

WORK ORDER #2024-07
TO MASTER SERVICES AGREEMENT, DATED June 24, 2022

This Work Order is made and entered into this **1st day of October, 2024**, by and between **WATERFALL METROPOLITAN DISTRICT NO. 1**, (the “District”), and **GREENEARTH MIDWEST, LLC** (“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 **June 24, 2022** (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: **Waterfall 1 O&M: Oct. - Dec. 2024 Snow Removal 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 **on a time and materials basis, not to exceed \$3,725.00**, 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 **on 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 October, 2024.**

WATERFALL METROPOLITAN DISTRICT NO. 1:

DocuSigned by:
By: Bryan Mwby
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Its: District Manager

GREENEARTH MIDWEST, LLC:

DocuSigned by:
By: Brandon Jenkins
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Its: General Manager

EXHIBIT A-1 TO WORK ORDER #2024-07
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Proposal #38836

Date: 9/13/2024

This Snow & Ice Management Service Agreement (the "Agreement") dated 9/13/24 by and between:

Primary Contact
[Redacted]

and

Landscape Service Provider:
GreenEarth MidWest, LLC
8234 South County Road 9
Fort Collins, CO 80528

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Property:
Waterfall Metro-Horstman PI and E
15th Street
Horstman Place &
E 15th Street
Loveland, CO 80537

The Scope of Services provided under this Agreement shall include the selected Service Options below.

This Agreement takes effect **10/1/2024** (the "Commencement Date").

It will continue for an original term of 36 months following the Commencement Date. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the end of any term. All renewals are subject to the general provisions and conditions of this Agreement. Snowplow, shoveling and/or salting service does not guarantee a slip free surface and injuries may occur despite the completion of the Services. GreenEarth MidWest, LLC ("Contractor") shall not be responsible or liable to Customer or its clients, guests, customers, employees, invitees or any other persons under any circumstances for injury or accident as a result of snow or ice conditions. Salt prices are subject to change throughout the season based on supply and demand.

The Services provided pursuant to this Agreement will be billed time and materials or per push/per service and noted in this agreement. Contractor agrees to perform the Services at the rates and based on snow fall accumulation at time of service as set forth under "**Services**" below. Snow hauling is billed by the hour at \$170.00 per hour per employee. Snowfall measurements shall be determined by the Certified Snowfall Totals provided by Skyview Weather, or other similar source approved by Contractor.

Contractor shall commence plowing operations (any accumulation) on all paved surfaces, roadways, parking lots, driveways and unobstructed parking areas. Unless specified,

Customer initials _____

GreenEarth will begin snow services at a 2" trigger. Snow will be plowed and /or moved to designated areas as indicated on site maps and/or as described by the Customer. The Contractor will also clear snow from in front of trash dumpsters, mailboxes and hydrants to assure access for service companies. If hauling and or stockpiling is required, loaders will be activated to move excess accumulations at an additional charge.

Obstructed parking spaces where vehicles had not been removed prior to performance of Services may require additional trips to the site at off-hours to complete removal properly at an additional charge.

Services are provided to Medical Facilities and Schools as a priority.

Holiday rates for snow removal will be billed at one and a half times the actual contract price. The following dates are considered holidays:

- Thanksgiving: 24 hours before and after
- Christmas: 24 hours before and after
- New Years Day: 24 hours before and after

EXTERIOR ENVIRONMENT DESCRIPTION:

Snow removal operations will continue until all removal is complete and the site is cleared and de-icing materials applied. This may entail additional site visits to be determined by Contractor. Excessive depths of snow accumulation will require specialized trucks and equipment and will also require numerous return trips to the site. Contractor will supply the additional manpower and equipment to accomplish this work. The additional site visits will be charged as per the attached pricing agreement. If hauling is required, Contractor will provide this service at an additional cost.

Contractors' use of all de-icing or melting agents set forth in this Agreement is hereby approved by Customer. Should Customer not approve of any of the melting agents set forth herein Customer must notify Contractor in writing prior to Contractors application of the melting agents. Contractor shall not be responsible or liable for any damage to concrete, asphalt, or any other property resulting from the application of ice melting agents and de-icing products.

Snow and Ice Management Map:

Customer initials _____



SPECIAL PROVISIONS: Contractor shall not be responsible or liable to Customer, clients, guests, customers, employees, invitees or any other persons for injury or accident as a result of snow or ice conditions. Snowplow, shoveling, and/or de-icing service does not guarantee a slip-free surface. Ice melt product prices are subject to change throughout the season based on supply and demand.

Pricing will be re-evaluated no later than 10/31 each year for the upcoming season, any changes will be communicated in writing

Customer initials _____

Service	Amount
Lot/drive ice melt, T&M	T&M
Ice Crusher - 50 LB Bag	\$35.00
Ice Slicer Granular Per Ton	\$295.00
Truck with Plow	\$175.00
Skid Steer	\$195.00
Front Loader with Push Box	\$365.00
Snow Shovel	\$85.00
Ice Crusher - 50 LB Bag	\$35.00
Supervisor Site Check	\$25.00
Snow Shovel	\$85.00
Walker with plow	\$95.00
4-Wheeler w/plow	\$105.00
Snow Blower - 10 HP	\$95.00
Ice Crusher - 50 LB Bag	\$35.00

Contractor will install the appropriate snow reflectors along the property to reduce the chance of any damage due to the snow removal equipment. If Customer elects not to use the snow stakes, the Customer will accept all possible curb / property damage that may result from the snow removal equipment. The cost to install the snow stakes each year is \$300 for install and \$300 for removal. An example of the type of snow stakes that will be installed and the specifications of the same are set forth below.

Specs: Snow Stakes, Reflective Tape, 5/16" Diameter x 48", Fiberglass, Orange



Customer initials _____

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Brandon Jenkins

Date 9/13/2024

GreenEarth MidWest, LLC

By _____

Date _____

**Waterfall Metro-Horstman PI and E
15th Street**

Customer initials _____

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. **"You"** and **"Your"** mean [Customer Name] and all of their representatives.
2. **"We"**, **"Our"**, **"Ours"** and **"Us"** mean [LSP] and all of its representatives.
3. **"Labor"** means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Appoint a single contact we should work with at your site to assure the proper coordination of our work.
2. Prepare property for your normal scheduled day of service, removing any obstructions from the service areas such as: outdoor furniture, flower pots, garden art etc. including pet refuse.
3. Provide us with a copy, if available, of all site plans, drawings or prints.
4. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
5. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
6. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
7. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
8. Provide us with your critique of our services and suggestions for on-going improvements as part of our Customer Assurance Review and Evaluation ("C.A.R.E.") program.

C.A.R.E. INTERVIEWS

We will seek your on-going feedback in the form of our exclusive Service (C.A.R.E.) interviews to assure your satisfaction with our services and to continually improve our performance in meeting your needs.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement

Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Customer initials _____

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: You may terminate this Agreement at any time by giving thirty (30) days notice to us in writing. Such notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination.

Transfer: This Agreement may, upon our approval, which approval shall be in our sole discretion, be transferred to a new owner in the event that you should sell your property prior to the intended expiration date of this Agreement, provided, however, that such new owner assume all of your obligations under this Agreement, such assumption to be in a form satisfactory to us, in our sole discretion.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement

Customer initials _____

Customer initials _____