

CONSTRUCTION AGREEMENT
(Community Park Playground Concrete Work)

This Construction Agreement (“**Agreement**”), effective this 25th day of July, 2025 (“**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 Estimate No. BE2025295R1 attached as **Exhibit A** (“**Project**”). This Agreement and the attached Exhibit A, as they may be amended by any approved and signed 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 and signed 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 Seventy-Two Thousand, Nine Hundred and Twelve Dollars and Forty-Eight Cents (\$172,912.48) (“**Contract Price**”). The Contract Price shall be subject to adjustments for increases or decreases reflected in any approved and signed Change Order.

4. Payment and Retainage. The Contractor shall submit invoices by the first day of each month for the Work performed during the preceding month. The invoices shall be supported by documents, receipts, and other supporting information acceptable to the District. The District shall pay all undisputed portions of an invoice, less 5% retainage, within 30 calendar days of receipt.

5. Final Settlement. The District shall make a final settlement payment to the Contractor in accordance with Section 38-26-107, C.R.S., within 60 calendar days after the Project is completed satisfactorily and finally accepted by the District. The District shall publish notice of the date of the final settlement twice in a newspaper of general circulation within Douglas County, with the last notice being published at least 10 calendar days before the date of final settlement. On the date of final settlement, the District shall pay the Contractor all undisputed amounts owed, including retainage, except that, in accordance with Section 38-26-107, C.R.S., the District shall withhold the amount alleged to be owed a subcontractor, vendor, supplier or other individual or entity performing any aspect of, or providing goods or materials for, the Work, as set forth in a verified statement of claim submitted to the District on or before the date of final settlement.

6. Statutory Provisions. Pursuant to Section 24-91-103.6, C.R.S., the District states that:

a. It has appropriated funds for the Project in an amount that is equal to, or in excess of, the Contract Price;

b. The District shall not make a contract modification, as defined in section 24-101-301 (10), or other form of modification or issue a District directive that would require the Contractor to perform additional compensable Work that would cause the original Contract Price to be exceeded, unless the District gives the Contractor written assurance that lawful appropriations to cover the costs of the additional Work have been made and the appropriations are available prior to performance of the additional Work or unless such Work is covered under a remedy-granting provision in this Agreement; and,

c. For any form of modification or District directive requiring additional compensable Work to be performed, the District shall reimburse the Contractor for the Contractor's costs on a periodic basis, as those terms are defined in this Agreement, for all additional directed Work performed until a contract modification is finalized; provided, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable Work to be performed.

7. Governmental Immunity and Indemnification.

a. This Agreement and the other Contract Documents are not intended, and shall not be construed, as a limitation on or waiver of or any of the rights, privileges, immunities, limitations on damages, and defenses provided to, or enjoyed by, the District and its current and former directors, officers and agents under federal and 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, and agents from and against any loss, liability, damages, claim, cause of action, 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 of the Contractor, or any other person or entity performing any Work or any aspect of this Agreement, the other Contract Documents, or the Project. The District has the right to select its legal counsel, even though the Contractor is solely responsible for the payment of the reasonable attorneys' fees, costs, and expenses incurred by such legal counsel.

8. Changes in the Work. Changes in the Work may only be accomplished after execution of this Agreement by an approved Change Order that is 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.

9. Contractor Licenses. 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.

10. 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 "Roxborough Village Metropolitan District" as an additional insured and shall also include a provision prohibiting cancellation, termination, or alteration without thirty (30) days prior written notice to the District. The insurance also shall 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.

11. Non-Conforming Work and Warranty. For a period of one year after the date the District pays the Contractor the Contract Price, 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 the District pays the Contractor the Contract Price, 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 fees, costs, and expenses incurred in correcting the Non-Conforming Work.

12. 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.

13. 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 the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award.

14. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Douglas County. 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.

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

**ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT**

By: Ephram Glass
Ephram Glass, Board President

CHAVEZ SERVICES, LLC

By: Ermilo Chavez
Ermilo Chavez, Manager

EXHIBIT A



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

ESTIMATE

Client Name / Address	Date: 07/15/2025	Estimate No. BE2025295R1	
Roxborough Village Metro District Attn: Ephram Glass	Project Location: Playground Area at 7671 N. Rampart Range Rd Littleton, CO 80125 Concrete, Handrail, and Drainage Work		
Task Description	Qty	Rate	Total
1. Earthwork 1 - excavation, soil grading, compaction. Also includes 45 tons max of CDOT Class 6 base material for new concrete.		LS	\$ 14,000.00
2. Earthwork 2 - soil hauling and disposal expenses.		LS	\$ 12,500.00
3. Erosion Control, straw wattles w/ wood stakes	350 lf	\$ 4.50	\$ 1,575.00
4. Demolition - concrete sidewalk saw cutting, demolition, hauling, and disposal expenses includes.	1200 sf	\$ 2.80	\$ 3,360.00
5. New concrete retaining wall, 8" wall and footing thickness x 220' ±, 2' min. wall height and 4' max. height, 4,500 psi concrete reinforced with #4 rebar horizontally and vertically. Includes 2" dia. drain holes at 10' OC with crushed stone. Wall rub finished with Ardex grout.			\$ 70,000.00
6. New concrete sidewalk, 6" thickness x 6', 4,500 psi concrete with fibermesh reinforcement.	630 sf	\$ 12.60	\$ 7,938.00
7. New concrete sidewalk, 6" thickness x 8', 4,500 psi concrete with fibermesh reinforcement.	1440 sf	\$ 12.60	\$ 18,144.00
8. French and/or Trench Drain w/ 9" drain rock around, geotextile included.		LS	\$ 4,600.00
9. Playgroun Drain, 4" perforated pipe w/ an 8" concrete head wall.		LS	\$ 3,445.00
10. Handrail per sketch provided.	200 lf	\$ 80.00	\$ 16,000.00
11. Backfill and seeding disturbed areas.		LS	\$ 5,500.00
12. Mobilization and general conditions.		LS	\$ 9,200.00
13. Bonding Expenses		LS	\$ 6,650.48
		Total Estimate	\$172,912.48