

## CONSTRUCTION AND REPAIR AGREEMENT

This Construction and Repair Agreement ("**Agreement**"), effective the 30<sup>th</sup> day of October 2023 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Property Solutions Team ("**PST**"). The District and PST are referred to as the "**Parties**" and individually as a "**Party**."

1. **DISTRICT'S REPRESENTATIVE.** The District designates Peggy Ripko with Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228 (pripko@sdmsi.com; 303-987-0835), as its representative for the Projects ("**District's Representative**").

2. **WORK TO BE PERFORMED.** PST agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work described in the July 10, 2023 Estimate (Job #8185MNT), the September 5, 2023 Estimate (Job #8330MNT), and the May 9, 2023 Estimate (Job #8123MNT) attached as Exhibit A (collectively, the "**Work**"). Each Estimate shall be referred to as a "**Project**" and collectively as the "**Projects**." With respect to the July 10, 2023 Estimate (Job #8185MNT), PST shall use dark sky compliant lighting.

3. **CONTRACT PRICE.** In exchange for PST's satisfactory performance of the Work and the Projects, the District agrees to pay, and PST agrees to accept as full compensation for performing all the Work and the Projects, Twenty-Eight Thousand Eight Hundred and Two Dollars and Forty-Six Cents (\$28,802.46) ("**Contract Price**"). The Contract Price shall be paid in installments that are equal to the total amount stated in an Estimate. Prior to PST commencing a Project, the District shall pay the percentage of the total cost of that Project set forth in the Estimate that applies to that Project. The District shall pay the balance of the amount owed for a Project within thirty (30) days of PST's satisfactory completion, and the District's acceptance, of a Project. The undisputed amount owed on a Project that is not paid within the 30-days period shall accrue interest at the rate of eight percent (8%) per annum, compounded annually, until paid in full.

4. **TERMINATION.** The District may terminate this Agreement at any time upon five (5) business days prior written notice of termination; notwithstanding the foregoing, the District may immediately terminate this Agreement, and without prior notice, if PST:

- a) Breaches the terms of this Agreement.
- b) Becomes insolvent, is subject to a petition in bankruptcy filed by or against PST, or is placed under control of receiver, liquidator, or committee of creditors.
- c) Assigns or attempts to assign this Agreement without the District's prior written consent.
- d) Ceases to function as a going concern or abandons the Work.

If this Agreement is terminated, the District will pay PST that portion of the Contract Price actually earned by PST through the date of termination, as determined by the District in its sole discretion.

5. **LAWS AND REGULATIONS.** PST, and its employees and agents, shall at all

times comply with all applicable federal, state, county and municipal laws, ordinances, statutes, rules, and regulations (collectively "**Applicable Laws**"). PST shall procure and pay for all permits, licenses, and inspections required by any governmental authority for any part of the Work under this Agreement, and shall furnish any bonds, security, or deposits required by such governmental authority to permit performance of the Work.

6. **INSURANCE.** PST shall acquire and maintain in full force and effect during the performance of the Projects, and acceptance by the District, the insurance coverage set forth below. All insurance shall be placed with insurance carriers licensed in Colorado with an A.M. Best and Company rating of no less than A- and/or Standard and Poor's Insurance Solvency Review rating of no less than A- or as otherwise accepted by the District's Representative. Each such policy shall include a provision that the insurer shall provide the District thirty (30) days written notice prior to cancellation or material modification of any policy of insurance obtained to comply with this Section. Except for workers' compensation insurance, each policy shall include the "Roxborough Village Metropolitan District" as an additional insured and shall state that it is primary and non-contributory from the District's insurance.

- a) Workers' Compensation Insurance in accordance with Applicable Laws;
- b) Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate; and,
- c) Commercial automobile liability insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage, each accident covering any auto.

Prior to commencing any Work hereunder, PST shall provide the District's Representative with certificates of insurance or endorsements evidencing that (i) all of the insurance required by this Agreement is in full force and effect; and, (ii) will remain in effect until the Projects have been completed and accepted by the District.

7. **INDEMNIFICATION.** PST shall indemnify and defend the District, and its directors, officers, and agents, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, costs, and expenses, arising out of, relating to, or resulting from performance of this Agreement and the Work that is caused in whole or in part by the negligent or intentional acts or omissions of PST, PST's subcontractors, and anyone else that is directly or indirectly performing any part of the Work on behalf of PST. The District shall be entitled to hire its own attorney notwithstanding PST's obligation to pay the reasonable attorney's fees, costs, and expenses incurred by the attorney.

8. **SAFETY.** PST, and its agents and employees, shall follow all applicable safety and health laws in performing the Work, including the rules and regulations promulgated by the Federal Occupational Safety and Health Administration.

9. **CHANGE ORDERS.** The Parties may mutually agree to changes in the scope and/or nature of the Work through a written document signed by both Parties ("**Change Order(s)**"). All Change Orders shall a) describe in detail the change in the scope and/or the nature of the Work;

b) when the Work will be performed; and, c) any reduction or increase in the Contract Price.

10. **GOVERNMENTAL IMMUNITY.** This Agreement is 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 or past directors, officers, 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.*

11. **CONFLICTS.** If there is a direct or indirect conflict between the terms and conditions in the Estimates attached as Exhibit A and the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.

12. **INDEPENDENT CONTRACTOR.** PST UNDERSTANDS AND AGREES: A) PST AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY PST OR SOME ENTITY OTHER THAN THE DISTRICT; AND B) PST IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

Under penalties of perjury, PST certifies that 20-1747447 is PST's correct Federal Taxpayer Identification Number. By signing this Agreement, PST certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings, or assessments under Applicable Laws.

13. **NOTICE.** Any notice required or permitted under this Agreement shall be in writing and given by hand delivery or sent by certified or registered mail, return receipt requested, to the address set forth on the signature page, or at another address previously furnished in writing to the other Party pursuant to this Section. A notice sent by certified or registered mail is deemed given when received, or three (3) business days after deposit in the mail, whichever is earlier.

14. **ADDITIONAL TERMS.** This Agreement is the entire agreement between the Parties; 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. Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising from or relating to this Agreement or the Work, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and both of which shall constitute one valid and binding instrument.

***[Signature Page Immediately Follows]***

**Roxborough Village Metropolitan District, a  
political subdivision of the State of Colorado**

By: Mark Rubic 10/31/2023  
Mark Rubic, Board President Date

Attest:  
By: Travis C Jensen 10/30/2023  
Travis Jensen, Board Secretary Date

Address: Roxborough Village Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

**Property Solutions Team**

By: David Lian 10/30/23  
David Lian, President Date

Address: Property Solutions Team  
4191 Inca Street  
Denver, CO 80211

**EXHIBIT A**  
(Estimates)



**Estimate**

4191 Inca St  
Denver CO 80211  
Phone (303) 350-4778 Fax (303) 232-3344

Roxborough Village  
7671 N Rampart Range Rd  
Littleton, CO 80125

Date: 7/10/2023  
Job # 8185MNT

**Bid Description:** Replace Skylight, Timer, Lights, and Trim on Community Park Restroom

**Items:**

**Item Name:**

**Item Cost**

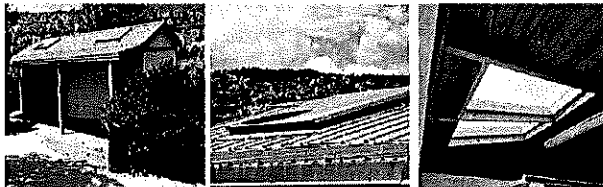
**Notes -**

This estimate is to remove and replace 2 Skylights, a timer, 3 lights, and trim on the Community Park Restrooms. We will be removing the 2 damaged 4x4 skylights, skylight trim, and caulking. Once that is complete we will replace 2 4x4 skylights. Replace trim with Allura trim, and caulk. Caulking is not required but recommended. We will remove the old antilog timer and replace it with a digital timer. We will set the timer to the specified times. We're going to remove the old light fixtures and replace them with new LED dark sky-compliant fixtures. We need to remove the old rotting trim. Then replace with new Allura trim. Paint the new trim to match the old trim. We cannot guarantee a 100% match.

**Skylight Repair**

- 1) Remove 4x4 trim from existing skylight.
- 2) Remove caulking from the existing skylight frame.
- 3) Remove current skylight panels.
- 4) Install new 4x4 Allura Trim.
- 5) Install new 4x4 Polycarbonate skylight panels. Polycarbonate is break resistant but not guaranteed to not break.
- 6) Replace caulking, not required but recommended.
- 7) Dispose of debris and clean up the area.

**\$2,146.97**



**New Timer**

- 1) Remove old antilog timer



- 2) Install new automatic timer.
- 3) Set the new timer to specified times.
- 4) Dispose of debris and clean up the area.

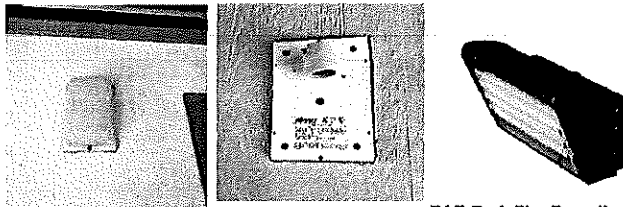
\$385.00



**New Lights**

- 1) Remove 3 old light fixtures. 2 on front by bathrooms, 1 by backdoor.
- 2) Install 3 new dark sky-compliant LED light fixtures RAB 42W - 5000K Downlights
- 3) Dispose of debris and clean up the area.

\$935.00

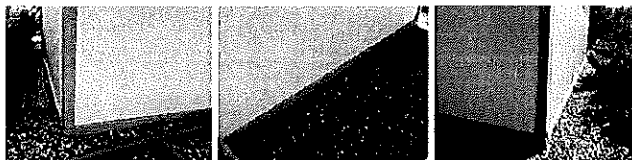


RAB Dark Sky-Compliant Fixture

**New Siding**

- 1) Remove old damaged trim on the back of community restrooms.
- 2) Install new Allura Trim.
- 3) Paint trim to match existing. No guarantee of a 100% match.
- 3) Dispose of debris and clean up the area.

\$1,031.49



**Notes**

- 1) The job will take one week to complete, weather dependent.
- 2) Any items not listed above or unforeseen conditions will result in change order.
- 3) 50% commencement required for order of material.

Total

**\$ 4,498.46**

# PST

## Estimate

4191 Inca St  
 Denver CO 80211  
 Phone (303) 350-4778 Fax (303) 232-3344

Date: 9/5/2023  
 Job # 8330MNT

Roxborough Village  
 Special District  
 7671 N Rampart Range Rd.  
 Littleton, CO 8125

Bid Description: Bathroom Repairs

Item Name: Item Cost

Notes - This estimate is to make bathroom repairs. Bathrooms need new identification men/women's signs. The soap dispensers are missing from both bathrooms. The men's restroom needs a new air freshener. The men's restroom needs sediment cleaned off the urinal. It is splashing water on the floor. Fix the toilets that are not held to the wall correctly. We will install new signs, soap dispensers, and air freshener. Clean the sediment off the urinal. Install washers on the backside of the toilets.

- 1) Install a new metal Men's sign on the door.
- 2) Install a new metal Women's sign on the door.
- 3) Install a new soap dispenser in the men's restrooms.
- 4) Install a new soap dispenser in the women's restrooms.
- 5) Install a new air fresher in the Men's restroom, Install cage to protect.
- 6) Clean sediment off the urinal to keep it from splashing the ground.
- 7) Install (8) 3" washers on the backside of the wall to keep the toilets from moving.
- 8) Clean up job related debris.



Vandal Proof

Notes

- 1) Job will take one day to complete, weather dependent.
- 2) Any items not listed above or unforeseen conditions will result in change order.
- 3) 30% commencement is required for the order of material.

Total

\$ 1,849.00



# Estimate

4191 Inca St  
Denver CO 80211  
Phone (303) 350-4778 Fax (303) 232-3344

Date: 5/9/2023

Job # 8123MNT

Chatfield Farms HOA  
JMS - Larry Loften  
245 Cavaletti Dr  
Littleton CO 80125

**Description:** Estimate to reface and top park planter with new rock and top cap.

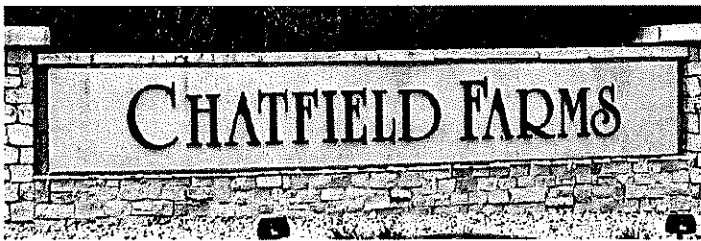
**Items:**

**Item Name:**

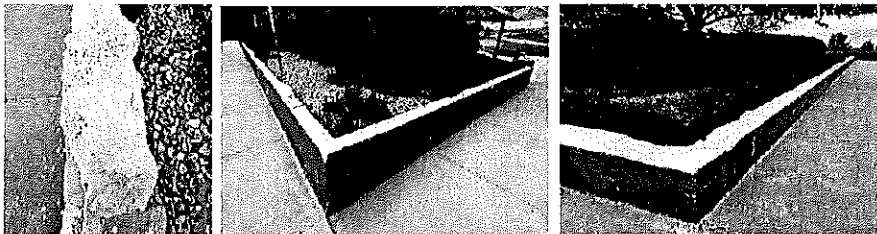
**Item Cost**

**Notes -** This estimate is to reface the playground planter, there used to be faux rock on the face and a top cap. All has been removed and there is still mortar and top cap that will need to be removed. This estimate we be for cleaning up the planter top and walls, prep for new and install new faux rock and top cap. The material will match the from property signage as close as possible.

- | Install safety barriers for work to be done.
- | Chipping and or grinding of existing mortar and concrete to level surface.
- | Installing concrete adhesive to the face of the planter wall.
- | When installing faux rock skim coat metal lathe will be installed.
- | Install Faux Rock to the face of the planter wall, Sample of Faux Rock will be provided prior to install.
- | Install new top cap to planter approx.: 180 In ft.
- | Final clean up.



New Stone to Match Entry Sign



Existing Conditions Of Planter Wall





**Notes**

- 1) Job will take 5 days to complete, weather dependent.
- 2) Any Items not listed above or unforeseen conditions will result in change order.
- 3) 50% commencement required for order of material.

**Total**

**\$ 22,455.00**