

WORK ORDER #2021-02
TO MASTER SERVICES AGREEMENT, DATED October 23, 2020

This Work Order is made and entered into this 29th day of April 2021, by and between **FOUNDRY LOVELAND METROPOLITAN DISTRICT**, (the "District"), and **ZAK GEORGE LANDSCAPING** ("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 **October 23, 2020** (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: **Seasonal Landscape Maintenance.**

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 amount of **\$633.13/month for eight (8) consecutive months, for a grand total of \$5,065.00 for the 2021 season**, 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, 2021.

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 April, 2021.

FOUNDRY LOVELAND METROPOLITAN DISTRICT:

Brandy Natalzia

By: Brandy Natalzia

Its: President

ZAK GEORGE LANDSCAPING:

Brison Bishop

By: Brison Bishop

Its: Department Manager



Zak George Landscaping

335 S. Summit View Dr.
Fort Collins, CO 80524
970-221-9228 Telephone
970-224-9185 Fax

Contract

December 9, 2020

Submitted To

Vanessa Espinoza
Brinkman
3528 Precision Drive, Suite 100
Fort Collins, CO 80528

Project

The Foundry Metropolitan District
246 N Cleveland Ave
Loveland, CO 80537

Scope

Landscape Maintenance Contract
One Year Contract
2021

Spring Cleanup

Spring Cleanup

All common grounds areas around buildings including turf, flowerbeds and similar areas will be cleaned of wind blown trash, debris, dead plant material, and the like once in the spring before mowing starts.

Frequency of Services: 1

Aeration

Aeration

All turf areas will be aerated using a coring machine once in the spring to enhance water penetration. Plugs will not be raked off of the turf but shall be mowed and allowed to filter back into the ground. A second fall aeration is available for an additional fee.

Frequency of Services: 1

Weed Control

Pre-emergent

A weed control pre-emergent will be used in flower, rock and mulch beds as appropriate.

Frequency of Services: 1

Fertilizer

Liquid Fertilizer

Turf areas shall be fertilized four (4) times during the season under this contract. Three broadcast weed applications will be applied in conjunction with the fertilizer. The first application will include a crabgrass pre-emergent.

Frequency of Services: 4

Irrigation

Irrigation Startup

Irrigation will be activated in the spring as the weather allows. During activation, system will be charged and tested to confirm that it is water tight. At this time, all heads and nozzles will be checked to ensure they are adjusted properly. Drip system will be checked to ensure all plants have working irrigation. Repairs will be made as needed.

Frequency of Services: 1

Irrigation Check

May: System will be checked to ensure that it is still water tight along with all heads and nozzles being adjusted properly.

June through August: System will be checked to ensure it is water tight. Heads and nozzles will be checked with a focus on high stress areas and dialing in the zones that appear to not be functioning optimally.

September: System will be checked and times will be adjusted for seasonal changes.

Drip System: Drip system will be checked at each visit.

Repairs: Irrigation repairs are billed at \$80 per man hour plus materials. Irrigation repairs that will exceed \$_____ will be reported to the contracting officer and if deemed appropriate, will receive written approval from the Property Manager. Contractor is not responsible for damages due to early severe freezes before system is winterized.

Frequency of Services: 4

Irrigation Winterization

Irrigation will be winterized in the fall when weather approaches freezing conditions. Winterization will be done using air compressors to blow out the system. All zones, including drip, will be winterized appropriately.

Frequency of Services: 1

The Foundry Metropolitan District

Turf Care

Mowing

Frequency of Services: 24

Mowing of irrigated turf areas shall be done weekly on a regularly scheduled day, at a height of 3" - 3.5". Mowing will occur during normal business hours, Monday through Friday, weather permitting. In the case of weather related interruptions, a Saturday mowing may occur. Clippings generated from mowing around buildings will be caught and removed. The clippings in the open areas will be left if not unsightly. All clippings will be blown from sidewalks, patios and driveways. Routine trash pickup of all turf areas will be conducted prior to mowing. Mowing may be bi-weekly in the spring and fall when the growth of the grass is slower. Trimming will be completed at the time of mowing. Grass along edges of buildings, around poles, along fences, beds and tree wells shall be trimmed to achieve the same height as the mowed areas. Some areas may be treated with an herbicide to reduce trimming. Sidewalks, driveways and streets will be edged monthly. Weed control in flower, rock and mulch beds will be done in conjunction with mowing.

Pruning

Pruning

Frequency of Services: 1

To encourage proper appearance and growth patterns, there will be three (3) site visits per season and plants will be pruned as listed below. These pruning practices are based on CSU Master Gardener recommendations and GreenCO best management practices. All pruning of trees shall be done up to ten (10) feet high. This does not include: removal of dead shrubs and trees, major tree pruning and shaping, or tree limbs broken during storms. Contractor will monitor tree and shrub health and promptly report any diseases, infestations, or other unfavorable conditions to the contracting officer and recommend a course of action in such cases. Shrubs, grasses and perennials will be pruned using mechanical hedge trimmers and hand pruners as necessary. Tree limbs will be removed with chainsaws, loppers or handsaw dependent on size and location of limb.

Services included in this contract:

- Spring (February or March): Cut grasses down/remove last year's growth, spring prune perennials
- Mid-Summer: Yearly pruning of spring flowering shrubs, shaping/growth control of junipers, lower tree limb removal, clearance pruning of shrubs along sidewalks, driveways and anything that impedes mowing operations.
- Fall (Mid-October to Mid-December): Fall prune perennials, heavy pruning of all plants (except spring flowering shrubs & junipers)

* Dates may vary dependent on weather, plant growth and plant health.

Additional Requested Pruning:

Any pruning in addition to the above described services requested by property manager, associations and/or homeowners needs to be approved by the board of directors. All pruning approvals must be submitted in writing via email to the account manager. If a homeowner is to be billed for the additional pruning, their billing information must be included in the approval email. Additional requested pruning will be billed at \$95 per man hour to include all pruning, cleanup and associated dump fees.

Fall Cleanup

Fall Cleanup

Frequency of Services: 1

In the fall, the turf areas will be cleaned of leaves during every mowing, and a final clean up will be performed to remove the leaves and debris in the beds.

The Foundry Metropolitan District

Terms & Conditions

Emergency Calls:

Any night, weekend or holiday emergency calls will be billed at \$90 per hour, minimum of 1 hour.

Backflow Testing:

Requested backflow testing will be billed at \$85 per backflow tested.

Construction/Remodeling:

In the event that construction or remodeling occurs on the property, any damages done to ZGL equipment by non-ZGL approved contractors will be billed to the HOA/property (please ask for references).

Water Restrictions:

If water restrictions are imposed by local governing bodies, ZGL will reprogram the irrigation system to adhere to the new parameters. We will also make every effort to ensure that all plant life survives the restricted watering and that your property maintains its neat and clean appearance. In return, this contract cannot be canceled or reduced during that period of restrictions or a drought.

Enhancements:

If additional work is requested, ie, adding mulch, replacing plants, etc., pricing can be provided as a hard bid or submitted as Time & Material. Time & Material rate is \$65 per man hour plus materials.

Payment:

Landscape maintenance services performed will be invoiced on the first day of the next month. Payment is due, in full, ten (10) days following the close of the month which the services were performed. By accepting this agreement, you agree to pay a charge of 2% per month with a minimum charge of \$5.00 per month on any amount not paid within 30 days of the invoice date, and you agree to pay any and all professional fees associated with any steps necessary to collect unpaid balances.

Contractor and customer reserve the right to cancel contract at any given time with 30 days certified written notice to the other party.

This is a one (1) year contract. The total contract price will be billed in eight (8) even increments from April to November.

Project Total	\$5,065.00
Monthly Payments	\$633.13