

WORK ORDER #2025-06
TO MASTER SERVICES AGREEMENT, DATED January 1, 2023

This Work Order is made and entered into this **1 day of May, 2025**, by and between **VDW METROPOLITAN DISTRICT**, (the “District”), and **ENVIRONMENTAL DESIGNS, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **January 1, 2023** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **VDW O&M: Plant Health Care Services.**

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **Lump Sum of \$7,151.60**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **December 31, 2025.**

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **1 day of May, 2025.**

VDW METROPOLITAN DISTRICT:

Bryan Newby

By: _____

Its: _____

ENVIRONMENTAL DESIGNS, INC.:

[Signature]

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #2025-06
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



PLANT HEALTH CARE AGREEMENT

EDLLC Contact: Riley Lawlor

Project Name: VDW

Project Address 550 W. Eisenhower Blvd, Loveland, CO 80537

Agreement #: 121081

Date of Agreement September 18, 2024

2025 PHC

THIS PLANT HEALTH CARE AGREEMENT (the "Agreement") is made and entered into as of 9/18/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and VDW (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 5 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, existing plant material, existing sod, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the Client and the Contractor.

4. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

PHC-Emerald Ash Borer / Lilac Ash Borer

Frequency included in this Agreement

Preventively treat all Ash trees for Emerald Ash Borer and Lilac Ash Borer.

The Emerald Ash Borer & Lilac Ash Borer are invasive pests that feed on the xylem layer of the tree. Once a tree is infected, that tree is likely to die within 3-4 years. To protect Ash trees they need annual preventative treatment. The insecticide is applied to the trunk of the tree. The tree then absorbs and systemically moves the insecticide throughout the xylem layer that the pest feeds on. This treatment is good for up to 12 months. There is no guarantee that the treatment will preserve the tree.

Description	Quantity	Unit	Unit Price	Price
PHC-Ash Borer Treatment DBH	275.00	DBH	6.44	1,770.63
Group Total				\$1,770.63

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

PHC-Spring Evergreen Tree Treatment

Frequency included in this Agreement

Preventively treat all Spruce and Pine trees.

Ips beetles, sometimes known as "engraver beetles," are bark beetles that damage pine and spruce trees. They develop under the bark and produce girdling tunnels that can cause die back and kill trees. This treatment also helps control Zimmerman pine moth, Douglas Fir Tussock moth, White Pine Weevil, Mountain Pine Beetle, Spruce Gall, and Pitch Mass Borer.

Description	Quantity	Unit	Unit Price	Price
PHC-Spring Evergreen Tree Treatment DBH	350.00	DBH	1.50	524.80
Group Total				\$524.80

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

PHC-Aphids

Frequency included in this Agreement

Preventively treat trees for Aphids.

Aphids are the most common insects found on trees, shrubs, and garden ornamental plants. When the number of aphids are on a plant for an extended period of time, their feeding can cause decline.

Description	Quantity	Unit	Unit Price	Price
PHC-Aphid Treatment DBH	200.00	DBH	2.34	467.02
Group Total				\$467.02

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

PHC-Fall Deep Root Feeding

Frequency included in this Agreement

This proposal is for Deep Root Fertilization of all trees throughout the property. Fertilization promotes growth, and overall health

Please note- the injection consists of three fertilizer components; beneficial mycorryzal spores, Coron fertilizer, and chelated micronutrients.

Description	Quantity	Unit	Unit Price	Price
PHC-Fall Root Feeding Mobilization	1.00	EA	86.25	86.25
PHC-Fall Root Feeding - Mycorryzae DBH (Lg Tree >=15")	2,000.00	DBH	2.15	,302.90
Group Total				\$4,389.15

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$7,151.60
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