

**WORK ORDER #2019-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2018**

This Work Order is made and entered into this 4th day of March, 2019, 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: Repair and Maintenance of District Fence.**

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 \$1,500.00**, 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.

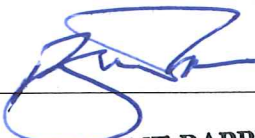
3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **on December 31, 2019.**

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 4th day of March, 2019.

LOVELAND MIDTOWN METROPOLITAN DISTRICT:



By: BLAINE RAPPE'
PRESIDENT
Its: LOVELAND MIDTOWN
METROPOLITAN DISTRICT

BLACK EAGLE FENCE:



By: Randy L Perck
Its: UP Black Eagle Fence Inc

EXHIBIT A-1 TO WORK ORDER #2019-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

BLACK EAGLE FENCE

POB 295
LOVELAND, CO 80539
970-667-1228 OFFICE
970-667-1242 FAX

randy@blackeaglefence.com

TO: Metro District.

DATE: 25 May 26, 2017

PLEASE ACCEPT OUR BID FOR FENCE ON THIS PROJECT

BLACK EAGLE FENCE AGREES TO PROVIDE MATERIAL, LABOR AND EQUIPMENT TO COMPLETE THE FOLLOWING:

Remove and replace damaged rails and posts at the park or for other work requested
All work will be done on a Time & Material basis.

Labor rates are \$125.00/hr for a fence crew.
Materials will be billed at cost + 15%

ADDENDA RECEIVED:

PRICES DO NOT INCLUDE SALES TAX
IF BOND IS REQUIRED ADD 3%
IF YOU HAVE ANY QUESTIONS PLEASE CALL

RANDY PECK, CFP
970-567-0007 RANDY CELL