

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 17, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: September 16, 2026
 - b. Owner: Town of Saratoga
 - c. Engineer: Engineering Associates (EA)
 - d. Specific Project (title): South 9th Street Sanitary Sewer Main Extension
 - e. Specific Project (description): Engineering services for Preliminary/Final design & Permitting
- Task 1: Preliminary/Final Design & Permitting
 - Preliminary and Final Design for a one-block sanitary sewer main extension within Block 37 of the SRE&I West Side Addition. Construction drawings including a Title, Plan & Profile sheet and details; as well as technical specifications and DEQ Design Report will be completed to obtain a WYDEQ Permit to Construct. The proposed sewer main is an extension from the previously constructed sewer main. Preliminary & Final Design will be review and commented on by Town personnel prior to submittal to WYDEQ. Contract Front End Documents, Bidding/Negotiations and Construction services are not included within Task 1.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference (inapplicable services are stricken):
 - ~~Study and Report Services (Exhibit A, Paragraph A1.01)~~
 - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - ~~Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)~~
 - ~~Construction Phase Services (Exhibit A, Paragraph A1.05)~~
 - ~~Including Resident Project Representative (RPR) services (A1.05.A.2)~~

~~/OR/~~

~~_____ Not including Resident Project Representative (RPR) services (A1.05.A.2)~~

- ~~▪ Post-Construction Phase Services (Exhibit A, Paragraph A1.06)~~
- ~~▪ Commissioning Services (Exhibit A, Paragraph A1.07)~~

~~B. Resident Project Representative (RPR) Services~~

~~If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.~~

~~C. Designing to a Construction Cost Limit~~

~~Under this Task Order, Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.~~

D. Other Services

Engineer shall also provide the following other services:

- None

E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows:

- N/A

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

- None

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish __3__ review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Anticipated completion on or before 9/25/26.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within __5__ days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish __3__ copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within __5__ days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish __3__ copies of the Final Drawings and Specifications, assembled drafts of other ~~Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents)~~ , and any other Final Design Phase deliverables, to Owner.	Within __5__ days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, ~~assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents)~~ , and any other Final Design Phase deliverables, to Engineer.	Within __5__ days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish __3__ copies of the revised final Drawings and Specifications, ~~assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents)~~ , and any other Final Design Phase deliverables, to Owner.	Within __5__ days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, ~~assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents)~~ , and any other Final Design Phase deliverables

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		Standard Hourly Rate
~~a. Study and Report Phase (A1.01)~~	~~—\$~~	~~Standard Hourly Rate~~
b. Preliminary and Final Design Phase (A1.01)	\$12,000	Standard Hourly Rate
~~c. Bidding or Negotiating Phase (A1.04)~~	~~—\$~~	~~Standard Hourly Rate~~
~~d. Construction Phase (A1.05)*~~	~~—\$~~	~~Standard Hourly Rate~~
~~e. Resident Project Representative Services (A1.05.A.2) *~~	~~—\$~~	~~Standard Hourly Rate~~
~~f. Post-Construction Phase (A1.06)~~	~~—\$~~	~~Standard Hourly Rate~~
~~g. Commissioning Phase (A1.07)~~	~~—\$~~	~~Standard Hourly Rate~~
~~h. Other Services (see A1.08, and 2.D above)~~		~~Standard Hourly Rate~~
TOTAL COMPENSATION (lines 1.a-h)	\$12,000	Standard Hourly Rate
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are outlined in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

- None at this time are anticipated

8. Other Modifications to Agreement and Exhibits:

- No contract documents will be prepared for bidding purposes.

9. Attachments:

- N/A

10. Other Documents Incorporated by Reference:

- N/A

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 9/16/2026.

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By:  _____

Print Name: Craig Kopasz, PE

Title: EA Saratoga Office Manager

Firm's Wyoming Registration No. WY-0008

State of: Wyoming

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Emery Penner

Title: Director of Public Works

Address: 110 E. Spring Ave, PO Box 486,
Saratoga, WY 82331

E-Mail
Address: e.penner@saratogawyo.org

Phone: (307) 326-8335

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Craig Kopasz, PE

Title: Office Manager

Address: 211 N. 1st Street, PO Box 370
Saratoga, WY 82331

E-Mail
Address: craig@eaengineers.com

Phone: (307) 326-8301