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PROJECT NO.
WRX2619
☒ ORIGINAL
☐ CHANGE
WORK ORDER#1
July 24, 2026

Ordered By:

Town of Saratoga.

P.O. Box 486

110 E. Spring Avenue. Saratoga, Wyoming 82331

Saratoga Never Forget Park Grading

Designated Client Representative: Emery Penner e.penner@saratogawyo.org

Telephone: 208-768-7997

Invoice To:

Same

Fax:

Work Order Description/Scope of Work Description:

Town is currently construction improvements at the Never Forget Park in the Town of Saratoga, Carbon County, Wyoming. The construction includes numerous improvements such as restroom, sidewalk, and parking lot improvements. The town is seeking use of a machine control motor grader to utilize their model to cut subgrade.

It is proposed for WURX to provide equipment and personnel to cut and grade to stockpile approximately 45,000 square feet of existing, in place road base. WURX will receive and process a surface model for use in a WURX provided machine control motor grader (Cat 140M3). WURX will provide a base, to be sued on an existing base position, with Client provided control points for WURX to calibrate their base position, and the project.

The base material will be cut and windrowed for Town personnel or subcontractors to remove and place elsewhere. WURX will grade to approximately 6" from existing curb, gutter, sidewalk, manholes, inlets, other asphalt protrusions. All fine and hand grading will be the responsibility of the Town. Any compaction, water, rolling, or raking is the responsibility of the Town.

It is estimated to require approximately two days of equipment and personnel to remove the material estimated on site.

Equipment provided by WURX will be maintained and fueled by WURX personnel. All other equipment, personnel, or subcontractors supplied by Client, is the responsibility of the supplier to manage, operate, maintain, repair, and provide fuel and consumables.

-Assumes any permits are responsibility of Client.

-Assumes access is provided by Client, including ability to deliver and stage materials/equipment at project site, and perform work on the site.

-Excludes revegetation, water, compaction, backfill, paving, or rolling. Excludes tillage, ripping, discing, or rock picking. Owner will supply and perform any reseeding if needed, or can be provided at additional services

-Excludes engineering and any permitting, easement and property rights negotiation, materials testing, stakeout, survey, and engineering or construction inspection. Though some of these tasks may be able to be provided by WURX.

-Excludes needs for mats or other flotation & mud/groundwater mitigation & equipment needs. Subgrade of site needs to support excavators and other construction equipment, differing existing conditions will require additional cost. Recovery of equipment or damage to equipment due to subgrade will be billed to client at standard hourly rates and cost plus. Excessively wet materials may require additional handling and trucking.

-Excludes relocation of any utilities, signs or other equipment.

-Excludes special or engineered backfill including geotextile or structural/imported fill or screening and processing.
-Excludes ground heating, frost protection, snow removal. Assumes trench will be backfilled each day, and/or concrete blanket used to inhibit ground freeze-by others.
-Delays due to snow, wind, inclement weather, and freezing conditions may extend project duration, these conditions can affect work flow and construction efforts and results. Delays due to permitting, neighbor, access, or political issues are considered beyond the control of WURX.

Basis of Compensation: Time and Materials based on materials and equipment described. Reference rate sheet and cost matrix. \$14,150 is estimate for equipment, labor, and management.

Fuel is included, with fuel surcharge figured in at EIA PADD4 \$5.019 for \$1,228, included in total cost estimate.

For a project total cost estimate of \$15,378

Fuel surcharge will be implemented for Rocky Mountain Fuel (PADD4) prices from EIA in excess of \$3.10/Gallon-Low Sulfur Diesel. Fuel surcharge will be a sliding scale percentage of the hourly rate of the equipment; for EIA of 5.092 surcharge is 19.2%.

Materials:

Trucking and disposal are cost plus, as described in Basis of Compensation.

Estimated Start Date: August 10, 2026

Estimated Completion Date: August 15, 2026

Estimated duration of onsite work support is 2 days. Schedule requires notice to proceed by COB 7/28 to maintain performance per dates described.

AGREEMENT: This order is accepted subject to the conditions of the prime contract.

TOWN OF SARATOGA (CLIENT)

WURX LLC (CONTRACTOR)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Ryan Altenburg
Title: Partner
Date: _____

Project Name **Saratoga Park** Proposal By **RLA** Date Prepared **7/22/2026**

Equipment	HRLY RATE	WEEKLY STBY	QTY ON SITE	TOTAL WORK HOURS/WEEK	STBY WEEKS	STBY Total Bill	Hourly Total Bill	Total Bill
Road Grader 140M3	\$ 260	\$ 6,864	1	20		\$ -	\$ 5,200	\$ 5,200
GPS Base	N/A	\$ 990	1	0	1	\$ 990	xx	\$ 990
GPS Rover	N/A	\$ 1,320	1	0	1	\$ 1,320	xx	\$ 1,320
GPS Dozer/Grader	N/A	\$ 2,310	1		0.4	\$ 924	xx	\$ 924
Pickup	N/A	\$ 1,815	1		0.4	\$ 726	xx	\$ 726
Mobilization/Demobilization+perm	\$ 200	N/A	1	6		\$ 3,960	\$ 1,200	\$ 1,200
						\$ 3,960	\$ 6,400	\$ 10,360
FUEL SURCHARGE	current fuel rate PADD4			\$ 5.019	19.2%			\$ 1,228

Personnel Class	Unit Rate	Units	Job QTY	QTY-HRS	\$ EXT/week	Total	GPS CALIB TIME
Const Project Manager	\$ 165	/HR	4	2	\$ 330	\$ 1,320	
Foreman	\$ 105	/HR	1	22	\$ 2,310	\$ 2,310	
Administrative	\$ 80	/HR	1	2	\$ 160	\$ 160	
						\$ 3,790	
Materials	Unit Rate	Unit	Job QTY	Markup	Total		
Total includes XX% Markup				15%	\$ -		

\$ 15,378

RATE SCHEDULE 2026

Services for hourly scope of work or increases in scope of work shall be billed at the rates set forth below:

Reference attached standard rates sheet, with notes this sheet applied.

Additional equipment available, rate available upon request/demand

*Additional equipment model may be requested by Customer, and rates will be provided prior to mobilization, typically subject to Rental Rates+ Preventative Maintenance+ Wear Parts.

**Larger equipment model may be substituted for standard equipment if equipment designated not readily available at no additional cost

***All equipment rates subject to Federal & Local Excise tax depending on locality.

****Actual expenses, such as lodging, debris removal, and other specific project costs will be billed at actual expenses plus markup and the Client will be notified if there is a difference in rates as shown in the above table.

***** If project progress is delayed and equipment and personnel are required to standby, idle, or wait; an appropriate standby rate will be charged.

*** Fuel surcharge will be implemented for Rocky Mountain Fuel (PADD4) prices from EIA in excess of \$3.10/Gallon-Low Sulfur Diesel. Fuel surcharge will be a sliding scale percentage of the hourly rate of the equipment; for EIA of 3.598 surcharge is 5%.

*** All equipment rates require operator rates in addition to.

Services requiring WURX personnel to work holidays or outside the standard workday, defined as 7:00 a.m. to 5:00 p.m. Monday through Friday, may be billed at hourly rates greater than the standard rates shown above, or as negotiated prior to performance.

Prior to any services being rendered a service agreement shall be in place. Any service or work requested to be performed prior to completion of the service agreement are subject to the standard terms and conditions of WURX service agreement.

Terms are Net 30 Days. Any unpaid balance of any invoice to the CLIENT shall accrue interest at a rate equal to the lesser of 1½% (one & one-half percent) per month or the maximum rate allowed by law, commencing one month after the date of the original invoice.

ADDITIONAL TERMS AND CONDITIONS

WURX LLC and CLIENT agree that WURX's obligation to provide services relative to the project, and CLIENT's obligation to compensate WURX, all as described in the scope of work and in this document, shall be subject to the additional terms & conditions:

1. The standard of care for all professional services performed or furnished by WURX under this Agreement will be the skill and care used by members of WURX's profession practicing under similar circumstances at the same time and in the same locality. WURX makes no warranties, express or implied, under this Agreement or otherwise in connection with WURX's services.
2. CLIENT shall provide full information relating to requirements of the project and any additional information required by WURX.
3. CLIENT and WURX each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, or expenses that are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by joint or concurrent negligence of CLIENT and WURX, they shall be borne by each party in proportion to their negligence.
4. All original papers and documents, electronic documents and files, and copies thereof, produced as a result of this Agreement, except documents which are to be filed with public agencies, are and shall remain the property of WURX and may be used by WURX without the consent of the CLIENT. Reuse or modification of any such documents by CLIENT without WURX's written permission shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold WURX harmless from all claims, damages and expenses, including attorney fees, arising out of such reuse by CLIENT or by others acting through CLIENT.
5. Should all or any portion of the project be postponed, abandoned or terminated for any reason, compensation shall be made to WURX for all work performed prior to notice of such occurrence to WURX accompanied by direction to cease work. Costs of demobilization and work cessation will also be due from Client.
6. All or part of this AGREEMENT may be terminated by WURX for its convenience by giving seven (7) days' written notice to Client. In such event, WURX's only obligation to Client shall be to convey Client owned information or property to Client.
7. This Agreement may be terminated by either party upon seven (7) days' written notice if the other party fails to perform substantially in accordance with its terms and through no fault of the terminating party. If terminated other than due to the fault of WURX, WURX shall be paid for services performed to the date of termination, including reimbursements then due, plus any expenses attributable to termination.
8. This Agreement may be terminated by WURX upon seven (7) days' written notice; WURX shall be paid for services performed to the date of termination, including reimbursements then due. If terminated other than due to the fault of WURX, WURX shall be paid for any expenses attributable to termination.
9. This Agreement shall bind and benefit CLIENT, WURX, and each of their successors, assigns and legal representatives. Neither the CLIENT nor WURX shall assign or transfer rights or obligations under this Agreement in whole or in part without the written consent of the other.
10. Payments to WURX shall be invoiced to the CLIENT monthly or on the basis indicated previously in this Agreement. The unpaid balance of any invoice to the CLIENT shall accrue interest at a rate equal to the lesser of 1½% (one and one half percent) per month or the maximum rate allowed by law, commencing one month after the date of the original invoice. WURX retains the right to lien property and materials according to local statutes, for all late or delinquent payments plus additional cost of liens and attorneys fees included. WURX is given a lien on any claims, causes of action or property benefited by WURX's services, for the unpaid sum provided herein, and for any unpaid costs advanced by WURX. Further, WURX shall have all general, possessory, retaining liens, and all special or charging liens known to common law.
11. WURX retains the right to all rebates, discounts, incentives, gratuities associated with their industry relations & any services provided.
12. The CLIENT agrees to limit the liability of WURX and any of WURX's employees or consultants to the CLIENT and Property Owner, for any actions, damages, claims, demands, judgments, losses, costs and expenses arising out of or resulting from negligent acts, errors or omissions of WURX, employees, or its consultants to the sum of \$25,000 or WURX's fee, whichever is greater.
13. In any litigation to enforce any term or provision of this Agreement or to collect any amount payable under this Agreement, all of WURX's litigation and collection expenses, witness fees, court costs, and attorney fees shall be paid by the CLIENT.
14. If the CLIENT institutes a suit against WURX because of any alleged failure to perform, error, omission or negligence and fails to recover on each claim for relief alleged, CLIENT agrees to pay WURX any and all costs of defense and standard billing rates, including reasonable attorney fees.
15. WURX shall not be liable for damages resulting from the action or inaction of government agencies, and WURX shall act only as an advisor in all government relations. Works associated with government comments shall be at standard rates as addition to scope.
16. If any field works or staking is damaged or destroyed other than by WURX, the cost of re-staking or repair shall be paid by CLIENT as extra work, provided such work is authorized by CLIENT, and WURX shall have no obligation to repair or replace absent such authorization.
17. If CLIENT or Property Owner disposes of real estate by sale or otherwise, the full amount remaining unpaid in the contract becomes due at once and payable at closing of such disposal.
18. This Agreement states the entire and integrated Agreement between the CLIENT and WURX and supersedes all prior or concurrent negotiations, representations or Agreements, either written or verbal. This Agreement may be amended only by written Agreement signed by both CLIENT and WURX.
19. Standard billing rates may be subject to change for projects that are active 12 months after the signed contract date.
20. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either WURX or CLIENT. WURX services are being performed solely for CLIENT benefit, and no third party shall have any claim against WURX because of this agreement, or performance or nonperformance of services. The CLIENT agrees to require similar provisions in all contracts with contractors, vendors, subcontractors, subconsultants, or other parties involved in the project to carry out the intent of this provision.
21. No unauthorized construction, demolition or action shall commence prior to issuance of plans and documents with final signature, seal, or approval, by Client, Engineer and appropriate agency or entity.
22. WURX will make every reasonable effort to complete services specified in accordance to the time requirements described in Agreement, and if not specified in a reasonably timely matter.
23. This Agreement shall be governed by the laws of the State of Wyoming.