

WORK ORDER #2023-02
TO MASTER SERVICES AGREEMENT, DATED October 23rd, 2020

This Work Order is made and entered into this 8th day of December 2022, 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 23rd, 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 at a 1” trigger depth. Contractor agrees to only use a rubber blade on all pavers located in the Plaza and alleyways. Contractor agrees to avoid piling snow in the plaza and rather push to designated street locations, as designated in **Exhibit A-2.**

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 \$37,500.00** 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 on December 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 15th day of December, 2022.

FOUNDRY LOVELAND METROPOLITAN DISTRICT:

Brandy Natalzia

By: Brandy Natalzia

Its: President

ZAK GEORGE LANDSCAPING:

Brison M. Bishop

By: Brison Bishop

Its: Department Manager

Exhibit A-1



Zak George Landscaping

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

Snow Contract

September 8, 2022

Submitted To

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

Customer

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

We Make Life Better Through Landscaping

**Snow Clearing Contract
October 1, 2022 – September 30, 2023**

Rates:

The following hourly and material rates will apply. All services will be billed at minimum of one man hour. ZGL will determine appropriate equipment to use on property.

Truck with 9' scoop plow, v plow	\$110.00 per man hour
Hand shoveling	\$60.00 per man hour
Sidewalk machine	\$90.00 per man hour
Skid steer with snow pusher/bucket	\$160.00 per man hour
Dump Truck	\$145.00 per man hour
Front end loader	\$295.00 per man hour

Please confirm ice melt/ice slicer services by initialing next to each service you need.

		Initials
Ice melt for sidewalks	\$1.25 per pound	_____
Ice slicer for parking lots	\$0.70 per pound/\$200 min	_____

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

Exhibit A-2

*Blue- Preferred pile zones

*Green- Cautionary pile zones, only as needed

