

WORK ORDER #2021-01
TO MASTER SERVICES AGREEMENT, DATED October 23, 2020

This Work Order is made and entered into this **1st day of January 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: **Snow removal maintenance. Contractor agrees to only use a rubber blade on all pavers located in the Plaza and alleyways.**

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 **\$11,800.00**, 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.

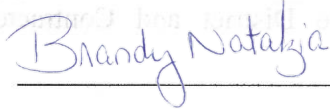
3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate on December 31, 2021.

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 1st day of January, 2021.

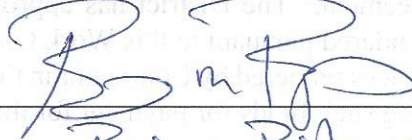
FOUNDRY LOVELAND METROPOLITAN DISTRICT:



By: Brandy Natalzia

Its: President

ZAK GEORGE LANDSCAPING:



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

Snow Contract

September 17, 2020

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

Project
Foundry Loveland Metropolitan District 246 N. Cleveland Ave. Loveland, CO 80537

Snow Clearing Contract 2020-2021 Season

Trigger Depths:

If trigger depth is met anywhere on property, we will provide services.

Driveways/Parking Lots:

ZGL will respond when snow levels reach approximately ____" in depth. We will move the snow that accumulates to the landscape islands, perimeter landscape areas, and if necessary, to a few select parking spaces.

Does the property desire snow cleared between cars: Yes _____ No _____ (please initial yes or no.)

Sidewalks/Walkways:

ZGL will respond when snow levels reach approximately ____" in depth on all sidewalks. We will move the snow that accumulates to the landscape islands and perimeter landscape areas. When ice accumulates on the walk areas while services are being performed, ZGL will apply a natural product to melt the ice unless instructed otherwise.

When Services Should Commence:

If services are not selected, then by default, we will clear snow every time property is at trigger.

Every time property is at trigger during and after storm

At the end of the storm regardless of depth

Once every 24 hours

Initials

Property Checks:

ZGL will check the property for trigger depths throughout the storm. There will be a \$45.00 charge for property checks with no more than one charge every 24 hours.

Drifting Work:

ZGL offers post-storm drift clearing. If drifting occurs after snow removal is completed, property is responsible to request additional services from ZGL. Due to the weight of drifting snow, appropriate equipment will be used to remove drifts regardless of services selected below.

Rates:

The following hourly and material rates will apply. Please confirm by initialing next to each service you need. All services will be billed at minimum of one man hour.

If services are not selected, then by default, all rates are considered acceptable.

		Initials
Truck with 9' scoop plow, v plow	\$100.00 per man hour	_____
Hand shoveling	\$48.00 per man hour	_____
ATV or riding mower with plow	\$65.00 per man hour	_____
Tool Cat, Holder or Tractor with plow	\$95.00 per man hour	_____
Skid steer with snow pusher	\$125.00 per man hour	_____
Dump Truck	\$125.00 per man hour	_____
Front end loader	\$200.00 per man hour	_____
Ice melt for sidewalks	\$1.00 per pound	_____
Ice melt for parking lots	\$0.60 per pound/\$200 min	_____

Note: When the snow exceeds 12" we may use a skid steer or front end loader.

Rates Continued:

Holidays:

Snow clearing 24 hours **before, during and after** Thanksgiving, Christmas, New Year's Eve, New Year's Day, and Easter will be charged as follows:

- * Time and a half per man-hour for hand shoveling
- * All other rates will be increased 25% to compensate for overtime/holiday pay

I have read and understand the holiday rates. I authorize ZGL to complete work at holiday rates as described above.

Yes _____ No _____ (please initial yes or no.) If you select no but call for services, you understand that service may be delayed due to the reschedule.

Payment:

Payment terms will be NET 10. Invoices will be sent following each storm, or at the discretion of ZGL. 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.

Routes and Planning:

In order to serve our customers needs in the best way possible, ZGL reserves the right to route the snow crews how we feel best serves all our customers and meets contract requirements. We will remove snow in order of priority and time. Some properties may have the snow removed first. For example, doctor offices, veterinary hospitals and retail stores may take priority over personal homes and HOA's.

If services are not desired for a storm, it must be **EMAILED** to ZGL prior to starting. If ZGL has already started, the HOA will be charged for work that has been completed prior to email being received. Email must be received from Point of Contact, Board Member or Property Manager.

Owners shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stock pile areas, so that ZGL can properly and efficiently operate snow clearing equipment. ZGL will plow only those areas available and open for safe use and operation of snow plow equipment. Zak George Landscaping will stock pile snow where the property or building owner designates. If the designated stockpile area is not accessible or designated, ZGL shall stock pile snow in an area, which, in the opinion of ZGL, allows the greatest usability of the area. Relocation of snow is available upon request for an additional fee.

Zak George Landscaping will exercise its best judgment based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and Zak George Landscaping assumes no liability for Acts of God. Reports of damages must be reported to the contractor within forty-eight (48) hours. Failure to report damages constitutes a waiver and the contractor is released from liability. Customer agrees to allow Zak George Landscaping to decide if snowplowing is warranted based upon snow accumulations at the customers' particular location. Customer understands that snow accumulations may vary throughout the Fort Collins area, and that accumulations in one section of Fort Collins are not necessarily indicative of the accumulation at the customers' particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location. In any event, customer agrees to allow Zak George Landscaping to decide if snowplowing is necessary.

Accounts that are past due will not be plowed until account is current. Contract shall be binding to insure the benefit of the parties and their heirs, executors, administrators, and assigns.

Customer understands that plowing (or salting) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that Zak George Landscaping assumes no liability for this naturally occurring condition. Customer agrees to defend and hold ZGL harmless for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

If sidewalk snow removal is selected as an option: Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. Customer agrees and understands that Zak George Landscaping reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe conditions upon our employees.

Zak George Landscaping shall in no way be held liable or be responsible in any legal action that may arise from ice or snow accumulation, nor shall Zak George Landscaping be held responsible for damage to property that is not clearly marked or obvious, including but not limited to turf, curbs, wheel stops, hydrants, etc. However, ZGL shall be liable for any damage due to

