

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**"), effective the 1<sup>st</sup> day of March, 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Ark Ecological Services, LLC, a Colorado 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 the *Open Space Management Proposal (Weed and Native Plant Management Program)* dated January 26, 2024 ("**Proposal**") attached as **Attachment 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.

2. **Compensation and Payment.** In exchange for Contractor's satisfactory performance of the items set forth in the Weeds and Native Plant Management schedule on page 3 of the Proposal, the District agrees to pay, and Contractor agrees to accept as full compensation for performing those portions of the Work, an amount not to exceed Thirty-Five Thousand Seven Hundred and Fifty Dollars (\$38,750.00). In addition, Contractor agrees to accept as full compensation for performing the work described in the "Additional Areas" set forth on page 4 of the proposal, excluding the Arrowhead Shores - Pulte\* and 16B HOA projects, an amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00). If requested by the District, Contractor will perform one or more of the following services:

a. The work described for "Arrowhead Shores - Pulte\*" in the Additional Areas on page 4 of the Proposal, not to exceed Two Thousand Seven Hundred Fifty Dollars (\$2,750);

b. The work described for the "16B HOA" in the Additional Areas on page 4 of the Proposal, not to exceed Two Thousand Dollars (\$2,000);

c. The "Recommended Restoration Projects" described on page 5 of the Proposal, not to exceed Three Thousand Dollars (\$3,000); and/or

d. The "Clean-up Services" described on page 6 of the Proposal on a time and materials basis, plus disposal fees.

Contractor will invoice the District periodically as phases of the Work are completed. Each invoice shall include the specific area(s) serviced, the date(s) serviced, and specific application(s) applied for each area. If requested by the District, Contractor shall separately track and invoice for services performed on property that is not owned by the District. 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, 2024, 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; or,
- d. Ceases to function as a going concern or abandons the Work.

If this Agreement is terminated, the District will pay Contractor for actual Work satisfactorily performed through the date of termination, as determined by the District in its sole discretion.

4. **Applicable Laws.** Contractor, and 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. 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 5. 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 per occurrence and \$2,000,000.00 aggregate; and,
- c. Commercial automobile liability insurance in the amount of \$1,000,000.00 per occurrence.

Prior to commencing any Work hereunder, Contractor shall provide the District with

certificates of insurance or endorsements, as applicable, 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.

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 the 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 Contractor's compensation.

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 agrees that if there is a direct or indirect conflict or inconsistency between any term and condition in the attached Proposal 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 20-4014468 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 paragraph 12. A notice sent by certified or registered mail is deemed given when received, or 3 business days after the date deposited in the mail, whichever is earlier.

13. **Operation of Motorized Vehicles or Equipment.** The operation of vehicles and equipment on or through parks and open space owned or maintained by the District is restricted to vehicles or equipment that is required for Contractor to perform the Work. All vehicles shall use paved surfaces as much as practicable. A small ATV is authorized for use on unpaved surfaces provided it is necessary to access a specific area to provide any application. Except for emergencies, vehicles and equipment, including the small ATV, shall not be on unpaved surfaces when the ground is soggy, wet, or muddy. If Contractor needs to drive off paved surfaces with any vehicles other than a small ATV, Contractor must receive special permission in writing from the District. Contractor's vehicles and motorized equipment shall at all times yield to pedestrians and cyclists in parks and open space. Contractor shall be responsible for the cost of any repair or remediation incurred by the District due to damage caused by any vehicle used on unpaved areas.

14. **Notice of Service Applications.** To the extent reasonably practicable, Contractor shall provide the District a minimum of two (2) business days advance notice of any service application, by notifying the District's Business Manager.

15. **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 the reasonable 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

**Ark Ecological Services, LLC**, a Colorado Limited Liability Company

By: Mark Rubic 04 / 08 / 2024  
Mark Rubic, Board President Date

By: Raymond H. Sperger 04 / 07 / 2024  
Raymond H. Sperger Title Date

Attest:

Address: 6560 Dover Street  
Arvada, CO 80004

By: Travis C Jensen 04 / 08 / 2024  
Travis Jensen, Board Secretary Date

Business Manager

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

**Attachment A**

**Open Space Management Proposal for 2024**

**Weed and Native Plant Management Program**  
**for the**  
**Roxborough Village including Chatfield Farms**  
**and the South Hogback**

**Prepared  
by**

**Raymond H. Sperger**

**Ark Ecological Services, LLC**

*Conserving and restoring native species and landscapes for future generations*

**6560 Dover Street  
Arvada, CO 80004  
303-985-4849**

February 29, 2024

Revised including Re-seeding and North Expansion Revisions  
and added various additional areas to Proposal

# Open Space Management Proposal for 2024 Weed and Native Plant Management Program for the Roxborough Village

## Introduction

Roxborough Village is a beautiful integration of residential homes surrounded with substantial areas of open space including prairies, riparian woodlands, ponds and wetland habitats. Many of these native open spaces have high quality natural areas with an abundance of plant and animal life. Recreation opportunities including several miles of trail, wildlife viewing, and aesthetic beauty abound in the large, diverse, greenbelts and wild spaces. These natural amenities are worth cherishing and conserving for future generations, but this can only happen through sound ecological planning, through the commitment of homeowners and community leaders, and through proper stewardship practices (See Addendum 1 for a list of reasons why we should manage and restore native open spaces). Due to the development of the community and past management practices, many of the natural treasures need a helping hand to restore much of their former beauty and diversity, and to serve the needs and desires of Roxborough Village Residents.

The following is a compilation of weed management, ecological restoration, and land management actions that will help to ensure ecologically sound stewardship of these diverse open lands. There is purpose and statement of need that will help the property owners to establish its priorities for open space management. Please consider these items for 2024 or in the future to help you meet the communities' goals. With the support of the community and board of directors, Ark Ecological Services can help you keep your native open spaces beautiful and healthy for future generations.

## Weed and Native Plant Management Program

**Purpose:** To contain, suppress, control, and eventually eliminate state and county-listed noxious weeds and other aggressive non-native plants within the Roxborough Village Open Space. This program will focus on the noxious weeds including Canada Thistle, Diffuse Knapweed, Scotch Thistle, Musk Thistle, Poison Hemlock, Mullein, Leafy Spurge, Redstem Filaree, Bindweed, Kochia and other weeds found within and adjacent to these infestations. This proposal will help the community comply with state and county weed ordinances. And, to encourage the growth and sustain the populations of the many native plants which are currently found within the Open Space. We will identify areas that need to be restored and seeded to provide competition with the noxious weeds.

**Statement of Need:** Currently, there are several species of noxious weed growing in the Roxborough Village Open Space and some areas in the Chatfield Farms Open Space, previously-unmanaged areas that are degraded by more dense infestations of Canada Thistle, Diffuse Knapweed, Scotch Thistle, Poison Hemlock, Mullein and other invasive exotic species. Other parts of the Open Space in the southern upland areas that have been previously managed have few or no weeds and need to be protected from future weed invasions. Lowland areas with willows and cottonwood

riparian woodlands have not been managed for noxious weeds as well as the upland areas, and need to be more intensively managed for noxious weeds. Without actively managing these weeds using integrated weed management practices, (chemical treatment, mechanical treatments like mowing, cutting, pulling, and biological controls), weeds will continue to multiply in the areas where infestations exist, will spread into new areas, and will reduce native plant and animal populations. **Prevention, early detection, containment, suppression, and control of noxious weeds are the most efficient and cost effective methods of any weed management strategy.**

**Weed and Native Plant Management Program Options and Costs for 2024**

<i>Weed and Native Plant Management Program</i>		
<b>Southern Open Space Areas*</b> (57.15 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below. <b>Now includes Wetland Tract &amp; Marmot Ridge Park</b>	\$19,500 NTE
<b>Chatfield Farms Open Space Areas*</b> (38.3 land acres)	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See images below. <b>Now includes selected cattail management in lower stream and outlet to detention pond.</b>	\$8,950 NTE
<b>Southern Hogback Open Space Area*</b> (63.7 land acres)	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below.	\$7,500 NTE
<b>Roxborough Village 7 Acre Reservoir (Crystal Lake)</b>	3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2014)	\$2,000 NTE
<b>Roadside Berm on N. Rampart Range Road</b>	2 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2015)	\$800 NTE
<b>Total</b>		\$38,750

\*To the extent possible, native wildflower and shrub populations that are susceptible to broadleaf herbicides will not be sprayed. NTE - not to exceed.

**Additional Areas - Management Started in 2022 and 2024.**



<i>Weed and Native Plant Management Program</i>		
<b>Rampart Range Power Lines*</b> (10.73 land acres) 2022	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. See image below. <b>Higher cost this year are due to the amount of weeds found in the area last year (2nd year managed) and 3-5 acres of disturbance.</b>	\$5,500 NTE
<b>Arrowhead Shores - Pulte*</b> (2.11 acres + 2.4 acres added 2024) 2022	3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. Careful spraying required because of last years seeding. See image below. Other areas along eastern and northern property boundaries.	\$2,750 NTE
<b>Roxborough Expansion North</b> (10.3 acres) 2024	2 broadcast or 3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. Extremely careful applications need to be made adjacent to canal banks.	\$5,000 NTE
<b>16B HOA</b>	3 spot herbicide applications using the best available management practices for the selected weeds being sprayed. (Added to scope in 2024)	\$2,000 NTE
<b>Total</b>		\$15,250

\*To the extent possible, native wildflower and shrub populations that are susceptible to broadleaf herbicides will not be sprayed. NTE - not to exceed.

Rampart Range Rd. Power Lines ( 10.73 land acres)

Arrowhead Shores (2.03 acres)

Roxborough Expansion North (acreage unknown)

\*To the extent possible, native wildflower and shrub populations that are susceptible to broadleaf herbicides will not be sprayed.

**Estimated Weed Management Costs Over Time.** As weeds are controlled through time the seed bank in the soil is depleted and fewer weeds come up each year. Selective applications of herbicides give **both** native grasses and native wildflowers a competitive advantage, thereby increasing the beauty of the area and crowding out space for weeds. In highly infested sites or areas with extensive disturbance, ecological restoration is teamed with weed control to encourage the replacement of weeds with natives. With 2-3 herbicide application per year and a program to restore highly degraded areas, the costs for future control efforts will decline more quickly and it will cost the homeowner's association less money in the long-term than with an less aggressive management program.

**No weed control in 2024 has the following negative ramifications:**

1. Populations of weeds will increase.
2. The number of seeds in the soil seed bank will continue to grow making future weed control and restoration more expensive.

3. Desirable native vegetation will decline and wildlife will decrease.
4. The aesthetic beauty of the area is marred and the desirability to recreate in weed-infested areas is reduced.
5. Weeds may spread off-site to other parks and private property.
6. Possible violations of county weed ordinances and state weed laws may be enforced.

It is, therefore, prudent to continue to control weeds and prevent their spread.

### **Ecological Restoration Projects**

**Purpose:** To restore native plants as well as environmental conditions to areas that have been disturbed beyond the short-term natural recovery cycle or to enhance the natural recovery cycle.

**Statement of Need:** Several native common areas in Roxborough Village are in need of restoration due to past construction of homes, utilities, trails, or other facilities, due to poor revegetation practices, improper or lack of management, or neglect. These areas will continue to be weed problem areas unless they are restored and revegetated so that there is competition between native plants and weeds. Restoration will enhance the beauty of these areas, reduce long-term management costs, and restore important ecosystem functions. Assessment of areas that need to be reseeded will be conducted and recommendations for future areas that may need to be reseeded.

<i>Recommended Actions:</i>	<u>Cost</u>
<b><u>Restoration Projects</u></b>	
Manage and, if needed, reseed areas that were seeded in the fall of 2023 in the Arrowhead Shores area, and other reseeded areas along Rampart Range Road, and on the east side of the community. Reseed other areas as needed that can be done with this years budget.	\$3000

### **Debris Clean-up Projects and Encroachment Notification**

**Purpose:** To improve the aesthetics of the property and to keep people from dumping yard debris, construction debris, and other foreign items into the open space. To prepare the site, if needed, for proper restoration actions. To assist with the notification of other encroachments into the open space.

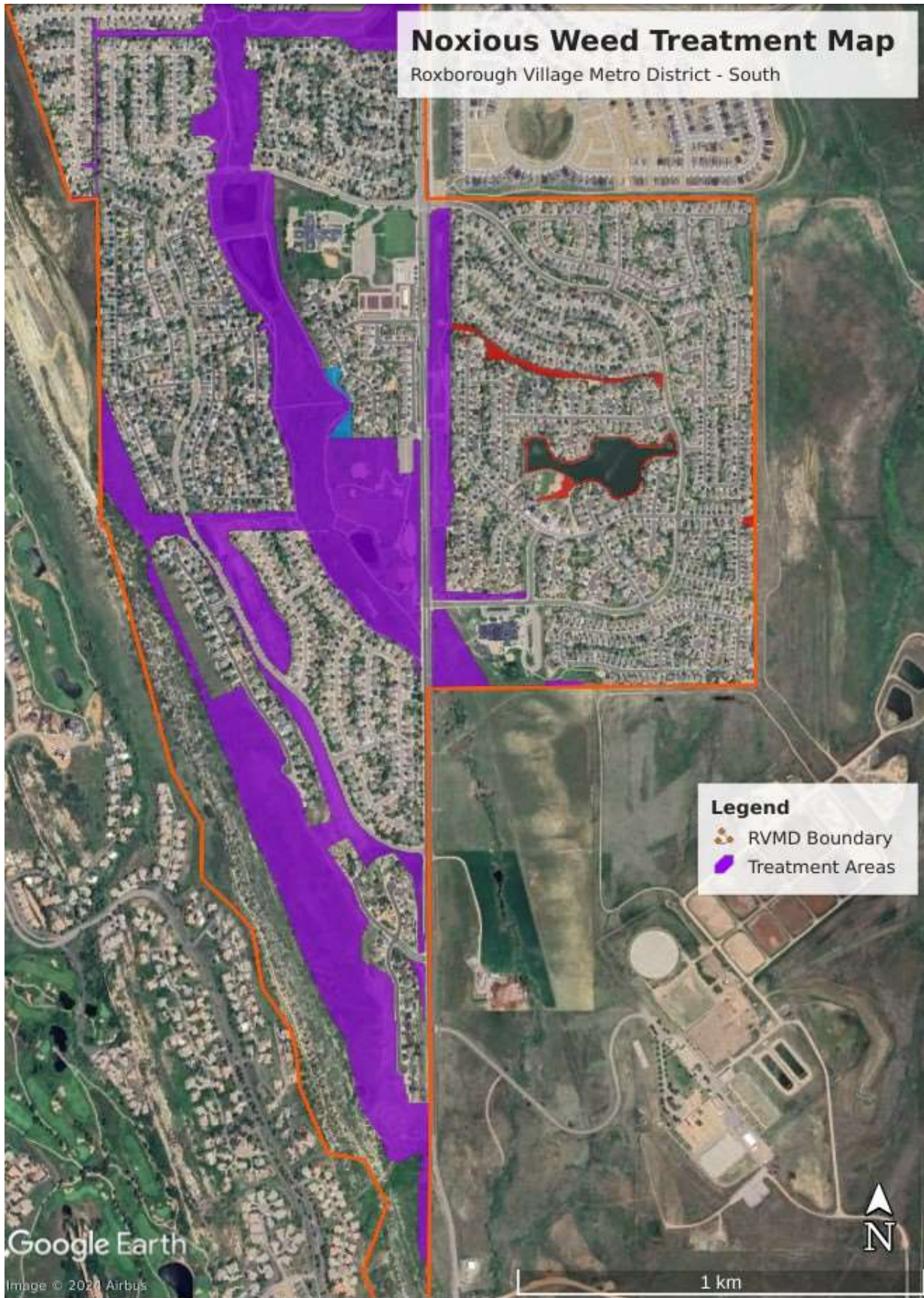
**Statement of Need:** There may be a few small areas in Roxborough Village that are in need of debris clean-up due to homeowners, contractors, or others dumping concrete, yard debris, and fencing material in the open space. There are likely more areas that need cleaned up. Notify the management company of homeowners who are violating various covenants in the open space including dumping, placing personal items like play equipment into the open space, un-authorized mowing of open space, or planting non-native ornamental plants in the open space.

<i>Recommended Actions:</i>	<u>Cost</u>
<b><u>Clean-up Projects</u></b>	
One area behind homes in the Chatfield Farms open space and miscellaneous seeding in various open space areas.	Time, materials, & disposal fees



















# Noxious Weed Treatment Map

Chatfield Farms Estates

