

WORK ORDER #2024-04
TO MASTER SERVICES AGREEMENT, DATED January 1, 2023

This Work Order is made and entered into this **1st day of January, 2024**, 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 **a lump sum in the amount of \$1,050.04**, 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, 2024.**

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, 2024.**

VDW METROPOLITAN DISTRICT:

DocuSigned by:

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By: Bryan Newby

Its: District Manager

ENVIRONMENTAL DESIGNS, INC.:

DocuSigned by:

9E6C4A42E7F24D3...

By: Chason Geister

Its: North Branch Manager

EXHIBIT A-1 TO WORK ORDER #2024-04
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



ENVIRONMENTAL DESIGNS, LLC

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

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

CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

SPRING FLORAL ADDENDUM

Additional Scope of Services (the "Work") to the LANDSCAPE MAINTENANCE AGREEMENT

EDLLC Contact: Adam Cole

Proposal #: 111552

Project Name: VDW

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

THIS SPRING FLORAL ADDENDUM (the "Addendum") is made part of the LANDSCAPE MAINTENANCE AGREEMENT and more specifically Exhibit A, Scope of Services (the "Work") by and between Environmental Designs, LLC (the "Contractor") and VDW (the "Client") entered into on 1/1/2024. The Client and Contractor agree as follows:

1. ADDITIONAL SCOPE OF WORK

- 2024 Spring Annual Bed Refresh Frequency included in this Agreement 1
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.
- 2024 Spring Annual Color Installation Frequency included in this Agreement 1
Spring/Summer Annual Floral includes 3-4 types of annuals.

Unless otherwise outlined in this agreement, EDI 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 EDI, and/or acts of nature (hail, lightening, torrential rainfall, freezing, snow, etc.).

- 2024 Spring Annual Color Removal Frequency included in this Agreement 1
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.

- 2024 Spring Annual Color Maintenance Frequency included in this Agreement 20
This agreement includes periodic maintenance of spring floral beds, including root base feeding, foliar feeding, dead heading, and weed and insect control as needed.

2. PAYMENT TERMS

_____ By initialing here Client agrees to have the services approved above invoiced in whole at the time that the Spring Floral is
Total Price of Addendum: **\$1,050.04**

_____ By initialing here Client agrees to have the services approved above added to its monthly invoice outlined in the Landscape
Maintenance Agreement

12 Monthly Installments of: **\$87.50**
Starting: **January 2024**
Ending: **December 2024**

3. ACCEPTANCE

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

VDW
550 W. Eisenhower Blvd
Loveland, CO 80537
9706993611

Contractor Signature

Date

Printed Name

Client Signature

Date

Printed Name