

WORK ORDER #2021-01
TO MASTER SERVICES AGREEMENT, DATED November 16, 2021

This Work Order is made and entered into this 16th day of November 2021, by and between **FOUNDRY LOVELAND METROPOLITAN DISTRICT**, (the “District”), and **BHA DESIGN INCORPORATED** (“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 **November 16th, 2021** (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:

Provide conceptual design services for the plaza grass and stage renovation.

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 in an amount not to exceed \$3,500.00, 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 upon the completion of the Services by Contractor.

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 30th day of November, 2021.

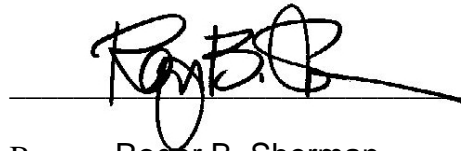
FOUNDRY LOVELAND METROPOLITAN DISTRICT:



By: Brandy Natalzia

Its: President

BHA DESIGN INCORPORATED:



By: Roger B. Sherman

Its: Vice President

November 15, 2021



Sean Hawkins
The Foundry Loveland Metro District
550 W. Eisenhower Blvd.
Loveland, CO 80537

RE: Foundry Plaza Renovation Concepts

Dear Sean,

Thank you for asking BHA Design to provide conceptual design services for Foundry Plaza and Stage Renovation in Loveland, CO. Our understanding of the project is that the Metro District would like to create a raised accessible stage under the existing stage cover and replace the raised bluegrass area with a flush open paver area. Moveable tables and chairs and planter pots may be added to the plaza.

Scope of Service:

- BHA will tour the plaza with the Client to observe the existing conditions and to take photographs.
- The original design drawings will be used as base mapping for the conceptual design. A topo survey is not included in the scope.
- BHA will prepare two preliminary concepts for the plaza and stage renovation.
- The existing stage cover will remain and will not be modified.
- A virtual meeting will be scheduled with the Client to present the preliminary concepts and to receive feedback.
- The preliminary concepts will be revised to incorporate comments received from the Client.
- A virtual meeting will be scheduled with the Client to present the revised concept and to receive feedback.
- A color rendered site plan will be prepared illustrating the proposed improvements. Labels will be added to the site plan to convey the general design intent.
- BHA will assist Brinkman in preparing an opinion of cost for the renovation. BHA can assist in preparing quantities and Brinkman will prepare cost information.
- PDF copies of the graphics described above will be forwarded to the Client.
- Stakeholder Meetings are not included in the scope.

BHA Design Incorporated
1603 Oakridge Drive, Suite 100
Fort Collins, CO 80525



We request written authorization to work on an hourly basis. Our fees and reimbursable expenses for hourly services will not exceed **\$3,500.00** without written authorization. Our labor and related expenses will be charged on a monthly basis as set forth on Attachment C (BHA's Standard Terms and Conditions). If these terms are acceptable, signing below will serve as immediate authorization to proceed. Please return one executed original to our office for our files.

Sincerely,
BHA Design, Inc.

A handwritten signature in black ink, appearing to read "RBS", written over a horizontal line.

Roger B. Sherman
Vice President

AGREED TO BY:
Loveland Downtown Partnership ("Client")

Authorized Signature

Date