

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**"), effective the 14 day of October, 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Jim's Pride Landscaping and Maintenance, Inc., a Colorado corporation doing business as JPL Cares ("**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, labor, supervision, supplies, and other items necessary to perform the work described in Work Order #12892 dated August 1, 2024 (collectively the "**Proposal**") attached as **Attachment A**. The work described in the Proposal shall be referred to as the "**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 Work, the District agrees to pay, and Contractor agrees to accept as full compensation for performing the Work, an amount not to exceed Two Thousand One Hundred and Twelve Dollars and Eighty-One Cents (\$2,112.81). Contractor shall invoice the District upon completion of the Work and the District's inspection and acceptance of the Work. Unless there is a dispute regarding the Work, the District shall pay the invoice within forty-five (45) calendar days from the date the District receives it. 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 begins on the Effective Date and terminates upon Contractor's satisfactory completion of the Work or December 31, 2024, whichever occurs first ("**Term**"), unless sooner terminated in accordance with any of the following provisions:

a. The District may terminate this Agreement at any time upon ten (10) business days prior written notice of termination;

b. The District may immediately terminate this Agreement without prior notice or recourse to any judicial authority if Contractor:

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

4. **Applicable Laws.** Contractor and the Contractor's employees, subcontractors, and anyone else that is directly or indirectly performing any part of the Work on behalf of Contractor (collectively, the “**Contractor Parties**”) 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 a governmental authority for any part of the Work, 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 & 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 have a provision requiring the insurer to provide the District thirty (30) days prior written notice of cancellation or material modification of any insurance policy required by this Paragraph 5. Except for workers' compensation insurance, each policy shall include “Roxborough Village Metropolitan District” as an additional insured and shall state that Contractor's insurance is primary and the District's insurance is non-contributory.

- 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, 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 or earlier termination of this Agreement.

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 or one or more of the Contractor Parties. 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 and the Contractor Parties 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 change the scope and/or nature of the Work by 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, privileges, immunities, notice requirements, and 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 provision in the 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 84-1383017 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/registered mail, return receipt requested, to the address set forth on the signature page, or at another address previously furnished in writing to the other Party pursuant to this Section 12. A notice sent by certified/registered mail is deemed given when received or rejected, or three (3) business days after deposit in the mail, whichever is earlier.

13. **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 shall lie exclusively in the District Court for Douglas County. In any civil action or proceeding arising or resulting 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.

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

By: Ephram Glass 10 / 14 / 2024
Ephram Glass, Board President Date

Attest:

By: Travis C Jensen 10 / 15 / 2024
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

Jim's Pride Landscaping and Maintenance, Inc., a Colorado corporation doing business as JPL Cares

By: Cory S. Sulzle 10 / 17 / 2024
Cory S. Sulzle Title Date

Address: 13195 North Highland Circle
Littleton, CO 80125

Attachment A



August 01, 2024

WORK ORDER #12892

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 in the swale by the soccer field, off of W Waterton Road:

- Dirt would be removed from the center of the swale, approximately 2 feet wide to recreate the proper grade to allow water to flow to the south.
- Once the proper grade is created the area would be reseeded with native grass seed and have straw blanket installed to help prevent erosion

Price includes all Labor, Equipment, Materials, Delivery and Disposal Fees.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
Labor			
24.0000	Labor Hours	\$68.00	\$1,632.02
Total Labor			\$1,632.02
Materials			
0.5000	Low-Grow Native Seed Mix - 25lb	\$273.58	\$136.79
1.0000	Disposal Charge (Inorganic)	\$224.00	\$224.00
1.0000	Straw Blanket 8' x 112.5'	\$80.00	\$80.00
1.0000		\$40.00	\$40.00
Total Materials			\$480.79
SALE:			\$2,112.81
TOTAL:			\$2,112.81

ENHANCEMENTS

<u>QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>
1.00	TON	Disposal Charge (Inorganic)