

**ADDENDUM TO SERVICE AGREEMENT  
2011**

**Waterfall Metropolitan District No. 1- Mill Brothers Landscape & Nursery, Inc.**

This ADDENDUM TO SERVICE AGREEMENT (“Addendum”) is made and entered into as of the 1<sup>st</sup> day of April, 2011, by and between WATERFALL METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and MILL BROTHERS LANDSCAPE & NURSERY INC. (the “Contractor”), collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, the District and the Contractor entered into that certain Service Agreement, dated June 8, 2010 (the “Original Agreement”), pursuant to which the Contractor provides certain landscape maintenance services and **services related to the operation and maintenance of certain District facilities and/or improvements**; and

WHEREAS, pursuant to Section 3.5 of the Original Agreement, the District and the Contractor shall annually analyze the Scope of Work and the fee schedules contemplated by the Original Agreement; and

WHEREAS, pursuant to Section 3.5 of the Original Agreement, the Parties may, with mutual consent, adjust the schedule of fees and/or the Scope of Work as deemed appropriate by the Parties; and

WHEREAS, the Parties to desire to adjust the Scope of Work and schedule of fees for calendar year 2011 as contemplated by the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**I. ADJUSTMENT OF SCOPE OF WORK**

- 1.1 The District and the Contractor agree that the District shall engage the Contractor to perform the Services for the District as outlined on the Scope of Work set forth in the Original Agreement Exhibit A. Contractor shall obtain the prior approval of the District prior to providing any Services that vary from those Services set forth in Exhibit A.

## **II. ADJUSTMENT TO COMPENSATION**

2.1 The District and the Contractor agree that Contractor shall be compensated for the Services provided hereunder according to the schedule set forth on Exhibit B-1, attached hereto and incorporated herein, according to the procedures for payment set forth in the Original Agreement. The Contractor shall obtain the approval of the District prior to charging for any Services that vary from the costs set forth in Exhibit B-1, attached hereto. In the event of an early termination pursuant to Section 4.1 of the Original Agreement, the District shall pay Contractor for all Services satisfactorily performed up to and including the designated termination date.


## **III. MISCELLANEOUS**

- 3.1 Capitalized terms not otherwise defined herein shall have the meaning given them in the Original Agreement.
- 3.2 Unless otherwise modified herein, all provisions of the Original Agreement shall remain in full force and effect as written in the Original Agreement.
- 3.3 Each and every Exhibit to this Addendum is specifically incorporated herein and made a part hereof by this reference.
- 3.4 The Contractor specifically affirms herein that it will continue to comply with and be bound by the terms set forth in Section V and Section VI of the Original Agreement.
- 3.5 This Addendum and the Original Agreement set forth the entire agreement of the Parties, and no statements, promises, or inducements made by either Party or the agent of either Party that are not contained in this Addendum or the Original Agreement shall be valid or binding.
- 3.6 This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

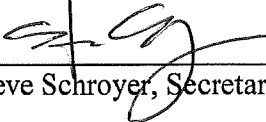
(Signatures follow on succeeding pages)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

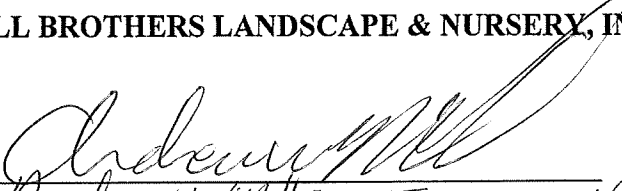
**WATERFALL METROPOLITAN DISTRICT NO. 1**

  
\_\_\_\_\_  
Troy McWhinney, Chairperson and President

ATTEST:

  
\_\_\_\_\_  
Steve Schroyer, Secretary

**MILL BROTHERS LANDSCAPE & NURSERY, INC.**

  
\_\_\_\_\_  
By: Andrew W. Mill Its: Treasurer MBL&N Inc.

**EXHIBIT B-1**

**PAYMENT FOR SERVICES - 2011**

**Waterfall Metropolitan District  
2011 Landscape Maintenance**

04.1.11

Prepared by: Pinnacle Consulting Group Inc.

			<b>Mill Brothers</b>		
#	Description of Item	Unit	Qty	Unit Price	Item Price
I	Spring & Fall Cleanup	Each	2	\$ 183	\$ 365
II-a	Weekly Mow/Trim & Blow	Weekly	23	\$ 32	\$ 735
II-b	Chemical Weed Control	Monthly	6	\$ 72	\$ 430
II-c	Detail/trash removal -April - October	Weekly	23	\$ 27	\$ 612
II-d	Edge Sidewalks	Monthly	6	\$ 9	\$ 55
II-e	Tree well & annual cultivation/maintenance	Each	1	\$ -	\$ -
III-a	Irrigation System Activation	Each	1	\$ 117	\$ 117
III-b	Irrigation System Management	Bi- Monthly	12	\$ 59	\$ 702
III-c	Irrigation System Winterization	Each	1	\$ 185	\$ 185
IV	Pruning shrubs/trees under 15 feet	Each	3	\$ 9	\$ 27
V	Turf Fertilization and Herbicide Application	Each	3	\$ 47	\$ 142
VI	Aeration	LS	1	\$ 105	\$ 105
VII	Annual Flowers	0	1	\$ -	\$ -
VIII	Debris/Trash Pickup (during winter months - Nov- March)	Monthly	5	\$ 27	\$ 133
	<b>Total Prior to Other Suggested Maint Items</b>				<b>\$ 3,609</b>
	<i>Other:</i>				
VIII-a	Entry Sign Maintenance	Monthly	0	\$ -	\$ -
VIII-b	Monthly Winter Watering	Each	5		\$ -
VIII-c	Monthly mowing of rough grass and weeds	Each	0	\$ 91	\$ 365
VIII-d	Waterfall & pond maint	Each	0	incl	
VIII-e	Waterfall spring activation and prep		1	incl	
VIII-f	Waterfall winterization		0	incl	
	<b>As-Bid Total</b>				<b>\$ 3,974</b>
	OCR - Mill Brothers				<b>\$ 8,804</b>
	Subtotals				<b>\$ 12,778</b>
	Lot Mowing				<b>\$ -</b>
	<b>2011 Totals</b>				<b>\$ 12,778</b>