

WORK ORDER #2022-01
TO MASTER SERVICES AGREEMENT, DATED April 7, 2022

This Work Order is made and entered into this **4th day of April, 2022**, by and between **WATERFALL METROPOLITAN DISTRICT NO. 1**, (the “District”), and **TST, 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 **April 7, 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: **Waterfall 1 - District Administration: Update Boundary Map**.

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 \$600.00**, 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 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 7th day of April, 2022.

WATERFALL METROPOLITAN DISTRICT NO. 1:

DocuSigned by:

Kim Perry

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By: Kim Perry

Its: President

TST, INC.:

DocuSigned by:

Don Taranto

61BC59756D6A447...

By: Don Taranto

Its: President

EXHIBIT A-1 TO WORK ORDER #2022-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

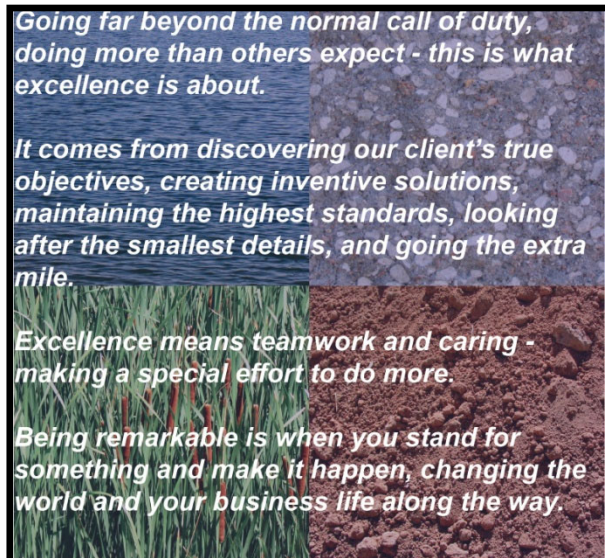
April 4, 2022

INTRODUCTION

TST, Inc. is a full-service consulting firm consisting of civil engineering, master planning, surveying, construction services, planning and landscape architecture. With more than 40 years of continuous operation in Northern Colorado, TST has knowledge and dedication to assist the Waterfall Metrodistrict. We appreciate the opportunity to discuss your specific needs and objectives for this project and we are confident that we can be a valuable member of your team for this and other projects in the future.

We have dedicated ourselves as a valued partner with forward-thinking organizations and municipalities in exciting new ways ... to bring a spirit of inventiveness, and a sound strategic focus to each and every project. We believe this is part of being a good corporate citizen and that this spirit is a vital component of our goals of integrity, ingenuity, and service. It is a core value at TST that we excel in all we do, and to be known as one of the most outstanding consulting firms anywhere.

Clients are our first priority at TST. We listen to their needs and view all projects as important; which is why every client has their own contact person backed by a TST team of experienced professionals. Experience, quality and service are a "given" at TST. The company was founded and has grown based on that philosophy. At TST, we don't just provide engineering and design drawings or provide construction inspections, we deliver service. Our customers call it "value". We figure it's just good business.



Waterfall Metrodistrict: Basic Services

Basic Services:

Basic services shall include, in general, planning, engineering, landscape architecture and surveying services in support of the services. The specific services to be provided by TST are as follows:

General Consultation:

- Provide consultation to owner or owner's representatives on an as requested basis on project that are not covered under the scope of any other specific contract. Special projects or services will only be provided under this scope as requested by the owner or owner's representative.

Total Amount for Services Not to Exceed: \$600.00

This scope of work excludes the following, but items may be added to the scope for an additional fee:

- Any work covered under the scope of a separate contract.

Donald Taranto, P.E.
President, TST, Inc. Consulting Engineers

Date