO 80120
303-339-0729

platteprojects@gmail.com

www.plattecapiitalprojects.com



**HEATHER GARDENS
Clubhouse Exterior Re-Paint Proposal**



PLATTE CAPITAL PROJECTS

A Colorado Corporation

Professional Services

Types of Properties: Multi-Family, Apartments, HOA Communities/Townhomes & Condos, Community Clubhouses, Commercial, Hotel/Resort & New Construction.

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 - Decking
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- Windows
- Gutters



**Sunchase Apartments
Aurora, CO**

Full Exterior Siding Replacement & Paint



**Vail Marriott Mountain Resort
Vail, CO**

Full Exterior Repaint



Hunters Ridge Apartments
Denver, CO
Full Exterior Siding Replacement and Paint



Remington Post HOA
Boulder, CO
Full Exterior Siding Replacement & Paint



Raintree HOA
Denver, CO
Full Exterior Siding Replacement & Paint



Talon Hill Apartments
Colorado Springs, CO
Full Exterior Repaint



Winridge Apartments
Aurora, CO
Siding Replacement/ Full Exterior Repaint



Watch Hill Condominiums
Silverthorne, CO
Full Exterior Repaint



2485 W. Main Street Suite 207 • Littleton, CO 80120 • Phone: 303.339.0729 Fax: 303.459.7943

PROPOSAL

DATE: March 28, 2022

TO: Don O'Gorman
Heather Gardens
don.ogorman@heathergardensmail.com

PROJECT: **HEATHER GARDENS – CLUBHOUSE EXTERIOR**

SUBJECT: **EXTERIOR REPAINT OF SPECIFIED SURFACES ON 3 CLUBHOUSE BUILDINGS**

Platte Capital Projects, Inc. (the Contractor) is very pleased to provide you (the Owner's Representative) with the following bid proposal regarding the above referenced project. Included in the pages following is an outline of procedures, materials and estimated costs to complete the project.

1. GENERAL DETAILS:

All labor is by skilled mechanics in and above the standard practice and in a manner acceptable to the owner / owner's representative. Any work not conforming to these specifications shall be corrected to the reasonable satisfaction of the owner / owner's representative. Contractor shall furnish all labor, materials, and equipment necessary to faithfully perform and complete the "Summary of Work" as set forth following.

All products to be used shall be carefully selected to meet your unique requirements. The Contractor hereby undertakes that all applications will be done in a professional and timely manner, based on the amount of work necessary to complete the specified project. This Bid Proposal is exclusively for the project named **HEATHER GARDENS**. If any changes or errors are discovered subsequent to the date of this Proposal, Contractor and Owner hereby agree to address and make any and all necessary modifications to this Proposal.

2. SCOPE FOR PAINTING:

Please read carefully. The items listed below are areas designated to receive labor under this bid proposal. Items not listed below, or which are specifically identified as excluded, are not included in the bid proposal.

Preparation:

- All exterior surfaces to receive paint will be power washed while maintaining a maximum spray head distance of 6 feet whether surfaces are at ground level or are elevated. Ladders and/or scaffolding will be used to reach elevated surfaces.
- Loose paint will be hand scraped and/or sanded as necessary to ensure proper paint and/or stain adhesion. Exposed wood from scraping and/or sanding shall be primed prior to paint and/or stain application.
- Previously-installed caulk that has failed will be re-caulked utilizing 35 year paintable caulking.
- All paint will be applied in accordance with the manufacturer's recommendations.

Scope of Exterior Paintable Areas:

- Areas *included* to be painted include (per SW Specification dated 3/10/22) all previously painted trim, siding, soffits, metal doors and railings.
- Areas to be *excluded* are any hot vents, horizontal deck surfaces (top and bottom), unpainted brick/concrete, concrete foundations, windows, stair treads, prefinished gutters/downspouts, prefinished fascia, water faucets, hot vents and any and all other surfaces not previously painted or stained.

Product Application Specifications:

- Paint/stain will be applied to siding in two (2) application coats of specified paint. Application of paint/stain will be at a spread rate of approximately 250 square feet to achieve 3 mils of dry film thickness with the proper tip per manufacturer's specifications.
- Paint will be applied on body by sprayer and back rolled for a two (2) coat "wet on wet" application and brushed and rolled on all trim surfaces also with a two (2) coat "wet on wet" application.
- All paint/stain products will be applied only during periods when temperatures have attained the manufacturers specified level suitable for application.

Protection:

- Areas not to be painted will be appropriately masked.
- Contractor will notify homeowners/residents whose automobiles or other vehicles may be in proximity of overspray of stain and/or paint. In the event the vehicle owner cannot be reached or is unable to move their vehicle, the contractor will cover the vehicle in question with a tarp.
- Protect all areas exposed to overspray with painter's plastic/tarp to limit this possibility.
- Cover all other Common Elements from possible staining from paint operations.

3. CONDITIONS FOR ALL SCOPES:

- **Work Hours:** Monday-Friday (8:00 a.m.-6:30 p.m.) Saturday (9:00 a.m. - 5:30 p.m.)
- **Paint Colors:** Contractor agrees to provide sample area of paint colors selected to be approved by owner's representative prior to paint being applied.
- **Time Line:** Contractor agrees to work continuously on the project until full scope of work is completed. Start and completion dates are to be strictly adhered to.
- **Notice:** Contractor will provide notices to residents 48 hours prior to beginning work on a building. Notice tags will be provided by management of contractor.
- **Staging:** Contractor will contain all operations in the area specified by a representative of management.
- **Trash:** Contractor is responsible for having waste related to project contained and removed on a daily basis.
- **Site:** The job site is to be left in an organized and clean condition throughout, and at the end of each work day.
- **Tools:** The contractor is responsible for stowing all tools and materials to limit visibility and protect from theft or vandalism.
- Contractor shall request regular on-site meetings with property management and/or maintenance department for progress and quality control inspections

4. MATERIALS:

Paint/stain materials shall be **SHWRWIN WILLIAMS "Per Spec"**. Primer materials shall be a premium exterior grade primer unless otherwise specific by management. Contractor will provide color samples on designated surface areas for advance approval by owner's representative or management. Materials shall be selected and provided per specifications. All material used on this project shall be of the brand and quality specified by the owner/owner's representative and shall be delivered at the site in original containers with seal unbroken and labels intact. All materials shall be used strictly in accordance with Manufacturer directions and specifications. Any necessary materials not specified in the contract or subcontract agreement shall be subject to approval by the owner / owner's representative. Raw materials and equipment may be stored on the job site by Contractor unless objected to by owner's representative or management.

5. TIME TO COMPLETE:

The estimated time to complete the entire project will be **2-3 WEEKS, WEATHER PERMITTING**. Sundays are not included unless otherwise specified and agreed upon. All work shall be completed under favorable weather conditions per the material Manufacturer's specifications. The Contractor shall insure no paint will be applied when surface or air temperature is below the Manufacturer's specifications.

6. MATERIAL AND LABOR WARRANTY

Contractor warrants the labor application of the exterior coating herein for a period of five (5) years. Neither Contractor nor paint manufacturer warrants paint or coating on horizontal surface. The Contractor warranties the paintable substrate against adhesion failures including chipping, peeling, flaking and delamination due to the application process or procedures used by Contractor which are at variance with the Manufacturers' warranty. We agree to repair any and all damages from such defects, all without expense to the Owner. Ordinary wear and tear, unusual abuse or neglect, acts of God such as hail damage and flooding and other unforeseen events beyond our control excluded. All applicable Manufacturers warranties apply to the materials used pursuant to this Proposal or any subsequent Agreement related thereto between the parties.

7. INSURANCE REQUIREMENTS

During the term of this project, the Contractor agrees to maintain insurance meeting or exceeding the following requirements:

- Worker's Compensation \$1,000,000
- Comprehensive General Liability
 - Each occurrence \$1,000,000
 - Personal Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products-COMAGG \$2,000,000
- Comprehensive Automobile Liability \$1,000,000 CSL

Contractor shall provide owner / owner's representative with a current certificate of insurance designating owner / owner's representative as beneficiary thereof upon commencement of work.

8. PROPOSAL/CONTRACT REQUIREMENTS:

This Proposal shall constitute the terms and conditions for the project referenced herein, unless it shall be superseded by a written Agreement between the Contractor and owner / owner's representative concerning this project. This Bid Proposal along with any addendums hereto, shall be attached and incorporated by reference into any subsequent written agreement concerning this project between Contactor and owner / owner's representative.

- Payment terms shall be deposit of 30%, progress payment of 30%, production payment of 30% and 10% retained for punch completion. (Unless otherwise agreed upon)
- This bid proposal is valid for a period of six months from the date below, unless otherwise agreed in writing. It is anticipated that the estimated proposed costs for this project may be subject to reevaluation after the six month time frame expires.

PROPOSED COSTS:

LABOR, MATERIALS AND EQUIPMENT:

EXTERIOR REPAINT OF SPECIFIED SURFACES ON 3 CLUBHOUSE BUILDINGS (PER SHERWIN WILLIAMS SPECIFICATION DATED 3/10/2022)

PROJECT TOTAL

\$ 68,865.00

- This bid proposal is valid for a period of six months from the date of this Proposal, unless otherwise agreed in writing. It is anticipated that the estimated proposed costs for this project may be subject to reevaluation after the six-month time frame expires.
- Any alteration or deviation from the above specifications involving extra cost will be reduced to written change orders and approved by Contractor and owner / owner's representative. Such will become an extra charge over and above the original estimate.

9. ACCEPTANCE OF PROPOSAL

By signing below, the specifications and conditions of this Bid Proposal are hereby accepted. The Contractor is hereby authorized to commence and complete the project specified herein.

Platte Capital Projects, Inc.

Heather Gardens

Signed: _____

Signed: _____

Tony Caldwell, President

Print Name: _____

Office: 303-339-0729

Title: _____

Cell: 303-929-9153

Phone & Email: _____

Email: tony@plattcapitalproject.com

Date: _____

Date: _____



2485 W. Main Street
Suite #207
Littleton, CO 80120

303-339-0729

platteprojects@gmail.com

www.plattecapitalprojects.com

Budget and Finance Committee
Date: May 16, 2022

Motion: Recommend the 2022 Maintenance Building Asphalt/Concrete Project

Project Cost: \$38,015

I move that the Budget and Finance Committee recommends that the Heather Gardens Metropolitan District Board of Directors approve the contract with HG's preferred Sunny Day Concrete to complete the 2022 asphalt/concrete project at the HG Maintenance Building Parking Lot. The contract amount is \$31,679 with a 20% change order in the amount of \$6,336 for a total cost of \$38,015. This is under the budgeted amount of \$59,282.

Motion made by:	
Seconded by:	

Outcome of Vote:	
For:	
Against:	
Absent/Abstaining:	
Notes:	

Rationale/Notes: See the attached request for Capital Expenditure and accompanying bids.

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: 2022 Maintenance Building Asphalt/ Concrete Project

D601.2

DEPT: Contracts

DATE: 4/20/22

BUDGET Year: <u>2022</u> Tab: _____ Pg: _____	Budget Amount: \$ <u>59,282</u> Expended YTD: \$ _____ Unexp. Balance: \$ _____	Contract Amount: \$ <u>31,679</u> Change Order Res.: \$ <u>6,336</u> Total Project Cost: \$ <u>38,015</u> Add. Funds Request: \$ _____
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DESCRIPTION: The purpose of this project is to create positive drainage flow in the Maintenance Parking Lot. The contractor will install (5) new 3' wide concrete swales, beginning at each of the Maintenance Buildings west facing downspouts. The new swales will terminate at the curb and gutter flowline, running parallel to the RTD wall barrier. The contractor will saw-cut and remove asphalt at each location, installing a 6" thick swale reinforced with #4 and transverse rebar at 16" O.C. The new swales will have a PSI rating of 4,500. This project also includes removing and replacing (7) sections of curb and gutter along the west RTD barrier where water is shown to be ponding. The contractor will provide asphalt patch back to the areas where removal was required to install new swales or curb and gutter.

JUSTIFICATION: (Attach backup material as required)

The HG Maintenance Building Parking Lot is shown to have numerous potholes, and asphalt deterioration due to negative drain flow and heavy use. The last time the Maintenance Building Parking Lot was repaired was over 25 years ago. The Maintenance Building Parking Lot is in dire need of adjusting how the storm water and melted snow drains. Delaying this project any longer will inevitably lead to total replacement which comes at a much higher cost then proposed in this cap reserve.

BID COMPARISON: (If required, summarize or attach separate schedule.)

- JL Enterprises: \$9,804
- Denver Commercial Property Services: \$22,562
- Colorado Asphalt Works, Inc: \$26,29.50
- Sunny Day Concrete: \$31,679
- Asphalt Coatinas Companv. Inc: \$32.454

RECOMMENDATION: The recommendation is to contract with our preferred vendor Sunny Day Concrete to complete the 2022 Asphalt/ Concrete project at the HG Maintenance Building Parking Lot. The contract amount for this project is \$31,679. A 20% change order reserve has been added to cover the cost of unforeseen issues to complete the project. This project is not to exceed \$38,015 without prior HGMD Board approval.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check concur, non-concur or concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
All Items require Block 1, 2 (when needed), and 3 through 8 completed.

HEATHER GARDENS METROPOLITAN DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Maintenance Facility Parking Lot – Asphalt Work

DEPT: Contracts

DATE: 3/8/22

BUDGET Year: 2021 Tab: _____ Pg: _____	Budget Amount: \$ 59,282 Expended YTD: \$ _____ Unexp. Balance: \$ _____	Contract Amount: \$ _____ Change Order Res.: \$ _____ Total Project Cost: \$ _____ Add. Funds Request: \$ _____
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DESCRIPTION: This HGMD Cap Reserve is to approve moving the 2021 budget for the Maintenance Facility Parking Lot Asphalt Project from 2021 to 2022.

JUSTIFICATION: (Attach backup material as required)

In 2021 the HG Contracts Department recommended the Maintenance Facility Parking Lot Asphalt Project follow the install of the new 500-Gallon Fuel Tank. This recommendation was suggested due to the asphalt trenching/ patching required for the electrical tie-in needed to power the pump for the new Fuel Tank. Allowing the Maintenance Building Parking Lot Asphalt project to follow the new Fuel Tank install ensures the patches from the electrical trenching are repaired and covered properly to give the parking lot a finished look when the asphalt project is completed. Due to permitting issues the install of the new Fuel Tank was not completed until March of 2022.

BID COMPARISON: (If required, summarize or attach separate schedule.)

Three bids will be presented to the B&F and HG Board prior to a vendor being selected, and a contract being awarded.

RECOMMENDATION:

The Heather Gardens Contracts Department recommends approving the 2021 Maintenance Facility Parking Lot Asphalt Project to be re-scheduled for 2022 due to the Fuel Tank Permitting issues, resulting in a later install date than originally anticipated.

1. Department Head	2. Controller	3. General Manager	4. Department Comm. Chair	5. Budget & Fin. Committee	6. HGA President	7. HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification 	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur 	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

Check concur, non-concur or concur with justification, then initial. Attach comment sheet if you like.

*Capital expenditures, except emergency replacements and weatherproofing performed by HGA labor, are approved/revised as follows:
All Items require Block 1, 2 (when needed), and 3 through 8 completed.

WORK ORDER CONTRACT

HEATHER GARDENS METROPOLITAN DISTRICT

1. **CONTRACTOR.** The Heather Gardens Metropolitan District (the "District") hereby retains Sunny Day Concrete (the "Contractor") to perform the Work (as defined in paragraph 3) for the District. 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 TBD, 2022 or when otherwise advised by the District. The Contractor shall complete all the Work by TBD, 2022.

3. **SCOPE OF WORK.** The "Work" contracted for pursuant to this Work Order shall consist of the following: Sunny Day Concrete will install (5) new 3' wide concrete swales, at each of the HG Maintenance Building West Facing Downspouts. The new swales will terminate at the curb and gutter flowline, running parallel to the RTD wall barrier. Sunny Day Concrete will saw-cut and remove asphalt at each location, installing a 6" thick swale reinforced with #4 and transverse rebar at 16" on center. The new swales will have a PSI rating of 4,500. Sunny Day Concrete will also remove and replace (7) sections of curb and gutter along the west RTD barrier wall where water is shown to be ponding. Sunny Day Concrete will provide all necessary asphalt patch back where removal was required to install new swales or curb and gutter.

Or check here if a scope of work is attached to this Work Order and incorporated herein by this reference.

In performing the Work the Contractor shall: (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 and (c) warrant the Work for one year after completion of the Work, as applicable.

4. **COMPENSATION.** The Contractor shall be paid an amount not to exceed \$31,679 by the District for Work satisfactorily performed either (a) on a _____, or (b) in a lump sum upon completion **[Check (a) or (b)]**. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. 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 Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.

5. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, 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 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 or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder or 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 of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.

6. **INSURANCE.** The Contractor shall secure and maintain for the term of this Work Order 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.

7. **ILLEGAL ALIENS.** As applicable, the provisions of Sections 8-17.5-101 *et seq.*, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the Contractor accordingly. Prior to the execution of this Work Order the Contractor shall complete the certification to the District attached hereto as **Exhibit A** and incorporated herein by this reference. If the Contractor participates in the Department Program the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Work Order, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide the District a written, notarized copy of the affirmation, similar to **Exhibit B** attached hereto and incorporated herein by this reference.

8. **CONFIDENTIALITY.** During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not to use or disclose to anyone, except as required in the performance of this Work Order 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 Work Order or accessed by the Contractor as a result of this Work Order. 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 Work Order.

9. **MISCELLANEOUS.**

A. **Subject to Annual Budget and Appropriation/Governmental Immunity.** 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 Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order or in any actions taken by the District pursuant to this Work Order shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act.

B. **Integration/Modification/Assignment/Termination.** This Work Order 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 Work Order shall be valid or binding. This Work Order 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 Work Order 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 Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order 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.

C. **Severability/Non-Waiver/Governing Law and Venue.** The invalidity or unenforceability of any portion or previous version of this Work Order shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Work Order and the balance of this Work Order shall be construed and enforced as if this Work Order did not contain such invalid or unenforceable portion or provisions. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. This Work Order 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 in the state courts of the State of Colorado.

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

DISTRICT:

By: _____
Its: _____
Date: _____

CONTRACTOR:

Sunny Day Concrete

By: _____
Its: _____
Date: _____

EXHIBIT A

Certification Regarding Illegal Aliens

I, _____, as _____ of **Sunny Day Concrete**, the prospective "Contractor" for that certain contract for services to be entered into with the District, do hereby certify on behalf of said Contractor that, as of the date of this certification, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Work Order and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Work Order.

CONTRACTOR:

Sunny Day Concrete

By: _____

Its: _____

Date: _____



PROPOSAL / CONTRACT

5801 Downing St.
 Denver, CO 80216
 720-495-8051 Office
 303-922-3919 Fax
sunnydayconcrete.com

Job: **Shop Swales - 2877 Heather Gardens Way**

TO: **Heather Gardens**

2888 S. Heather Gardens Way
 Aurora, CO 80014

Attn: **Jon Howell**

T: (303) 422-0837 F: () - 0

Plans By: N/A

Plan Date:

Location: Aurora, CO 80014

Bid#: 1506

4/25/2022 1:15:40 PM

"This Proposal Replaces All
 Previous Proposals for the
 Same Work."

jon.howell@heathergardensmail.com

Specifications:

1. Swale Installations:

- * Installation of (5) new swales - beginning at downspouts and terminating at C&G flowline.
- * Saw-cut & remove asphalt at each location (3' x 50' each).
- * Install an additional 25'x 3' swale at north end of maintenance building.
- * Remove and replace single section of sidewalk to that creates "ponding" (approx. 7' x 7').
- * Place and finish new 6" thick swales reinforced w/ (3) cont. #4 rebar and transverse rebar at 16" O.C.
- * 4500, air entrained concrete mix design w/ fiber mesh admixture for increased tensile strength.
- * Light broom finish for surface texture.

2. Curb & Gutter Replacement:

- * Remove and replace (7) failing sections of 10' x 24" curb & gutter that currently cause ponding.
- * Form, place and finish 6" thick curbing w/ #4 dowels into adjacent gutter pans.
- * Saw-cut, remove & replace 12" of adjacent gutter pan asphalt.

3. Asphalt Patch Back:

- * Hot asphalt patch back allowance for approx. 500 SF of 6" thick replacement in various locations.
- * Work to include saw-cuts, demo, placement & mechanical compaction.

Plans Included in This Bid

Plan# / Desc.	Fnd/Walls/Etc.	Flat/Site/Misc.	Total
1. Swale Installations	\$19,974.97	\$0.00	\$19,974.97
2. Curb & Gutter Replacement	\$5,245.47	\$0.00	\$5,245.47
3. Asphalt Patch Back	\$6,458.40	\$0.00	\$6,458.40
	Fnd/Walls/Etc.	Site/Flat/Misc.	Grand Total:
Totals	\$31,678.84	\$0.00	\$31,678.84

Notes / Inclusions / Exclusions:

Includes:

Demo, saw-cuts, excavation, hauling, compacted backfill, forming, concrete, asphalt, reinforcement noted, labor & misc. material / small tools as needed to complete job outlined above.

Excludes:

Testing, engineering, soil conditioning, sealants, surveying, traffic control plans / permits. Change orders to be completed in writing.

* 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 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

Sunny Day Concrete



ESTIMATE

JL ENTERPRISE

Jesse Luna
7209793758
JLunaenterprise@gmail.com

For: Maintenance shop 2877 S Heather Gardens Way

Estimate No: 62

Date: Apr 11, 2022

Description	Quantity	Rate	Amount
Maintenance Shop Flat work pad 8x6 Drain pans 660 square feet Curb and gutter 324 square feet \$9,804	1	\$9,804.00	\$9,804.00

Subtotal \$9,804.00
VAT 0.00% (\$9,804.00) \$0.00

Total \$9,804.00

DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR ASPHALT & CONCRETE



Prepared For: Dan O'Gorman

Prepared By: Travis Power

Date: April 19, 2022

Project Address: 2888 Heather Gardens
Way, Aurora

MAINTENANCE PARKING
CONCRETE.



**ASPHALT
& CONCRETE**

Denver Commercial Property Services, Inc.

6245 N Clermont
Commerce City, CO 80022

Dan O'Gorman

Heather Gardens Association
2888 South Heather Gardens Way
Aurora, Colorado 80014

Proposal - 2888 Heather Gardens Way

Project Name: 2888 Heather Gardens Way
Proposal #: 44670
Proposal Date: 4/19/2022

DESCRIPTION	QTY.	COST
ASPHALT PATCHING		
<i>Apply asphalt to 6 inch depth using 1/2 inch hot asphalt mix, approx. 1136 Sq. Ft.</i>	1,136	\$8,949
<u>ASPHALT PATCHING - TOTAL</u>		<u>\$8,949</u>
CONCRETE		
<i>Sidewalk 4" Depth approx. 150 Sq. Ft.</i>	150	\$1,296
<i>Drain Pan 6" Depth, approx. 828 Square Ft.</i>	828	\$11,020
<i>Curb & Gutter, approx. 36 Linear Ft.</i>	36	\$1,296
<u>CONCRETE - TOTAL</u>		<u>\$13,613</u>
	TOTAL	\$22,562

CONDITIONS & EXCLUSIONS

Conditions: 30 Day net terms upon project completion. Price includes one equipment mobilization.

Above quoted pricing is valid for 30 days. Pricing is based on acceptance of ALL quoted line items. Price is valid until: 5/19/22

Signature

Name

Title

Date

Exclusions: Bonding, permits, sales and use taxes, testing, engineering, surveying, compaction analysis, traffic control (unless specifically included in above quote), fencing, concrete pumping or conveying (mix to be delivered and placed directly out of ready mix truck), cold weather protection or cold weather additives in concrete mixes, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, concrete dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilization, hoisting, waterproofing, sweeping, site water and water metering, railings, utility adjustments, vehicle towing, work site obstruction clearance, liquidated damages, Davis Bacon wages, oil spot priming.

Damage to: Electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view. Liquidated damages, customer scope of work changes, liability of work performed by others. Delays caused by others parties and acts of nature. Sealcoat warranty does not include treatment for excessive alligator cracking of asphalt.

DCPS is not responsible for any damage due to others moving or crossing through barricades before proper curing time. Work areas are closed for 24 hours after completion.

All work areas, and areas required for equipment access, must be free from all debris and vegetation prior to work commencing. Any clean up or removal required to perform contacted work as scheduled and agreed to by customer will be charged to the customer.

Customer is responsible for removing from all work areas and areas required for equipment access, prior to work commencing, all vehicles, dumpsters, permanent or temporary structures, or any other object that would obstruct or delay contracted work from being performed as scheduled. Customer may be charged for crew wait times. If towing is required, DCPS will charge \$100 per vehicle towed which will be charged to the customer. Customer is responsible for providing on site water source.

Pricing includes one mobilization per service (e.g., mill & pave, paint & stripe, sealcoat & crack seal, concrete demo & pour) to complete the job on consecutive days. If customer has conditions, including work areas not being cleared of vehicles or other obstructions, that require more than one mobilization, additional mobilization fees shall be charged to customer.

Pricing for asphalt work based on Grade S & SX with 20% RAP.

Sealcoat warranty excludes areas of excessive alligator cracking.

DCPS does not guarantee proper drainage when existing ground slope is less than 2% for asphalt and 1% for concrete. Customer must provide an on-site water source.

Unless specified in the proposal, pricing does not include any costs or fees for government (federal, state, local) inspections, permits, rights of way, testing, or other costs required to legally perform the scope of work as per the proposal.

Customer is responsible for marking all underground utilities, hazards, and obstructions and making DCPS aware of their specific locations.

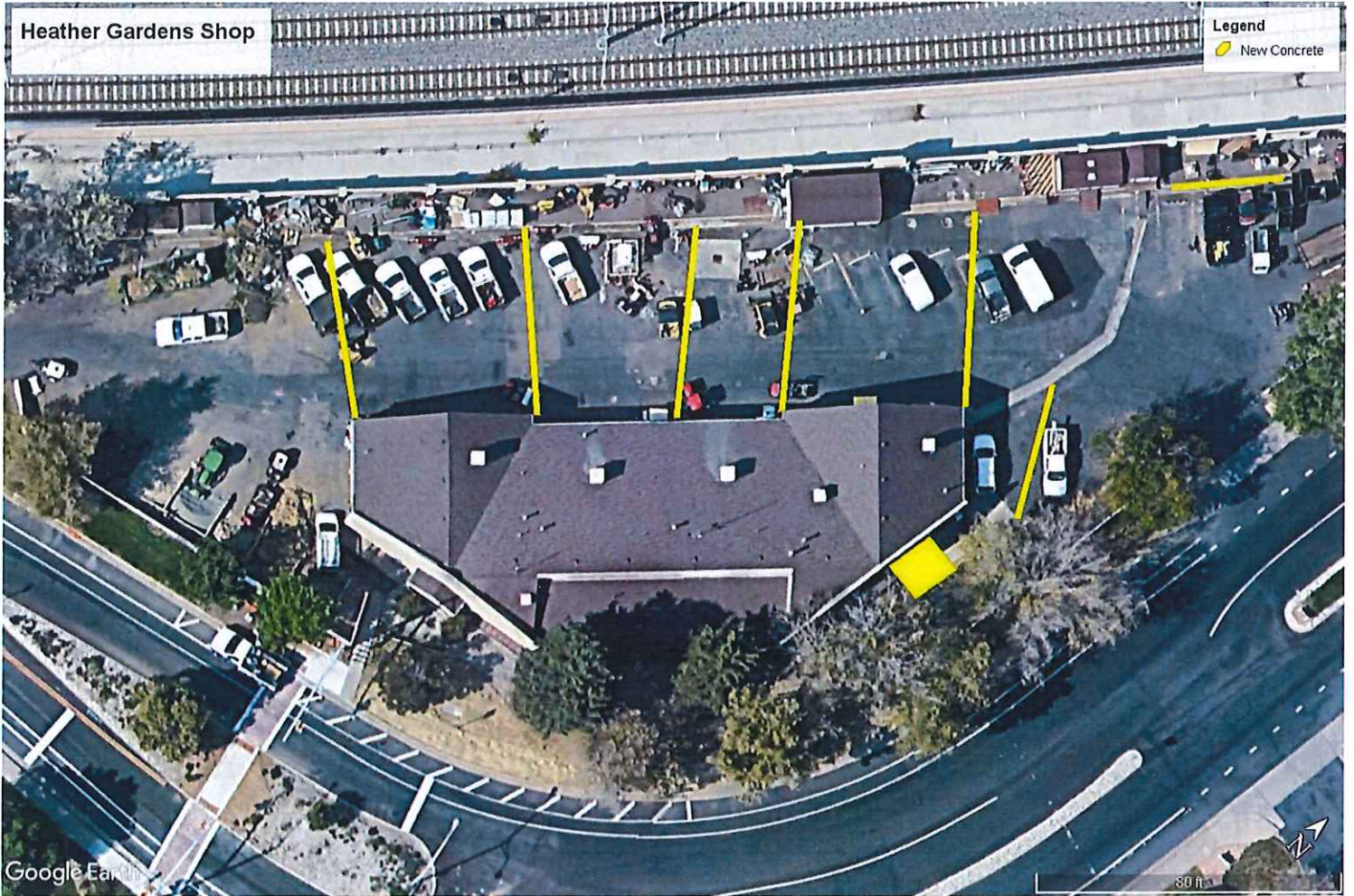
All work performed by DCPS is guaranteed against defects in materials and workmanship for a period of one (1) year from the date of installation. The guarantee does not cover deficiencies or failures caused in whole, or in part, by:

- Water damage or pooling from existing grade slopes less than 2% for asphalt or 1% for concrete
- Damage from snow plows, deicers, or excessive application of corrosive chemicals
- Vandalism
- Unstable or changing subgrade conditions not clearly identified by the property owner in the RFP
- Damage due to vegetation including tree roots
- Weight loads that exceed the asphalt rating or occur before asphalt curing period
- Cracks caused by wet subgrade soil, cracking from shifting subgrade soil
- Force Majeure

Americans with Disabilities Act: Customer is solely responsible for maintaining the property in full compliance with the ADA and agrees to indemnify and hold Denver Commercial Property Services (DCPS) harmless from and against any and all liability, claims, damages, or expenses, including attorneys' fees, relating in any way to ADA requirements or issues at the property. DCPS recommends that the customer hire a certified ADA consultant for property evaluation and recommendation to comply with Federal, State, or Local laws.

Scope of Work

SOW Map



Link to Interactive SiteFotos Map: <https://www.sitefotos.com/vpics/guestmapdev?b7a3n1>

Site Photos of Existing Conditions

Areas for Concrete Repair



OVERVIEW

IMPROVE THE APPEARANCE OF YOUR PARKING LOT, MAXIMIZE THE LIFE OF YOUR ASPHALT AND CONCRETE, AND REDUCE YOUR OPERATING AND CAPITAL SPEND OVER THE LONG-TERM

WHY US?



MANAGERIAL STRENGTH AND SUPPORT

- Tenured management.
- Properly incentivized team with compensation tied to customer satisfaction.



WE SELF-PERFORM ALL WORK

- We are better able to control quality and price because we self-perform all asphalt work. Our asphalt team members are employees of DCPS; we don't rely on subcontractors like many competitors do.



NEW STATE OF THE ART EQUIPMENT

- Our fleet is less than five years old. Our advanced equipment produces the highest quality and consistency of results. We invested in all new equipment including milling machines and pavers. Our pavers use Moba 2D digital leveling and grade slope controls that eliminate the human inconsistency factor.



RELIABLE COMMUNICATION

- We document each project with photos and descriptive reports. We can send daily reports that let you track progress and share the information with your key stakeholders (tenants, owners, residents, etc).

ASPHALT & CONCRETE



OUR INDEPENDENTLY OPERATED DIVISIONS

Serving over 1,100 commercial properties across Colorado

ASPHALT & CONCRETE

Repairs
Maintenance
Installation

PAINT & CONSTRUCTION

Stucco & Stone
Siding
Painting & Drywall

SNOW & SWEEPING

Snow Removal
Ice Management
Sweeping

WATERPROOFING

Traffic Coatings
Specialty Coatings
Sealants & Restoration

FOLIAGE & HOLIDAY

Foliage Design
Holiday Décor
Botanical Art Forms

JANITORIAL

Commercial Cleaning
Carpet & Floor Care
LEED/Green Cleaning

LANDSCAPING

Maintenance
Plant Health Care
Irrigation



OVERVIEW

Proudly Serving Commercial Properties Across Colorado



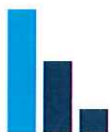
LOCALLY OWNED

Owners actively leading day-to-day operations.



CUSTOMIZED SITE-SPECIFIC STRATEGY

Advanced solutions based on our extensive experience.



PROJECT REPORTS

Extensive photographic reports documenting the work performed for the client's record.



GREAT PLACE TO WORK

We received the "Great Place to Work" award in 2020.



ALL NEW EQUIPMENT

With features that eliminate the human inconsistency factor.



SELF PERFORM ALL ASPHALT WORK

We don't use sub contractors and therefore can control quality of work.

OUR PROVEN APPROACH

ON SITE OBSERVATION

Our 20+ year asphalt industry veterans are available to accompany you on-site to discuss your key issues and concerns. We will perform a complete property walk through, taking photos and detailed notes to assess the condition and safety of the asphalt and concrete on your property.

GENERATE PROPOSAL

We will create a custom proposal for your property needs. This will include photos, detailed notes of our assessment, and comprehensive recommendations.

CUSTOMIZED WORK PLAN

Before we start your project, we develop a custom work schedule detailing what times work will be performed to minimize tenant and customer disruptions at your property. Once we begin, We will send a daily progress report detailing updates and the work performed on your property.

ALL SERVICES

- Asphalt Paving
- Asphalt Patching
- Asphalt Striping
- Sealcoating
- Crack Sealing
- Maintenance
- Grading
- Installation
- Curbs & Gutters
- Sidewalks
- Drain Pans
- ADA Ramps

DCPS OWNED EQUIPMENT

- Roadtec RX-600e Milling Machine (7' width)
- Roadtec 195e Paver with GPS grade control
- Carlson CP 100 Paver (8'6" to 15' wide)
- CASE skid-steers with 24" milling heads
- CAT PM312 Milling Machine
- 3 tandem smooth drum vibratory rollers
- Tymco Sweeper Truck
- Crack seal and sealcoating equipment
- Parking lot striping equipment

Asphalt

MILLING & OVERLAY

An asphalt Mill & Overlay can be ideal if the foundation of your existing pavement is in good condition. Our first step is to remove the top layer of asphalt (2 to 4") with our milling machine. After the top layer is removed, we clean the surface, apply tack and apply a new top layer of asphalt.

Benefits of Asphalt Overlays:

- Adds structural strength
- Can improve drainage
- Less expensive than complete Remove & Replace
- Re-establishes proper grade and smooth surface
- Returns damaged pavement to near original condition

CONVENTIONAL PATCHING

Large damaged areas require conventional patching or Removal & Replacement of asphalt.

DCPS Will:

- Mill 2-4" deep in the existing asphalt
- Clean the area of debris and applying tack coat to the existing surface to ensure proper adhesion
- Apply new asphalt over tack coat, compact it with a roller
- Blend the edges for a seamless surface

Benefits of Conventional Patching

- Process can be done mostly year round
- Long lasting solution
- Can restore proper drainage



CRACK SEALING

Sealing cracks as soon as they happen is crucial to extending the life of asphalt.

- When moisture seeps through cracks, it creates much bigger and deeper problems.
- Moisture, and freeze thaw cycles, will accelerate the failure of asphalt.
- Vegetation can grow in cracks and the plant's roots can heave and crack the pavement.
- The type of repair depends on the type of crack; naturally occurring cracks often require only basic asphalt crack sealer.
- Larger or wider cracks and potholes need to be assessed or repaired prior to crack sealing.

SEALCOATING

Left untreated, asphalt pavement will deteriorate rapidly.

- The asphalt binder that holds the pavement together begins to weather and oxidize soon after installation.
- The asphalt loses flexibility and small cracks start to develop.
- Moisture penetrates the asphalt causing damage and deterioration.
- Application should be done every 3 years as part of your maintenance program.
- Sealcoating fills surface voids, acts to help waterproof the asphalt, and minimize the rate that water can penetrate. This is important in places like Colorado where water can freeze and further harm pavement. It also increases your pavement's flexibility.

Concrete

NEW INSTALLATIONS AND REPAIR & REPLACE

- Concrete offers a longer life span and lower maintenance costs, however, the initial investment is significantly higher than asphalt. Proper maintenance requires regular joint sealing and annual cleaning.
- Concrete is used for high water flow areas such as drains, v-pans, gutters and curbs.
- High traffic areas such as truck docks and dumpster enclosures should be constructed with concrete due to weight requirements and heavy vehicle wear & tear.

Local Active Ownership

WE ARE LOCALLY OWNED AND OPERATED



TRAVIS POWER DIVISION MANAGER | 20 YEARS OF EXPERIENCE

e. travis.power@denvercps.com p. 720-998-1893



JESUS MORENO SUPERINTENDENT | 25 YEARS OF EXPERIENCE

e. jesus.moreno@denvercps.com p. 303-547-2784



CRAIG BEHNKE CONTROLLER | 25 YEARS OF EXPERIENCE

e. craig.behnke@denvercps.com p. 303-809-4875



CHRIS BERVERT ESTIMATOR | 2 YEARS OF EXPERIENCE

e. chris.bervert@denvercps.com p. 785-213-1745



COLIN TAYLOR PROJECT MANAGER

e. colin.taylor@denvercps.com p. 303-249-0620

SERVING PROPERTIES. FACILITATING SUCCESS.

(720) 998-1893

travis.power@denvercps.com

www.denvercps.com



**ASPHALT
& CONCRETE**



Date	3/31/2022
Estimate #	AG22-0065
Customer #	6414
Rep	Abel Guzman

ESTIMATE / CONTRACT

Client Name: Heather Gardens
Attn: Don o'Gorman
Phone: 720 974-6906 **Fax:**
Address:
City, State, Zip
Email: don.ogorman@heathergardensmail.com

Project Name : Shop Heathers Garden
Address: 2877 South Heather Gardens Way
City/State: Aurora Co
Owner:
General Contractor:

Billing Name:
Billing Contact
Phone: **Fax:**
Address:
City, State, Zip
Email:

SCOPE OF WORK/LINE ITEMS

Colorado Asphalt Works, Inc. (the "Contractor") shall perform the following work (Contractor's Work")

DESCRIPTION:	RATE
(4 New Concrete Drain Pans) Sawcut and remove approx. 846 SqFt. of damaged Asphalt in 6 areas. Replace using 4000 PSI concrete 6" inches in depth. Form and broom finish.	\$ 10,575.00
(Full Patch-Back) Sawcut and remove approx:1692 SqFt. of damaged asphalt in 12 areas. Replace using grade "SX" hot asphalt rolled and compacted 6" inches in depth.2' In Both Sides Of New Pans.About 63 Tons.	\$ 11,340.00
Movolization	\$ 550.00
Aurora Tax	\$ 410.65
Fredy \$ 8460	
(Existing Concrete Drain-Pan) Sawcut and remove approx.201 SqFt. of damaged concrete Drain-Pan With 6"x12"Head in 3 areas. Replace using 4000 PSI concrete 6" inches in depth. Form and broom finish.	\$ 3,395.00
Aurora Tax	\$ 22.50
Fredy 2400	
Total: All Included (4 Pans)	\$ 26,292.50

DATE	
ESTIMATE #	
Customer #	
REP	Abel Guzman

- * Total is based upon acceptance of all line items. If only selected line items are approved, this Estimate/Contract will need to be revised accordingly.
- * Sprinklers must be off for 24 hours prior to beginning and for 24 hours after the completion of the project.
- * Vehicles need to be removed prior to our arrival.
- * No use of parking lot for a minimum of 24 hours after work is complete.
- * Have Towing company onsite to insure vehicles are moved.

Unless specifically included above as part of the Scope of Work, the Contractor's Work excludes the following: Fees for testing, permits, licenses and inspections, bonds, material removal, personal property removal, excavation, sub grade and grade preparation, traffic control, utility adjustments, snow, frost or trash removal, de-watering, de-mucking, and weather protection.

CONTRACT PRICE/PAYMENT TERMS

The Customer shall pay the Contractor the Contract Price of \$26,292.50, which is the total of the line items above, within 30 days of invoice date unless other payment terms are stated below:

GENERAL TERMS AND CONDITIONS

1. The Estimate of the Contract Price is valid for only 30 days.
2. All work performed by the Contractor under this Contract is warranted to be free of defects in workmanship and materials for a period of one (1) year from the date of substantial completion of Contractor's Work. The Contractor will, upon timely written notification in accordance with paragraph 3 below, correct such defects by suitable repair, replacement or refund at Contractor's sole option and expense. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. This limited warranty also excludes remedy for the following:
 - A. Damage or defect due to normal wear and tear or normal usage of the concrete, asphalt paving, asphalt patching or sealcoat.
 - B. Damage or defect caused by abuse, modifications, improper or insufficient maintenance or improper operations on, in or near the concrete, asphalt paving, asphalt patching or sealcoat.
 - C. Damage or defect caused by trucks and other vehicles or by other items of excessive weight being placed upon the concrete, asphalt paving, asphalt patching or sealcoat.
 - D. Damage or Defect to Contractor's Work caused by (i) work performed by the Customer, other trades or other contractors; (ii) site conditions which were not in plain view at the time Contractor commenced its work; (iii) the shifting and settling of the site, the grade, the subgrade or any other part of the subsurface; (iv) the failure of the grade, subgrade or other part of the subsurface; (v) improper or inadequate site preparation, excavation, grade or subgrade preparation by the Customer or other contractors; and (vi) pre-existing drainage problems on the site including inadequate or improper drainage.
3. Any claim under the Limited Warranty set forth above must be made in writing and delivered to Contractor within thirty (30) days from the date that the Customer knew or in the exercise of reasonable diligence should have known of the defect or damage. An untimely submission of a claim shall bar it.
4. Customer shall remove all personal property from the work area. Customer is responsible to locate, mark and inform Contractor of all underground utilities, sprinklers, wiring, manholes, valves and all other hazards or obstructions. The Contractor will not be held liable for damage to any unmarked underground utilities, sprinklers, wiring, man-holes or valves and Customer agrees to defend and hold Contractor harmless from any and all claims arising out of these unmarked items. The Contractor also will not be liable for delays and damages caused by acts of God, the acts and omissions of the Customer, other contractors or subcontractors, interference and obstruction of the Contractor's Work caused by the Customer, other contractors or subcontractors, shortages or nonavailability of labor, concrete, asphalt or other necessary materials, weather conditions, unforeseen site conditions, unforeseen subsurface conditions and all other conditions or events beyond the control of the Contractor.
5. Customer waives claims against the Contractor for special, incidental or consequential damages arising out of or relating to this Contract or the Contractor's Work.
6. Changes in the Contractor's Work may be authorized by either written change orders signed by the parties or by the verbal request of the Customer to which the Contractor agrees. The Contract Price may be increased by Contractor without a change order if there is a change in materials costs.
7. Invoices are payable upon receipt and bear interest at the rate of 1.5% per month (18% per annum), compounded monthly, accruing from thirty (30) days after the invoice date until paid. Payment of the Contract Price and any other sum due and owing to Contractor is not contingent or conditioned in any way upon the Customer receiving payment from the owner of the project, a construction lender, the general contractor or payment being made to Customer from any other source or third party.
8. Customer agrees to pay all collection costs incurred by Contractor to collect amounts owed to Contractor under this Contract or incurred by Contractor to enforce any other term of this Contract, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

COLORADO ASPHALT WORKS, INC.

This Proposal/Contract is accepted. Colorado Asphalt Works, Inc. is authorized to proceed with the Work under this Contract.

By: *Abel Guzman*

CUSTOMER: _____

Print Name: Abel Guzman

By: _____

Title: _____

Phone: 1-800-BLACKTOP

or

Denver: 303-340-4750

Colo. Springs: 719-232-6200



Asphalt Coatings Company, Inc.

P. O. Box 472918

Aurora, CO 80047

Fax: 303-340-4756

Serving Colorado's Front Range Since 1986

CONTRACT

Job Name Heather Gardens Contact: Don O'Gorman Phone: 1410-501-4940 Date: 01/11/21

2788 So. Heather Gardens Way Aurora Colo 80014

Management/Owner Name Same as Above

Address: 2788 So. Heather Gardens Way Aurora Colo 80014 Fax / E-mail Don.OGorman@HeatherGardens.Org

Asphalt Coatings Company, Inc. Representative: Victor Turner Cell 303-618-4141 Phone: 720-303-1140

We hereby submit specifications and estimates for: **Building Maintenance Shop**

4 inches Rotomill and Pave

\$26,148

Grind approx. 6,300 Sq.Ft. of damage and failing asphalt.

Apply full tact coat for adherence and repave 4" of hot (SX Grade aggregate). Asphalt Mix in lifts. Compact with ride- on steel drum roller. Dispose of all debris daily. **For a 3 Inch Mill and pave the is cost \$23,115**

Crack Sealing (980LF)

\$1,200

Clean and remove weeds from predominant cracks ¼" or wider with compressed air. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORING AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

Sealcoat (17,426 SF)

\$4,356

Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty Coaltar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 1 days. **Two Coat Apply**

Striping

\$750

Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

Rubber Parking Stop Blocks

Install new Rubber Parking Blocks, align and set with new steel pins. (\$75ea. + \$250 Delivery)

EXCLUSIONS: Dirt prep or grading and compaction, testing, moisture control, winter protection, design, engineering, surveying, dewatering, permit, bond, as built drawing, signage, irrigation repair, repair to damaged underground utilities not located by customer, traffic control.

The next step to begin scheduling is to email a signed copy of this proposal to VTurner@asphaltcoatings.net or fax a copy to (303) 340-4756 cell (720) 505-1140). If you have additional questions after our proposal review, please let me know how I can help make your pavement something your customers admire!

Total (Labor and Materials) \$ 32,454

Down payment of one third upon acceptance with balance due in full upon installation.



Note: 1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) All proposals subject to approval of management 3) All cars and non-stationary objects will be removed from the work areas by customer on scheduled work days by 7:00 am. 4) Legal fees and court costs incurred in the collection of monies owed according to this contract shall be borne by the customer. 5) This contract does not include design or engineering. 6) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Submitted by:

Accepted by:

By: Victor Turner

(Purchaser)

(Date)

* The signer serves as authorized agent for owner and binds the written contract. Acceptance of Proposal: The above prices, specifications and Standard Conditions (page 2) are satisfactory and hereby accepted. You are authorized to perform the work specified. Payment will be made as specified above with a 2% monthly interest penalty applying to late payments.

Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or recompaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancellation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an annual percentage rate of 24%). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium charges for the purchase of water for this project.
20. **EDGE LINE CRACKING:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damaged exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.

INITIAL: _____

Untitled Map

Write a description for your map.



3 or 4 inches Mill and Pave is recommended

Sealcoat
Crackseal
Restripe

- Legend**
- NATIONAL WILDLIFE REFUGE
 - Path Measure