

**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**

22-446-250

- a. Effective Date of Task Order: December 20, 2024
- b. Owner: Town of Saratoga (Town)
- c. Engineer: Engineering Associates (EA)
- d. Specific Project (title): Saratoga Pedestrian Improvement Project
- e. Specific Project (description): Survey & Design for new sidewalk, curb & gutter, drive approaches and other associated work. ADA requirements will be implemented into design. Specific location of the project will be in two separate locations:
  - 1. W. Elm Ave from the Saratoga Middle High School (Elm & 7<sup>th</sup>) to the Saratoga Elementary School (Elm & 3<sup>rd</sup>);
  - 2. E. Bridge Ave from west side of WYDOT bridge to SE River, then south along SE River to Pic Pike, then east on Pic Pike to Arrowhead Dr.

**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:

- 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>Task #</u>	<u>Party</u>	<u>Action</u>	<u>Schedule</u>
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1	Engineer	Provide Preliminary Layout of proposed alignments based on direction from Town	On or before February 12, 2025
2	Engineer	Provide 70% Layout based on direction from the Town	On or before March 1, 2025
3	Engineer	Provide Final Design	On or before April 11, 2025

## 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
<del>a. Study and Report Phase (A1.01)</del>	<del>—\$</del>	<del>Standard Hourly Rate</del>
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$ 60,000	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>
<del>h. Other Services (see A1.08, and 2.D above)</del>		<del>Standard Hourly Rate</del>
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	<b>\$ 60,000</b>	<b>Standard Hourly Rate</b>
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:

- 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 January 7, 2025.

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

ENGINEER:  
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: Emery Penner

Name: Craig Kopasz, PE

Title: Director of Public Works

Title: Saratoga Office Manager

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Saratoga, WY 82331

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