

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**"), effective the 18th day of December, 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and N&D Tree, 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, directly or through Contractor's employees, subcontractors, or anyone else who is directly or indirectly performing any part of the Work on behalf of Contractor (collectively, the "**Contractor Parties**"), agrees to furnish all labor, tools, equipment, supervision, supplies, and other items necessary to perform the fuels mitigation work described below and in the proposal dated November 22, 2024 ("**Proposal**") attached as **Exhibit A** ("**Work**").

Scope of Work:

- a. Masticate rabbitbrush in the areas indicated on the map attached as **Exhibit B**;
- b. Clear all brush and small trees from the fence lines as indicated on the map attached as Exhibit B;
- c. Remove larger trees along fence lines if they are sickly or directly abut or endanger the fence;
- d. Limb-up larger trees along fence lines up to ten feet; and,
- e. Clear brush and limb-up trees behind the houses east of Dusk Street between the fence and sidewalk, labeled as "Add-on" in Exhibit A.

Contractor will masticate or chip materials and spread them out on site. Contractor is not required to haul away any material. Contractor shall not remove those trees that an HOA has marked as not to be removed.

The 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, and the requirements of Applicable Laws (defined in Section 4 below).

2. **CONTRACT PRICE; PAYMENT.**

a. **Contract Price.** In exchange for Contractor's satisfactory performance of the Work, the District agrees to pay Contractor Forty-Six Thousand Seven Hundred Sixty-Five Dollars (\$46,765.00) ("**Contract Price**").

b. **Additional Work.** While performing the Work, Contractor or the District may determine it is necessary to perform additional work. Any additional work shall only be performed once the Parties have signed a Change Order for such work in accordance with Section 8, below.

c. Payment. Subject to Contractor's satisfactory performance of the Work, the Contract Price shall be paid in full within 30 days of the District's final acceptance of the Work. If all or a portion of the Work is disputed, the District shall pay Contractor for any undisputed Work that has been performed. Any undisputed amount the District does not within 30 days of final acceptance shall accrue interest at 8% per annum compounded annually until paid in full.

3. **TERM AND TERMINATION.**

a. Term. The term of this Agreement commences on the Effective Date and terminates upon Contractor's satisfactory completion of the Work or May 31, 2025, whichever occurs first ("**Term**").

b. Termination:

i. 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 a 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.

c. Nonappropriation. The District's financial obligations for 2025 are subject to the District's Board of Directors appropriating funds to meet all the District's direct and indirect financial obligations for 2025. If the Board fails to appropriate such funds, this Agreement shall automatically terminate on December 31, 2024 with no liability to the District beyond 2024.

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

4. **APPLICABLE LAWS**. Contractor and the Contractor Parties shall 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 Section 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 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, 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.

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 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 comply fully with 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 only through a written document signed by the Parties ("**Change Order(s)**"). Oral discussions or arrangements shall have no force or effect unless memorialized in a Change Order that complies with this Section 8. 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 rights, 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.** If there is a direct or indirect conflict between anything 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.

Contractor certifies that **Nikolas J Lenski** 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 refused, or 3 business days after the date sent, whichever is earlier.

13. **VEHICLES AND HEAVY EQUIPMENT.** Contractor and the Contractor Parties may only operate their vehicles and any heavy equipment within unpaved areas to the extent necessary to perform the Work. Whenever possible, vehicles and heavy equipment will be kept to streets, parking lots, and paved paths to minimize the adverse impact in the unpaved areas.

14. **RESEEDING AND RECLAMATION WORK.** Contractor shall reseed the areas where the Work was performed using a District-approved grass seed mix. The District is responsible for ensuring the seed receives the proper amount of water.

15. **ADDITIONAL TERMS.** This Agreement is the entire agreement between the Parties and 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.

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

By: Ephram Glass 01 / 05 / 2025
Ephram Glass, Board President Date

Attest:

By: Travis C Jensen 01 / 05 / 2025
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

N&D Tree, LLC, a Colorado Limited
Liability Company

By: Nikolas Josef Lenski 01 / 06 / 2025
Nik Lenski, Owner/Manager Date

Address: 2718 Autumn Way
Parker, CO 80138

EXHIBIT A
(Proposal)



PROPOSAL

N&D Tree LLC
2718 Autumn Way
Parker, CO 80138
Phone (720) 793-5273

PROPOSED BY: Logan Ediger
DATE: November 22, 2024

CUSTOMER INFO:

Michelle Gardner
mgardner@sdmsi.com
141 Union Boulevard, Suite 150
Lakewood, CO. 80228-1898
303-987-0835 Ext. 204

WORK SITE:

Roxborough Village

Item	Service	Description	QTY	Rate	Cost
Brush	Mastication	Mastication of the shaded polygons (approximately 2.3 acres) on the map, with a focus on thinning out the rabbitbrush in these zones.			\$ 4,140.00
Trees	Pruning/removal	Removal of dead trees, trees <4" dbh, trees damaging the fence line (approximately 1-3 larger trees), and the raising of trees >4" dbh to a height of 10' (1/3 tree height or 6' for trees <20' tall) in an 8' wide border running along approximately 5.6 miles of fence marked in the map.			\$ 38,500.00
Trees	Add-on	Optional add-on to extend the scope past the 8' border, from the fence down to the sidewalk, in the section walked by Logan and Ephram.			\$ 4,125.00
Land	Herbicide Spray	Optional per acre pricing for spraying treated areas to reduce woody plant regeneration.		\$500/acre	\$ -

N&D Tree will price match, or beat any other competitive bid by an insured, licensed, and certified contractor.

If scope definition will change, we can address on a case by case basis. Costs are valid if the entire job is to be completed by N&D Tree.

~~Payment Terms: Payment to be Received within 30 days of service completion. If payment is not received within 30 days, a 20% late charge will be added to the initial bill. Credit cards are subject to a 3.5% processing fee.~~

Materials/Parts + Tax	N/A
Shipping and Handling	N/A
PROPOSAL TOTAL	\$ 46,765.00

~~I, the undersigned, hereby accept the above proposal and release N&D Tree, LLC, officers, and employees from any liability for property damage resulting from the operating, parking, loading, or unloading (including the use of any boom or detached equipment) of any N&D Tree vehicle over and upon the job location premises described above. This includes, but is not limited to, damage to driveways, walkways, and lawns. Additionally, I release N&D Tree, LLC, officers, and employees from any liability for damage to underground utilities or irrigation while stump grinding.~~

EXHIBIT B

