

**AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
TOWN OF ALPINE ADVANCED METERING
INFRASTRUCTURE PROJECT
PROFESSIONAL SERVICES**

This is an Agreement effective as of September 30, 2024 ("Effective Date") between Town of Alpine, ("OWNER") and Jorgensen Associates, Inc. ("ENGINEER").

OWNER retains ENGINEER to perform professional services in connection with water system design, permitting, and bid/contract writing, construction administration for the reconstruction of Water System Improvements Phase 3 located in Sublette County, Wyoming ("Assignment"). OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1—ENGINEER’S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3—TIMES FOR RENDERING SERVICES

3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit SR-A.

A. Work performed by ENGINEER at OWNER’s request prior to effective date shall be

included in services to be performed and compensated for as provided for in Article 4.01.

3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4—PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. For Advanced Metering Infrastructure Project, for, construction administration, a Time and Materials fee not to exceed \$98,500.00. This amount shall not be exceeded without prior written authorization from OWNER.

2. ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibit SR-C.

3. The amounts billed for ENGINEER’s services will be based on the percent of work complete based on the scope of work in Exhibit SR-A. If any additional work may be required and agreed upon by both parties and shall be done based on hours charged to the Assignment during the billing period by each class of

ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4.02 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof.

B. Adjustments

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

C. Reimbursable Expenses. Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C, and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

D. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

E. Subcontractors. Any subcontractor required to perform the services identified in Exhibit SR-A shall be hired by and paid directly by ENGINEER.

ARTICLE 5--DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Work Plan Alpine Advanced Metering Infrastructure Project," consisting of two (2) pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of four (4) pages.

C. Exhibit SR-C, "Schedule of Rates" for ENGINEER, consisting of one (1) page.

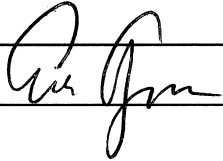
6.02 Total Agreement

A. This Agreement (consisting of pages 1 to 3, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Town of Alpine

By: Eric Green 

Title: Mayor

Date Signed: 9/30/24

ENGINEER:

Jorgensen Associates Inc.

By: Colter H. Lane, PE 

Title: Cheif Operating Officer

Date Signed: 9/30/2024

Address for giving notices:

Town of Alpine

250 River Circle- PO Box 3070

Alpine, Wyoming 83128

Address for giving notices:

Jorgensen Associates, Inc.

P.O. Box 1519

Pinedale, Wyoming 82941

Designated Representative (Paragraph 5.01):

Name: Eric Green

Title: Mayor, Town of Alpine, WY

Phone Number: 307-654-7757

Facsimile Number: _____

E-Mail Address: mayor@alpinewy.gov

Designated Representative (Paragraph 5.01):

Name: Brian Gray, P.E.,

Title: Operations Manager

Phone Number: 307-367-6548

Facsimile Number: 307-733-5187

E-Mail Address: bgray@jorgeng.com

This is **EXHIBIT SR-A**, consisting of 2 pages, referred to in and part of the Agreement between **OWNER and ENGINEER for Town of Alpine Advanced Metering Infrastructure Project Professional Services**.

Initial:
OWNER _____
ENGINEER EG
CHK

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

The work plan for Town of Alpine Advanced Metering Infrastructure Project consists of construction administration services for the following improvements;

- Construction Administration of project as previously designed for the Town of Alpine.

A.1.01 Construction

Provide Construction Administration and Inspection services to include:

1. Conduct Pre-construction Conference, provide minutes and records
2. Provide Construction Inspection & Administration; to include the following:
 - a) Resident Project Representative – complete weekly reporting and observation/inspections
 - b) Weekly construction meetings and coordination with Contractor
 - c) Review Shop Drawings & Submittals
 - d) Full time observation of underground utilities for Vault Installations
 - e) Inspect each meter installation, record pictures of each installation
 - f) Material Testing - Soils as required
 - g) Process Pay Requests
 - h) Document as-constructed locations (schematic only) for buried utilities
 - i) Process Change Orders
 - j) Meet with owner as needed
 - k) Project Start up
 - l) Certificate of Substantial Completion
3. Provide Project Closeout; including
 - a. Certificate of Final Completion
 - b. Warranty
 - c. Release of Lien
 - d. Final Pay Estimate
 - e. Final Advertisement
 - f. Record Drawings for Project

A.1.02 Timeline:

- | | | |
|----|--|--------------------|
| 1. | Contract Approval and Notice to Proceed: | September 30, 2024 |
| 2. | Construction Begin | October, 2024 |
| 3. | Construction Complete | September 1, 2025 |

A.2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
 - 1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
 - 2. Furnish to ENGINEER all existing studies, reports, survey data, and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement. ENGINEER will assume no responsibility for data or information provided by others.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of ENGINEER's services shall be based upon the milestones included in A.1.01, ENGINEER's Services.
- B. ENGINEER's services under this Agreement will be considered complete when construction is complete and final acceptance has been made by OWNER.

This is EXHIBIT SR-B, consisting of 4 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Town of Alpine Advanced Metering Infrastructure Project Professional Services.

OWNER EG Initial:
ENGINEER CHK

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payment after the first \$70,000 shall be subject to the conditions described in section 4.01 A 4.

4. Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

- c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals. OWNER's liability shall also be limited to the percentage share that OWNER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
7. **Dispute Resolution**
- a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.
- b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
- c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.
- d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- e. The mediator shall not be a witness in any legal proceedings related to this Agreement.
8. **Termination of Contract**
- Either party may at any time, upon fourteen days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
9. **Access**
- OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
10. **Hazardous Environmental Conditions**
- It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
11. **Patents**
- ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost (also referred to as Preliminary Construction Costs)

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

16. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and

ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

21. Controlling Law

This Agreement is to be governed by the law of the State of Wyoming.

22. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This is **EXHIBIT SR-C**, consisting of 1 page, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for **Town of Alpine Advanced Metering Infrastructure Project Professional Services**.

OWNER EG Initial:
ENGINEER CH

Rate Schedule for Jorgensen Associates, Inc.

Rates shall remain the same during the project. Rates in effect on the date of the Agreement are:

Engineering Services

Senior Principal Engineer	\$290.00/hour
Principal Engineer	\$265.00/hour
Senior Project Manager	\$220.00/hour
Project Manager	\$185.00/hour
Senior Project Engineer	\$190.00/hour
Project Engineer II	\$180.00/hour
Project Engineer I	\$165.00/hour
Design Engineer Technician II	\$150.00/hour
Design Engineer Technician I	\$130.00/hour
Intern	\$75.00/hour

Surveying Services

Senior Project Surveyor	\$200.00/hour
Project Surveyor II	\$185.00/hour
Project Surveyor I	\$150.00/hour
Survey Party Chief	\$140.00/hour
Survey Field Technician	\$120.00/hour

Construction Services

Construction Project Administrator	\$160.00/hour
Construction Technician II	\$1300.00/hour
Construction Technician I	\$120.00/hour

Support Services

CAD Technician II	\$150.00/hour
CAD Technician I	\$125.00/hour
Clerical/Administrative Support	\$110.00/hour

Equipment

CADD System	no charge
Copies/Prints/Plots/Field Supplies	no charge
GPS System/Total Station	\$65.00/hour
Survey and Equipment Vehicles	IRS Mileage Rate
Unmanned Aerial Vehicle (UAV)	\$1,000/day

Reimbursable Expenses

At cost plus 10%

Consultants

Fee plus 10%

This Schedule of Rates is subject to change without notice after 12/31/2024.

Work done on Saturdays, Sundays or holidays to meet the Client's schedule will be charged at 1½ times the above rates for services.