

WORK ORDER #2021-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2019

This Work Order is made and entered into this **21st day of January, 2021**, by and between **VDW METROPOLITAN DISTRICT**, (the “District”), and **ET WATER SYSTEMS, 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, 2019** (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: Irrigation System Management and Monitoring 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 **a lump sum amount of \$956.00**, 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 **21st 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

ET WATER SYSTEMS, INC.:

DocuSigned by:

Richard Restuccia

DEF41A36189C475...

By: Richard Restuccia

Its: Vice President of water Management Solutions

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



Management Services

Cell and Mobile Connect Data including flow monitoring - **\$239/year** per controller

Total = \$7648.

ET Water will bill each controller for services that are being used from the above list on a yearly basis.

Disclaimer Except as specified above, all express or implied conditions, representations, and warranties including, without limitation, any implied warranties or conditions of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, or arising from a course of dealing, usage, or trade practice, are hereby excluded to the extent allowed by applicable law.

Limitation of Liability In no event will ET Water or its affiliates or suppliers be liable for any loss of use, interruption of business, lost profits, or lost data, or indirect, special, incidental, or consequential damages of any kind, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if ET Water or its affiliate or supplier has been advised of the possibility of such damage, and whether or not any remedy provided should fail of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction

Site: Centerra Metro District (Pinnacle) (8764)

1635400078 - C-Y: Parcel 206

1605400074 - C-X: Meyers Food Facility

1536300187 - C-W: Crossroads W (104) 2-Wire

1536300203 - C-V: I-25/34 (002) 2-Wire

1536300062 - C-U: East I-25 (200) 2-Wire

1534900269 - C-T: Boyd Lake & HWY 34

1534900335 - C-S: Crossroads East (478)

1534900285 - C-P3: SE Wells Fargo (122)

1536300252 - C-P2: Hahns Pk/Rocky Mtn (122)

1535000226 - C-P1: Hahns Pk/Rocky Mtn (122)

1536300211 - C-O: 3865 Byrd (997)

1536300161 - C-N: Mini-Cooper (996)

1536300070 - C-M: Near Jared's (904)

1535000051 - C-L2: I-25 & Promenade (908)

1536300138 - C-L1: I-25 & Promenade (908)

1535000168 - C-K2: Motorplex C-A

1536300088 - C-K1: Motorplex C-A

1536300245 - C-J: Motorplex (5392 Crossroads)

1536300229 - C-I: 5207 Test Dr. (Heska)

1536300153 - C-H: Medical Center - Rockies

1535000036 - C-G: Rocky Mtn N RAB (105)

1535000150 - C-F: 3352 Rocky Mtn. Ave.

1536300112 - C-E2: Gateway Streetscapes

1536300104 - C-E1: Gateway Streetscapes

1535000234 - C-D: Heska (property)

1535000143 - C-C: Rangeview 3

1536300195 - C-B: Centerra PKWY (902)

1536300146 - C-A2: HWY 34 & Centerra PKWY

1535000044 - C-A1: HWY 34 & Centerra PKWY

Site: Chapungu Park - Centerra Metro District (10545)

1536300237 - C-R: Chapungu South

1536300021 - C-Q2: Chapungu North

1536300096 - C-Q1: Chapungu North