

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**"), effective the 9th 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 Orders #12899 and #12900, both dated August 1, 2024 (collectively the "**Proposal**") attached as **Attachment A**. In addition to the work described in the Proposal, glyphosate, or another effective broad-spectrum herbicide, shall be used to kill turf and weeds in all work locations prior to any tilling. The native grass seed identified in the Proposal shall be seeded in the fall of 2024. In Areas 6 and 7, as described in Work Order #12900, a broadleaf herbicide shall be applied in the spring of 2025. The work described in the Proposal and in this Section 1 shall be referred to collectively 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 Thirty-One Thousand Five Hundred and Eighty-Three Dollars and Ninety-One Cents (\$31,583.91). Contractor shall invoice the District upon completion of all the Work associated with an area and the District's inspection and acceptance of the area; provided, that Contractor shall not invoice the District for application of the broadleaf herbicide until that Work is satisfactorily performed in the spring of 2025. Each invoice shall include a detailed statement of the Work performed within the area. The District shall pay all undisputed amounts invoiced within forty-five (45) 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 begins on the Effective Date and terminates upon Contractor's satisfactory completion of the Work or July 1, 2025, 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.

c. The District's direct and indirect financial obligations under this Agreement in 2025 are subject to the District's Board of Directors budgeting and appropriating sufficient funds to meet such financial obligations. If the Board of Directors fails to budget and appropriate sufficient funds to meet the District's direct and indirect financial obligations in 2025, this Agreement shall automatically terminate on December 31, 2024 without any liability to Contractor or 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**").

Except as limited in Section 3(c), upon termination, 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 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 **87-1383017** 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. **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. **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 / 10 / 2024
Ephram Glass, Board President Date

Attest:

By: Travis C Jensen 10 / 11 / 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 #12899

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

AREA 1 LOCATION: Area 1 is on the north sde of Village Circle East, just to the east of the intersection of Village Circle East and North Rampart Range Road.

Scope of work is as follows:

- Turf in Area 1 would be removed via Rototilling in order to be converted to xeriscaping.
- Irrigation in this area would be converted from spray heads to drip irrigation.
- Xeriscape plants, grown by the metro district, would be installed in the area and would cover 50% of the site.
- 5-12" Cobblestone would be installed along the border at the sidewalk
- 2-4 Siloam Boulders would be installed in the area
- 1 1/2" River rock would then be installed in the area

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

Xeriscape design would be approved in advance of work commencement.

If any additional plant material is needed there would be an additional charge for the purchase of plant material.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
Labor			
16.0000	Labor Hours	\$85.00	\$1,360.00
40.0000	Labor Hours	\$68.00	\$2,720.03
Total Labor			\$4,080.03
Materials			
2.0000	Moss Rock Boulder	\$560.00	\$1,120.00
2.0000	Disposal Charge (Inorganic)	\$224.00	\$448.00
3.0000	Delivery Fee	\$200.00	\$600.00
6.0000	68T Tan River Rock - 1-1/2"	\$153.60	\$921.60
2.0000	Equipment Rental	\$150.00	\$300.00
2.0000	Mountain Cobblestone 4"-8"	\$142.40	\$284.80
8.0000		\$75.00	\$600.00
3.0000	Amended Top Soil	\$64.80	\$194.40
250.0000	Misc. Irrigation Parts	\$1.80	\$450.00
Total Materials			\$4,918.80

SALE: \$8,998.83
TOTAL: \$8,998.83

ENHANCEMENTS

<u>QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>
6.00	TON	68T Tan River Rock - 1-1/2"
2.00	TON	Mountain Cobblestone 4"-8"
2.00	TON	Disposal Charge (Inorganic)
3.00	EACH	Delivery Fee
3.00	CU YD	Amended Top Soil

IRRIGATION REPAIR

**ROXBOROUGH METRO DISTRICT
 WORK ORDER SUMMARY**

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENTS	1	\$7,188.83	\$7,188.83	\$7,188.83
IRRIGATION REPAIR	1	\$1,810.00	\$1,810.00	\$1,810.00
TOTAL:			\$8,998.83	\$8,998.83

~~This proposal is valid for 30 days and is based on current market rates for material and labor costs, which are subject to change due to supply chain variability and market uncertainties. Contractor reserves the right to revise pricing should Client approve and accept this proposal after 30 days from the date of the proposal.~~

~~**INVOICING AND PAYMENT:** Payments will be due in a net 30 fashion. Interest shall accrue from the date payment is due at the rate of 2% per week until payment in full is received. All billing that has aged over forty-five (45) days will be sent to collections. Please email ar@jplcares.com for any questions or to update invoicing contact information.~~

~~**WARRANTY LIMITATIONS:** Contractor to perform warranty installation of trees and shrubs supplied by Contractor, for a period of 1-year from the date of installation. The warranty shall be in effect provided Contractor has been responsible for the maintenance of trees and shrubs under a separate landscape maintenance agreement, and all recommendations made for ongoing care have been approved by the Client. Annuals, Perennials, Seed and Sod are not covered under warranty. Contractor will supply and install replacements for trees and shrubs that are more than 50% perished before the expiration of the 1-year warranty period. Contractor will cover warranty costs based on their material cost at the date of installation, to be performed around the 1-year anniversary of installation. Client is responsible to notify the Contractor of perished trees and shrubs prior to the date of the 1-year anniversary of installation. The Contractor assumes no responsibility for and shall not be held responsible by Clients for damages due to conditions beyond the Contractor's control, including landscape maintenance performed by others, over/under watering, protection and care provided by Client or others, extreme weather; including abnormally cold winter temperatures, ice, snow damage, melting snow, wind, hail, tornado, fire, vandalism, theft, neglect, abuse, wildlife (including but not limited to rabbits and deer), the impact from separate or other construction projects and/or improper practices by others. **Warranty does not include the price of labor to install new plant material.** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions. **Should the price of fuel rise above \$4.25 a gallon, JPL Cares reserves the right to increase the overall contract price by a percentage no greater than 5% based on rising costs in various materials.**~~



August 01, 2024

WORK ORDER #12900

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

AREAS 6 AND 7 LOCATIONS:

Areas 6 and 7 are on the west side of North Rampart Range Road, extending north from the northwest corner of the intersections of Village Circle East, village Circle West, and North Rampart Range Road until the opposite side of the street from Monte Vista Avenue. Area 6 is on the side of the existing sidewalk while Area 7 is on the est side of the sidewalk.

Scope of work is as follows:

Turf is to be removed from Areas 6 and 7 via rototilling, in order to convert these areas to native meadows. Both areas would be reseeded with a native grass mix prescribed by the metro district. Seeded area would be blanketed with biodegradable straw mats. Existing irrigation system would be checked and repaired in order to get the native grass established. Drip irrigation would be added to the existing trees on two new irrigation zones.

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

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
Labor			
40.0000	Labor Hours	\$85.00	\$3,400.00
120.0000	Labor Hours	\$68.00	\$8,160.08
Total Labor			\$11,560.08
Materials			
1.0000	Misc. Irrigation Parts	\$1,250.00	\$1,250.00
2.0000	Low Grow Native Seed Mix - 50lb	\$350.00	\$700.00
10.0000	Disposal Charge (Inorganic)	\$224.00	\$2,240.00
15.0000	Equipment Rental	\$175.00	\$2,625.00
10.0000		\$125.00	\$1,250.00
32.0000	Straw Blanket 8' x 112.5'	\$80.00	\$2,560.00
10.0000		\$40.00	\$400.00
Total Materials			\$11,025.00
SALE:			\$22,585.08
TOTAL:			\$22,585.08

ENHANCEMENTS

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

IRRIGATION REPAIR

<u>QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>
10.00	HRS	

**ROXBOROUGH METRO DISTRICT
WORK ORDER SUMMARY**

<u>INCLUDED SERVICES</u>	<u>OCCURS</u>	<u>COST EACH</u>	<u>EXT COST</u>	<u>TOTAL COST</u>
ENHANCEMENTS	1	\$16,685.08	\$16,685.08	\$16,685.08
IRRIGATION REPAIR	1	\$5,900.00	\$5,900.00	\$5,900.00
TOTAL:			\$22,585.08	\$22,585.08

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

IRRIGATION REPAIR

<u>QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>
10.00	HRS	

**ROXBOROUGH METRO DISTRICT
WORK ORDER SUMMARY**

<u>INCLUDED SERVICES</u>	<u>OCCURS</u>	<u>COST EACH</u>	<u>EXT COST</u>	<u>TOTAL COST</u>
ENHANCEMENTS	1	\$16,685.08	\$16,685.08	\$16,685.08
IRRIGATION REPAIR	1	\$5,900.00	\$5,900.00	\$5,900.00
TOTAL:			\$22,585.08	\$22,585.08

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