

WORK ORDER #2021-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2018

This Work Order is made and entered into this **14th day of May, 2021**, by and between **LOVELAND MIDTOWN METROPOLITAN DISTRICT**, (the “District”), and **BLACK EAGLE FENCE** (“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 **January 1, 2018** (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: **Loveland Midtown O&M: Fence Repairs**.

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 cost of \$3,500.00**, 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 **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 **14th day of May, 2021.**

LOVELAND MIDTOWN METROPOLITAN DISTRICT:

DocuSigned by:
Blaine Rappe
07E3070F97C044E...

By: Blaine Rappe

Its: President

BLACK EAGLE FENCE:

DocuSigned by:
Randy Peck
B55BE70DEBCA41D...

By: Randy Peck

Its: VP

EXHIBIT A-1 TO WORK ORDER #2021-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



PROPOSAL/CONTRACT

Black Eagle Fence Inc.
5441 Boeing Dr., Suite 1B
Loveland, CO 80538
970-667-1228
blackeaglefence.com

QUOTATION:
CUSTOMER:

DATE: 05/13/2021
JOB LOCATION:

Pinnacol consulting
Loveland CO

Loveland midtown

NOTES:

- 8' fence replace 2 broken posts, several pickets and fascia. Rescrew numerous boards and rails.
- 6' fence replace numerous broken pickets, fascia and resecure numerous pickets and rails.

TERMS & CONDITIONS

Workmanship is guaranteed for a period of 1 year from the time of final acceptance. Any defect judged to be covered by this guarantee will be replaced, repaired or adjusted by Black Eagle Fence, Inc. without charge during the term and conditions of this guarantee. This excludes any defects as result of owner negligence, vandalism, or causes beyond our control. This guarantee is non- transferable, in all cases, withholding of funds or non-payment of balance when due will void this guarantee.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. There can be additional charge for tools and materials necessary should adverse digging conditions arise. Black Eagle Fence will not be responsible for settling of any foundations, sewer, water, gas, telephone, electrical dug by others or finalized landscape grades, or damage to plants, trees or shrubs. All fence lines are to be cleared by owners prior to install to provide at least 18 of space for safe construction. Black Eagle Fence is not responsible for damaged to columns, underground sprinkler systems, drains or other private or secondary utilities. The customer assumes full financial and legal responsibility for property pins, boundaries, easements, right of ways, and subdivision covenants.

Subtotal\$ 3500.00
 Tax\$ ~~129.50~~ exempt
 Grand Total\$ ~~3629.50~~
 Down Payment\$
 BALANCE DUE\$ ~~3629.50~~
\$3500.00

Approved & Accepted for Customer:

Customer Date

Customer Date

Accepted for Black Eagle Fence Inc.:

Salesperson Date

Black Eagle Fence may require a material deposit, prior to ordering materials. Balance of the contract is due upon completion. A 4% processing fee will be added to any payments made by credit card. The above said owner agrees to pay reasonable attorney fees, court costs, or collection fees incurred by Black Eagle Fence in the collection of all or partial non-payment of invoices. Black Eagle Fence reserves the right to bill for mobilization and/or down time when it results from customers actions. Black Eagle Fence shall utilize all legal means of collections, at customers expense, if balance is not paid when agreed upon and herein stated. Completion time allowance must be made for weather issues, availability of materials and conditions beyond our control.

CUSTOMER INITIAL _____

CUSTOMER INITIAL _____

SALESPERSON INITIAL _____

