

WORK ORDER #2024-05
TO MASTER SERVICES AGREEMENT, DATED January 1, 2023

This Work Order is made and entered into this **3rd day of October, 2024**, by and between **LOVELAND MIDTOWN METROPOLITAN DISTRICT**, (the “District”), and **MILL BROTHERS LANDSCAPE & NURSERY, 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: **Loveland Midtown 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 \$1,800.00**, 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 **3rd day of October, 2024.**

LOVELAND MIDTOWN METROPOLITAN DISTRICT:

DocuSigned by:
By: Shannon Randazzo
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Its: District Manager

MILL BROTHERS LANDSCAPE & NURSERY, INC.:

DocuSigned by:
By: Scott Steadman
0AA62C2926B74DB...
Its: Account Manager

EXHIBIT A-1 TO WORK ORDER #2024-05
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

CONTRACT SERVICES	Billing Type	Season Price
Assistant (When used) \$66.80.		
IRRIGATION WINTERIZATION	Per Season	\$953.68
<ol style="list-style-type: none"> 1. The irrigation system will be winterized with compressed air between October and November. 2. At the Contractor's discretion, above-ground devices may be wrapped with insulation to prevent freeze damage prior to final winterization. 		
Total (All Contract Services)		\$32,341.69

The total price of all seasonal services is \$32,341.69 collected in 12 payments of \$2,695.14 per payment .

SNOW REMOVAL	Billing Type
	Per Hour/Unit
<ol style="list-style-type: none"> 1. SNOW PLOWING: <ol style="list-style-type: none"> a. The Contractor will plow all drives and lots as directed by this agreement. To prevent damage, plowing does not include unpaved surfaces. b. When excessive accumulations or extreme weather conditions exist, access paths will be cleared during an initial visit and the remaining areas will be cleared when conditions permit. 2. HAND/LIGHT EQUIPMENT CLEARING: <ol style="list-style-type: none"> a. The Contractor will clear snow from sidewalks, entrances, and driveways. To prevent damage, snow will not be cleared from unpaved surfaces. b. When excessive accumulations or extreme weather conditions exist, access paths will be cleared during an initial visit and the remaining areas will be cleared when conditions permit. 3. CHEMICAL ICE MELT: <ol style="list-style-type: none"> a. Chemical ice melt will not be applied unless directed by the Client. Contractor assumes no liability for damage to landscape, concrete, or other surfaces resulting from ice melt products. Ice melt cleanup/removal is not included, but available on a time and materials basis. 4. SCHEDULE: <ol style="list-style-type: none"> a. The Contractor will make reasonable effort to remain on schedule. However, due to the variability of winter weather, and other variables beyond the Contractor's control, the Contractor cannot ensure that clearance will neither commence nor be completed on a specific schedule. 5. HOLIDAYS: <ol style="list-style-type: none"> a. Holiday snow removal (Thanksgiving, Christmas Eve/Day, New Year's Day, and Easter) will be billed at two (2) times the regular rates listed below. 6. RESPONSIBILITY: <ol style="list-style-type: none"> a. The Client is responsible for removal of vehicles and other removable obstacles from snow clearance areas and stockpile locations in order to ensure safe, efficient snow removal operations. b. When obstacles exist in snow clearance/stockpile areas, the Contractor will be obligated to clear only areas where it is safe and efficient to do so. 7. LIABILITY: <ol style="list-style-type: none"> a. The Contractor assumes no liability for damages caused by equipment in the clearance/stockpile area, nor for objects hidden from view by snow accumulations or poor visibility. b. It is recommended that areas likely to become hidden by the above conditions be marked in order 	

Billing Type

to minimize risk of damage. Upon the Client's request, the Contractor will do so on a time and materials basis.

2 " Depth to clear hand shovel and light tractor managed areas. This pertains to sidewalks, stairs, residential driveways, and commercial entryways.

2 " Depth to clear truck and loader managed areas. This pertains to parking lots, private streets, and alleyways.

Mark here to have snow cleared during holiday periods as specified above.

Mark here to have Apply Safe Step (or similar) ice melt product applied to sidewalks, stairs, residential driveways, and commercial entryways. *- only if directed/approved*

Mark here to have Apply Rapid Thaw (or similar) product applied to parking lots, private streets, and alleyways.

Special Instructions: *Ice melt near mail kiosks if deemed necessary*

NOTE: Reasonable effort will be made to comply with Special Instructions, Contractor makes no guarantee of compliance due to the irregular nature of snow events.

Item Name	Rate	Unit
Truck Plowing	\$159.00	per Hours
Skid Steer with Plow or Bucket	\$159.00	per Hours
Loader with Snow Pusher Box	\$222.60	per Hours
Salt Truck	\$328.60	per Hours
Small Tractor with Plow Blade	\$106.00	per Hours
Walk-Behind Snow Blower	\$95.40	per Hours
Hand Shoveling/Ice Melt Application	\$74.20	per Hours
Safe Step 8300 Magnesium Chloride 50 lb. - Ice Melt - Misc. Ice Melt	\$1.10	per LB

CONTRACT TERMS AND CONDITIONS:

- A. SCOPE OF WORK: The Contractor and/or its appointed subcontractors will furnish all labor, materials, and equipment necessary to provide the services stated within this contract.
- B. DEFINITIONS: The term "Contractor" where used in this agreement refers to Mill Brothers Landscape and Nursery, Inc. dba Mill Brothers Landscape Group. The term "Client" where used in this agreement refers to individual or entity to whom this contract is addressed.
- C. INSURANCE: The Contractor will carry Workers' Compensation, Automobile, and Public Liability insurance of not

