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March 27, 2026 (*Updated July 9, 2026*)

Monica Chenault, Town Clerk and Treasurer
Town of Alpine
PO Box 3070
Alpine, WY 83128

www.jvajva.com

RE: Town of Alpine On-Call Engineering Services for
Pretreatment and WWTP

Dear Monica:

Per our conversation on July 8, 2026, JVA, Inc (JVA) has updated this letter agreement to increase the top set contract amount limit due to additional workload beyond what was first anticipated. Updates to this letter agreement are shown in italics.

JVA, Inc. (JVA) has prepared this letter agreement to clarify and consolidate ongoing engineering services provided to the Town of Alpine (Town) related to the pretreatment facility and wastewater treatment plant (WWTP).

JVA currently has the following project agreements with the Town:

1. **JVA Project #240389.ENV** – Alpine Pretreatment Electrical and Controls Design
Project has been closed out.
2. **JVA Project #252092.ENV, Phase 0100** – Alpine Industrial User Permitting and Impact Analysis. *This phase has been completed and closed out.*
3. **JVA Project #252092.ENV, Phase 0200** – Melvin Industrial User Permit (IUP)
This phase has been closed out. Additional work required for finalizing the IUP will be billed to the on-call project.
4. **JVA Project #252229.ENV** – Alpine Pretreatment Facility Design Review
This project has been completed and closed out.

To streamline contract administration and better align services with current needs, JVA recommends closing out the above projects and establishing a new agreement for on-call engineering services.

Based on recent correspondence, the Town has identified the following accounts for engineering services:

- Pretreatment Professional Services – #52-83-315
- WWTP Professional Services – #52-54-315
- Administrative Professional Services – #52-42-315



Scope of Services

The intent of this agreement is to provide on-call engineering services to support the Town with:

- Pretreatment program implementation and compliance
- Industrial user permitting and regulatory support
- Operational guidance and troubleshooting
- General WWTP process and operational support

This agreement does not include capital improvement design or construction-related services, which would be addressed under separate agreements in accordance with the Town's procurement policies.

Fee and Billing

JVA proposes a not-to-exceed amount of **\$42,000** for 2026 on-call services, to be billed on a time-and-materials basis. JVA will not exceed this amount without prior authorization from the Town.

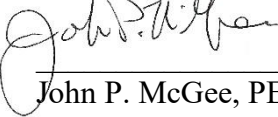
Invoices will reference the appropriate Town account(s) listed above, based on the services provided.

If this approach is acceptable, please sign below to authorize the services. JVA appreciates the opportunity to continue supporting the Town of Alpine and looks forward to assisting with the ongoing development and operation of its pretreatment program and wastewater treatment facilities.

Sincerely,

JVA, INCORPORATED

By: _____


John P. McGee, PE
Principal

Accepted By:

TOWN OF ALPINE

By: _____

Town of Alpine

Date: _____

Enclosure: JVA Standard Conditions

JVA, INC.
STANDARD TERMS AND CONDITIONS FOR
ENGINEERING SERVICES

These Standard Conditions are attached to and made a part of the preceding Letter Agreement between the stated Town of Alpine, WY (CLIENT) and JVA, Inc. (JVA). Any specific provision of the Letter Agreement which conflicts with provisions of these Standard Conditions supersedes the conflicting provisions of these Standard Conditions.

SECTION 1 - BASIC SERVICES OF JVA

1.1 Scope of Services

JVA shall perform professional services as set forth in JVA's Proposal and Letter Agreement.

1.2 Copies of Documents

Unless specifically provided for in the Letter Agreement, JVA shall furnish one reproducible set of instruments of services, as appropriate, at the end of each project phase. Additional copies will be supplied at JVA's costs of printing and distribution, plus a reasonable profit.

1.3 Construction Phase

If the project includes a Construction Phase, JVA shall perform the professional services stated in the Letter Agreement, *subject to the following* Terms and Conditions:

1.3.1. JVA shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of contractor's work. JVA shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). JVA shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

1.3.2. Insofar as jobsite safety is concerned, JVA is responsible solely for its employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of JVA, nor presence of JVA or its employees and subcontractors, shall be construed to imply JVA has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CLIENT agrees that the construction Contractor(s) is solely responsible for jobsite safety, and this intent shall be made evident in CLIENT's agreement with the construction Contractor(s).

1.3.3. CLIENT acknowledges that JVA will not be a party to any construction contract and that all authority and responsibility to reject work or stop work is Owners as a party to the construction contracts. JVA shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an interpreter of the Contract Documents.

1.3.4. By approving a Contractor's pay applications or other requests for payment, JVA will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by JVA to check the quality or quantity of the work or to review the associated means, methods, sequences, techniques or procedures of construction or safety precautions or programs. JVA has made no examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances. By recommending payments to others, JVA does not imply that others have completed their work in accordance with the Contract Documents.

1.3.5. JVA shall be entitled to rely on information provided by each Contractor. Any services requested of JVA as the result of questions regarding the Contractor's work shall be compensated as an Additional Service.

1.3.6. JVA shall not be responsible for the acts or omissions of any Contractor(s), or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except JVA's own employees' and agents' negligent acts or omissions) at the site or otherwise performing any of the Contractor(s)' work.

1.3.7. CLIENT acknowledges that JVA has exercised its professional judgment in preparing instruments of service, and that JVA does not warrant a specific result by virtue of preparing said instruments. The instruments of service are not warranted to be free of error or omission, and situations may arise during the construction of the Project when interpretations or corrections to the instruments of service will be required.

JVA cannot sign any certification, no matter by whom requested, that would result in JVA certifying the existence of conditions whose existence JVA has not verified.

1.4 Delay

The duties and responsibilities of JVA are expressly conditioned upon the expectation that the project will proceed expeditiously. Delay of project completion for reasons beyond JVA's control may result in Additional Services, which shall be compensated as provided in Section 2.

SECTION 2 - ADDITIONAL SERVICES OF JVA

2.1 If authorized by CLIENT, JVA shall furnish or obtain from others Additional Services which are outlined but not included in the Letter Agreement; these will be paid for by CLIENT as provided in Section 5.

2.2 Where maximum or "not-to-exceed" fee amounts are identified in the Letter Agreement, Payments for Additional Services and Reimbursable Expenses associated with the Basic and Additional Services shall not be subject to the maximum payment amounts unless expressly included, but Additional Services may be subject to a separate maximum payment amount, negotiated at the time JVA is directed by CLIENT to provide such Additional Services.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability and any budgetary limitations; all available information pertinent to the Project including previous reports and other data relative to design or construction of the Project; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Furnish to JVA, as necessary for performance of JVA's Basic Services, data prepared by or services of others, including without limitation, field control surveys with reference points and base lines, property, boundary, easement, right-of-way, topographic, and utility surveys; geotechnical reports and data, including all borings, laboratory test results, , hydrographic surveys, and all available interpretations of the foregoing; all available data describing existing facilities; zoning, deed and other land use restrictions;. CLIENT shall provide drawings to reasonable scale with data sufficient to allow JVA to understand and analyze the project.

3.3. Provide access to and make provisions for JVA to enter upon public and private property as required for JVA to perform its services.

3.4. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by JVA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JVA; Give prompt written notice to JVA whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of JVA's services.

3.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project; Provide all advertisements, notices, postings required by law or customary usage including, but not limited to, those required by regulatory or other governmental bodies, solicitations, invitations or advertisements for bid, offer or proposal, and advertisement

pursuant to project close out, or notification of potential lienholders or claimants; Include in any construction contracts entered into as a part of this project, any and all clauses, terms, conditions or provisions necessary to give this Letter Agreement full force and effect.

SECTION 4 - PERIOD OF SERVICE

4.1. JVA will perform its professional services in a timely manner consistent with customary professional practices. If CLIENT has requested, or the construction process results in, significant modification or changes in the scope of the Project, the time of performance of JVA's services and its various rates of compensation shall be adjusted appropriately.

4.2. If JVA's performance of services is delayed for more than 90 calendar days for reasons beyond JVA's control, JVA shall on written request to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond JVA's control, or if JVA for any reasons is required to render services more than one year after JVA's proposed date of completion of services, JVA's rates of compensation provided for elsewhere in this Agreement shall be equitably adjusted.

SECTION 5 - PAYMENTS TO JVA

5.1 Methods of Payment for Services and Expenses of JVA

5.1.1. CLIENT shall pay JVA for Basic Services and Additional Services an amount based on the Letter Agreement amounts or JVA's Regular Hourly Rates of the personnel assigned to the Project, plus Reimbursable Expenses at actual cost, times a factor of 1.10. 5.1.2. Cost of Service: Billings will be based on the percentage of services performed, plus Reimbursable Expenses incurred, according to the JVA's current rate schedule, unless noted in the Letter Agreement.

5.2 Times of Payment

5.2.1. JVA shall, prior to the last week of each month, submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to JVA's monthly invoices. Payment is due 30 days from the date of the receipt of invoice.

5.3 Other Provisions Concerning Payments

5.3.1. If CLIENT fails to make payments by the due date, the amounts due JVA shall include a late charge at 1.5% per month from said due date; and, in addition, JVA may, after giving seven calendar days' written notice to CLIENT, suspend services under the Letter Agreement until it has been paid in full.

5.3.2. This Agreement may be terminated upon the CLIENT's written notification of termination of his agreement with the Owner, or upon fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement. If terminated due to the fault of others, JVA shall be paid for services and reimbursable costs incurred.

5.4 Definitions

5.4.1. Regular Hourly Rates includes salaries or wages paid as well as indirect costs and fringe benefits, general overhead, and profit, for all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks and Administrative personnel.

5.4.2. Reimbursable Expenses means the actual expense incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representative and their assistants; reproduction of reports, Drawings, Specifications; the cost of insurance endorsements procured specifically for the Project, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by CLIENT,

overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amounts paid by JVA to special consultants employed by JVA for such consultants' services and Reimbursable Expenses and shall also include expenses incurred for appropriate charge for previously established computer programs, computer usage, computer aided drafting machine usage, and expenses of photographic production techniques.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

6.1.1. JVA has no control over the cost of labor, materials, equipment or services furnished by others, Contractor(s)' methods of determining prices, or market conditions. Any opinions of probable Cost provided by JVA are made on the basis of its experience and represent its judgment as a professional engineer. JVA cannot and does not guarantee that proposals, bids, or actual Project or Construction Costs will not vary from opinions of probable cost.

SECTION 7 - STANDARD CONSIDERATIONS

7.1 Termination

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Instruments of Service

All documents, including Reports, Drawings, Specifications, field data, field notes, laboratory test data, calculations, estimating and other similar documents, in any form whatsoever, prepared by JVA, are Instruments of Service, and not products, and remain the intellectual property of JVA. Instruments of Service include reproducible originals, copies, handwritten materials, electronic computer media files of all kinds. They are not intended or represented to be suitable for reuse by CLIENT or others on any other project. JVA grants CLIENT an revocable license to CLIENT to use and reproduce any instruments of service as required for the project, and will provide CLIENT with electronic drawing files in AutoCAD for record purposes. Any reuse of these instruments not for the specific purpose intended, and any errors introduced by CLIENT's reproduction or interpretation of Instruments of Service from one form to another will be at CLIENT's sole risk and without liability or legal exposure to JVA. CLIENT shall indemnify and hold harmless JVA from all claims arising out of or resulting therefrom.

7.3. Controlling Law

This Agreement is to be governed by the law of the State of Colorado, and jurisdiction and venue shall be in the Colorado District Courts.

7.4. Standard of Care

7.4.1. JVA will exercise its professional judgment in performing services under this Agreement. Services performed by JVA will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CLIENT recognizes that JVA does not warrant a specific result. Reports, Drawings, Project Manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to the Drawings, Project Manual, and other instruments of service.

7.4.2. CLIENT acknowledges that JVA is a corporation and agrees that any claim made by CLIENT arising out of any act or omission of any director, officer or employee of JVA in the execution or performance of this Agreement, shall be made against JVA, Inc. and not against past or present director, officer or employee thereof.

7.4.3. Design and construction techniques are continually evolving. The codes, and regulations imposed by various government entities relative to design and other issues likewise are subject to change. JVA may select acceptable, effective design approaches that, through no fault of its own, are deemed unacceptable by the time JVA's design or design recommendations are ready for execution. CLIENT agrees to pay JVA's additional reasonable fees and

expenses made necessary by JVA being required to modify Instruments of Service to comply with codes and regulations adopted after the preparation of such Instruments.

7.4.4. CLIENT and JVA recognize that JVA is providing a professional service and that CLIENT's project is a unique undertaking involving many factors which cannot be projected with exactitude. CLIENT and JVA acknowledge that the factors developing or discovered during the contract term and the uniqueness of CLIENT's project may require engineering services which cannot be anticipated at the time of contracting. JVA will advise CLIENT if the need for such services becomes apparent, and CLIENT and JVA shall negotiate an amendment to this Agreement to include said additional services.

7.5. Asbestos or Hazardous Materials

7.5.1. The professional service contracted for hereunder were contracted for with the expectation JVA that no asbestos or hazardous materials, as defined by the U.S. Environmental Protection Agency, will be encountered.

7.5.2. JVA has no expertise in the recognition of asbestos or other hazardous materials and disclaims any responsibility for the discovery, presence, control, removal, remediation, or handling of such materials in connection with the Project.

7.6. Successors and Assigns

7.6.1. Neither CLIENT nor JVA shall assign, sublet or transfer any rights under or interest in this Agreement. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Agreement shall prevent JVA from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist it in performing the services hereunder.

7.6.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and JVA.

7.7 Default

7.7.1. In the event JVA incurs attorneys' fees and court costs in the collection of amounts due from CLIENT under this Agreement, shall be liable for JVA's costs of collection.

7.7.2. Neither party shall be liable to the other for any consequential damages in connection with this Agreement or the Project. Consequential damages include, but are not limited to, loss of use, rent, revenue, opportunity, or sales, fines, penalties, and liquidated damages.

7.8 Dispute Resolution

7.8.1. The CLIENT and JVA agree that all disputes arising from or related to JVA's services shall be brought to the attention of the other party within a reasonable time period after the claim is known to the claiming party.

The dispute shall be discussed by management of each party. Should these efforts fail to resolve the dispute, then the parties hereto agree to settle the dispute through mediation. The parties shall mutually agree on mediator selection and shall share the costs of the mediation equally. Mediation shall occur within 60 days of notice of the dispute, unless the parties agree to a different schedule.

7.8.2. **Mandatory Arbitration.** In the event the parties cannot resolve the dispute through mediation, the parties shall engage in binding arbitration pursuant to the Colorado law and the Construction Industry Rules of the American Arbitration Association. Each party shall bear its own costs of arbitration.

7.9 Severability

Any element of this Agreement deemed by a court of competent jurisdiction to be void or unenforceable shall be severable, , and all remaining provisions shall continue in force.

7.11 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

7.12 Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and JVA shall survive the completion of the services hereunder and the termination of this Agreement.

7.13 Excluded Services

7.13.1. Services available from JVA are limited to those specified in the Letter Agreement. Other services that are available and applicable to CLIENT's project have been made known and explained to CLIENT.

7.13.2. CLIENT hereby waives any and all claims and demands for damages, costs, losses, and expenses of any nature and extent against JVA and agrees to defend, indemnify and hold JVA harmless from any third-party claim, action or demand for injury or loss allegedly arising from JVA's failure to perform a service CLIENT has not engaged JVA to perform. CLIENT further agrees to compensate JVA for any time spent or expenses incurred by JVA in defense of any such claim, in accordance with JVA's prevailing fee schedule and expense reimbursement policy.

SECTION 8 – INTEGRATION

8.1 Integration

The Letter Agreement and these Standard Conditions (consisting of pages **1 through 5**, inclusive), constitute the entire Agreement between CLIENT and JVA and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by written agreement of both parties.

END OF STANDARD CONDITIONS