

WORK ORDER #2021-04
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: **Planting and Mulch Replacement.**

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 a lump sum amount of **\$13,570.00**, 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 30th day of April, 2021.

FOUNDRY LOVELAND METROPOLITAN DISTRICT:

Brandy Natalzia

By: Brandy Natalzia

Its: President

ZAK GEORGE LANDSCAPING:

Brian Bishop

By: Brian Bishop

Its: Department Manager



Estimate

Contract No. - 7434 (v. 0)

April 20, 2021

Submitted To:

Vanessa Espinoza
3528 Precision Drive
Fort Collins, CO 80528

Project

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

Enhancements

Mobilization

- Mobilize all equipment, material, and trailers to **The Foundry** for enhancement.

Shrub Planting

- Dig holes and prep dirt with compost
- Plant 19 deciduous shrubs of a 5 gallon size
- **5 Dwarf Burning Bush**
- **6 Blue Mist Spirea**
- **3 Carol Mackie Daphne**
- **5 Ashleaf Spirea**
- All plants are to be placed according to the plan
- All shrubs are warranted for one year after installation

Perennial Planting

- Dig holes and prep dirt with compost
- Plant **89 ornamental grasses** of a 1 gallon size
- **11 Blond Ambition Blue Grama Grass**
- **6 Korean Feather Reed Grass**
- **55 Karl Foerster**
- **17 Tufted Hair Grass**
- Plant **120 perennials** of a 1 gallon size
- **16 Pomergranate Yarrow**
- **14 Wintercups**
- **10 Jupiter's Beard**
- **13 Blue Cranesbill**
- **10 Palace Purple Coral Bells**
- **21 Shasta Daisy**
- **11 Little Trudy Catmint**
- **25 Black Eyed Susan**
- All plants are to be placed according to the plan
- All perennial and ornamental grasses are warranted for one year after installation

Mulch

- Washington Ceder mulch to be topdress at a 1" depth
- No weed barrier to be used unless requested by the client (for an additional charge) or if already installed

- Approx. 1345sq. ft. of mulch

Cobble

- 2-4" Gray cobblestone to be installed at a consistent depth
- Cobblestone to be placed over weed barrier
- Approx. 618 sq ft of cobblestone over designated areas discussed with Property Manager

Irrigation

- Attach and extend poly pipe from existing drip zone to new planting beds
- Poly pipe to be pinned into the ground to prevent movement
- Install appropriate emitters for each plants recommended water amount

Job Site Clean Up

- Clean up of landscaping during the project and after completion

Service	Price
Enhancements: Mobilization	\$95.00
Enhancements: Shrub Planting	\$1,415.00
Enhancements: Perennial Planting	\$6,025.00
Enhancements: Mulch	\$2,015.00
Enhancements: Cobble	\$2,410.00
Enhancements: Irrigation	\$1,510.00
Enhancements: Job Site Clean Up	\$100.00
Project Total	\$13,570.00

Payment:

Payment is due, in full, thirty (30) days following the invoice date. 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.

 Zak George Landscaping

Date

 Vanessa Espinoza

Date