

**Task Order**

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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 4, 2024
- b. Owner: Town of Saratoga (Town)
- c. Engineer: Engineering Associates (EA)
- d. Specific Project (title): Saratoga Sanitary Sewer Improvement Project 2025
- e. Specific Project (description): - Assist with the funding application and required associated documents (e.g., facilities plan, environmental assessment, cost estimates, scheduling, etc.) in order to allow for the Town to apply for Clean Water State Revolving Fund (CWSRF) funding from the State of Wyoming for the Saratoga Sanitary Sewer Improvements Project 2025. The Town will need to be involved with this Task to provide necessary information for application purposes.

**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)~~

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**Exhibit K – Amendment to Task Order**

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- ~~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:

- Assist with the funding application and required associated documents (e.g., facilities plan, environmental assessment, cost estimates, scheduling, etc.)

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:

- Provide information needed for proper completion of the funding applications.

### 5. Task Order Schedule

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

<u>Task #</u>	<u>Party</u>	<u>Action</u>	<u>Schedule</u>
A	Owner	Submit letters to regulatory agencies for comments on project.	On or before September 6, 2024.
B	Engineer	Furnish an emailed copy of the facilities plan and cost estimates to the Town.	On or before October 1, 2024.
C	Engineer	If DEQ/OSLI decides that a CatEx is sufficient, Engineer will prepare the CatEx advertisement. If DEQ/OSLI decides that a CatEx is <u>insufficient</u> and that an environmental assessment is required, Engineer will prepare the environmental assessment.	On or before November 1, 2024.

## 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. <del>Basic Services (Part 1 of Exhibit A)</del>	\$	Standard Hourly Rate
<del>— a. Study and Report Phase (A1.01)</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
<del>b. Preliminary and Final Design Phase (A1.02, A1.03)</del>	\$	Standard Hourly Rate
<del>— c. Bidding or Negotiating Phase (A1.04)</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
<del>— d. Construction Phase (A1.05)*</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
<del>e. Resident Project Representative Services (A1.05.A.2) *</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
<del>— f. Post Construction Phase (A1.06)</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
<del>— g. Commissioning Phase (A1.07)</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
h. Other Services (see A1.08, and 2.D above)	Time-and-materials up to \$14,000 if solely Tasks A and B are performed, up to \$20,000 if Tasks A-C are performed.	Standard Hourly Rate
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	Time-and-materials up to \$14,000 if solely Tasks A and B are performed, up to \$20,000 if Tasks A-C are performed.	Standard Hourly Rate
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

### Exhibit K – Amendment to Task Order

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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:**

- N/A

**8. Other Modifications to Agreement and Exhibits:**

- N/A

**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 September 4, 2024.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_



Print Name: \_\_\_\_\_

Print Name: Craig Kopasz, PE

Title: \_\_\_\_\_

Title: EA Saratoga Office Manager

Firm's Wyoming Registration No. WY-0008

State of: Wyoming

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: Craig Kopasz, PE

Title: \_\_\_\_\_

Title: Office Manager

Address: \_\_\_\_\_

Address: 211 N. 1<sup>st</sup> Street, Saratoga, WY 82331

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