

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”), effective this 20th day of October, 2023 (“**Effective Date**”), is entered into by and between Chavez Services, LLC, a Colorado Limited Liability Company (“**Contractor**”) and the Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“**District**”). The Contractor and the District are referred to collectively as the “**Parties**” and individually as a “**Party**.”

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Project. The Contractor agrees to perform the work described in the bids attached as Exhibit A (“**Project**”). This Agreement and the attached Exhibit A, as they may be amended by any approved Change Order, are referred to as the “**Contract Documents**.” If there is a conflict between this Agreement and any other Contract Documents (except for an approved Change Order), this Agreement shall control.

2. Work. The term “**Work**” means all labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner construction of the Project in strict compliance with the Contract Documents. The Contractor agrees to perform the Work in a good and workmanlike manner in accordance with the Contract Documents and all applicable licenses and permits.

3. Contract Price. In exchange for the Contractor’s satisfactory performance of the Project, the District shall pay the Contractor a total of One Hundred and Four Thousand Four Hundred and Three Dollars and Fifteen Cents (\$104,403.15) (“**Contract Price**”). The Contract Price shall be subject to adjustments for increases or decreases reflected in any approved Change Order.

4. Payment. The Project is composed of three separate areas of Work, as more specifically set forth in Exhibit A (each a “**Sub-Project**”). Upon the District’s final acceptance of a Sub-Project, the Contractor shall promptly submit an invoice for the total cost of the Sub-Project. The District shall pay 95% of an undisputed invoice within fifteen days of receipt from the Contractor. Upon the Contractor’s completion of the entire Project, the District shall set a date and time for final settlement payment. If any person or entity that has furnished labor, materials, sustenance, or other supplies used or consumed by the Contractor or a subcontractor of the Contractor in or about the performance of the Work and the Project or that supplies laborers, rental machinery, tools, or equipment to the extent used in the performance of the Work, and whose claim therefor has not been paid by the Contractor or the Subcontractor, as applicable, files a verified statement of claim at any time up to and including the time of final settlement payment, the District will withhold from the payment to the Contractor an amount sufficient to pay the amount claimed due in accordance with C.R.S. §38-26-107. The District shall pay the Contractor any funds remaining after the District withholds funds to satisfy any verified statement(s) of claim timely filed with the District.

5. Performance and Payment Bond(s). The Contractor shall obtain a performance and payment bond(s) in an amount equal to the Contract Price. The cost of the performance and payment bond(s) shall be included in the Contract Price. The Contractor shall provide the District with a copy of the performance and payment bond(s) prior to commencing the Work.

6. Governmental Immunity and Indemnification.

a. This Agreement and the other Contract Documents are not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current and former directors, officers, representatives, and agents under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

b. The Contractor shall indemnify and defend the District and its current and former directors, officers, representatives, and agents from and against any loss, liability, damage, claim, cost or expense (including reasonable attorneys' fees, costs, and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of the Contractor, or any subcontractor, vendor or supplier, or other person or entity performing any Work or any aspect of the this Agreement on behalf of the Contractor or a subcontractor, the other Contract Documents, or the Project. The Owner has the right to select its legal counsel, even though the Contractor is solely responsible for the payment of the defense costs.

7. Changes in the Work. Changes in the Work may be accomplished after execution of this Agreement by a Change Order. A Change Order shall be in writing and signed by the Parties. At a minimum, the Change Order shall state the change in the Work, and the amount of the adjustment, if any, in the Contract Price.

8. Permits and Government Inspections. The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor represents and warrants that it holds all licenses necessary for performance of the Work and agrees to maintain such licenses throughout the duration of the Project.

9. Insurance. The Contractor shall maintain workers' compensation insurance required on all Contractor employees with minimum coverage at least equal to the statutory minimum. The Contractor shall also maintain comprehensive general liability, independent contractor's liability, and business automobile liability insurance with minimum coverage for bodily injury in the amount of \$1,000,000 per occurrence and minimum coverage for property damage in the amount of \$1,000,000 per occurrence. All such insurance shall include the District as an additional insured and shall include a provision prohibiting cancellation, termination, or alteration without thirty (30) days prior written notice to the District. The insurance shall also state that the District's insurance is not contributory. The Contractor shall provide the District with a copy of the Certificate(s) of Insurance or endorsement(s) before commencing the Work.

10. Non-Conforming Work and Warranty. For a period of one year after the date of completion of the entire Project, the Contractor warrants to the District that materials and

equipment furnished under this Agreement will be new and of good quality, the Work and the workmanship will be free from defects, and the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall constitute “**Non-Conforming Work**”. If, within one year after the date of final settlement payment, Non-Conforming Work is discovered, the Contractor shall correct it promptly after receipt of written notice from the District. If the Contractor fails to promptly correct the Non-Conforming Work, the District may correct it and the Contractor shall reimburse the District for all costs and expenses incurred in correcting the Non-Conforming Work.

11. No Assignment. Neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

12. Attorneys’ Fees, Costs, and Expenses. In any civil action or proceeding arising from or relating to this Agreement, the Work and/or the Project, the prevailing Party shall be awarded its reasonable attorneys’ fees, costs, and expenses, including any reasonable attorneys’ fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award.

13. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County.

14. Miscellaneous. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

By: Mark Rubic
Mark Rubic, Board President

CHAVEZ SERVICES, LLC

By: Ermilo Chavez
Ermilio Chavez, Manager

EXHIBIT A BIDS



Estimate By: Ermilo Chavez
990 S. Garrison St
Lakewood, CO 80226
Cell No. 720-308-2926

| Client Name / Address | Date: 10/02/2023 | Estimate No. | E2023284 |
|--|---|--------------|---------------------|
| Roxborough Village Metro District Ephram Glass | Project Location: Roxborough Metro District Trails Littleton, CO (Alternative Sections) | | |
| Task Description | Qty | Rate | Amount |
| 1. Concrete Saw Cutting | LS | | \$ 1,900.00 |
| 2. Concrete Path Demolition - concrete removal, hauling, and disposal fees. (includes 7 different path areas) | 1296 sq. ft | \$ 2.50 | \$ 3,240.00 |
| 3. Earthwork 1 - excavate 2" of existing soil, hauling, and disposal. | 1296 sq. ft | \$ 1.60 | \$ 2,073.60 |
| 4. Earthwork 2 - Soil grading and compaction. | 1296 sq. ft | \$ 1.25 | \$ 1,620.00 |
| 5. Place New Concrete Path - Place 6" thick path, 4500 psi minimum strength, reinforced with fibermesh. Broomed finish. (includes 7 different path areas) | 1296 sq. ft | \$ 9.10 | \$ 11,793.60 |
| 6. Traffic Control | | LS | \$ 1,500.00 |
| 7. Mobilization, Concrete Buggies Add'l Expenses, & General Conditions | | LS | \$ 2,500.00 |
| | Total Project Estimate | | \$ 24,627.20 |
| Estimate Notes: | | | |
| 1. Permitting or testing fees of any type are excluded from this estimate. | | | |
| 2. All quantities are estimated. Invoicing will be based on actual quantities used or installed. | | | |
| 3. Bond is not included in this estimate. | | | |
| 4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton. | | | |
| 5. Over excavation can be provided at a rate of \$60/CY, includes removal off site. | | | |



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

| Client Name / Address | | Date: 10/02/2023 | Estimate No. | E2023281 |
|---|--|--|--------------|---------------------|
| Roxborough Village Metro District Ephram Glass | | Project Location: Chatfield Farms District Trails Littleton, CO | | |
| Task Description | | Qty | Rate | Amount |
| 1. Concrete Saw Cutting | | LS | | \$ 1,900.00 |
| 2. Concrete Path Demolition - concrete removal, hauling, and disposal fees. (includes 18 different path areas) | | 1648 sq. ft | \$ 2.50 | \$ 4,120.00 |
| 3. Earthwork 1 - excavate 2" of existing soil, hauling, and disposal. | | 1648 sq. ft | \$ 1.60 | \$ 2,636.80 |
| 4. Earthwork 2 - Soil grading and compaction. | | 1648 sq. ft | \$ 1.25 | \$ 2,060.00 |
| 5. Place New Concrete Path - Place 6" thick path, 4500 psi minimum strength, reinforced with fibermesh. Broomed finish. (includes 18 different path areas) | | 1648 sq. ft | \$ 9.10 | \$ 14,996.80 |
| 6. Traffic Control | | | LS | \$ 2,150.00 |
| 7. Mobilization, Concrete Buggies Add'l Expenses, & General Conditions | | | LS | \$ 4,160.00 |
| | | Total Project Estimate | | \$ 32,023.60 |
| Estimate Notes: | | | | |
| 1. Permitting or testing fees of any type are excluded from this estimate. | | | | |
| 2. All quantities are estimated. Invoicing will be based on actual quantities used or installed. | | | | |
| 3. Bond is not included in this estimate. | | | | |
| 4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton. | | | | |
| 5. Over excavation can be provided at a rate of \$60/CY, includes removal off site. | | | | |



Estimate By: Ermilo Chavez
 990 S. Garrison St
 Lakewood, CO 80226
 Cell No. 720-308-2926

| | | | |
|---|--|---|------------------------------|
| Client Name / Address Roxborough Village Metro District Ephram Glass | | Date: 10/02/2023 | Estimate No. E2023282 |
| | | Project Location: Roxborough Metro District Trails Littleton, CO | |
| | | | |
| Task Description | | Qty | Rate |
| 1. Concrete Saw Cutting | | LS | \$ 1,900.00 |
| 2. Concrete Path Demolition - concrete removal, hauling, and disposal fees. (includes 19 different path areas) | | 2623 sq. ft | \$ 2.50 \$ 6,557.50 |
| 3. Earthwork 1 - excavate 2" of existing soil, hauling, and disposal. | | 2623 sq. ft | \$ 1.60 \$ 4,196.80 |
| 4. Earthwork 2 - Soil grading and compaction. | | 2623 sq. ft | \$ 1.25 \$ 3,278.75 |
| 5. Place New Concrete Path - Place 6" thick path, 4500 psi minimum strength, reinforced with fibermesh. Broomed finish. (includes 19 different path areas) | | 2623 sq. ft | \$ 9.10 \$ 23,869.30 |
| 6. Extend Bench Concrete Pad - extend concrete pad by 24" and add (2) 10" diameter x 36" deep caissons. Includes re-installing the bench pad. | | | LS \$ 600.00 |
| 7. Traffic Control | | | LS \$ 2,150.00 |
| 8. Mobilization, Concrete Buggies Add'l Expenses, & General Conditions | | | LS \$ 5,200.00 |
| | | Total Project Estimate | \$ 47,752.35 |

- Estimate Notes:
1. Permitting or testing fees of any type are excluded from this estimate.
 2. All quantities are estimated. Invoicing will be based on actual quantities used or installed.
 3. Bond is not included in this estimate.
 4. New base material is not included. CDOT Class 6 base material can be delivered, placed, and compacted at a rate of \$55 per ton.
 5. Over excavation can be provided at a rate of \$60/CY, includes removal off site.