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 Jackson, WY 83002
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Work Order & Contract

Client Name: Town of Alpine	Job Name: Well-4 Connection Design
Billing Address: PO Box 3070 Alpine, WY 83128	Date: 4/14/2026 Client Phone: 307-654-7757 Project Number: TBD
Project Manager: Kevin Meagher	Job Location: Well-4

Jorgensen Associates, Inc. (Engineer), agrees to perform the following professional services for the above-named Client:

<p><u>Survey & Drawings</u>: \$5,152.00 (survey completed in October 2024)</p> <p><u>Gather/Review Existing Information</u>: \$6,500.00</p> <p><u>Design Well-4 connection to Town's water distribution system</u>: \$36,000</p> <p><u>Not Included:</u></p> <ul style="list-style-type: none"> 1) DEQ Construction Permit 2) SCADA control interface

Estimated cost to complete the work above is: **\$50,652.00**

Client agrees to pay Engineer as compensation for professional services as follows:

0 per the attached schedule

Unless specified otherwise, Client will be billed monthly. Terms are 30 days net. A service charge of 18% annually will be charged on all overdue accounts. Client agrees to pay all reasonable costs of collection and reasonable attorney's fees should collection become necessary.

The provisions set forth on the reverse of this sheet are incorporated into and made a part of this agreement. There are no understandings or agreements except as expressly stated in this agreement.

 Signature

 Signature

 Client Representative

 Jorgensen Associates, Inc.

 Title

 Title

 Date

 Date

Engineer may withdraw this agreement if not accepted within 30 days.



TERMS AND CONDITIONS

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. The Engineer shall not be responsible for delays in completing the work described herein which cannot reasonably be foreseen on the date of this agreement, or for delays which are caused by factors beyond Engineer's control or delays resulting from the action or inaction of any governmental agency.
2. Engineer makes no warranty, express or implied, as to Engineer's recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with generally accepted professional practices.
3. Cost estimates and opinions of probable costs prepared by the Engineer are based on judgment and experience. Engineer makes no warranty; express or implied, regarding cost estimates or opinions of probable costs.
4. Engineer makes no representations concerning estimates of areas. Estimates of areas are estimates only, and are not intended as accurate until the final map is certified.
5. It is agreed that any services in addition to those described in this agreement, either requested by the Client, or necessitated by a change in requirements of any governmental agency, shall be considered as additional work, and shall be paid for by the Client.
6. Client agrees to pay for all fees, supplies and other expenses required for completion of the services described in this agreement.
7. Work may be suspended if payment falls more than 45 days past due. Client consents to the jurisdiction of appropriate Courts in the event litigation becomes necessary to collect any amount due hereunder.
8. All original documents, including drawings and specifications prepared by the Engineer under this agreement as instruments of professional service are the property of the Engineer. They are not intended or represented to be suitable for reuse by the owner or others on extensions of this project or on other projects. Reuse without the prior written authorization by the Engineer for the specific purpose intended will not be allowed.
9. 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 and sealed by the Engineer or Surveyor. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer or Surveyor 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 or Surveyor 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 or Surveyor at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall 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.
 - e. ENGINEER or SURVEYOR shall not be responsible to archive or maintain documents stored in electronic media format after acceptance by OWNER.
 - f. All information in digital files are considered instruments of ENGINEER or SURVEYOR and shall not be used, for other projects, additions to this project, for completion of this project by others, without prior written approval of ENGINEER or SURVEYOR.
10. The Engineer shall visit the site at intervals appropriate to the nature of the services described in this agreement to determine in general if the work is proceeding in accordance with the contract documents. The Engineer shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, safety precautions, acts or omissions of the contractors or any other persons performing construction, or for the failure of any of them to carry out the construction in accordance with the designs, specifications, plans or other information prepared by the Engineer.
11. If the scope of services defined in this agreement does not include or extend to the on-site observation of construction by the Engineer, it is agreed that the Client will defend, indemnify and hold harmless the Engineer from any claim or suit whatsoever, including reasonable attorneys' fees, and including but not limited to all payments or expenses involved with the contractors' performance or the failure of the contractors' work to conform to any documents prepared by the Engineer. The Engineer agrees to be responsible for Engineer's own employees' negligent acts, errors or omissions, subject to the limitations set forth hereafter.
12. The Client agrees to limit the liability of the Engineer and Engineer's consultants such that the total aggregate liability of the Engineer and Engineer's consultants to the Client or his contractors shall not exceed \$50,000 or the Engineer's fee, whichever is greater.
13. In the event of a liability settlement based on comparative negligence, Owner agrees that the Engineer's liability for total negligence shall be limited to the Engineer's share of the total negligence of all negligent parties, and Owner shall hold Engineer harmless from loss to the extent of Owner's share of negligence.
14. In the event all or any portion of the work prepared or partially prepared by the Engineer is suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed. The Client or the Engineer may terminate this agreement by giving the other party fifteen (15) days written notice, in which case the Engineer shall be paid for services performed to the date of termination.
15. In the event any provision of this agreement is found to be invalid and/or unenforceable by law, the remaining provisions of this agreement shall be valid and binding upon the parties hereto.

Client Initials _____