

WORK ORDER #2020-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2019

This Work Order is made and entered into this **15th day of January, 2020**, 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 Operations & Maintenance 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 \$720.00**, 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, 2020**.

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 15th day of January, 2020.

VDW METROPOLITAN DISTRICT:



By: Ryan Abbott
Its: District Manager

ET WATER SYSTEMS, INC.:



By: RICHARD RESTUCCIA
Its: V.B. WATER MANAGEMENT'S SIGNATURE

EXHIBIT A-1 TO WORK ORDER #2020-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Management Services

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

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: VDW (10093)

1720200094 - VDW 2

1720600020 - VDW 1

1635740309 - Hermit Crab