

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of date of signed Agreement by Town of Saratoga ("Effective Date") between Town of Saratoga, Wyoming ("Owner") and ENGINEERING ASSOCIATES ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Saratoga Pedestrian Improvement ("Project").

Engineer's services under this Agreement are generally identified as follows ("Services"): See attached Scope of Services.

Owner's responsibilities under this Agreement are generally identified as follows: locate Town utilities; legal advertising; coordination with affected landowners.

Exclusions to this Agreement include detailed boundary survey or ROW establishment; geotechnical engineering; construction-phase services. We are happy to provide these services under an additional scope and fee if requested by Owner.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **As shown in Appendix 2**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be: **As shown in Appendix 2.**

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure

within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01.A, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any. Engineer's charges shall include efforts necessary to assemble and deliver project materials to Owner.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for

or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater. Upon written request from Owner, Engineer may negotiate a higher limitation of liability amount with a corresponding additional fee.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water

Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 – Scope of Services

Appendix 3 – Federal Provisions for Consultant Contracts

Appendix 4 – TAP Grant Agreement between WYDOT and Town of Saratoga

Appendix 5 – Engineering Associates SAM.gov Registration

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Saratoga, Wyoming

Engineer: **ENGINEERING ASSOCIATES**

Signed By: _____

Signed By: 

Print name: _____

Print name: Travis Conklin, PE

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 3/24/26

Professional Engineer License No.: WY PE 8165

Address for giving notices:

Address for giving notices:

PO Box 486

PO Box 1900

Saratoga WY 82331

Cody WY 82414

(307)-447-2882

(307) 587-4911

e.penner@saratogawyo.org

TravisCo@EAengineers.com

Appendix 1 -Engineer's Standard Hourly Rate

HOURLY BILLING RATE TABLE

POSITION/TITLE	EMPLOYEE NAME		HOURLY WAGE RATE	WYDOT ACCEPTED RATE
Accounting	Darci	Neal	\$38.00	\$120.00
Accounting	Shilo	Krebes	\$38.00	\$120.00
Accounting	Kim	DeAtley	\$46.00	\$145.00
Administrative Assistant	Cindy	Bartlett	\$24.88	\$75.00
Administrative Assistant	Jessica	McNeil	\$26.50	\$80.00
Administrative Assistant	Hannah	Little	\$28.81	\$90.00
Administrative Assistant/Tech 4/Marketing	Tamara	Wolfe	\$35.54	\$110.00
CAD Technician 4	Cassy	Stark	\$32.96	\$105.00
CAD Technician 4	Randy	Williamson	\$34.54	\$110.00
CAD Technician 5	Starla	Goodell	\$33.50	\$105.00
CAD Technician 5	Cody	Murray	\$30.00	\$95.00
Survey Technician 1	Traci	Wangen	\$28.50	\$90.00
Engineer 1	Kole	Schell	\$36.21	\$115.00
Engineer 1	Caleb	Maxey	\$44.88	\$140.00
Engineer 1	Carter	Baxter	\$46.50	\$145.00
Engineer 1	Michael	Hollister	\$32.00	\$100.00
Engineer 2	Lisa	Mallon	\$43.86	\$140.00
Engineer 4	Sean	Christensen	\$66.30	\$210.00
Engineer 4	Eric	Holfield	\$49.54	\$155.00
Engineer 4	Ian	Sporkin-Morrison	\$53.04	\$165.00
Engineer 4	F. Anthony	Barnett	\$51.03	\$160.00
Engineer 4	Bret	Reed	\$45.90	\$145.00
Engineer 4	Jed	Smith	\$49.47	\$155.00
Engineer 4	Matt	Peterson	\$51.98	\$165.00
Engineer 5	Craig	Kopasz	\$52.35	\$165.00
Engineer 5	Alexa	Carroll	\$50.00	\$160.00
Engineer 5	Robert	Overfield	\$70.00	\$220.00
Engineer-in-Training 1	Adam	Schalk	\$36.08	\$115.00
Engineer-in-Training 1	Tanner	Greig	\$34.68	\$110.00
Engineer-in-Training 1	Michael	Hollister	\$32.00	\$100.00
Engineer-in-Training 1	Ali	Bennett	\$33.00	\$105.00
Engineer-in-Training 1	Ashley	Rodriguez	\$31.00	\$95.00
Engineer-in-Training 2	Carter	Myers	\$41.64	\$130.00
Engineer-in-Training 2	Hannah	Myers	\$43.50	\$135.00
Engineer-in-Training 2	Levi	Wolfe	\$38.09	\$120.00
Engineer-in-Training 2	Lindsey	McKinney	\$48.73	\$155.00
Engineer-in-Training 2	Delaney	Harm	\$35.00	\$110.00
Geologist 3	Remelle	Burton	\$47.14	\$150.00
Intern	Gavin	Lawson	\$15.00	\$45.00
Intern	Karson	Brennan	\$21.00	\$65.00
Land Surveyor 1	Nicholas	Hummel	\$41.00	\$130.00
Land Surveyor 1	Luke	Mild	\$41.00	\$130.00
Land Surveyor 2/EN 1	Joseph	Messner	\$38.25	\$120.00
Land Surveyor 3	Kenneth	Huffman	\$42.62	\$135.00
Land Surveyor 3	Zane	Flowers	\$46.00	\$145.00
Land Surveyor 5	Thomas	Johnson	\$51.00	\$160.00
Technician 3	John	Haivala	\$36.44	\$115.00
Technician 3/RPR 3	Spencer	Sheffield	\$34.50	\$110.00
Technician 3/RPR 3	Kain	Baxter	\$33.15	\$105.00
Technician 4	Gary	Baughman	\$40.29	\$125.00
Technician 5	Jim	Flowers	\$40.80	\$130.00
Technician 5	Mike	Collier	\$36.72	\$115.00
Project Manager 1 /LS 2	Callie	Hilty	\$42.87	\$135.00
Project Manager 1/LS 2	Ken	Huffman	\$44.49	\$140.00
Project Manager 1/LS 3	Matt	Goodson	\$40.60	\$130.00
Project Manager 2/ LS 4	Joe	Feeley	\$70.00	\$220.00
Project Manager 2/ LS 5	Lyle	Casciato	\$53.04	\$165.00
Project Manager 1/EN 3	Andy	Patceg	\$47.00	\$150.00
Project Manager 2/EN 5	Travis	Conklin	\$62.22	\$195.00
Project Manager 2/ EN 5	Heath	Overfield	\$61.00	\$190.00
Project Manager 2/ EN 5	John	Wetstein	\$60.69	\$190.00
Project Manager 2/EN 5	Ken	Rathbun	\$75.00	\$235.00
Project Manager 2/EN 5	Erik	Wachob	\$53.55	\$170.00
Project Manager 2/EN 5	Dave	Engels	\$55.18	\$175.00
PM 2 / LS 4 / EN 5	Cody	Schatz	\$54.69	\$170.00

REIMBURSABLE EXPENSES BILLING RATE

ITEM	BILLING RATE
Lodging	At current CONUS per diem rate
Meals	At current CONUS per diem rate
Mileage (Meetings & Site Visits)	At current CONUS per diem rate

FY 2026 per diem highlights

We establish the per diem rates for the continental United States (CONUS), which includes the 48 contiguous states and the District of Columbia. Federal agencies use the per diem rates to reimburse their employees for subsistence expenses incurred while on official travel.

Federal per diem rates consist of a maximum lodging allowance component and a meals and incidental expenses (M&IE) component. The standard rate of \$178 (\$110 lodging, \$68 M&IE) applies to most of CONUS. For fiscal year (FY) 2026, there are 296 non-standard areas (NSAs) that have per diem rates higher than the standard rate

M&IE breakdowns for continental U.S. (CONUS)

The meals and incidental expense (M&IE) breakdowns in the table below are provided should federal travelers need to deduct meals furnished by the government or included in a registration fee from their M&IE allowance consistent with Federal Travel Regulation 301-11.18. Meals provided by a common carrier or a complimentary meal provided by a hotel/motel do not affect per diem (301-11.17).

M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
\$68	\$16	\$19	\$28	\$5	\$51.00
\$74	\$18	\$20	\$31	\$5	\$55.50
\$80	\$20	\$22	\$33	\$5	\$60.00
\$86	\$22	\$23	\$36	\$5	\$64.50
\$92	\$23	\$26	\$38	\$5	\$69.00

Lodging

\$110 per night (except in Cody and Jackson)

Mileage Reimbursement

\$0.725 per mile

Equipment Rentals

Actual Cost

ENGINEERING ASSOCIATES

APPENDIX 2 – SCOPE OF SERVICES

The foremost objective for our work is to provide construction plans and documents for construction phase work starting spring 2027 for the WYDOT Transportation Alternatives Program funding cycle. This deliverable will also include construction administration for construction phase services. Work will be completed in accordance with contractual obligations established between WYDOT and the Town as stipulated in Appendix 3. These dates presume Notice to Proceed issued by April 1, 2026.

Scope of work for the *not-to-exceed* engineering planning, study services, and construction phase services includes:

- PRELIMINARY ASSESSMENT PHASE
 - Review corridors for changes from previous preliminary investigation.
 - Scope includes design of curb, gutter, sidewalk, and driveway cuts at the following locations:
 - West Elm Avenue: 6-ft wide ADA-compliant multi-use pathway, beginning at Saratoga Middle/Highschool and ending at the intersection of South 3rd Street and West Elm Avenue, approximately 2,600-LF.
 - Asphalt Surface Improvements located on West Elm Avenue: Saratoga Elementary School bus pull-through, approximately 1,500-SF total.
 - Stormwater improvements along West Elm Avenue, including new culverts and inlets
 - Update estimated construction cost estimates
 - Kickoff meeting with Town Council and staff
 - Present current costs and alternatives
 - Prepare environmental report
 - Request Categorical Exclusion: in town limits, previously disturbed area
 - Report finalized June 2026
 - Execute Right-of-Way and Utility Certificate
 - Finalize June 2026

- DESIGN PHASE
 - Field survey of project corridor (spring 2026)
 - ROW boundary determination
 - Topographic survey with aerial drone imagery
 - Surface improvements, and buried utilities only where located through One-Call
 - Pavement surface and driveway approaches within ROW
 - Sidewalk design of selected route (begin spring 2026)
 - Compile existing site plan and ROW boundaries
 - Prepare proposed site plans
 - Prepare grading plans at intersections for ADA compliance
 - Depict typical sections and details
 - Identify areas where additional ROW may be required
 - Design review with Town at 65%, and 95%. (through September 2026)
 - Prepare project manual suitable for public bidding
 - Includes EJCDC contract documents, technical specifications
 - Includes bid schedule with engineer's estimate
 - See Final Phase, below

- FINAL PROJECT DESIGN PHASE
 - Package and deliver to the Town of Saratoga in electronic and paper formats:
 - Construction drawings
 - Project manual, 95%
 - May still need finalization of dates, easement / ROW acquisition, or other unknowns beyond the scope of this work.
 - Summary punch list identifying which items still need completion
 - Complete November 2026
 - This work supports submission of application for TAP funding by the Town of Saratoga to WYDOT for future construction.

ENGINEERING ASSOCIATES

- CONSTRUCTION PHASE
 - Provide assistance to the Town of Saratoga for construction administration:
 - Advertisement to contractors
 - Pre-Bid Meeting (December 2026)
 - Bid Opening (December 2026)
 - Provide recommendation to Town of Saratoga
 - Start Construction (May 2027)
 - Provide Construction Oversight and Administration for the Town
 - Resident Project Representative
 - Construction Surveying & Testing
 - Contract Management

EA proposes to perform the above Scope of Services on a time-and-materials basis, not to exceed \$171,000.00.