



2888 S Heather Gardens Way, Aurora, CO 80014
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HEATHER GARDENS METROPOLITAN DISTRICT CONTRACT

- 1. PARTIES.** The Heather Gardens Metropolitan District (hereinafter, "District") hereby contracts with Battle Born and Company (hereinafter "Contractor") to provide the products and/or services defined in paragraph 3, Scope of Work, below, (hereinafter "Work"). The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.
- 2. TERM.** The Contractor shall commence the Work on November 20, 2023, or within 2 days of the acceptance of this contract by the parties, or as otherwise agreed to by the District. The Contractor shall complete all the Work by December 20, 2023. Exceptions to the completion date include delays caused by weather or the delivery of parts ordered upon acceptance of this contract or in the case of unanticipated parts required, ordered when the part requirement became known.
- 3. SCOPE OF WORK.** The "Work" contracted for pursuant to this Work Order shall consist of the following: Redesign of Rendezvous Restaurant kitchen including layout and procurement of equipment, test fit, securing a cleaning company, develop mock menu, work with architects, and training of restaurant staff.

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

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

- 4. COMPENSATION.** The Contractor shall be paid an amount not to exceed \$7,500 plus \$75 per hour not to exceed \$3,000 by the District for Work satisfactorily performed within 30 days of completion. If the Work requires an inspection by the city or other required inspections, 10% of the contract amount will be held until such time as the Work passes such inspections. The Contractor shall be solely responsible for all expenses it incurs in the performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein.
- 5. PERFORMANCE BOND.** As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S. are hereby

incorporated by this reference into this contract as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.

6. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this contract, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this contract and/or the Work provided hereunder, including, without limitation, Any claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations of this paragraph shall survive termination or expiration of this contract.
7. **INSURANCE.** The Contractor shall secure and maintain for the term of this contract adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Contractor's acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.
8. **CONFIDENTIALITY.** During the performance of this contract the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this contract or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this contract or accessed by the Contractor as a result of this contract. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, et seq., C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this contract.
9. **MISCELLANEOUS PROVISIONS.**
 - a. **Subject to Annual Budget and Appropriation.** The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds

are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this contract as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.

- b. **Governmental Immunity.** Nothing in this contract, or in any actions taken by the District pursuant to this contract, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.
- c. **Integration/Modification/Assignment/Termination.** This contract contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this contract shall be valid or binding. This contract may be modified, amended, or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this contract or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this contract or any interest hereunder, in whole or in part, at any time. The District may terminate this contract at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.
- d. **Severability/Non-Waiver/Governing Law and Venue.** If any term or provision of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this contract; provided, however, that if any fundamental term or provision of this contract is invalid, illegal, or unenforceable, the remainder of this contract shall be unenforceable. No waiver of any of the provisions of this contract shall be deemed to constitute a waiver of any other provision of this contract, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This contract shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.
- e. **Execution.** This contract may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., C.R.S., as amended from time to time.

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

DISTRICT:

CONTRACTOR:

Daniel Taylor
Signature

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

Signature Contractor:

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

Robin O'Meara
Signature

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

Signature

By: _____
Title: _____
Date: _____

Attachments: Contractor Proposal dated 11/3/2023.



DATE 11/03/23

COMPANY TO Heather Gardens Rendezvous

PRINCIPAL Robin O'Meara

SCOPE • Phase One/Structured Work: Redesign of Current Kitchen- including layout & procurement of equipment

- o Layout is conducive with future menu development to maximize efficiency
- o The procurement of equipment is timely and pricing is preferable
- o Secure an architect and provide pricing for strictly test fit usage
- o New kitchen layout selected will keep in mind the potential application of Phase 2 & Phase 3, which includes alterations to the dining room and replacement of the bar

• Phase One/Development Work:

- o Secure a cleaning company contact
- o Develop mock menu to show optimal range of selected new layout
- o Work with architects on test fit layout with the 3 options in mind
- o Adjustments made via feedback

\$7,500 base for Phase One Structured Work /

PAYMENT \$75/hour for Phase One Development Work (not to exceed \$3,000)

TERMS FOR PAYMENT 25% deposit due at start date/ \$1,875 billed biweekly from start date + hourly amount

EXTENDED SCOPE

Supervision of vendors/ensuring vendor work is kept on track and followed through with. Ballpark of supervision between \$3k-5k.

BY:
JOSH BOTTINI / BATTLE BORN + CO

Incorporated by reference into
BY: ROBIN O'MEARA / HEATHER
GARDENS *contract dated 11-21-23*

SIGNATURE: _____

SIGNATURE: *Robin O'Meara*



LET'S CHAT

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