

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

<https://roxvillagemetro.colorado.gov>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Ephram Glass	President	2027/May 2027
Debra Prysby	Vice President	2027/May 2027
Cliff Linhardt	Treasurer	2029/May 2029
Ron Bendall	Secretary	2029/May 2029
Stephen Throneberry	Assistant Secretary	2029/May 2029

DATE: September 08, 2025
TIME: 6:00 p.m.
LOCATION: Roxborough Library and Virtual Meeting
8357 N Rampart Range
Rd # 200, Littleton, CO
80125

Google Meet joining info
Video call link: meet.google.com/dwm-coju-ddy
Or dial: (US) +1 573-559-1279 PIN: 716 653 209#

** Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

I. ADMINISTRATIVE MATTERS

- A. Disclosure of Potential Conflicts of Interest.
- B. Additions/Deletions/Approval of Agenda.

II. PUBLIC COMMENTS/HOMEOWNER REQUESTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. Questions may be asked of the Board but will not be answered at this time. Please refer to the Meeting Code of Conduct for additional guidelines.

III. BOARD DISCUSSION MATTERS

- A. Discuss and consider approval of a \$4,700 proposal from Chavez Services to

relocate and reset the boulders in the north N Rampart Range Rd median.
(enclosure)

- B. Discuss and consider approval of a \$450 proposal from Chavez Services to improve drainage southeast of the Chatfield Farms soccer field. (enclosure)
- C. Discuss and consider approval of a \$22,660.80 proposal from Chavez Services to replace a section of the sidewalk immediately west of Preble's Pond to eliminate sliding slabs, eliminate broken slabs, relocate the tilting bench, and to improve safety for emergency vehicles. (enclosure)
- D. Discuss and consider approval of a \$10,956.90 proposal from Chavez Services to replace broken sidewalk slabs around the district. (enclosure)
- E. Discuss and consider approval of a \$30,769.60 proposal from Chavez Services to replace broken concrete entrance to the larger Community Park parking lot. (enclosure)
- F. Discuss and consider approval of proposals from M-MD Electric and Radiant Lighting Services to replace the disconnect switch serving the pumps at Crystal Lake. (enclosure)
- G. Discuss and consider approval of a \$2,067.89 proposal from Radiant Lighting Services to install a \$4,499.99 solar kit to power the outlets on the southeast corner of N Rampart Range Rd and Village Circle East/West. (enclosure)
- H. Consider IMEG's proposal to administer the District's GIS. (enclosure)
- I. Review survey results and discuss next steps to implement a follow-up survey. (enclosure)
- J. Discuss timing and topics for the next newsletter.
- K. Discuss draft 10-year budget.
- L. Discuss if porta-potties in Crystal Lake Park should be managed and paid for by the District rather than the HOA.
- M. Discuss possible amendments to the Rules & Regulations.
- N. Update on field supervisor job posting.
- O. Update on C&L dig-in in Chatfield Farms.
- P. Review lists of current approved and requested community permits, if any. (Sports Field Use, Park Areas & Gazebo, Food Truck Vendors, etc.) and/or any new resident inquiries or correspondence.

IV. OTHER MATTERS

- A. Other

V. PUBLIC COMMENTS/HOMEOWNER REQUESTS

VI. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR September 10, 2025.



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

Client Name / Address	Date: 08/29/2025	Estimate No.	E2025334
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Rampart Range Road and Monte Vista Ave Littleton, CO 80125 (Relocate Median Architectural Boulders)		
Task Description	Qty	Rate	Amount
1. Relocate Median Architectural Boulders as Required		LS	\$ 1,800.00
2. Traffic Control		LS	\$ 1,200.00
3. ROW Permits		LS	\$ 800.00
4. Mobilization & General Conditions		LS	\$ 900.00
	Total Project Estimate		\$ 4,700.00
Estimate Notes:			
1. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
2. Bond is not included in this estimate.			
3. Over excavation can be provided at a rate of \$60/CY, includes removal off site.			

Approval Signature:

Ephram Glass _____ Date of Acceptance _____



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

Client Name / Address	Date: 08/29/2025	Estimate No.	E2025332
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails Littleton, CO (Adjust Slope to Existing Drainage Pipe)		
Task Description	Qty	Rate	Amount
1. Asjust Drainage Pipe - Excavate around existing 4" pipe and adjust slope to improve pipe drainage, approximately 12 lf of pipe. Includes hauling and disposal of excavated soil not used.		LS	\$ 450.00
	Total Project Estimate		\$ 450.00
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.			

Approval Signature:

Ephram Glass

Date of Acceptance



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

Client Name / Address	Date: 08/29/2025	Estimate No.	E2025331
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails Littleton, CO (New Trail Section to Improve Emergency Vehicle Access)		
Task Description	Qty	Rate	Amount
1. Earthwork - Excavate 6", grade, and compact existing grade to 95% standard proctor density. Includes hauling the excavated soil material and disposal expenses. Irrigation modifications, if required, to be completed by Owner.	1408 sq. ft	\$ 2.50	\$ 3,520.00
2. New concrete trail section - 6" thickness, 4,500 psi concrete with fibermesh reinforcement (1 single section, approx. 176' x 8').	1408 sq. ft	\$ 12.60	\$ 17,740.80
3. Traffic Control		LS	\$ 300.00
4. Mobilization & General Conditions		LS	\$ 1,100.00
	Total Project Estimate		\$ 22,660.80
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. Over excavation can be provided at a rate of \$60/CY, includes removal off site.			

Approval Signature:

Ephram Glass

Date of Acceptance



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

Client Name / Address	Date: 08/29/2025	Estimate No.	E2025330
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails Littleton, CO (Concrete Repairs at Various Trail Areas)		
Task Description	Qty	Rate	Amount
1. Demolition, Concrete - concrete saw cutting, demolition, hauling, and disposal expenses.	586 sq. ft	\$ 2.80	\$ 1,640.80
2. Earthwork - excavate 2" max, soil grading, and compaction.	586 sq. ft	\$ 1.25	\$ 732.50
3. New concrete at Various Trail Areas - 6" thickness, 4,500 psi concrete with fibermesh reinforcement (includes 9 concrete stones, 2 triangular corners).	586 sq. ft	\$ 12.60	\$ 7,383.60
4. Traffic Control		LS	\$ 300.00
5. Mobilization & General Conditions		LS	\$ 900.00
	Total Project Estimate		\$ 10,956.90
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. Over excavation can be provided at a rate of \$60/CY, includes removal off site.			

Approval Signature:

Ephram Glass

Date of Acceptance



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

Client Name / Address	Date: 08/20/2025	Estimate No.	E2025325R2
Roxborough Village Metro District Ephram Glass	Project Location: Roxborough Metro District Trails 7671 N. Rampart Range Road Littleton, CO 80125 (Big Parking Entrance)		
Task Description	Qty	Rate	Amount
1. Demolition, Concrete Slabs - concrete saw cutting, demolition at 10" thickness max, hauling, and disposal expenses.	1008 sq. ft	\$ 3.90	\$ 3,931.20
2. Demolition, Concrete Curb - concrete saw cutting, demolition, hauling, and disposal expenses.	22 lf	\$ 10.00	\$ 220.00
3. Earthwork - excavate 2" max, soil grading, and compaction. Provide 18 tons max of new CDOT class 6 base material compacted to 95% standard proctor density.	1008 sq. ft	\$ 1.80	\$ 1,814.40
4. New concrete slab sections - 10" thickness, 4,500 psi concrete with fibermesh reinforcement .	1008 sq. ft	\$ 18.00	\$ 18,144.00
5. New concrete monolithic curb - 12" depth x 6", 4,500 psi concrete with fibermesh reinforcement .	22 lf	\$ 30.00	\$ 660.00
6. Traffic Control		LS	\$ 1,200.00
7. Concrete reinforcement, #4 rebar at 18" on center, grid pattern.		LS	\$ 1,400.00
8. Material Testing		LS	\$ 1,100.00
9. ROW Permits		LS	\$ 800.00
10. Mobilization & General Conditions		LS	\$ 1,500.00
	Total Project Estimate		\$ 30,769.60
Estimate Notes:			
1. All quantities are estimated. Invoicing will be based on actual quantities used or installed.			
2. Bond is not included in this estimate.			
3. Over excavation can be provided at a rate of \$60/CY, includes removal off site.			

Approval Signature:

Ephram Glass

Date of Acceptance



M-MD Electric

13685 Linden Court | Thornton, Colorado 80602
7203279747 | matt@m-mdelectric.com | www.m-mdelectric.com

RECIPIENT:

Roxborough Village Metropolitan District

141 Union Boulevard
Lakewood, Colorado 80228
Phone: 303-987-0835 Ext. 204

SERVICE ADDRESS:

9716 North Crystal Lake Drive
Littleton, Colorado 80125

Quote #183

Sent on Aug 01, 2025

Total \$2,680.00

Product/Service	Description	Qty.	Unit Price	Total
Sales	Replace the 3-phase 480V, 100 amp disconnect. Install new grounding and bonding systems. Install three new 100 amp time-delay fuses. Verify power and pump rotation prior to full energization.	1	\$2,500.00	\$2,500.00*
Vehicle Fee	Service or Construction vehicle	1	\$180.00	\$180.00*

* Non-taxable

Total \$2,680.00

This quote is valid for the next 30 days, after which the values may be subject to change.

M-MD excludes the following items:

1. Uncontrollable commodity pricing for copper and steel. Increases exceeding 3% will be itemized and payable under this proposal.
2. Utility charges or fees.
3. Roof penetrations.
4. Cutting, patching, or painting of any surface.
5. Any work associated with a fire alarm system.
6. Demolition.

Inclusions:

1. All conduit and wire.
2. Labor

DATE: 8/20/2025

JOB NAME: Pump

JOB LOCATION: Crystal Lake

ATTN: Peggy Ripka
PHONE: (303) 987-0835
EMAIL: pripko@sdmsi.com

Replace the existing 3 phase 480V 10DA disconnect. Grounding and bonding will be brought up to current NEC code requirements. New 10DA fuses will be installed in the new disconnect. If the fuses removed from the old disconnect are the same size, they will be left onsite to be used for spares.

Pump will need to be properly shut down and started back up by pond contractor.
Radiant Lighting Services, INC is not responsible for any pump failure or damage due to improper shut down and start up or improper installation of the pump.

WE PROPOSE: HEREBY TO FURNISH MATERIAL & LABOR-COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS

FOR THE SUM OF: **Two Thousand Five Hundred Sixty Eight Dollars and 87/100's----** \$ **2,568.87**

PAYMENT TO BE MADE AS FOLLOWS:

Net 30 days after completion as invoiced.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Customer hereby acknowledges and agrees that any account that becomes delinquent will be subject to collections service. Customer agrees to pay all court costs and reasonable attorney fees for collection of all past due amounts owed, plus interest thereon at 18% (eighteen percent) per annum on all such amounts outstanding.

[illegible]

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature.....

Date of Acceptance.....

9168 Marshall Place
Suite 100
Westminster, CO 80031
303/429-3326
Fax 303/429-2653
State License #3472

Signature.....

RADIANT LIGHTING SERVICES, INC.

Electrical & Lighting Contractors

PROPOSAL

SUBMITTED TO: Roxborough Village Metropolitan District
C/O Special District Management Services, INC.
9716 N Crystal Lake Dr
Littleton, CO 80125

DATE: 8/20/2025
JOB NAME: Solar
JOB LOCATION: VCand RRR

ATTN: Peggy Ripko
PHONE: (303) 987-0835
EMAIL: pripko@sdmsi.com

SCOPE OF WORK:

Install customer provided Rich Solar 1200W 24V Complete Solar Kit and solar panel mounting brackets.
Radiant Lighting Services, INC will procure and install system inside an outdoor rated cabinet.
Cabinet will be mounted on a concrete pad (Provided by others).

Radiant Lighting Services, INC does not warranty customer provided material and cannot guarantee function of customer supplied material.

ALL WORK IS TO BE DONE DURING NORMAL BUSINESS HOURS.

ANY OTHER ITEMS NOT LISTED ABOVE ARE NOT INCLUDED IN THIS PROPOSAL.

WE PROPOSE: HEREBY TO FURNISH MATERIAL & LABOR COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS

FORTHESUMOF: **Two Thousand Sixty Seven Dollars and 89/100's ----- \$ 2,067.89**

PAYMENT TO BE MADE AS FOLLOWS:

50% down to secure material, remaining 50% due 30 days after completion as invoiced.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Customer hereby acknowledges and agrees that any account that becomes delinquent will be subject to collections service. Customer agrees to pay all court costs and reasonable attorney fees for collection of all past due amounts owed, plus interest thereon at 18% (eighteen percent) per annum on all such amounts outstanding.

AUTHORIZED

SIGNATURE..... .....
Note: This proposal may be withdrawn by us if not accepted within 60 days

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature.....

Signature.....

Date of Acceptance.....

RADIANT LIGHTING SERVICES, INC.



Lamps / Fixtures / Maintenance Contracts / Retro-Fit / Commercial / Industrial / Residential / 24 Hour Emergency Service

9168 Marshall Place
Suite 100
Westminster, CO 80031
303/429-3326
Fax 303/429-2653
State License #3472

Electrical & Lighting Contractors



Short Form Services Agreement

8/19/2025

Client: Roxborough Village Metro District
Attn: Ephram Glass
Email: ephramglass@roxboroughmetrodistrict.org

Owner Name: Roxborough Village Metro District
Project Name: GIS Support\ Roxborough Village Metro District
Project Location: Lakewood, Colorado

Services: IMEG shall perform the following Services for this Project:

IMEG will provide as-needed/on-call GIS support for the District based on our standard hourly rates for time and materials. IMEG will provide estimated costs for the work requested.

Compensation

Time & Material using attached hourly rates.

Attachments: This Short Form Services Agreement expressly incorporates the terms and conditions attached hereto, and the current hourly rates set by IMEG for Services performed under this Short Form Services Agreement, attached hereto.

Engineer of Record: IMEG is not the engineer of record for this Project and, therefore, shall not be responsible nor liable for the methods, techniques, procedures, design plans, drawings, specifications or other work product developed by the engineer of record.

Acceptance: Acceptance of this Short Form Services Agreement is limited to and includes acceptance of the provisions above, including all attachments. Services will be scheduled upon receipt of an executed copy of this Short Form Services Agreement. By signing and returning this Short Form Services Agreement to IMEG, all Parties agree to the terms and conditions included herein. Notwithstanding the foregoing sentence, if Client, or directors, officers, or employees of Client, engage IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Short Form Services Agreement, such as providing drawings, submitting questions, requesting engineering information, etc., without or prior to returning a signed copy of this Short Form Services Agreement, it is expressly agreed that acceptance of all terms and conditions of this Short Form Services Agreement will be implied and contractually binding.

Short Form Services Agreement valid for forty-five (45) Days from the date listed above.

IN WITNESS WHEREOF, the undersigned Parties execute this Short Form Services Agreement on the date set forth above. The Parties state that each have read this Short Form Services Agreement, acknowledge the contents of this Short Form Services Agreement, and are authorized to sign this Short Form Services Agreement. The Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not

contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

Trip McLaughlin | Trip.E.McLaughlin@imegcorp.com

Accepted: Roxborough Village Metro District

Ephram Glass

Terms & Conditions

1. Definitions:

“Agreement” - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

“Change Order” - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

“Client” - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

“Day(s)” - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

“IMEG” - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

“Losses” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

“Party” - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

“Project” - The specific project for which Services are performed pursuant to this Agreement.

“Project Owner” - The party responsible for the initiation, funding, and oversight of the Project.

“Services” - The services or work performed by IMEG in any office location for Client on the Project.

“Standard Hourly Rates” - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“Standard of Care”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project’s duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG’s personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor’s or subcontractor’s performance or the failure of contractor’s or subcontractor’s work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions.

IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to

professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024



2025 STANDARD HOURLY RATES - CIVIL
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$260
Client Executive / Market Director	\$245
Project Executive	\$205
Senior Project Manager 2	\$200
Senior Project Manager 1	\$185
(Engineer / Landscape Architect / Planner) of Distinction	\$210
Senior (Engineer / Landscape Architect / Planner) 3	\$195
Senior (Engineer / Landscape Architect / Planner) 2	\$175
Senior (Engineer / Landscape Architect / Planner) 1	\$165
Project (Engineer / Landscape Architect / Planner) 2	\$155
Project (Engineer / Landscape Architect/ Planner) 1	\$145
Graduate (Designer / Surveyor) 2	\$125
Graduate (Designer / Surveyor) 1	\$115
Senior Land Surveyor 3	\$165
Senior Land Surveyor 2	\$150
Senior Land Surveyor 1	\$140
Project Surveyor 2	\$135
Project Surveyor 1	\$130
Designer of Distinction	\$175
Senior (Designer / Crew Chief) 3	\$160
Senior (Designer / Coordinator / Crew Chief) 2	\$150
Senior (Designer / Coordinator / Crew Chief) 1	\$140
(Project Designer / Coordinator / Senior Technician / Crew Chief) 2	\$130
(Project Designer / Coordinator / Senior Technician / Crew Chief) 1	\$125
Designer 2 / Planner 2 / Technician 4	\$115
Designer 1 / Planner 1 / Technician 3	\$105
Design Technician 2 / Technician 2	\$95
Design Technician 1 / Technician 1 / Intern	\$85
Senior Construction Administrator	\$145
Construction Administrator	\$135
GIS System Architect	\$135
GIS Analyst	\$125
Graduate (GIS Analyst) 2	\$120
Graduate (GIS Analyst) 1	\$110
Administrative Assistant	\$85

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

Number	How would you rate your overall satisfaction with the services and facilities provided by Roxborough Village Metropolitan District?	What specific improvements or changes would you suggest for the Metro District? (Please provide detailed suggestions or ideas).	Are there any new programs, services, or facilities you would like the Metro District to introduce? (Please describe any new ideas or suggestions).	I would like to get notifications of major events and future surveys.
1	2	Cut the weeds and grass growing along Rampart Range Road and the big park. Water the grass at the softball field. This park needs attention so that it's area looks like the Chatfield Farms field and lush grass areas. Focus on landscape and beautification of our park and playground before spending money elsewhere.	Fix the ones we got. Many of playgrounds need repair or updates. Skate park has alot cracks. Basketball court needs improved fencing so as not to be on top of the court lines. Volleyball court? Need to improve the ADA accessibility to trails and paths, fields, courts and other amenities so everyone can enjoy these things not just able body people.	Yes
2	3	Faster pace to fix things and take resident feedback. Thrilled that we are moving on the park but it could have been done faster. The pedestrian bridge that is out has been out for awhile now	Pool for the community Recreational center	Yes
3	3	Very excited to hear that a replacement park is being built. Would love for the pedestrian bridge on the path to be fixed. We used to walk across that bridge every evening with our family and it has been closed now for several months.	Pool Rec center	Yes
4	3	Clearing and maintenance around the lake in arrowhead shores		Yes
5	5	Improvement would be having Sterling Ranch stopped building apartments. An improvement would be a new Safeway.	Blue mesa is still waiting on the path from Blue Mesa to Red Mesa to be filled in from rattlesnakes.	Yes
6	3	When is the bridge by the ponds going to be made safe again?		Yes
7	4	We gave 4 stars as we love living here, but the items that have recently gotten worse are traffic flows and pedestrian crossing safety to outdoor recreation areas. We would be huge advocates for the pedestrian bridge options, as well as road widening crossing the Platte to accommodate for bikers and pedestrians.	Some options include more amenities, for example a community rec center. Other areas may include more dining and entertainment options or an expanded grocery store, due to the increase of residents.	No
8	0	More regular updates in improvement projects. The Rickety Bridge has been put for several weeks. Communication on the status of the project would be helpful. I did enjoy the recent newsletter that was mailed out.	I enjoyed seeing the removal of turf and water conservation projects. Would like to see more of this to also reduce the need for spraying poisons to mitigate weeds.	Yes
9	0	Roller hockey rink	Roller hockey rink	No
10	3	Playgrounds-we had them all removed due to safety but have yet to see the replacements(I see they are in the process) We would love a sidewalk to connect arrowhead shores to the Sterling ranch neighborhood with the brand new park.	Splash pad Dog park	Yes
11	4	Overall I am very happy with RVMD. I know that it is difficult when you rely on contractors for services- that can lead to inconsistent delivery of services. The one service that I am most worried about is snow removal. The contractor this year would often miss our portion of the bike path until complaints were made and when they would show up the following day there would be a layer of ice left behind. Perhaps consider hiring RVMD staff who could do snow removal and landscaping and purchasing the equipment. There is still a drainage issue where the swale was constructed which leads to ice melt-refreeze in the winter- super slick. Would recommend having the swale dug deeper with a larger drainage pipe. The current pipe gets clogged easily.		Yes

12	4	It would be greatly appreciated if we could reserve the tennis courts for use and that Rox residents were given priority for access. We now regularly have to wait, sometimes close to an hour, to use the courts. Previous to sterling ranch, we never had to wait. It would also be nice to have signage at the courts explaining the rules of the court. I really miss the turf in the tree lawn area south of the Rox Marketplace. The entry to our community is not attractive with all the falling down fences and old stucco panels and now that we have weeds instead of turf it looks really bad. The meadow is going to be really hard to execute due to salt spray, create sight triangle issues and a fire hazard. I don't understand why the district is proceeding with that change. I get this an attempt to reduce water consumption but the meadow will need to be irrigated to minimize fire risk.	I know this would never happen, but it would be nice to have a recreation center, with an indoor pool and indoor basketball/volleyball courts. It would also be nice if the metro district hosted events in the community.	Yes
13	4	Protected spaces for wildlife (not only the state parks), safer crosswalks like a bridge or underpass for pedestrians especially at the rampart/village circle light, additional walking paths to access other established hiking trails	A town hall/event center for community events or to be rented out for personal events. I know bingo is held in a building, but having a place for more opportunities like craft fairs or farmer's markets.	Yes
14	4		Trash collection and community broadband. Stop using Captcha, AI can solve it faster than I can.	Yes
15	0			Yes
16	1	The president is a joke. I can only hope the new members have actual character. The previous board he oversaw was only in their positions because of lies regarding the previous board to them that they spewed across the district. They failed to do the job they were entrusted with. They fought internally, failed to follow protocol, and made hidden decisions based on their own agendas. When questioned at meetings they never answered, but rather hid behind the excuse of holding meetings.	Before you tear something down, have a plan to replace it quickly. Before you spend district \$, make sure is fiscally responsible, answer the communities questions on whatever platform they are asked, don't hide behind some legal loophole. When we show up at meetings, and take time away from work because of the time they are scheduled (why in the middle Of the morning) then actually address our questions or concerns. All you do is listen, and then move on. You never actually address the concerns with a public response.	No
17	3	Coordinate elections with other special districts Use a ranked choice voting system Switch to employees instead of contractors Eliminate the property tax and use a sales tax Implement master covenants to keep Roxborough looking good Add a traffic circle at Campfire St/Watertown Rd and Village Circle East/West/Rampart	Partner with the Botanic Garden at Chatfield Farms and their CSA for resident discounts Allow boating in the ponds Hold a Farmer's Market Perform trash collection for the whole district Implement broader wildfire mitigation programs Create a new district to preserve open space Build a community center Build a community garden Provide high speed internet Improve cellphone coverage	Yes
18	3	Crystal Lake shore is terrible with the weeds and trees growing all around it. It blocks the view of the lake but more importantly, is a safety hazard. If kids fall in, and they do and will, the trees and brush make it hard to safely find a place to exit.		No
19	0	Maintain the existing infrastructure. Remember TABOR. Tax money is not collected to meet wants of bureaucrats or citizens. It is to provide essential services. A good example is the recreation center issue of a few years ago. It was necessary and residents were left with the idea that politicians were rewarding their buddies. Don't try it again.	Maintain essential services. With the planned number of new residents from Sterling Ranch and associated high density homes, it's time to build an overpass for Waterton Canyon hikers and widen the road to four lanes. Coordinate with Jeffco and CDOT to patch WADSWORTH BLVD. The potholes are getting even worse. The original plan for Sterling Ranch was to widen Titan and Rampart Range to four lanes. It's time.	Yes

20	0	Maintain the existing infrastructure. Remember TABOR. Tax money is not collected to meet wants of bureaucrats or citizens. It is to provide essential services. A good example is the recreation center issue of a few years ago. It was necessary and residents were left with the idea that politicians were rewarding their buddies. Don't try it again.	Maintain essential services. With the planned number of new residents from Sterling Ranch and associated high density homes, it's time to build an overpass for Waterton Canyon hikers and widen the road to four lanes. Coordinate with Jeffco and CDOT to patch WADSWORTH BLVD. The potholes are getting even worse. The original plan for Sterling Ranch was to widen Titan and Rampart Range to four lanes. It's time.	Yes
21	5	I am good with the current improvements as long as they are regularly maintained.	Not at this time.	Yes
22	3	Replace trees more promptly that were damaged or dead. It takes a long time to take root and provide aesthetic beauty. Especially on E Village Cir.	Regular maintenance of the landscape and grounds around the playground and Crystal Lake. Fix the imperfections and movement (trip factors) in the sidewalks around the lake and in the neighborhood.	Yes