

**WORK ORDER #2021-01**  
**TO MASTER SERVICES AGREEMENT, DATED January 1, 2018**

This Work Order is made and entered into this **20<sup>th</sup> day of January, 2021**, by and between **VDW METROPOLITAN DISTRICT**, (the “District”), and **BOXELDER TREE FARMS, LLC** (“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, 2018** (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: Right-of-Way and Open Space Mowing**.

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 \$6,500.00**, 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 **December 31, 2021**.

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 **20<sup>th</sup> day of January, 2021.**

**VDW METROPOLITAN DISTRICT:**

DocuSigned by:  
*Ryan Abbott*  
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By: Ryan Abbott

Its: Assistant Director of Management and Administration

**BOXELDER TREE FARMS, LLC:**

DocuSigned by:  
*Rod Bryner*  
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By: Rod Bryner

Its: Managing Member

**EXHIBIT A-1 TO WORK ORDER #2021-01**  
**SCOPE OF SERVICES AND PAYMENT FOR SERVICES**

August 13, 2017

**Boxelder Tree Farms  
Weed mowing Rates for 2021  
Vande Water Metro District**

**Prepared for:** Vande Water Metro District  
c/o Pinnacle Consulting Group  
550 W. Eisenhower Blvd.  
Loveland, CO 80537  
Attn: Doug Campbell

Dylan,

The following rates will apply to any weed mowing / trimming services that are performed by Boxelder Tree Farms, LLC for the 2020 growing season. All work will be preapproved by yourself or any other directed representative of Pinnacle Consulting Group who is acting on behalf of Vande Water Metro District.

- **JD 6130 Tractor w/ 8 ft mower: ..... \$ 110.00 per hr**
- **JD 4052M Tractor w/ 6 ft mower: ..... \$ 90.00 per hr**
- **Hourly Rate for String Trimming: ..... \$ 65.00 per hr**

Thanks for the opportunity to submit this proposal. Please let me know if you have any questions, or need specific job pricing.

Sincerely,

Rod Bryner  
Managing Member  
Boxelder Tree Farms, LLC  
(970) 566-4919

### VDW ROW Mowing

