

GREENHOUSE REPAIR AND FAN INSTALLATION AGREEMENT

This Greenhouse Repair and Fan Installation Agreement (“**Agreement**”) is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado (“**RVMD**”), and Jim's Pride Landscaping and Maintenance, Inc., a Colorado corporation doing business as JPL Cares (“**Contractor**”). RVMD and Contractor are referred to collectively as the "**Parties**" or individually as a "**Party**".

I. Recitals

WHEREAS, RVMD desires to hire a contractor to install up to two solar fans in, and perform certain repairs to, a greenhouse owned by RVMD (“**Project**”);

WHEREAS, Contractor has submitted Work Order #13141, dated August 23, 2024, by which Contractor proposes to perform the Project (“**Work Order**”). A copy of the Work Order is attached to this Agreement as **Attachment A**. The Scope of Work to be performed by the Contractor is set forth in Contractor’s Work Order;

WHEREAS, Contractor has represented to RVMD that it has the skill and experience to perform the Project; and,

WHEREAS, RVMD is willing to hire Contractor to perform the Project on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for the mutual promises and consideration set forth herein, and in the Work Order, the Parties agree as follows.

II. Agreement

1. RVMD hires Contractor to perform the Project on the terms and conditions set forth in this Agreement. If there is a direct or indirect conflict between this Agreement and the Work Order, this Agreement shall control.

2. In exchange for Contractor’s satisfactory performance of the Project, RVMD will pay Contractor a not-to-exceed amount of \$1,100.00 within 30 calendar days of Contractor’s satisfactory completion of the Project, final inspection of the Project by RVMD or its agent, and final approval of the completed Project by RVMD. In addition, the Parties expressly agree:

a. Under no circumstances will Contractor be entitled to compensation in excess of that stated in Paragraph 2 of this Agreement without RVMD's prior written agreement;

b. Late fees, penalties and interest will not be charged against any disputed amount RVMD does not pay by the date owed; any undisputed amount RVMD does not pay by the date owed will accrue interest (but no late fee or penalty) at the rate of 8% per annum from the date

owed through the date paid in full. Contractor has no right to send any disputed amount to collections until it obtains a judgment for such amount from the District Court for Douglas County;

c. RVMD will not indemnify, defend, or hold harmless Contractor for any claim, demand, liability, or damages arising from or relating to Contractor's performance of the Project or this Agreement. Any limit on Contractor's liability is null and void; and,

d. Contractor provides a one (1) year warranty on workmanship and materials, which shall commence upon RVMD's final acceptance of the Project. Contractor's warranty does not cover normal wear and tear, or damage to any aspect of the Project caused by the negligence of RVMD or its agent.

3. Notice shall be in writing and hand delivered or sent by certified/registered mail, return receipt requested, to the address on the signature page, or at another address previously furnished in writing to the other Party pursuant to this paragraph. A notice sent by certified/registered mail is deemed given when deposited in the mail.

4. 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, RVMD 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.*

5. 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 RVMD; AND (B) CONTRACTOR IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. RVMD WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

Contractor certifies that **84-1383017** (*Must be inserted by Contractor*) 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 federal, state, and local law. RVMD will only provide Contractor with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

6. By signing this Agreement, Contractor certifies that it will fully comply with all local, state, and federal laws, rules, regulations, ordinances, and orders. Contractor further certifies that it will obtain all licenses and insurance policies necessary to perform the Project and will furnish satisfactory evidence of such insurance and licenses prior to commencing the Project.

7. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Jurisdiction and venue lie exclusively in a court of competent jurisdiction in Douglas County. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement or the Project, the prevailing Party shall be awarded its reasonable attorney's 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 all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed by the Parties.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

JIM'S PRIDE LANDSCAPING AND MAINTENANCE, INC.
D/B/A JPL CARES

By: Mark Rubic 09 / 03 / 2024
Mark Rubic, Board President Date

By: Cory Sulzle 08 / 30 / 2024
Cory Sulzle, Account Manager Date

Address: 141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Address: 13195 N. Highland Circle
Littleton, CO 80125

ATTACHMENT A
(Work Order #13141)



August 23, 2024

WORK ORDER #13141

PROPOSAL FOR

EPHRAM GLASS

ROXBOROUGH METRO DISTRICT

ROXBOROUGH METRO DISTRICT

W WATERTON ROAD AND N RAMPART RANGE ROAD

LITTLETON, CO 80125

DESCRIPTION OF WORK TO BE PERFORMED

This proposal represents the following scope of work to take place at the greenhouse:

- Get the greenhouse back to square and secure it to keep it in place
- Install one or two solar fans inside of the greenhouse

Price includes all Labor, Equipment, Materials, Delivery and Disposal Fees. Price is a Not to Exceed of \$1,100.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
Labor			
16.0000	Labor Hours	\$68.00	\$1,088.01
Total Labor			\$1,088.01
SALE:			\$1,088.01
TOTAL:			\$1,088.01

ENHANCEMENTS

**ROXBOROUGH METRO DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENTS	1	\$1,088.01	\$1,088.01	\$1,088.01
TOTAL:			\$1,088.01	\$1,088.01