



CITY OF GILLETTE CONTRACTOR'S APPLICATION FOR PAYMENT

DATE: 8-Jul-14
PERIOD: FINAL
APPLICATION FOR PAYMENT NUMBER: 3
CONTRACT DATE: Notice to Proceed 10-31-2011
PROJECT NUMBER: 07EN58 - Contract #3a

PROJECT NAME: Gillette Madison Pipeline Project - Enzi/Southern Utility Casing Project
OWNER: City of Gillette
CONTRACTOR: Hot Iron Inc.
PO Box 1067
Gillette, WY 82717-1067

ORIGINAL CONTRACT (Lump Sum Contract)		\$	61,956.44
TOTAL OF CHANGE ORDERS (C.O.#1 = \$13,500 for water-filled barrier.)		\$	13,500.00
REVISED CONTRACT		\$	75,456.44
STORED MATERIALS TO DATE	\$ 25,400.00	THRU PAY APP 1	
INCORPORATED INTO WORK	\$ (25,400.00)	THRU PAY APP 2	
SUB-TOTAL		\$	-
WORK COMPLETED TO DATE	\$ 75,456.44		
SUB-TOTAL		\$	75,456.44
RETAINAGE (for matls furnished & work completed)			
THRU PAY APPLICATION 2 (5%)	\$ 3,772.82	THRU PAY APP 2	
THRU THIS PAY APPLICATION 3 (0%)	\$ -	FINAL PAYMENT	
SUB-TOTAL		\$	3,772.82
RETAINAGE PAYMENT DUE THIS PERIOD		\$	3,772.82
SUB-TOTAL (MINUS RETAINAGE)		\$	75,456.44
LESS PREVIOUS PAYMENTS		\$	71,683.62
PAYMENT DUE THIS PERIOD		\$	3,772.82
BALANCE DUE AFTER THIS PAYMENT (5% Final Retainage Payment)		\$	-
PERCENT COMPLETED			100.0%

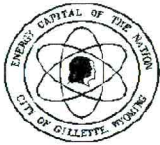
CONTRACTOR

7/8/2014

DATE

MICHAEL H. COLE, PE, UTILITY PROJECT MANAGER

7/8/2014
DATE



PAY REQUEST BUDGETING BREAKDOWN



Engineer: Hot Iron Inc.

Project Name: Gillette Madison Pipeline Project - Enzi/Southern Utility Casing Project

Project Number: 07EN58 - Contract #3a

Pay Request Number 3

<u>Account Number</u>		<u>Amount</u>
<u>301-4530-441-7411</u>		
<u>WWDC Grant</u>	<u>67%</u>	<u>\$2,527.79</u>
<u>PMTF (WWDC) Loan</u>	<u>33%</u>	<u>\$1,245.03</u>

TOTAL \$3,772.82

Retainage Number 3

<u>Account Number</u>		<u>Amount</u>
<u>301-4530-441-7411</u>		
<u>WWDC Grant</u>	<u>67%</u>	<u>\$0.00</u>
<u>PMTF (WWDC) Loan</u>	<u>33%</u>	<u>\$0.00</u>

TOTAL \$0.00

CITY OF GILLETTE CERTIFICATE OF FINAL COMPLETION

Project: Gillette Madison Pipeline Project

Enzi/Southern Drive Intersection - Utility Casing

Project No.: 07EN58 - Contract #3A

Date of Contract: October 20, 2011

Owner: City of Gillette

Contractor: Hot Iron Inc.

Engineer: City of Gillette / Morrison Maeirle, Inc.

This Certificate of Final Completion applies to:

X All Work under the Contract Documents:

The following specified portions:

December 10, 2011
Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be complete in accordance with the Contract Documents.

The project will be advertised according to W.S. 16-6-166, and the Affidavit on Behalf of the Contractor is attached to and made part of this Certificate

Executed by Contractor

7/9/2014
Date

Executed by Engineer

7/9/2014
Date

Executed by Owner

7/9/2014
Date

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: July 9, 2014

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the correspondence contract documents between the City of Gillette the Owner, and Hot Iron Inc. the Contractor, dated October 20, 2011.

for the Gillette Madison Pipeline Project; Enzi/Southern Dr. Intersection
Utility Casing; 07EN58 - Contract #3A
Project

And further declare that all bills, for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named contractor and used in the execution of the above contract have been fully paid, and that there are no unpaid claims or demands of State Agencies, sub-contractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said contractor under the above identified contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the contractor releases and forever discharges the Owner from any and all obligations and liabilities arising by virtue of said contract and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the Owner, arising out of or in any way relating to said contract and authorized changes.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the truth and statements contained therein.

North Star Energy & Construction, LLC on behalf of Hot Iron Inc.
Contractor

PO Box 3300

Address

July 9, 2014

Date

Gillette Wyoming 82717
City State Zip Code



Signed by

Contracts Admin

Title

Subscribed and sworn to before me this 9 day of July, 2014.

Rachelle E. Olea
Notary Public

My Commission Expires: April 21 2018



WARRANTY (Contractor)

Hot Iron Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Gillette Madison Pipeline Project; Enzi/Southern Drive Intersection - Utility Casing; Project No. 07EN58 - Contract #3A FOR A PERIOD OF **One Year** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF THE GILLETTE CITY COUNCIL. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of General Condition 13.07 have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the City of Gillette in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **ONE YEAR** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to CONTRACTOR that the City of Gillette intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the City begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the City Engineer of the City of Gillette, and is declared to be an event which renders advance notice contrary to the health, safety or welfare of the residents of the City of Gillette. In case the City Engineer finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the City of Gillette for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the one year period specified above if the City sent notice as provided above within the one year period or, in the case of any emergency as provided above if the City actually began work on the improvement within the one year period.

CONTRACTOR and the City of Gillette agree and acknowledge that this Agreement is the consideration for acceptance by the City of Gillette of the Project improvements for maintenance by the City of Gillette including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for Gillette Madison Pipeline Project; Enzi/Southern Drive Intersection - Utility Casing; Project No. 07EN58 - Contract #3A.

DATED this 9 day of July, 2014

North Star Energy & Construction, LLC on behalf of Hot Iron Inc.
CONTRACTOR (COMPANY NAME)

[Signature] contracts Admin
SIGNATURE (TITLE)

STATE OF WYOMING }
 }
COUNTY OF CAMPBELL }

SS

The foregoing instrument was acknowledged before me by Todd Kroger,
this 9th day of July, 2014

Witness my hand and official seal



My commission Expires: April 21 2018

Rachelle E. Olea
Notary Public

APPROVED BY CITY OF GILLETTE

MAYOR, CITY OF GILLETTE

ATTEST:

GILLETTE CITY CLERK