

WORK ORDER #2020-01
TO MASTER SERVICES AGREEMENT, DATED November 5, 2020

This Work Order is made and entered into this 5th day of November, 2020, by and between **FOUNDRY LOVELAND METROPOLITAN DISTRICT**, (the “District”), and **GREEN THUMB PLANTSCAPE** (“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 5, 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:

Deliver, install and maintain seasonal plantings and flower baskets.

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 \$18,367.50** 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, 2020.

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 5 day
of Nov, 2020

FOUNDRY LOVELAND METROPOLITAN DISTRICT:

Jordan Swisher

By: Jordan Swisher

Its: President

GREEN THUMB PLANTSCAPE:

[Signature]

By: DAVID ELLIS

Its: VP



PLANTSCAPE

5883 Lockheed Ave
 Loveland, CO 80538
 970-206-0787

Date	Estimate #
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1/7/2020	2186
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Billing Address
Brinkman Construction 3528 Precision Drive Suite 100 Fort Collins, CO 80528

Qty	Description	Placement	Unit Price	Total
	2020 Foundry Outdoor Plantings Adjusted 11/4			
25	Summer Planting for Short Containers		110.00	2,750.00
5	Summer Planting for Tall Containers		140.00	700.00
35	Soil, 1.5 cubit ft		14.50	507.50
1	Delivery and Installation for Summer Flowers		1,600.00	1,600.00
18	14" Moss Hanging Baskets		65.00	1,170.00
1	Delivery and Installation of Hanging Baskets		350.00	350.00
25	Fall Planting for Short Containers		100.00	2,500.00
5	Fall Planting for Tall Containers		120.00	600.00
1	Delivery and Installation for Fall Flowers		1,600.00	1,600.00
25	Winter Planting for Short Containers		150.00	3,750.00
5	Winter Planting for Tall Containers		190.00	950.00
20	Soil, 1.5 cubit ft		14.50	290.00
1	Delivery and Installation for Winter Flowers		1,600.00	1,600.00
	April-September Maintenance \$1500 October-March Maintenance \$1050			
			Sales Tax (6.7%)	\$0.00
			Total	\$18,367.50

Signature _____