

WORK ORDER #2023-02
TO MASTER SERVICES AGREEMENT, DATED January 1, 2023

This Work Order is made and entered into this **1st day of January, 2023**, 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: Snow Removal Services - January 2023-May 2023.**

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 a total cost of \$5,500.00**, 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 **May 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 **1st day of January, 2023.**

LOVELAND MIDTOWN METROPOLITAN DISTRICT:

DocuSigned by:

Blaine Rappe

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By: Blaine Rappe

Its: President

MILL BROTHERS LANDSCAPE & NURSERY, INC.:

DocuSigned by:

Jason Obsuth

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By: Jason Obsuth

Its: Landcare Division Manager

EXHIBIT A-1 TO WORK ORDER #2023-02
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Service Proposal

PINNACLE CONSULTING GROUP, INC.
550 WEST EISENHOWER
BOULEVARD
LOVELAND, COLORADO 80537

Sales: Jason Obsuth
Loveland Midtown Metro District - Snow
1875 East 11th Street Loveland, Colorado 80537

Est ID: EST1857744 2023
Date: Oct-24-2022

Email: dillong@pcgi.com
Phone: 970-308-2173

	Billing Type
SNOW REMOVAL	Per Hour/Unit
1. SNOW PLOWING:	
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:	
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:	
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:	
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:	
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:	
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.	

Billing Type

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

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

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

_____ Please clear snow during holiday periods as specified above.

_____ Apply Safe Step (or similar) ice melt product to sidewalks, stairs, residential driveways, and commercial entryways.

_____ Apply Rapid Thaw (or similar) product to parking lots, private streets, and alleyways.

Special Instructions: _____

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	\$135.00	per Hours
Skid Steer with Plow or Bucket	\$135.00	per Hours
Loader with Snow Pusher Box	\$185.00	per Hours
Salt Truck	\$275.00	per Hours
Small Tractor with Plow Blade	\$90.00	per Hours
Walk-Behind Snow Blower	\$80.00	per Hours
Hand Shoveling/Ice Melt Application	\$63.00	per Hours
Safe Step 8300 Magnesium Chloride 50 lb. - Ice Melt - Misc. Ice Melt	\$1.00	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 less than \$2,000,000.00. Upon request, a Certificate of Insurance may be provided to the Client.
- D. DAMAGES: Damages caused by the Contractor in the execution of this contract, with the exception of snow removal, will be rectified by the Contractor at no cost to the Client.
- E. ACT OF GOD: The Contractor shall not be liable for events beyond their control which may interfere with the execution of this contract, including but not limited to acts of God, acts of governmental agencies, weather events, or equipment failure.
- F. EMERGENCIES: The Contractor will be available to respond to irrigation emergencies. Irrigation emergencies herein are defined as matters likely to cause property damage such as, but not limited to, broken pipes, stuck valves, damaged/missing backflow devices, and broken sprinkler heads - when the damage to the sprinkler head causes an eminent threat to property.
- G. PERSONNEL: Employees of the Contractor will conduct themselves in a professional manner. The Contractor will provide staff and supervision, as necessary, to complete the tasks within this contract.
- H. LICENSES and PERMITS: The Contractor will obtain all licenses and permits required by federal, state, and local laws as needed to complete the tasks agreed to within this contract.
- I. MODIFICATION: This contract, and its attachments constitute the entire agreement between the contracting parties. No variance or modifications may be made unless agreed to by both parties.
- J. ELECTRONIC COMMUNICAITON: Notices and other communications between the Contractor and Client may be delivered by electronic communication. Such communications shall be accepted by both parties in lieu of communications delivered in writing.
- K. TERM: This contract shall remain in effect from **January 1, 2023** through **December 31, 2023** unless otherwise stated herein or terminated prior to expiration.
- L. PAYMENT: Terms due within thirty (30) days. Past due balances shall be assessed a 1.5% per month late fee.
- M. TERMINATION: Either party may terminate this contract prior to its date of expiration, with or without cause by providing at least thirty (30) days notice to the other party.

Estimate authorized by: _____

Jason Obsuth

Estimate approved by: _____

Signature Date: _____

12/21/2022

Signature Date: _____

