

**WORK ORDER #2025-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2018**

This Work Order is made and entered into this **25 day of March, 2025**, by and between **WATERFALL METROPOLITAN DISTRICT NO. 1**, (the “District”), and **OLM, 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, 2018** (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: Landscape inspection 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 \$3,453.80**, 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 **25 day of March, 2025.**

WATERFALL METROPOLITAN DISTRICT NO. 1:

Bryan Newby

By: _____

Its: _____

OLM, INC.:

Thomas Medlock

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #2025-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



AGREEMENT FOR SERVICE

THIS AGREEMENT for OLM, Inc. Services (“Agreement”) is made and entered into this 1st day of January 2025, by and between Centerra Metropolitan District No. 1 (“Owner”), and OLM, Inc., (“OLM”) hereinafter collectively referred to as the “Parties”.

WHEREAS, Owner desires to avail itself of the services of OLM for that certain property located in Loveland, CO commonly known as “Waterfall Metro District.”

1. FEES. OLM will perform the Services as defined in Section 4 for the following fees:

A. Monthly Landscape Maintenance Inspection:

- 1. Perform Grounds Inspection
- 2. Complete Inspection Report
- 3. Complete Inspection Grade Sheet

Total Monthly Fees for A:

Waterfall Metro District	<u>\$ 493.40*</u>	Total \$3,453.80
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** This fee is based on OLM performing these inspections concurrently with other Centerra Metro District, Boyd Lake, Chapungu Park, VDW Metro District, and Baseline Metro District over two (2) eight-hour work days. Also, this fee is based on Centerra providing corporate rates for hotel accommodations for the monthly visit.*

These fee amounts quoted in Section 1 above are valid for one (1) year from the commencement of the term as defined in Section 3 below.

2. SIGNATURES. The parties hereto signing this Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Agreement on behalf of their respective companies.

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

OLM, INC.

OWNER

Signature: _____

Signature: _____

Print Name: Thomas V. Medlock

Print Name: _____

Title: President

Title: _____

Date Signed: _____

Date Signed: _____

3. TERM. The term of this Agreement shall commence on January 1, 2025 and remain in force until terminated. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other Party. If the next scheduled inspection falls within the 30 days notice, Owner may forgo the next inspection; however, OLM will invoice for that inspection.

4. SERVICES. OLM will perform the following professional services (“Services”).

A. Monthly Landscape Maintenance Inspection:

1. Perform Grounds Inspection

OLM will schedule and coordinate the Monthly landscape maintenance inspections that are performed once a month. These inspections of the property will consist of a thorough visit of the exterior landscape areas by OLM, the Owner’s representative and the landscape maintenance Contractor. OLM will evaluate the Landscape Maintenance Contractor’s performance and implement the *Performance Payment*™ program.

OLM must be given at least 14 days notice to reschedule an inspection. If it is not possible to reschedule, the inspection will be performed as originally scheduled. If an inspection is cancelled by the Owner, OLM will invoice for that missed inspection.

If an inspection is cancelled by OLM due to weather or other uncontrollable unforeseen circumstances, that inspection will not be billed.

2. Complete Inspection Report

After each Monthly landscape maintenance inspection, OLM will develop a detailed report to be provided to the Owner and Contractor. All items on the report are the responsibility of the Contractor to perform or correct prior to the next grounds inspection. OLM is not responsible for identifying and resolving safety issues of any type.

3. Complete Inspection Grade Sheet

OLM will grade the Contractor’s Monthly Performance based on the timely and quality execution of the required maintenance activities. This sheet will inform the Contractor of his overall performance for that month and calculate what percentage of that month’s *Performance Payment*™ the Owner is to pay the Contractor.

B. Additional Services:

Additional Services may be performed by OLM upon mutual agreement between the Parties by written amendment to the Agreement.

5. FEES AND EXPENSES.

A. Monthly Landscape Inspection Fees and Expenses:

1. All printing, postage, and shipping costs necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.

2. All travel costs including airfare, car rental, lodging, meals, etc. necessary to perform the Services defined in Section 4 are included in the fees quoted in Section 1.

Owner requested major revisions or additional work elements not defined herein shall be invoiced separately at the hourly rate of \$125.00 plus reimbursable expenses.

6. PAYMENT. OLM will invoice for the Monthly Landscape Maintenance Inspections, including reimbursable expenses, upon completion of each inspection.

Payment by Owner shall be due within thirty (30) days of receipt of invoice from OLM.

OLM will invoice for any customer requests of services outside of the above stated services upon completion of such requests.

Invoices outstanding for sixty (60) days or more may result in the discontinuation of Services by OLM. Services will be resumed by OLM upon the receipt of payment in full for such outstanding invoices.

If full payment is not received within ninety (90) days, an interest charge of one and one-half percent (1-1/2%) per month (18% per annum) will be added to the invoice. All accrued interest charges shall be added to Owner's account and shall be due and payable in full in the same manner as set forth for invoices herein. Acceptance by OLM of less than full payment shall not be a waiver of any of its rights.

Owner agrees to pay all costs of collection, including fifteen percent (15%) of the principal and interest due as attorney's fees, if any past due amounts are collected by legal action or through an attorney-at-law.

Should this Agreement be terminated by either Party, OLM will discontinue the Services and will deliver all completed and/or uncompleted work-products "as-is" to Owner and OLM will invoice an amount based on the percentage of work completed for the Maintenance Inspections, including all unpaid reimbursable expenses.

7. RELATIONSHIP BETWEEN THE PARTIES. Nothing herein shall be interpreted or construed so as to create any permanent relationship between the Parties. In performing the services under this Agreement, OLM shall operate as an independent contractor and shall not act as or be an agent or employee of Owner. OLM shall in no way have authority to bind or obligate Owner in any respect.