

**ENGINEERING AND TECHNICAL SERVICES AGREEMENT
No. 15-WC-40-574**

**TASK ORDER NO. 2024-01
Embankment Measurements and Surveys**

This TASK ORDER is hereby attached to and made a part of Technical Services Agreement No. 15-WC-40-574, between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (RECLAMATION) and the CARBON WATER CONSERVANCY DISTRICT (DISTRICT), FOR ENGINEERING AND TECHNICAL SERVICES, hereafter referred to as ("AGREEMENT").

The purpose of this TASK ORDER is as follows: for the Embankment Measurement Points, Structural Measurement Points, and Settlement Plates Surveys to complete the requirement of the Schedule for Periodic Monitoring (L-23) at Scofield Dam – Scofield Project.

ARTICLE 1. SCOPE OF SERVICES

In accordance with the provisions of the AGREEMENT, Reclamation agrees to furnish to the District the following services, which include, but are not limited to:

Reclamation will provide a full and complete survey of the Embankment Measurement Points, Structural Measurement Points, and Settlement Plates at Scofield Dam.

ARTICLE 2. COMPENSATION

Compensation by the District to Reclamation will be as follows:

BUDGET

A budget amount of \$6,428.50 has been negotiated by the District and Reclamation for all work under this TASK ORDER from May 1, 2024, through December 31, 2024. Reclamation will make diligent efforts to complete the work contemplated within the budget.

Reclamation is not obligated to incur costs beyond the budget, as it may be adjusted, nor is the District obligated to pay Reclamation beyond these limits without modifications to this TASK ORDER or additional task orders being agreed to. If survey errors are detected by the engineering review staff of the Structural Behavior Group in Reclamation's Denver Office, requests would be forthcoming to re-survey the erroneous portions. Reclamation does not charge for additional surveying if Reclamation crew errors are detected.

DIRECT EXPENSES

Direct Expenses are those costs incurred on or directly for the work described in Article 1 including, but not limited to, necessary transportation costs, including current rates for

Reclamation vehicles; meals and lodging; auto rental; computer services; word processing services; telephone and communication charges; printing, binding, and reproduction charges; all costs associated with outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Reclamation.

ARTICLE 3. NOTICE TO PROCEED

Reclamation understands that the District will issue Notices to Proceed for this Task Order and each subsequent task. Reclamation will not proceed with any work unless the District has issued a Notice to Proceed.

OTHER PROVISIONS

The following provisions will apply to this Task Order:

The work covered in this Task Order is limited to the services outlined in Article 1. The Agreement is intended to permit the District, through the Secretary of the Interior, to enter into task orders with Reclamation if the District determines that such task orders are the most effective way of completing the project. There is no assurance that Reclamation will be tasked for any additional work. Separate notices to proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for subsequent phases will be developed in future task order(s) to the Agreement if Reclamation work is expanded into subsequent phases, prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

PRIVILEGED AND CONFIDENTIAL INFORMATION

Reclamation acknowledges that in performing the services related to this Task Order it may have access to privileged and confidential material(s) of the District. Reclamation agrees to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the District.

WORKING FILES

Reclamation will maintain files containing all work documentation including calculations, assumptions, interpretations or regulations, sources of information, and other raw data required in the performance of this Task Order. Reclamation will provide copies of the information contained in its working files to the District upon request of the District. Reclamation will provide the documentation that supports the invoice when the invoice is submitted to the District for payment.

CHANGES

The Parties may make changes, revisions or additions, (collectively hereinafter called "changes") in this Task Order by mutual agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the District of such changes and will request written disposition.

Reclamation will not proceed with any changes unless notified to proceed by the District.

The District may reduce subsequent work efforts and monies in this Task Order upon thirty (30) days' notice, in accordance with the provisions of the Agreement.

AUDIT

Reclamation agrees that at any time before, or after, final payment, the District may have Reclamation's, sub-consultant's, or suppliers' invoices and statements of cost audited. Any payment may be reduced by amounts found by the District not to constitute allowable costs as defined by **Part 31 – Contract Cost Principles and Procedures** of the Code of Federal Regulations (CFR) – Title 48 – Federal Acquisition Regulations.

IN WITNESS WHEREOF,

the parties execute this Task Order (2024-01) this 8th day of July, 2024.

CARBON WATER CONSERVANCY
DISTRICT

By: J-T DL

General Manager
BOARD CHAIR

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

By: Rick Baxter

Provo Area Office Manager

Digitally signed by RICK BAXTER
Date: 2024.07.05 17:05:26 -06'00'