

WORK ORDER #2023-10
TO MASTER SERVICES AGREEMENT, DATED June 24, 2022

This Work Order is made and entered into this **23rd day of March, 2023**, 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: Water Feature Pump Replacement 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 of \$1,424.47**, 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, 2023**.

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 **23rd day of March, 2023.**

WATERFALL METROPOLITAN DISTRICT NO. 1:

DocuSigned by:

Sarah Bromley

A045B84669744C8...

By: Sarah Bromley

Its: District Manager

GREENEARTH MIDWEST, LLC:

DocuSigned by:

Brandon Jenkins

B5571EE9C93D433...

By: Brandon Jenkins

Its: General Manager

EXHIBIT A-1 TO WORK ORDER #2023-10
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Proposal #30729

Date: 3/23/2023

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

Landscape Service Provider:
 GreenEarth MidWest, LLC
 1713 East Lincoln Ave
 Fort Collins, CO 80524

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

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

Water feature pump replacement

*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications are not included in this work order and will be billed time and materials at our current irrigation labor rate.

Work order scope: Replace faulty water feature pump to match existing model.

Total: \$1,424.47 Plus Applicable Taxes

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 3/23/2023

GreenEarth MidWest, LLC

By _____

Date _____

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