

WORK ORDER #2023-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2023

This Work Order is made and entered into this **1st day of January, 2023**, 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: Snow Removal Services - January 2023-May 2023.**

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 **on a time and materials basis, not to exceed a total cost of \$11,000.00**, 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 **May 31, 2023.**

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 **1st day of January, 2023.**

VDW METROPOLITAN DISTRICT:

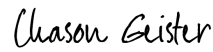
DocuSigned by:

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By: Kim Perry

Its: District Representative

ENVIRONMENTAL DESIGNS, INC.:

DocuSigned by:

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By: Chason Geister

Its: North Branch Manager

EXHIBIT A-1 TO WORK ORDER #2023-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



ENVIRONMENTAL DESIGNS, INC.

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

WWW.ENVIRONMENTALDESIGNS.COM

SNOW SERVICES AGREEMENT

EDI Contact: Chason Geister

Project Name: VDW

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

Proposal #: 104119

Effective Date: October 1, 2022

Termination Date: May 31, 2023

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 10/1/2022 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and VDW (the "Client"), and shall remain in full effect until 5/31/2023 (the "Termination Date") subject to the terms and conditions herein. The Client and the Contractor agree as follows:

1. GENERAL PROVISIONS

- A. The Client agrees that the Client shall provide a Map of where they desire for snow to be piled from the snow plowing/shoveling services in this Agreement. The Client agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader, Dump Truck, etc.) to move the snow or have it removed to a location designated by Client.
- B. The Contractor and the Client agree that snow plowing/shoveling services shall begin when a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement and that the Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and ice related incidents. All parties agree that Environmental Designs, Inc. is not responsible for slippery and/or icy conditions during the days following a storm. The Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by the Contractor.
- C. The Client agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. It is the responsibility of the Client to advise it's tenants, residents, and visitors of the potential for danger due to Winter conditions. The Client will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an opportunity to address the hazard or make recommendations to the Client to mitigate the risk.
- D. Although the Contractor shall use its best effort to minimize damages, the Client agrees that Environmental Designs, Inc. shall not be responsible for any curb or other property damage that was existing prior to services being rendered or as a result of performing services, this includes but is not limited to curbs, walks, speed bumps, etc.
- E. The Client acknowledges that the Contractor is not a 24-hour monitoring service. It is the Client's responsibility to notify the Contractor of melt and refreeze conditions which may occur from time to time after services have been performed related to the snow event or if the Client wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement.
- F. The Client and the Contractor agree that a Site Inspection Fee will be charged when a physical visit to the site is required to determine if services are needed. If services are rendered as detailed in this Agreement, then no Site Inspections shall be invoiced. However, in the occurrence of snow events where accumulation must be verified on site to determine if snow depths have met the tolerances to trigger services as outlined within this Agreement and no services are rendered, then a Site Inspection will be billed to the Client as detailed in this Agreement.
- G. If the average fuel price index for Denver, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon ("Benchmark Price"), a fuel surcharge of 3% will be applied to all invoices associated with this Agreement until fuel prices drop below the Benchmark Price, said surcharge shall increase 3% for every \$0.50 increase above the Benchmark Price of \$4.00 per gallon.
- H. This Agreement constitutes the entire agreement between the Client and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of the Contractor. Any obligation in this Agreement that, by its terms, is intended to be performed after completion shall survive the same.
- I. Any changes in the scope of service must be documented in writing. The Client assumes all risks involved when the Client makes any changes the scope of services as outlined within this Agreement. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this agreement, and bill accordingly.
- J. The Client agrees that if determined necessary by the Contractor, the Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.

2. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

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