

WORK ORDER #2022-01
TO MASTER SERVICES AGREEMENT, DATED June 24, 2022

This Work Order is made and entered into this **24th day of June, 2022**, by and between **VDW METROPOLITAN DISTRICT**, (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 **June 24, 2022** (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: **VDW O&M: Stone and Sign Logo Repainting Services.**

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 in the amount of \$2,353.41**, 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, 2022.**

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 **24th day of June, 2022.**

VDW METROPOLITAN DISTRICT:

DocuSigned by:

B786C9D42F3647F...

By: Kim Perry

Its: District Representative

DAVINCI SIGN SYSTEMS, INC.:

DocuSigned by:

CA7DC01939F8474...

By: Eric Senesac

Its: Vice President

EXHIBIT A-1 TO WORK ORDER #2022-01
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)

www.davincisign.com

Sales Proposal / Agreement

Company Name:	Pinnacle	Job Name:	Van de Water
Attn:	Dillon Gamber	Drawing #:	None
Billing Address:	550 W Eisenhower Blvd	Site/Street Address:	Off Highway 34
City, State, Zip:	Loveland, CO, 80537	Site/City, State, Zip:	Loveland, CO
Phone:	970-669-3611	Job Contact Name:	Same
Cell:		Job Contact Phone:	Same
Email:	DillonG@pcgi.com	Sales Consultant:	Beau Nelson
Proposal Date:	6-15-2022	Email:	Beau@davincisign.com
PO #:		Cell:	970-691-4317

Thank you for the opportunity to serve you!

Scope of Work:

Repaint flower logos on 5 separate stones.
repaint (1) set of lettering on existing Van De Water monument sign

Proposed Cost = \$2353.41

above cost does not include tax

*** All prices are subject to change due to current volatile fluctuations with material cost**

Lease financing is available. Ask your salesperson for more information.

Payment Terms: 50% Deposit, Net due within 10 days of completion

Payment Method: Check Credit Card* Lease/Purchase Financing _____ \$
 Monthly Maintenance Option _____ \$

Note: Any applicable sales tax, permit costs or permit acquisition fees are not included in the above proposed amount unless stated otherwise above. These items will be added to the final invoice.

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.

Ask your salesperson for a quote on a planned maintenance program for your new sign.

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 \$125 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 reimbursable 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 3.5% convenience fee will be automatically charged on all credit card payments over \$2,500. DaVinci Sign Systems, Inc., only accepts Visa/MC.*

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.