

WORK ORDER #2025-07
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: Annual floral 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 \$1,097.00**, 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, 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 #2025-07
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



SPRING/SUMMER & FALL FLORAL AGREEMENT

EDLLC Contact: Riley Lawlor
Project Name: VDW
Project Description: 2025 Spring Floral
Project Address: 550 W. Eisenhower Blvd
Loveland, CO 80537

Agreement #: 121080
Date of Agreement: 9/17/2024
Client Phone Number: 9706993611
Client Email: doug@pcqi.com

THIS SPRING/SUMMER AND FALL FLORAL 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

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. SCHEDULE

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.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. 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, etc.

B. This agreement shall supersede all prior agreements between the Parties as it relates to the Work, as outlined within this Agreement, 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. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. 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.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. 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 the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

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:

2025 Spring Annual Bed Refresh

This service includes refreshing the soil in the floral bed, mechanically tilling in the bed, and raking it smooth in preparation for the spring floral.

Description	Quantity	Unit	
Annual - Refresh with Planters Mix	65.00	SF	
Group Total			\$96.34

_____ 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.

2025 Spring Annual Color Installation

Spring/Summer Annual Floral includes 3-4 types of annuals.

Unless otherwise outlined in this agreement, ED LLC will not maintain the Spring/Summer Floral Beds.

NO WARRANTIES shall be given, expressed or implied, due to vandalism, theft, over or under watering when irrigation is not available or out of the control of ED LLC, and/or acts of nature (hail, lightening, torrential rainfall, freezing, snow, etc.).

Description	Quantity	Unit	
Annual Flower Installation - Spring - Premium North	65.00	SF	
Group Total			\$628.13

_____ 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.

2025 Spring Annual Color Removal

This service includes the removal of floral at end of the season.

If fall floral is being installed, spring floral needs to be removed no later than September 15th to allow the fall floral to have time to establish roots while irrigation is still active.

Description	Quantity	Unit	
Annual Flower Removal	65.00	SF	
Group Total			\$36.26

_____ 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.

2025 Spring Annual Color Maintenance

This agreement includes periodic maintenance of spring floral beds, including root base feeding, foliar feeding, dead heading, and weed and insect control as needed.

Description	Quantity	Unit	
Annual Floral Maintenance	0.25	HR	
Group Total			\$336.27

_____ 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.