

**WORK ORDER #2021-01
TO MASTER SERVICES AGREEMENT, DATED 09/10/2021**

This Work Order is made and entered into this 10th day of September, 2021, by and between **FOUNDRY LOVELAND METROPOLITAN DISTRICT**, (the “District”), and **GR~~E~~GORY ELECTRIC, 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 **Setpember 10th, 2021** (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:

Replace damaged light pole.

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 \$4,920.00 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 upon the completion of the Services by Contractor.

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 10th day
of September, 2021.

FOUNDRY LOVELAND METROPOLITAN DISTRICT:

Brandy Natalzia

By: Brandy Natalzia

Its: President

GREGORY ELECTRIC, INC.:

George Stolz

By: George Stolz

Its: VP

Exhibit A-1

Proposal

Proposal ID: 47491

3317 North Lincoln Avenue Loveland, CO 80538 www.gregoryelectricinc.com CO EC #2987				Loveland (970) 689-7609 Ft. Collins (970) 224-3242 Fax (970) 663-7132 service@gregoryelectricinc.com	
BILL TO Brinkman Construction		PHONE 970.267.0954	DATE 9/10/2021		
BILLING STREET 3528 Precision Drive, Suite 100		JOB NAME Foundry Pole Replacement			
BILLING CITY, STATE and ZIP CODE Fort Collins, CO 80528		JOB LOCATION 256 E 2nd Street, Loveland CO 80537			
CONTACT Vanessa Laureles		EMAIL vanessa.Laureles@brinkmanre.com	JOB PHONE (same)		
SCOPE OF WORK: <ul style="list-style-type: none"> • Furnish and install one type "EP1" (Eaton ARB-B1-LED-D1-T5-XX-7030) pole light on existing caisson connected to existing wiring. Proposal assumes existing caisson and wiring are suitable for the use. • Includes crane for installation. • Please be advised that some materials may require unusual lead times and additional costs within 30 days due to COVID-related disruptions in supply chain. • Excludes any relevant cost increases due to tariff increases. 					
We Propose hereby to furnish material and labor - complete in accordance with above specifications and the conditions described on second page of this proposal, for the sum of:					
					\$ 4,920.00
Payment to be made as follows: <p style="text-align: center;">Progress Billing Weekly / Balance Upon Completion</p>					
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are covered by Workman's Compensation Insurance.			Authorized Signature _____ George Stolz, Service Manager, VP Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days.		