

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”), effective the 19th day of February, 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 bids 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 Fifty-Three Thousand Twenty-Three Dollars (\$53,023.00) (“**Contract Price**”). The Contract Price shall be subject to adjustments for increases or decreases reflected in any approved and signed Change Order.

4. **Payment.** The Project is composed of four 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 thirty 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. The Contractor shall increase the amount of the performance and payment bond(s) to reflect any increase in the Contract Price through a Change Order(s) signed by the Parties.

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 rights, privileges, immunities, and 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 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 attorneys' fees, costs, and expenses incurred by such legal counsel.

7. Changes in the Work. Changes in the Work may only 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, Fees, and Government Inspections. The Contractor shall secure and pay for all governmental fees and inspections necessary for proper execution and completion of the Work. The Contractor also shall secure and pay for all permits necessary to perform the Work; provided, that the costs of the permits are in addition to the Contract Price and shall be submitted to the District for reimbursement. 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 "Roxborough Village Metropolitan 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 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.

10. Non-Conforming Work and Warranty. For a period of one year after the date of final settlement payment, 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 fees, 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 the 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 Immediately Follows]

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
BIDS



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

Client Name / Address	Date: 02/06/2025	Estimate No.	E2024255R3
Roxborough Village Metro District Ephram Glass	Project Location: Red-Blue Mesa Access Roxborough Metro District		
Task Description	Qty	Rate	Amount
1. Crack fill repairs.		LS \$	2,625.00
2. Seal coat, 2 coats.	12600 sf	\$ 0.48	\$ 6,048.00
3. Mobilization, traffic control, and general conditions.		LS \$	1,785.00
4. Bonding expenses.		LS \$	420.00
		Total Estimate	\$10,878.00



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

Client Name / Address	Date: 2/06/2025	Estimate No.	E2024256R3
Roxborough Village Metro District Ephram Glass	Project Location: Tennis Court Parking at 7671 N. Rampart Rd Roxborough Metro District		
Task Description	Qty	Rate	Amount
1. Crack fill repairs.		LS	\$ 3,120.00
2. Asphalt Patching, remove and replace, 6" thickness max.	300 sf	\$ 10.00	\$ 3,000.00
3. Seal coat, 2 coats.	9270 sf	\$ 0.48	\$ 4,449.60
4. Striping including handicap spaces.		LS	\$ 788.00
5. New concrete sidewalk, 6" thickness. Includes soil excavation, hauling, grading, and compaction. 4500 psi concrete with fibermesh reinforcement.	320 sf	\$ 12.60	\$ 4,032.00
6. New concrete curb, 6" x 8". Includes soil excavation, hauling, grading, and compaction. 4500 psi concrete with #4 steel reinforcement.	125 ft	\$ 43.00	\$ 5,375.00
7. Place new concrete wheel stops.	20 ea	\$ 158.00	\$ 3,160.00
8. Mobilization, traffic control, and general conditions.		LS	\$ 2,950.00
9. Bonding expenses.		LS	\$ 1,075.00
		Total Estimate	\$27,949.60



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Client Name / Address	Date: 2/06/2025	Estimate No.	E2024257R3	
Roxborough Village Metro District Ephram Glass	Project Location: Chatfield Farms Park Parking Roxborough Metro District			
<i>Task Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>	
1. Crack fill repairs.		LS	\$	2,625.00
2. Asphalt Patching, remove and replace, 6" thickness max.	442 sf	\$ 10.00	\$	4,420.00
3. Seal coat, 2 coats.	8230 sf	\$ 0.48	\$	3,950.40
4. Striping including handicap spaces.		LS	\$	650.00
5. Mobilization, traffic control, and general conditions.		LS	\$	2,000.00
6. Bonding expenses.		LS	\$	550.00
		Total Estimate		\$14,195.40