

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”), effective the 22nd day of August, 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 Estimate No. E2025318, dated August 14, 2025, and attached as Attachment A (“**Project**”). This Agreement and the attached Attachment 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 and Payment. In exchange for the Contractor’s satisfactory performance of the Project, the District shall pay the Contractor a total of Nineteen Thousand Six Hundred and Thirty Dollars (\$19,630.00) (“**Contract Price**”). The District shall pay the Contractor the Contract Price within 30 calendar days of the date the District accepts the Project as satisfactorily completed.

4. 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 the rights, privileges, immunities, limitations on damages 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 on any judgment, order, or award.

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

12. 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.

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

ATTACHMENT A

		Estimate By: Ermilo Chavez 990 S. Garrison St Lakewood, CO 80226 Cell No. 720-308-2926		
		Date: 08/14/2025	Estimate No.	E2025318
Client Name / Address Roxborough Village Metro District Ephram Glass		Project Location: Roxborough Metro District Trails Littleton, CO (New Crusher Fines Trail, 3' wide)		
Task Description		Qty	Rate	Amount
1. Earthwork 1 - excavate 4" of existing soil, hauling, and disposal.		1215 sq. ft	\$ 1.90	\$ 2,308.50
2. Earthwork 2 - Soil grading and compaction.		1215 sq. ft	\$ 0.60	\$ 729.00
3. Weed Fabric - Sunbelt SBLT6300 .		1215 sq. ft	\$ 0.50	\$ 607.50
4. Landscape Edging - 14 Gauge, green, steedge w/ stakes at 40" on center .		780 lf	\$ 6.00	\$ 4,680.00
5. Place New Crusher Fines Path - 5' wide x 4' thickness, south end widened .		1215 sq. ft	\$ 7.00	\$ 8,505.00
6. Traffic Control			LS	\$ 300.00
7. Mobilization & General Conditions			LS	\$ 2,500.00
		Total Project Estimate		\$ 19,630.00