

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**"), effective the 16th day of August, 2023 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and SavATree, LLC, a Delaware Limited Liability Company ("**Contractor**"). The District and Contractor are referred to collectively as the "**Parties**" and individually as a "**Party**."

1. **WORK TO BE PERFORMED.** Contractor agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the work described in Estimate #966210 dated July 31, 2023 and Estimate #979478 dated August 16, 2023 (collectively, the "**Proposal**") attached as Exhibit A ("**Work**"). All work shall be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job safely and properly. Contractor's work shall meet or exceed the guidelines and standards set forth by the American National Standards Institute (ANSI) A300. As part of the Arbor Patrol Program, Contractor may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for the District Board to consider, and, if it deems appropriate, approval.

2. **CONTRACT PRICE; PAYMENT.** In exchange for Contractor's satisfactory performance of the Work, the District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, Seventy-One Thousand Nine Hundred Seventy-Eight Dollars (\$75,925.00) ("**Contract Price**"). Contractor shall invoice the District by the first day of each month for the Work performed during the preceding month. The District shall pay all undisputed amounts invoiced within thirty (30) calendar days from the date the District receives an invoice. Any undisputed amount that the District does not pay by the date due shall accrue interest at 8% per annum compounded annually until paid in full.

3. **TERM AND TERMINATION.** The term of this Agreement commences on the Effective Date and terminates upon Contractor's satisfactory completion of the Work or December 31, 2023, whichever occurs first ("**Term**"). The District may terminate this Agreement at any time upon ten (10) business days prior written notice of termination; notwithstanding the foregoing, the District may immediately terminate this Agreement and without prior notice or recourse to any judicial authority if Contractor:

- a) Breaches the terms of this Agreement.
- b) Becomes insolvent, is subject to a petition in bankruptcy filed by or against Contractor, 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 Contractor for actual for Work satisfactorily performed by Contractor through the date of termination, as determined by the

District in its sole discretion.

4. **LAWS AND REGULATIONS.** Contractor, its agents and employees, shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, statutes, rules, and regulations (collectively “*Applicable Laws*”). Contractor 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.

5. **INSURANCE.** Contractor shall acquire and maintain in full force and effect during the Term of this Agreement 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 Paragraph 6. Except for workers’ compensation insurance, each policy shall include the 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, Contractor shall provide the District 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 for the duration of the Term. During the Term, Contractor shall comply in full with the Occupational Safety and Health Act of 1970 and any amendments thereof.

6. **INDEMNIFICATION.** Contractor 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 Contractor, Contractor’s subcontractors, and anyone else that is directly or indirectly performing any part of the Work on behalf of Contractor. The District shall be entitled to hire its own attorney notwithstanding Contractor’s obligation to pay the reasonable attorney’s fees, costs, and expenses incurred by the attorney.

7. **SAFETY.** Contractor, its employees, subcontractors, and agents 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.

8. **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.

9. **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.*

10. **CONFLICTS.** Contractor expressly acknowledges and agrees to the deletion of the separate “Terms and Conditions” that are accessed through a link the Proposal, and, further, if there is a direct or indirect conflict between any other terms and conditions in the attached Exhibit A and the terms and conditions in this Agreement, the terms and conditions in this Agreement shall control.

11. **INDEPENDENT CONTRACTOR.** CONTRACTOR UNDERSTANDS AND AGREES: A) CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN THE DISTRICT; AND B) CONTRACTOR 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, Contractor certifies that 13-3257374 is Contractor’s correct Federal Taxpayer Identification Number. By signing this Agreement, Contractor 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.

12. **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 provision. A notice sent by certified or registered mail is deemed given when received, or 3 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

13. **VEHICLES AND HEAVY EQUIPMENT.** Contractor and its employees, subcontractors, and any other individual or entity performing any aspect of the Work shall only park and operate their vehicles and any heavy equipment on streets, parking lots, and paved paths, unless the District’s Board of Directors provides prior written permission for each occurrence to go off the streets, parking lots, or paved paths.

14. **IDENTIFYING TREES FOR REMOVAL.** Contractor shall conspicuously identify any tree it intends to remove, by wrapping colored ribbon around its trunk. Contractor shall promptly notify the District Manager of any tree(s) it has identified for removal. The District shall have ten (10) business days from when the District Manager is notified that a tree(s) has been identified for removal to object to such removal. If the District has not objected within the 10-business day period, Contractor may proceed with removing the tree(s). If the District objects to one or more trees being removed, Contractor shall not remove those trees.

15. **TRACKING CHANGES TO TREE INVENTORY.**

Contractor shall maintain an inventory with the following categories listed for each tree: Tree is Planted, Pruned, Removed, Treated, or Changes In Health. Contractor shall provide an updated inventory to the District Manager each month.

16. **ADDITIONAL TERMS.** This Agreement is the entire agreement between the Parties; there are no oral or collateral agreements or understandings. Specifically, the Contractor's standard "Terms and Conditions" that are accessed through a link in the Proposal do not apply to this Agreement or the Work. 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.

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

SavATree, LLC, a Delaware Limited Liability Company

By: Mark Rubic 08 / 24 / 2023
Mark Rubic, Board President Date

By: Don Becker 08 / 21 / 2023
Don Becker Title Date
Chief Operating Officer

Attest:

Address: 15558 East Hinsdale Circle
Centennial, Colorado 80112

By: Travis C Jensen 08 / 22 / 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

EXHIBIT A



SavATree Centennial Office
15558 East Hinsdale Circle,
Centennial CO 80112
P: 303-369-1382
E: Centennial@savatree.com

Estimate
Prepared By: David Entwistle
dentwistle@savatree.com

Prepared for

Larry Loften Roxborough Village Metropolitan District C/o Special District Management Services, Inc.
Service Address:
Roxborough Village Metropolitan District
8375 N Rampart Range Rd, Littleton CO 80125
Account Key: 5760522

Date: 7/31/2023

Estimate #: 966210
Billing Key: 7550477

Recommendations

General Tree Care

Commercial Tree Maintenance - IV

\$71,978.00

Natural pruning definition.

Prune out all deadwood 1" in diameter and larger, thin crowns 10-15% and perform reduction cuts of up to 6" in diameter on the outer 1/3 of the canopy to reduce weight on lateral limbs, clear and raise crown as needed and to restore trees to a shape typical of the species.

I've broken down the following bid into sections that include corresponding plot #'s, as a way to translate this bid to our operation folks. There were new areas, addition and subtraction from areas that were already bid, and several areas that are not included on this bid.
Dave

Trees west of Waterton road

Cut to low stumps 2 ash trees # 86 and #87 = 115.00

Natural prune 1 locust # 84 = 195.00

Total = \$310.00

Chatfield park

Cut to low stumps...2 ash trees-#s 99 and 96 = 195.00 and 1 crabapple # 112 = 135.00

Prune 6 ash trees-#s 95,97,98,100,101 = 790.00

Prune 5 crabapples #s 102,103,104,110 and 111 = 1,275.00

Total = 2,395.00

Neighborhood Park.

Prune 3 ash #s 144, 145 and 146, and 1 crabapple #142 = 985.00

North side of N. Rampart range Rd

Prune 5 ash trees-#s 153,157,159, 160 and 161

Cut to low stump 1 dead pine # 154 = 270.00 = 3,530.00

Sports complex east Pkg lot

Cut to low stumps the following dead/declining trees.

2 hybrid elms #s,385 and 386...2 locust #s 388and 389 ..1 pear tree # 398 = 280.00

Prune 1 cottonwood # 383 = 390.00

Prune 2 ash trees-#s,387 and 394 = 655.00

Prune 3 pear trees-#s 391,398 and #399 = 465.00

Total = 1,790.00

Volley Ball area

Cut to low stumps 2 dead ash trees #s 350 and 351 and 1 linden tree # 348 = 125.00

Natural prune 1 cottonwood # 346 = 390.00
Prune 1 cottonwood # 357 = 490.00
8 Ash trees #'s 349, 358, 359, 365, 366 and 364 = 2,230.00
2 maple trees- #'s 355 and 354 = 690.00
1 locust #352 = 530.00
Total = 4,455.00

Basketball and skate park area
Prune 2 locust trees #'s 378 and 379 = 990.00
Prune Cottonwood # 374 = 1,440.00
Prune 1 ash tree # 372 = 70.00
Prune 2 crabapples #'s 369 and 370 = 540.00
Cut to low stump 1 dead Pine tree # 377 = 125.00
Cut to low stump 1 dead pine #344 = 120.00
Total = \$3,305.00

Tennis court area
Prune 3 ash trees-#'s 325,324,328, = 1,285.00
Prune 1 cottonwood # 327 = 1,480.00
Cut to low stump 1 dead pine tree # 326 = 55.00
Total = \$2,820.00

Village circle west
Prune 4 ash trees-#'s 165,166,167,168 = 1,490.00

Park on the west side of Village circle west
Cut to low stump 1 large declining cottonwood # 191 = 2,155.00
Prune 1 cottonwood # 184 = 580.00
Prune 8 ash trees #'s 188,189,190,197,199,201 and 202 = 4,695.00
Total = 7,430.00

SE corner of Village circle East and Rampart range rd
Prune 2 ash trees-#'s 472 and 473 = 575.00

Path running west of Village circle east
Prune 6 ash trees- #'s 477,478,479,480,512 and 511 = 6,090.00
Prune 2 maple trees-#'s 481 and 487 = 1,225.00
Prune 2 Cottonwoods-#'s 486 and 505 = 1,060.00
Cut to low stump 1 dead cottonwood # 485.00 = 590.00
Total = 8,965.00

Path to green belt (@ 7535 Bison Pl)
Prune 3 locusts #'s 684,687,688
Prune 1 hawthorn 3 # 685
Prune 1 Amur maple #686
Prune 1 cottonwood # 690
Cut to low stump 1 cottonwood # 689 = 480.00
Total = \$2,770.00

Path to green belt (@ 7635 Crystal lake Ct)
Prune 2 maples #'s 694 and 696
Prune 1 hawthorn # 695
Prune 3 crabapples-#'s 698,700 and 701
Prune 1 locust tree # 697
Total = 2,865.00

Village circle east
Prune 15 maple trees-#'s 537, 538,669, 570, 573,574,575,576,707, 709, 727,726,738,749,740 and = 2,535.00

Prune 18 ash trees-#'s 591,601,602,613,615,617,618,619 620,621,622,645,646,662,663,667,678 and 677 = 4,445.00
Prune 4 locust trees- #'s ,697,708, 750 and 751 = 1,585.00
Prune 2 cottonwoods-#'s 581 and 582 = 690.00
Cut to low stumps the following trees,
683...1 pine tree
655...1 Canadian cherry
#587...1 Maple tree
#538... one 12" dead maple
#532...one 3" dead maple
#530...one 3" dead maple
#528...one 3" dead maple

(the last 4 were observed today 7/24) removal total = 695.00
Total = \$9,950.00

Crystal lake area (We will need benches, covers unlocked and some stones moved for access)
Prune 4 ash trees #'s 710, 736,748, and 764.00 = 1,770.00
Prune 5 locust trees #'s 708,714,715, 750,751 = 2,295.00
Prune 2 cottonwoods-#'s 732 and 733 = 1,960.00
Prune 7 crabapples-#'s 730,731,734,735, 745,746, and 747= 1.360.00
Prune 6 large hawthorns-#'s 702,703,704, 729, 766,767 = 1,675.00
8 Canadian cherry trees-#'s 758,759,760,761,762,763, 752 and 756 = 985.00
Cut to low stumps the following trees.
#728> 1,2,3,5and 8
#724...Total = 415.00
Total = \$10,460.00

East of 7211 Bison
Prune 3 ash trees #'s 691,692 and 693 = 1,385.00

Marmot Park
Prune 3 locusts-#'s 775,776,777
Prune 2 maple trees-#'s 782,783, 788
Prune 1 boxelder # 785
Prune 1 plum tree # 789
Prune 1 hawthorn #790
Cut to low stumps: 1 elm#784, 2 box elders #'s786 and 787
Total = 1,980.00

Airplane park
Prune 2 ash trees #'s 795,797
Prune 1 crabapple # 796
Total = 915.00

Prune 2 ash trees #'s 814 and 815 = 855.00

Clean up all resulting debris
Total = \$69,210.00

Hazard: Deadwood
Hazard: Cracks
Hazard: Pedestrians
Hazard: Slope
Obstacle: Busy Street
Obstacle: Narrow Roadway
Obstacle: Pond
Obstacle: Rocks

General Tree Care \$71,978.00

TOTAL

General Tree Care \$69,210.00
Fuel Surcharge \$2,768.00

Note: Included in this program is 1 service for a total of \$71,978.00.

OUR BRAND PROMISE

We are committed to your complete satisfaction. Should anything not be to your liking please let us know right away so we can make it right.

Fully Licensed & Insured

Tree Care Industry Accredited





SavATree Centennial Office
15558 East Hinsdale Circle,
Centennial CO 80112
P: 303-369-1382
E: Centennial@savatree.com

Estimate

Prepared By: David Entwistle

dentwistle@savatree.com

Prepared for

Larry Loften Roxborough Village Metropolitan District C/o Special District Management Services, Inc.

Service Address:

Roxborough Village Metropolitan District
8375 N Rampart Range Rd, Littleton CO 80125

Account Key:

5760522

Date: 8/16/2023

Estimate

#: 979478

Billing

Key: 7550477

Recommendations

General Tree Care

Stump Grinding Premium

Grind and clean the following stumps 6-8" beneath grade.

#82 and #93 = 190.00

#99 and #96 = 220.00

#154 = 170.00

#344 = 140.00

398 = 185.00

#348, #350, #351 = 225.00

#326 = 70.00

#191 = 655.00

#485 = 325.00

#689 = 230.00

#724 = 60.00

#728 1-2-3-5 & 8= 190.00

#784, #786, #787, #781,#793 = 465.00

#798 = 195.00

#528, #530, #532, #538 = 335.00 (these are from the removals that I added)

#587, #655,#683 = 330.00

Total = \$3,795.00

Hazard: Pedestrians

Obstacle: Busy Street

underground utilities

	TOTAL
Stump Grinding	\$3,795.00
Fuel Surcharge	\$152.00
<p>Note: Included in this program is 1 service for a total of \$3,947.00.</p>	