

**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: May 21, 2024
- b. Owner: Town of Saratoga
- c. Engineer: Engineering Associates (EA)
- d. Specific Project (title): Shively Field Lift Station
- e. Specific Project (description):

Design of a new sanitary sewer lift station and associated force main for the new Shively Field Lift Station located in Saratoga, WY. Preliminary investigation and cost estimates of 2-3 force main routes. Final design and construction drawings, WYDEQ permitting and assistance with a WYDOT M-54 Utility License for installation within the WYDOT right-of-way. Specifications and relevant details provided on drawings. Not expected to be publicly bid. Bidding and negotiations services are not included within the scope of this Task Order. Construction Administration is not included within this scope of services.

**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:
  - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
- B. Other Services

Engineer shall also provide the following other services:

- Preliminary analysis of different alignments of force main to different discharge locations. Analysis will include preliminary cost estimates for analysis.
- Assist Owner in obtaining a WYDOT Utility License for a Town utility within the WYDOT Right-of-Way. Assistance will include providing required drawings and technical information required for the application.

- C. 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:

*Construction phase services: inspection, consultation, administration. T&M basis, as requested by owner in writing.*

### 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: N/A

### 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 <u>3</u> review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within <u>30</u> days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within <u>15</u> days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish <u>3</u> copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within <u>10</u> 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 <u>3</u> 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 <u>15</u> 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	Within <u>10</u> 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.

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#### Exhibit K – Amendment to Task Order

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	any other Final Design Phase deliverables, to 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 __15__ 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

## 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 (A1.02, A1.03)	\$ 25,000	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
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	\$ 25,000	Standard Hourly Rate
2. Additional Services (Part 2 of Exhibit A)	As requested	Standard Hourly Rate

\*Based on a \_\_\_\_ N/A \_\_\_\_ -month continuous construction period.

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 set forth 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:

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

**9. Attachments:**

**10. Other Documents Incorporated by Reference:**

**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 \_\_\_\_\_.

OWNER:

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

ENGINEER:

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

Print Name: \_\_\_\_\_ CHUCK DAVIS

Print Name: \_\_\_\_\_ CRAIG KOPASZ

Title: \_\_\_\_\_ MAYOR, TOWN OF SARATOGA

Title: \_\_\_\_\_ SARATOGA OFFICE MANAGER

Firm's Wyoming Registration No. \_\_\_\_\_ ES-0008

State of: \_\_\_\_\_ Wyoming

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_ CHUCK McVEY

Name: \_\_\_\_\_ CRAIG KOPASZ

Title: \_\_\_\_\_ WATER & SEWER SUPERVISOR

Title: \_\_\_\_\_ SARATOGA OFFICE MANAGER

Address: \_\_\_\_\_ PO BOX 486, SARATOGA, WY 82331

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