

**WORK ORDER #2020-01
TO MASTER SERVICES AGREEMENT, DATED February 13, 2020**

This Work Order is made and entered into this **13th day of February, 2020**, by and between **WATERFALL METROPOLITAN DISTRICT NO. 1**, (the “District”), and **DAVINCI SIGN SYSTEMS, INC.** (“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 **February 13, 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: **Waterfall 1 O&M: Refresh Monument Sign.**

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 **a lump sum amount of \$11,831.00**, 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, 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 13th day of February, 2020.

WATERFALL METROPOLITAN DISTRICT NO. 1:



By: Kim Perry
Its: president

DAVINCI SIGN SYSTEMS, INC.:

 2.29.20

By: JOHN J. SHAW
Its: PRESIDENT

EXHIBIT A-1 TO WORK ORDER #2020-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Colorado

4496 Bents Drive, Unit A
Windsor, CO 80550
Ph: 970-203-9292

Wyoming

108 W. Lincolnway
Cheyenne, WY 82001
Ph: 307-220-4316

Toll Free: 866-DaVinci (328-4624)

Fax: 970-203-9293

www.davincisign.com

Sales Proposal / Agreement

Company Name: Centerra Metropolitan District No 1
 Attn: c/o PinnacleConsulting Group Inc
 Billing Address: 550 W Eisenhower Blvd
 City, State, Zip: Loveland Co 80537
 Phone: 972-669-3611 Ext 122
 Fax: _____
 Email: Zach@PinnacleConsultingGroupinc.com
 Proposal Date: 8-30-19
 PO #: _____

Job Name: Boyd Lake Waterfall Sign
 Drawing #: NA
 Site/Street Address: 3470 E 15th St
 Site/City, State, Zip: Loveland
 Job Contact Name: Zach Wheatley
 Job Contact Phone: 970-699-6078
 Sales Consultant: Jerry Zito
 Email: Jerry@davincisign.com
 Mobile Phone: 720-883-7857

Thank you for the opportunity to serve you!

Scope of Work:	
Refurbish Existing Monument Sign	
1) Remove letters, Logos & Underscore Bring to DaVinci Shop – Repaint & reinstall -	\$4,518.00
2) Retrofit LED while letters, Logos & Underscore are in the shop, using GE LED's New power supplies.	\$2,775.00
3) Power wash entire monument, includes cleaning as much water stain at bottom of waterfall. No guarantee all of the stain will go away but should reduce substantially. Wash concrete sign walls and wood top feature	\$1,386.00
4) Wood Top Feature – sand any loose paint left after power wash, reseal, prime & paint.	\$3,152.00
	Total
	\$11,831.00
No Taxes - No Permits	

Payment Terms: Net due within 30 days of completion, open account

Payment Method: Check Credit Card Lease/Purchase Financing

Note: Any applicable sales tax, permit costs or permit acquisition fee may not be included in the above proposed amount. These items will be added to the final invoice.

PRICES ARE VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL

Performance by buyer is personally guaranteed by the undersigned purchaser.

PURCHASER / GUARANTOR	
Date Accepted:	_____
Print Name:	_____
Signature:	_____ Title: _____
Signature signifies acceptance of general terms and conditions included on page 2.	

DAVINCI SIGN SYSTEMS, INC.	
Date Accepted:	_____
Print Name:	_____
Signature:	_____ Title: _____
Contract not binding until signed by an officer of DaVinci Sign Systems, Inc.	

Extraordinary Belongs To Those Who Create It!

General Terms and Conditions:

- Monument structure, foundation, excavation, and engineering done by others.
 - Assumes customer will have a designated Windows 98 or newer PC for operation of electronics/EMC displays.
 - Communication lines into the sign from a PC, when required for EMC operation, will be provided by others.
 - Any possible required licensed engineer's review, stamp and/or changes to shop drawing(s) will incur an additional cost to the customer.
 - Permit fees are based on the actual jurisdictional charge plus an acquisition fee for staff time at \$90 per hour, with a \$250 minimum.
 - This contract assumes adequate access to work areas for DaVinci personnel & equipment.
 - Landscaping &/or landscape repair is excluded from scope of work.
 - Final electrical hook-up to sign shall be done by others, with the customer being responsible for the coordination and cost of this work.
 - All signs are 120 volt primary unless otherwise noted. Higher voltage such as 277 is available, but at an additional cost to customer.
 - Davinci Sign will not be held responsible for damage to *unmarked* public or private utilities, sprinkler lines, phone lines, etc. that may occur while installing signs &/or excavating.
 - This contract assumes normal soil conditions for foundations, inadequate soils, high water tables. All other conditions may require additional work at an additional cost to the customer.
 - All work comes with a (1) one year warranty period from the date of substantial completion (if paid within the terms as outlined on this proposal).
- It is the responsibility of the customer to present adequate tax exempt documentation at time of signing and prior to permitting. Without this documentation, any tax paid with permits will be passed along, and reimburseable in full to DaVinci by the customer. Any refund of this tax will be the responsibility of the customer to request directly from the taxing jurisdiction.

Acceptance of Proposal: The prices, specifications and conditions as outlined are satisfactory and hereby accepted. DaVinci is authorized to do the work specified. Once signed & accepted, this proposal becomes a binding contract. Payment will be made as outlined.

A 3% convenience fee will be automatically charged on all credit card payments over \$2,500.

When deposits are given by credit card, any balance due will be automatically processed at the completion of work.

By signing this agreement, the signer grants permission for DaVinci to use photos and to make reference to the client's project in advertising, on their website, and/or any other media format.

For purposes of repair, maintenance and marketing, permission is granted to DaVinci to affix their identification to the completed product.

Invoices unpaid after their due date will be assessed a finance charge of 1.5% (18%APR). Collection costs & attorney fees will be added as an outstanding charge. Larimer County, CO is the named legal venue. DaVinci has the right to repossess any product/signage on accounts that become past due.

All labor & material is guaranteed as per the outlined warranty period. All work to be completed in a workmanship like-manner according to standard process. Any alterations or deviation from specifications as outlined on the original scope, may incur additional costs and will be executed only upon written & signed order(s). All agreements are contingent upon strikes, accidents or delays beyond our control.

The display is a custom manufactured product and has no value other than to the intended party. If for any reason the contract is cancelled, terminated, placed on hold, &/or postponed due to delay(s) not caused by DaVinci, a minimum charge of 50% of the contract &/or work completed to date (whichever is greater), including field surveys, drawings, materials, sales expense, permits, engineering, shop drawings, etc., or any cost with overhead incurred, will become chargeable and shall become due immediately per the terms outlined, &/or deducted from any given deposit.

Monthly progress billings will automatically occur and be due and payable under the terms of this agreement for all pro-rata work.

All signs removed will be disposed of unless prior written arrangements are made for storage or return.

When / if additional costs occur, such as additional trip charges, or change in scope or access, or any other obstacles due to delays not caused by DaVinci, additional charges will be added to this contract and will be due from customer.

Applicable sales taxes are accessed on all orders. Orders for customers & organizations who are tax-exempt will not be recognized as exempt until a valid State-executed certificate is received.