



**CITY COUNCIL AGENDA**  
**COUNCIL CHAMBERS, 201 E. 5TH STREET**  
**CITY OF GILLETTE**  
**Tuesday, February 19, 2019**  
**7:00 PM**

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- A. Call to Order.**
- B. Invocation and Pledge of Allegiance.**
  - 1. Invocation Led by Pastor Mike Wilson of New Life Wesleyan Church.**
- C. Approval of General Agenda.**
- D. Approval of Consent Agenda.**

(All items listed will be enacted by one motion unless a request is made for discussion by any member of the Audience or Council, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the Agenda).

**1. Minutes**

- a. Pre-Meeting - February 5, 2019**
- b. Regular Meeting - February 5, 2019**
- c. Executive Session - February 5, 2019**
- d. Work Session - February 12, 2019**
- e. Executive Session - February 12, 2019**

**2. Ordinance 3rd Reading - Consent**

- a. An Ordinance Providing for the Vacation of the 10 Foot Wide Utility Easement that is Contained Entirely Within Tract 1-A of the Powder Basin Center Subdivision, and a Partial Vacation of a 20 Foot Wide Easement Within the Powder Basin Center Subdivision, as Shown on Exhibit "A" Map, in the City of Gillette, Wyoming, Subject to All Planning Requirements.**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

- b. An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Located in Lots 1-2, Block 4 and Lots 1-5, Block 3 Westover Hills Subdivision Phase I, Lot 3A, Block 4 Westover Hills Subdivision Phase I and Lot 1 of the Davis Chevrolet Subdivision to the City of Gillette, Wyoming, Subject to all Planning Requirements.**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

**3. Ordinance 2nd Reading - Consent**

**4. Bills and Claims**

- a. Bills and Claims**

Staff Reference: Michelle Henderson, Finance Director

**5. Other - Consent**

- E. Approval of Conflict Claims.**

1. **Council Member Carsrud - \$30.90**

Staff Reference: Michelle Henderson, Finance Director

2. **Mayor Carter-King - \$677.44**

Staff Reference: Michelle Henderson, Finance Director

**F. Comments.**

1. Council
2. Written
3. Public
4. Other - Comments

**G. Unfinished Business.**

1. Ordinance 2nd Reading.
2. Ordinance 3rd Reading.
3. Other.

**H. New Business.**

1. **Minute Action**

- a. **Council Consideration of a Memorandum of Understanding with the Campbell County Parks and Recreation Department for City Pool Operations for the 2019 Season.**

Staff Reference: Michael H. Cole, P.E., Utilities Director

- b. **Council Consideration of a Bid Award for the 2018 Sanitary Sewer Main Replacement to Mountain View Building, Inc., in the Amount of \$548,628.00 (1% Project).**

Staff Reference: **MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services Director

- c. **Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the 2018 Sanitary Sewer Main Replacement Project with DOWL in the Amount of \$79,790.00 (1% Project).**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

- d. **Council Consideration for the Acceptance of Development Improvements for the Prestige Park Project, Installed by Mountain Peak Builders on Behalf of the Developer, Prestige Park LLC.**

Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director

- e. **Council Consideration of a Bid Award for the City Hall HVAC Pad Repair Project to Hladky Construction in the Amount of \$88,900.00.**

Staff Reference: Ry Muzzarelli, P.E., Development Services Director

- f. **Council Consideration of a Professional Services Agreement for Construction Management Associated with the City Pool Parking Lot Improvements Project, with DOWL, in the Amount of \$114,260.00 (1% Project).**

Staff Reference: **MAP/VIDEO** - Ry Muzzarelli P.E., Development Services Director

- g. **Council Consideration for the Acceptance of Public Improvements for the Special Improvement District #52 Interstate Industrial Park Local Improvement District (L.I.D.) and Street Improvements Project, Installed by DRM, Inc., in the Amount of \$3,522,782.73 (1% Project).**

Staff Reference: **MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services Director

- h. **Council Consideration of a Resolution Authorizing the Submission of an Application Form to the Federal Emergency Management Agency for a Grant Through the Hazard Mitigation Program on Behalf of the Governing Body for the City of Gillette, Wyoming, for the Purpose of Funding the Dalbey Park Emergency Spillway Improvements Project in the Amount of \$425,008.00.**

Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director



- i. **Council Designation of First Northern Bank of Wyoming as an Additional Bank Depository for Public Funds of the City of Gillette for the Calendar Year 2019.**

Staff Reference: Michelle Henderson, Finance Director

- j. **Council Consideration of a Joint Resolution Between the City of Gillette, Campbell County, and the Town of Wright, Allocating Remaining BFY15/16 Funding Associated with the County Wide Consensus Block Grant Program.**

Staff Reference: Patrick G. Davidson, City Administrator; Michelle Henderson, Finance Director

## **2. Ordinance 1st Reading.**

- a. **An Ordinance Approving and Authorizing an Amendment to Ordinance 3661 and Associated Villas at Legacy Ridge Plat to be Known as the Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I, to the City of Gillette, Wyoming, Subject to all Planning Requirements.**

Staff Reference: **MAP** - Ry Muzzarelli, P.E., Development Services Director

## **3. Appointments**

### **I. Public Hearings and Considerations**

1. **A Public Hearing to Consider the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Winery Satellite, and Resort Licenses, and Special Malt Beverage Permits, for the 2019-2020 Liquor Licensing Period.**

Staff Reference: Michelle Henderson, Finance Director

2. **Council Consideration for the Renewal of Retail Licenses for the 2019-2020 Liquor Licensing Period.**

Staff Reference: Michelle Henderson, Finance Director

3. **Council Consideration for the Renewal of a Microbrewery License for the 2019-2020 Licensing Period to Gillette Brewing Company, Contingent Upon Meeting Production Requirements as Dictated by the Wyoming Liquor Division and Wyoming State Statute.**

Staff Reference: Michelle Henderson, Finance Director

4. **Council Consideration for the Renewal of Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Winery Satellite, and Resort Licenses, and Special Malt Beverage Permits for the 2019-2020 Liquor Licensing Period.**

Staff Reference: Michelle Henderson, Finance Director

5. **A Public Hearing to Consider Allowing Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery, Winery, or Winery Satellite Licensed Building for the Liquor Licensing Period April 1, 2019 to March 31, 2020.**

Staff Reference: Michelle Henderson, Finance Director

6. **Council Consideration to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery, Winery, or Winery Satellite Licensed Building for the Liquor Licensing Period April 1, 2019 to March 31, 2020.**

Staff Reference: Michelle Henderson, Finance Director

### **J. Executive Session**

### **K. Adjournment**

#### **MAYOR**

**Louise Carter-King**

#### **COUNCIL MEMBERS BY WARDS**

##### **WARD 1**

**Bruce Brown  
Shawn Neary**

##### **WARD 2**

**Billy Montgomery  
Timothy Carsrud**

##### **WARD 3**

**Shay Lundvall  
Nathan McLeland**

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**DATE:** 2/19/2019 7:00:00 PM

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**SUBJECT:**

Invocation Led by Pastor Mike Wilson of New Life Wesleyan Church.

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

<a href="#">Click to download</a>
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No Attachments Available
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**DATE:** 2/19/2019 7:00:00 PM

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**SUBJECT:**

Pre-Meeting - February 5, 2019

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

Click to download

☐ [Pre-Meeting - February 5, 2019](#)

A Pre-Meeting of the City Council was held on Tuesday the 5th day of February 2019.

Present were Councilmen Brown, Carsrud, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson; City Attorney Reyes; Directors Aguirre, Cole, Henderson, Muzzarelli, and Wilde; Managers Palazzari and Toscana; and City Clerk Staskiewicz.

**Warm Up Items**

Mayor Carter-King welcomed Commissioner DG Reardon to the meeting. Councilman Brown thanked Gillette College for the invitation to attend the City/County Day Pronghorn basketball games and congratulated them on their win.

Mayor Carter-King informed Council that the design, for the four (4) additional softball fields at the Energy Capital Sports Complex, is a mirror image of the existing fields and will not need to be re-engineered or re-designed in order to proceed with the bid process. Council agreed to proceed with the bid process for the new fields.

**Introduction of Citizen Advisory Board Members**

City Administrator Davidson introduced Robert Quintana as Staff’s recommendation for the Campbell County Joint Powers Public Land Board, and Lance Walker for the Public Works and Utilities Advisory Committee. Both men were thanked for their willingness to serve on their respective board.

**Undoing Racism Workshop Request**

Carol Seeger, Chairperson for the Wyoming Humanities Council, presented information regarding a Workshop, offered by the People’s Institute for Survival and Beyond, called “Undoing Racism”. The Humanities Council requested that the City provide \$1,500 to help offset some of the Workshop costs. The April 10th-12th workshop is limited to 40 attendees, and the Humanities Council is planning to offer an open forum to the public with a panel made up of the workshop attendees. The Council agreed to fund \$1,500 to the College Foundation to help offset costs of the workshop.

**Budget Calendar Review**

Finance Director Henderson gave an overview of the upcoming budget calendar and explained the budget approval process.

**Review February 5th Council Agenda**

The group reviewed the upcoming agenda items.

**Executive Session**

Councilman Neary made a motion to move into an Executive Session to discuss personnel and real estate; seconded by Councilman Carsrud. All voted aye. The motion carried.

**Adjournment**

There being no further business to come before the Council, the meeting adjourned at 6:39 p.m. An audio recording of this meeting is available in the City Clerk’s Office.

(S E A L)

ATTEST:

\_\_\_\_\_  
Cindy Staskiewicz, City Clerk

\_\_\_\_\_  
Louise Carter-King, Mayor

Publish date: February 13, 2019



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**DATE:** 2/19/2019 7:00:00 PM

---

**SUBJECT:**

Regular Meeting - February 5, 2019

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

Click to download

☐ [Regular Meeting - February 5, 2019](#)

A meeting of the City Council was held on Tuesday the 5th day of February 2019.

Present were Councilmen Brown, Carsrud, McLeland, Montgomery, Neary and Mayor Carter-King; City Administrator Davidson; City Attorney Reyes; Directors Cole, Henderson, Muzzarelli and Wilde; Managers Palazzari and Toscana; and City Clerk Staskiewicz.

### **Invocation and Pledge of Allegiance**

The Invocation was led by Pastor Dan Knust of High Plains Community Church. The Pledge of Allegiance was led by the Sage Valley Junior High School Student Council.

### **Approval of General Agenda**

Councilman Montgomery made a motion to approve the General Agenda; seconded by Councilman McLeland. All voted aye. The motion carried.

### **Approval of Consent Agenda**

Special Meeting – January 11, 2019; Executive Session – January 11, 2019; Special Meeting – January 12, 2019; Executive Session – January 12, 2019; Pre-Meeting – January 15, 2019; Executive Session – January 15, 2019; Regular Meeting – January 15, 2019; Work Session – January 22, 2019.

### **Ordinance 2nd Reading - Consent**

#### **ORDINANCE 19-01**

**AN ORDINANCE PROVIDING FOR THE VACATION OF THE 10 FOOT WIDE UTILITY EASEMENT THAT IS CONTAINED ENTIRELY WITHIN TRACT 1-A OF THE POWDER BASIN CENTER SUBDIVISION, AND A PARTIAL VACATION OF A 20 FOOT WIDE EASEMENT WITHIN THE POWDER BASIN CENTER SUBDIVISION, AS SHOWN ON EXHIBIT “A” MAP, IN THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.**

#### **ORDINANCE 19-02**

**AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP OF THE CITY OF GILLETTE, WYOMING, FOR PROPERTY LOCATED IN LOTS 1-2, BLOCK 4 AND LOTS 1-5, BLOCK 3 WESTOVER HILLS SUBDIVISION PHASE I, LOT 3A, BLOCK 4, WESTOVER HILLS SUBDIVISION PHASE I AND LOT 1 OF THE DAVIS CHEVROLET SUBDIVISION TO THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS**

### **Bills and Claims**

Action Energy Services LLC, 240.79; Adecco Employment Services, 710.64; Advanced Communications Technology, 14,040.00; AlSCO, 1,601.31; Altec Industries Inc, 229.29; Altisource, 200.00; Alyshia Vigil, 20.00; AM Signal Inc, 12,425.16; American Public Power Association, 15,936.30; American Water Works, 1,995.00; American Welding & Gas Inc, 29.96; Anixter Power Solutions, 34,753.76; Architectural Specialties LLC, 1,390.45; Arete Design Group, 1,234.90; Arrow Printing And Graphics Inc, 174.00; Ashton Estates LLC, 22.59; Assure Co Risk Management & Regulator Compliance, 350.00; AT&T Mobility National Accounts, 4,469.82; AVP Consulting LLC, 48.78; Bachtold, Harold, 404.45; Bailey, Phillip & Megan, 204.58; Baldwin, Randie, 300.68; Barry, Sean & Heidi, 209.07; Bartel, Scott, 77.53; Benitez, Laura, 200.25; Besel, Leonard, 200.35; Best Best & Krieger LLP, 216.00; Big D Sanitation, 500.00; Big Horn Tire Inc, 2,112.60; Bighorn Hydraulics Inc, 397.65; Billings Orthodontics, PLLC, 170.72; Black Hills Energy, 23,496.93; Black Hills Power & Light, 66,356.20; Black Hills Power & Light, 3,364.80; Black Hills Power & Light, 167,419.00; Black Hills Power & Light, 242,141.70; Black Hills Wyoming LLC, 452,551.37; Black Hills Wyoming LLC, 164,495.45; Bland, Doreana, 171.00; BLM Companies LLC, 169.63; Blue Cross Blue Shield Of Wyoming, 103,782.55; Blue Cross Blue Shield Of Wyoming, 110,002.60; Blue Cross Blue Shield Of Wyoming, 48,812.93; Boothill, 582.50; Border States Electric, 60,696.66; Bradley Taylor, 250.00; Burns And McDonnell Corporation, 98,955.13; Campbell County Chamber Of Commerce, 3,613.75; Campbell County Coordinated Benefits Trust, 2,985.37; Campbell County Coordinated Benefits Trust, 136.25; Campbell County Hospital District, 1,750.00; Campbell County Hospital District, 751.50; Campbell County Landfill, 62,196.75; Campbell County Public Health, 4,775.00; Campbell County Senior Citizen Center, 1,141.00; Campbell County Sheriff, 250.00; Centurylink, 186.01; Centurylink, 2,350.48; Charlie Wille, 100.00; Charter Media, 406.80; Cindy Bren, 100.00; City Cab Company, 12.00; City Of Gillette - Petty Cash, 27.00; Collection Professionals Gillette, 458.62; Collins Communications Inc, 176.42; Conner, Audrie, 179.73; COP Wyoming LLC, 3,207.73; Craig Furman, 100.00; Crescent Electric Supply, 608.24; Croell Inc, 451.25; Crum Electric Supply Company, 1,021.17; Dana Kepner



Company Inc, 30,960.00; Dave Lueras, 100.00; David Mills, 150.00; Debra Semple, 1,436.00; Delta Dental Of Wyoming, 17,473.59; Department Of Energy, 52,722.63; DEG-SHWM Div/Storage Tank Prgm, 400.00; Desert Mountain Corporation, 65,789.23; DOWL LLC, 9,491.00; DRM Inc, 16,195.13; Elemech Inc, 24,230.00; Elizabeth Cockrum, 243.80; Employment Testing Services Inc, 662.00; Encodeplus, LLC, 15,535.00; Energy Capital Economic Development, 500.00; Energy Laboratories Inc, 1,258.25; Energy Share Of Wyoming, 332.36; Entenmann Rovin Company, 118.00; Eric Vos, 100.00; Eurofins Eaton Analytical Inc, 500.00; Express Scripts Inc, 35,896.11; Express Scripts Inc, 58.08; Express Scripts Inc, 14.80; Falcon Environmental Corporation, 4,774.96; Fannie Mae, 200.00; Fedex, 754.26; Felipe Velasquez, 50.00; Flagshooter LLC, 302.98; Frandson Safety Inc, 210.00; Galls, An Aramark Company, 207.80; Garry Ginn, 100.00; Gary Darlow, 100.00; Gillette Contractors Supply Inc, 851.52; Gillette Main Street, 15,000.00; Gillette Steel Center, 184.00; Gonzales, Francisco, 99.97; GW Construction, LLC, 3,737.50; Hawkins Inc, 8,316.00; HDR Inc - US Engineering Accounts Receivable, 9,534.38; Heritage Village Water & Sewer District, 4,254.92; HillCrest Spring Water Inc, 180.00; Hillyard Inc, 361.28; Holly Schmitt, 1,529.22; Homax Oil, 44,967.89; Home Fire Foods, 692.00; Inland Truck Parts, 3,097.30; International Institute Of Municipal Clerks, 110.00; Interstate Companies Inc, 266.79; Irizarry, Christine, 22.56; ISC Inc, 71,222.40; Jack's Truck Center Inc, 3,780.61; Jakes Tavern, 5.35; James Eckardt, 980.00; Jane Stearns M.S. LPC, 1,375.00; Jason Materi, 15.00; Jeff Connor, 2,000.00; Jim's Heating AC And Refrigeration, Inc, 1,247.40; JLC Sign Systems Inc, 199.40; Jo-Bawb's BBQ, LLC, 72.65; Kaseya US LLC, 13,327.18; King, Kent, 36.42; Knight, James, 142.24; Knopp, Bailey, 13.09; KOIS Brothers Equipment Company, 940.35; Kolter Izatt, 720.00; Ladonna Hatch, 125.00; LaLauana, Forrest, 147.40; LEB Inc, 119.96; Likewise, Krista, 120.80; Loan Care, 128.77; Longest, Brinden, 200.00; Longest, Brinden, 92.21; MacDonald, Christopher, 75.51; Machine Products Inc, 1,125.00; Madrid, Laurence, 113.35; Manning Wrecker Service LLC, 200.00; Martinek, Curtis, 200.00; Maynard, Loretta, 230.73; Maynard, Loretta, 250.41; McFarlin, Susan & Glen, 17.16; MCM General Contractors, 88,335.70; MCRL, LLC, 425.19; Michael Tiefenthaler, 15.00; MII Life Insurance, Incorporated, 283.41; MII Life Insurance, Incorporated, 1,814.51; MII Life Insurance, Incorporated, 1,854.89; Mikelah Williams, 150.00; Miller, Rachel, 200.00; Miller, Wanda, 30.44; Moore, Christopher, 200.00; Morrison Maierle Inc, 7,660.25; Mountain States Pipe & Supply, 22,572.00; N-Con Systems Company, Inc, 4,398.87; News Record, 2,851.00; Norco Inc, 3,139.48; North Park Transportation, 424.93; One Call Of Wyoming Copr, 111.75; O'Nolan, Cheri, 67.66; Outliers Creative, LLC, 1,300.00; Paintbrush Sewer & Drain, 120.00; Park Plaza MHC LLC, 148.43; Partner Software Inc, 23,000.00; Paul Blinkinsop, 500.00; PCA Engineering Inc, 1,955.36; Peyrot, Brittini, 107.29; Pinkerton Consulting & Investigation, 284.30; Pinnacle Bank, 68.49; Pokeys BBQ, 837.50; Pollardwater.Com East, 509.23; Postal Pros Southwest Inc, 4,120.90; Powder River Energy Corporation, 8,626.17; Powder River Heating & Conditioning Corporation, 6,192.55; PRBSHRM, 35.00; Prime Rib Restaurant, 8,446.00; ProElectric Inc, 75,575.41; Railroad Management Co LLC, 3,176.09; Record Supply Inc NAPA, 300.42; RFC LLC, 157.96; RFC, LLC, 271.44; Robert G Rosenberg, 947.00; Roberta Thwreath, 465.85; RT Communications Inc, 4,600.00; S & S Builders, 12,475.00; S & S Builders, 30,774.18; Samantha Hoffman, 220.00; Sandra Cross, 10.00; Schutz Foss Architects PC, 1,960.00; Shane Schultz Plumbing & Heating, 1,205.00; Shawn Franklin, 73.42; Shawn L Haight, 146.00; Shay Follum, 505.00; Silas Fitzsimmons, 50.00; Sioux Falls Children's Home Society, 900.00; Skaggs Companies Inc, 1,304.95; Small, Kevin, 212.26; Source Office Products, 4,319.20; South Fork Apartments, LLC, 68.55; Southern Computer Warehouse, 303.33; Spring Creek Designs, 50.00; Steele And Steele Of Wyoming, 2,142.25; Steven K McManamen Attorney At Law, 200.00; Steven K McManamen Attorney At Law, 124.99; Stewart, Dafondeau, 200.00; Stoddard, Corinne, 57.12; Stuart C Irby Co, 171.30; Suzi's Trophies & Awards, 25.40; Tami Waldner, 564.00; Team Laboratory Chemical Corporation, 1,695.00; Terra Evans, 100.00; That Embroidery Place, 48.00; Thomas Englehaupt, 100.00; Tim Carsrud, 30.90; Titan Machinery Inc, 688.11; TJ Electric LLC, 800.00; TW Enterprises Inc, 2,236.40; UMB Bank, 63,904.72; Verizon Wireless, 49.14; Verizon Wireless, 1,388.10; Verizon Wireless, 3,605.29; Wal-Mart, 50.00; Wal-Mart, 45.45; Waste Connections, Inc., 523.95; Wausau Equipment Company Inc, 1,349.87; Waylon Rader, 25.00; Wesco Receivables Corp, 55,390.09; Western Waste Solutions Inc, 3,960.00; Woodard, Zach, 201.82; WWG & PCA Assoc, 380.00; Wyoming Association Municipalities, 675.00; Wyoming Department Of Health, 936.00; Wyoming Dept Of Transportation, 2.00; Wyoming Dept Of Transportation, 2,644.99; Wyoming Law Enforcement Academy, 90.00; Wyoming Machinery Co, 382.79; Wyoming Marine, 12,355.44; Wyoming Secretary Of State, 60.00; Wyoming State Board Of Veterinary Medicine, 50.00; Wyoming Supreme Court, 8,211.94; WYOSTAR, 4,645.80; Xerox Corporation, 67.97; Zane Fichter, 100.00; Zions Bank, 104,284.00

Councilman Carsrud made a motion to approve the Consent Agenda; seconded by Councilman Montgomery. All voted aye. The motion carried.

#### **Approval of Conflict Claims**

Councilman Montgomery made a motion to approve a conflict claim for Councilman Carsrud in the amount of \$30.90; seconded by Councilman Brown. Brown, McLeland, Montgomery, Neary, and Mayor Carter-King voted aye. Councilman Carsrud abstained. The motion carried.

Councilman Carsrud made a motion to approve a conflict claim for Mayor Carter-King in the amount of \$772.40; seconded by Councilman Montgomery. Brown, Carsrud, McLeland, Montgomery, and Neary voted aye. Mayor Carter-King abstained. The motion carried.

### **Comments**

Council – Councilman Carsrud expressed appreciation to the snow removal crews for their long hours and dedication to snow removal.

Public Comments - Bill Fortner addressed the Council with concerns regarding the upcoming waste water rate increases.

### **Other - Comments**

The Mayor and Council recognized the 4th Quarter P.R.I.D.E. Award recipients, Keli Mills and Leslee Clements, Judicial Division.

The Mayor and Council recognized Michael Garner, Utilities Department, for 30 years of service to the City of Gillette.

Communications Manager Palazzari gave a video presentation of past and future community events.

### **New Business**

#### **Minute Action**

Councilman Carsrud made a motion to approve a Memorandum of Understanding for agreement on shared road maintenance between the City of Gillette and Campbell County, updated February 2019; seconded by Councilman Montgomery. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Carsrud made a motion to authorize the Mayor to sign Amendment No. 2 of the Telecommunications Right of Way Use Agreement between the City of Gillette and Visionary Communications, Inc.; seconded by Councilman Brown. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Montgomery made a motion to authorize the Mayor to sign Amendment No. 3 of the Telecommunications Raceway Lease Agreement between the City of Gillette and Visionary Communications, Inc.; seconded by Councilman Neary. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Carsrud made a motion to approve a bid award for the Dalbey Park to Gillette College Pathway – Phase 1 Project to Hladky Construction, in the amount of \$547,000 (WYDOT TAP Grant and 1% Project); seconded by Councilman Neary. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Montgomery made a motion to approve a bid award for the City Pool Parking Lot Improvements Project to Powder River Construction, Inc., in the amount of \$648,768 (1% Project); seconded by Councilman Carsrud. Administrator Davidson explained that the project includes the removal and replacement of the entire existing lot, rebuilding the failing retaining wall at the south end of the lot, adding a raised sidewalk for pool access, and the replacement of a water line adjacent to the lot on Gillette Avenue. Work also includes removal of several trees, irrigation and storm drainage work, relocation of the lot's lighting, and a drop off lane near the pool's entrance; the missing pathway from the tank will also be included. All voted aye. The motion carried.

Councilman Neary made a motion to authorize the Mayor to sign an Amendment to the 2012 Tyler Software License Agreement to purchase additional licenses for the Tyler Incode Court Software in the amount of \$74,455; seconded by Councilman Montgomery. All voted aye. The motion carried.

### **Appointments**

Councilman Montgomery made a motion to appoint Mayor Louise Carter-King as the voting delegate and Councilman Nathan McLeland as the alternate voting delegate for the 2019 Wyoming Association of Municipalities (WAM) winter conference (February 20-22, 2019); seconded by Councilman Brown. All voted aye. The motion carried.

Councilman Montgomery made a motion to appoint Robert Quintana to the Campbell County Joint Powers Public Land Board for one (1) partial term, expiring on June 30, 2021; seconded by Councilman Neary. All voted aye. The motion carried.

Councilman Montgomery made a motion to appoint Lance Walker to the Public Works & Utilities Advisory Committee for one (1) partial term, expiring on December 31, 2020; seconded by Councilman Brown. All voted aye. The motion carried.

Councilman Montgomery made a motion to appoint Councilman Shay Lundvall to the Higher Education Task Force for one (1) partial term, expiring on December 31, 2020; seconded by Councilman Carsrud. All voted aye. The motion carried.

Mayor Carter-King made a motion to appoint Councilman Billy Montgomery to the Campbell County Juvenile Services Board for one (1) partial term, expiring on June 30, 2020; seconded by Councilman Neary. Brown, Carsrud, McLeland, Neary, and Mayor Carter-King voted aye. Councilman Montgomery abstained. The motion carried.

**Adjournment**

There being no further business to come before the Council, the meeting adjourned at 7:45 p.m. The next regularly scheduled meeting will be held on February 19, 2019, Council Chambers, City Hall.

This meeting can be viewed in its entirety at <http://www.gillettewy.gov/CityCouncilVideos.html>. Minutes can be viewed at <http://www.gillettewy.gov/CityCouncilMinutes.html>.

(S E A L)

ATTEST:

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Louise Carter-King, Mayor

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Cindy Staskiewicz, City Clerk

Publication Date: February 13, 2019



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**DATE:** 2/19/2019 7:00:00 PM

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**SUBJECT:**

Executive Session - February 5, 2019

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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No Attachments Available
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**DATE:** 2/19/2019 7:00:00 PM

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**SUBJECT:**

Work Session - February 12, 2019

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

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☐ [Work Session - February 12, 2019](#)

A Work Session Meeting of the City Council was held on Tuesday the 12th day of February 2019.

Present were Councilmen Brown, Carsrud, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; Administrator Davidson; Attorney Reyes; Directors Cole, Henderson, Muzzarelli, and Wilde; Lt. Deaton; Managers Palazzari and Toscana; and City Clerk Staskiewicz.

### **Warm Up Items**

City Attorney Reyes informed Council of a request from the Campbell County Prevention Council to modify Gillette City Code 3-6, regarding “Endangering the Welfare of a Minor”, by changing the title of the section to “Social Host”. The Prevention Council feels that the name change would clarify that anyone hosting a party could be held responsible if minors were present and consuming alcohol. Mayor Carter-King clarified that the current City Code has the provision to hold the host responsible, the Code change would only change the title of the section. Mr. Reyes is meeting with the Prevention Council on February 25th, and will bring a recommendation to City Council. Mr. Reyes stated that it would be a good time to clean up any inconsistencies that may exist in the Code, while incorporating the Prevention Council’s title change request.

### **Annual Liquor Compliance Update**

City Administrator Davidson reminded Council that the Gillette Police Department annually presents compliance statistics to the City Council, prior to the renewal of liquor licenses, which will be brought before Council for consideration at the February 19th Council meeting. Lt. Deaton of the Gillette Police Department reported that there were only two (2) compliance failures of serving alcohol to a minor in 2018. Due to the low number of infractions, the Police Department does not have any concerns regarding the consideration of the upcoming liquor license renewals.

### **Review February 19th Agenda**

The group reviewed the upcoming agenda items.

### **Executive Session**

Councilman Carsrud made a motion to move into an Executive Session to discuss Real Estate; seconded by Councilman Neary. All voted aye. The motion carried.

### **Use of Force Simulator Demonstration**

The meeting relocated to the City Hall sally port police simulator room for a demonstration of the police simulator TI Training Software.

### **Adjournment**

There being no further business to come before the Council, the meeting adjourned at 7:12 p.m.

---

Louise Carter-King, Mayor

(S E A L)

ATTEST:

---

Cindy Staskiewicz, City Clerk

Publish: February 20, 2019



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

---

**SUBJECT:**

Executive Session - February 12, 2019

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

**ATTACHMENTS:**

Click to download
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No Attachments Available
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201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

An Ordinance Providing for the Vacation of the 10 Foot Wide Utility Easement that is Contained Entirely Within Tract 1-A of the Powder Basin Center Subdivision, and a Partial Vacation of a 20 Foot Wide Easement Within the Powder Basin Center Subdivision, as Shown on Exhibit "A" Map, in the City of Gillette, Wyoming, Subject to All Planning Requirements.

**BACKGROUND:**

Ordinance 1st Reading: 7/0

Ordinance 2nd Reading: 6/0 (Councilman Lundvall absent)

During review of the Marshall's Commercial Site Plan, one 10 foot wide easement was identified as having no utilities located within, and another 20 foot wide easement into the Marshall's building. Staff recommended that the easements be vacated so the property is not encumbered with unnecessary easements.

This case was approved by the Planning Commission during their January 8, 2019, meeting with a vote of 5/0.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move to Approve an Ordinance to Vacate a 10 foot wide easement and a portion of a 20 foot wide easement located in the Powder Basin Center Subdivision, to the City of Gillette, Wyoming, Subject to all Planning Requirements on Third and Final Reading.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

☐ [PC Meeting Minutes 01/08/2019](#)

<input type="checkbox"/> <a href="#">Planning Requirements</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>
<input type="checkbox"/> <a href="#">Ordinance</a>

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
City Council Chambers ~ City Hall  
January 8, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Brenda Green, Trevor Matson, and Ted Jerred.

Commission Members Absent: Sheryl Martin, and Jennifer Tuomela

Staff Present: Annie Mayfield, Planning and GIS Manager; Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

Chairman Nielsen called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Brenda Green to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of November 13, 2018. Ted Jerred seconded the motion. Motion carried 5/0.

18.032V-VACATION-  
Tract 1-A & 1-B Powder  
Basin Center  
Subdivision

The owner, TKG Powder Basin LLC is seeking approval to vacate a 10 foot wide easement and a portion of a 20 foot wide easement located in the Powder Basin Subdivision.

During review of the Marshall's Commercial Site Plan, one 10 foot wide easement was identified as having no utilities located within, and another 20 foot wide easement into the Marshall's building. Staff recommended that the easements be vacated so the property is not encumbered with unnecessary easements.

Meredith Duvall said the city had received two inquiries from the public regarding the case, seeking general information on what the case was about only.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. There being no further comments or questions, Vice-Chair Reardon made a motion to approve the case, Brenda Green seconded the motion. Motion carried 5/0.

OLD BUSINESS

None

NEW BUSINESS

Clark Sanders said there was one upcoming case for the January 22, 2019 meeting. The February 12, 2019, meeting will be canceled.

ADJOURNMENT

The meeting adjourned at 7:27 p.m.

Minutes taken and prepared by Jill McCarty, Senior Administrative Assistant.

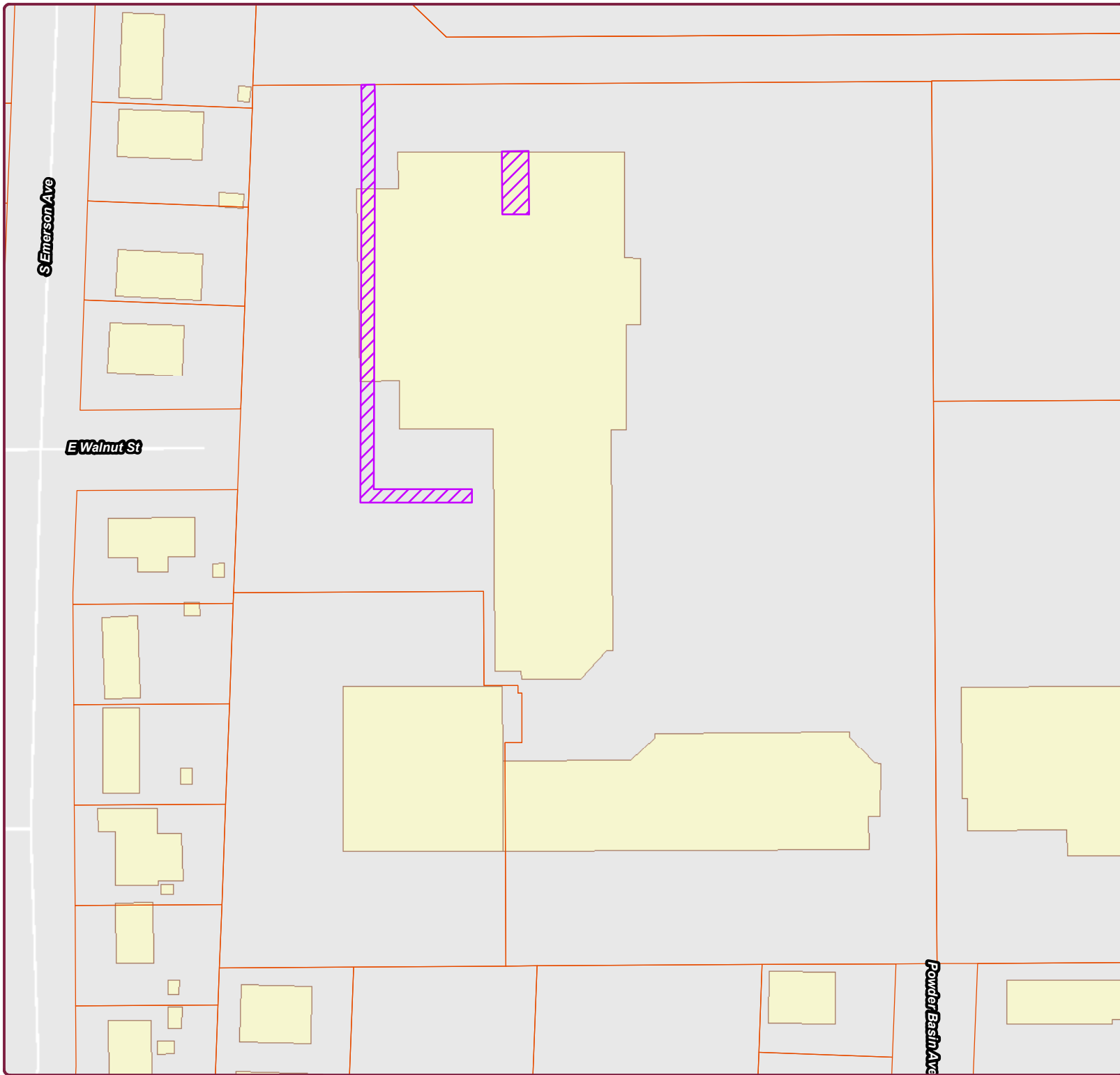
## **Planning Requirements**

**18.032V**

**Vacation - Tract 1-A & 1-B Powder Basin Center Subdivision**

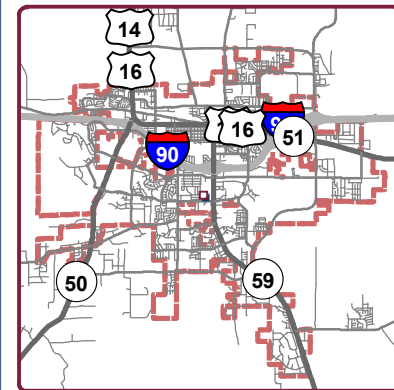
The Planning Requirements are as follows:

1. None






## CITY OF GILLETTE

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)



### Legend

-  Marshall's Easements
-  Land Parcels
-  Buildings

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.

Y:\GIS Work\EDS\Planning\  
Maps\Easements\Marshall's  
Easements.mxd



## Marshall's Easement Vacation City of Gillette

November 26, 2018

Service With P.R.I.D.E.  
Productivity Responsibility Integrity Dedication Enthusiasm

## **ORDINANCE NO.**

AN ORDINANCE PROVIDING FOR THE VACATION OF THE 10 FOOT WIDE UTILITY EASEMENT THAT IS CONTAINED ENTIRELY WITHIN TRACT 1-A OF THE POWDER BASIN CENTER SUBDIVISION, AND A PARTIAL VACATION OF A 20 FOOT WIDE EASEMENT WITHIN THE POWDER BASIN CENTER SUBDIVISION, AS SHOWN ON EXHIBIT "A" MAP, IN THE CITY OF GILLETTE, WYOMING, SUBJECT TO ALL PLANNING REQUIREMENTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING:

### **SECTION ONE.**

Pursuant to the petition of the owner of Lot 1-A of the Powder Basin Center Subdivision, and the authority of W.S. 15-6-104 and W.S. 34-12-106 through W.S. 34-12-110, the City Council finds that the vacation of a 10 foot wide Utility Easement, that is contained entirely within Lot 1-A of the Powder Basin Center Subdivision and a partial vacation of a 20 foot wide easement within the Powder Basin Center Subdivision, as recorded by the Campbell County Clerk in Book 10 of Plats on Page 34, will not abridge or destroy any of the rights and privileges of the other landowners at Lot 1-A of the Powder Basin Center Subdivision, and further finds that the Vacation is in the best interest of the City of Gillette. For a more detailed location of the Vacation see the attached Exhibit "A" Map.

### **SECTION TWO.**

- (a) The Ordinance and Exhibit "A" Map shall be recorded at the Campbell County Clerk's Office upon approval of the Vacation by City Council.
- (b) The Clerk of Campbell County, in whose office the aforesaid plat is recorded, shall write in plain legible letters across that part of the plat so vacated, the word "VACATED" and also make a reference on the same to the volume and page in which the said instrument of Vacation is recorded.

SECTION THREE. This ordinance shall be in full force and effect on its effective date,  
\_\_\_\_\_, 2019.

PASSED, APPROVED AND ADOPTED THIS \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Louise Carter-King, Mayor

(S E A L)  
ATTEST:

\_\_\_\_\_  
Karlene Abelseth, City Clerk

Publication Date: \_\_\_\_\_

STATE OF WYOMING     )  
  )ss.  
County of Campbell     )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Louise Carter-King, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Gillette, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Louise Carter-King acknowledged said instrument to be a free act and deed of said corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





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P.O. Box 3003  
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Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Property Located in Lots 1-2, Block 4 and Lots 1-5, Block 3 Westover Hills Subdivision Phase I, Lot 3A, Block 4 Westover Hills Subdivision Phase I and Lot 1 of the Davis Chevrolet Subdivision to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**BACKGROUND:**

Ordinance 1st Reading: 7/0

Ordinance 2nd Reading: 6/0 (Councilman Lundvall absent)

The owner is seeking approval of a zoning change request from C-1, General Commercial District to A, Agricultural District. This property is located on the south side of Westover Road and west of the intersection of Skyline Drive and Westover Road.

This property was annexed to the City of Gillette by the Westover Hills Addition Annexation in 1979 (Ord No. 988). Lots 1-2, Block 4 and Lots 1-5, Block 3 were established by the Westover Hills Subdivision Phase I in August 1980. Lot 3A, Block 4 Westover Hills Subdivision Phase I was established in March 1996. Lot 1 of the Davis Chevrolet Subdivision was established by the Davis Chevrolet Subdivision in April 2002. Each of these lots have remained undeveloped. Unimproved 60' city right of way exists between Lot 1, Block 3, Westover Hills Phase 1 and Lot 1, Davis Chevrolet Subdivision. Similarly, a 60' right of way exists for Lee Esther Lane on the west.

The minimum size requirement for an A, Agricultural Zone District is 20 Acres. As per Section 12.f.(2) of the Zoning Regulation any land "adjacent and contiguous land in the surrounding county that is zoned in a similar category or is used substantially for uses similar to those being sought by the applicant" can be used to obtain the minimum district size. This property, with the western 8.18 acres and the southern 198 acres in the county, zoned as A, Agricultural District meet the minimum district size requirements.

There is no minimum lot size for the A, Agricultural District except in cases where a residence is occupied only by the owners or persons employed by the owner. In such a case at least three (3) acres of land is required for each permanently occupied dwelling. No uses will be allowed upon the subdivided lots except those enumerated within the A, Agricultural District.

Sanitary sewer is available to each existing lot. Water service is not available to the individual lots. Any use requiring water services will require the developer to provide a service from the City water main located on the north side of Westover Road. City electric is available to the existing lots.

The surrounding zoning includes C-1, General Commercial on the north and east, R-4 Multi-Family Residential District on the north, A, Agricultural District to the west, M-H, Mobile Home District and County A, Agricultural to the south. The Future Land Use Plan as adopted in November 2013 indicates this property to be General Commercial (GC). The City-County Joint Future Land Use Plan adopted at the same time indicates the property to the south to be RR, Rural Residential.

Pursuant to Section 12 of the City of Gillette's Zoning Ordinance, a Zoning Map Amendment shall not be approved except to:

1. Correct an obvious error, or
2. Recognize changing conditions in the City

The proposal to rezone 4.33 acres of Land from C-1, General Commercial to A, Agricultural District recognizes the changing conditions in the City which are primarily financial in nature. This case was approved by the Planning Commission during their January 8, 2019, meeting with a vote of 3/0/2.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move to Approve an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming for Property Located in Lots 1-2, Block 4 and Lots 1-5, Block 3 Westover Hills Subdivision Phase I, Lot 3A, Block 4 Westover Hills Subdivision Phase I and Lot 1 of the Davis Chevrolet Subdivision to the City of Gillette, Wyoming, Subject to all Planning Requirements on Third and Final Reading.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">PC Meeting Minutes 01/08/2019</a>
<input type="checkbox"/> <a href="#">Planning Requirements</a>
<input type="checkbox"/> <a href="#">Aerial and Vicinity Map</a>
<input type="checkbox"/> <a href="#">Ordinance</a>

CITY OF GILLETTE PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
City Council Chambers ~ City Hall  
January 8, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Vice-Chair Cindy Reardon, Brenda Green, Trevor Matson, and Ted Jerred.

Commission Members Absent: Sheryl Martin, and Jennifer Tuomela

Staff Present: Annie Mayfield, Planning and GIS Manager; Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

Chairman Nielsen called the meeting to order at 7:00 p.m.

APPROVAL OF THE MINUTES

A motion was made by Brenda Green to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of November 13, 2018. Ted Jerred seconded the motion. Motion carried 5/0.

18.034Z-ZONING MAP  
AMENDMENT-Chevrolet  
Sub and Westover Hill  
Sub

The owners, Newton Family Farms Limited Partnership and Steven M. Bruce, are seeking approval of a zoning change request of 4.33 Acres of land from C-1, General Commercial District to A, Agricultural District.

This property is located on the south side of Westover Road and west of the intersection of Skyline Drive and Westover Road.

Each of these lots have remained undeveloped. Unimproved 60' city right of way exists between Lot 1, Block 3, Westover Hills Phase 1 and Lot 1, Davis Chevrolet Subdivision. Similarly, a 60' right of way exists for Lee Esther Lane on the west.

The minimum size requirement for an A, Agricultural Zone District is 20 Acres. As per Section 12.f.(2) of the Zoning Regulation any land "adjacent and contiguous land in the surrounding county that is zoned in a similar category or is used substantially for uses similar to those being sought by the applicant" can be used to obtain the minimum district size. This property, with the western 8.18 acres and the southern 198 acres in the county, zoned as A, Agricultural District meet the minimum district size requirements.

There is no minimum lot size for the A, Agricultural District except in cases where a residence is occupied only by the owners or persons employed by the owner. In such a case at least three (3) acres of land is required for each permanently occupied dwelling. No uses will be allowed upon the subdivided lots except those enumerated within the A, Agricultural District.

Sanitary sewer is available to each existing lot. Water service is not available to the individual lots. Any use requiring water services will require the developer to provide a service from the City water main located on the north side of Westover Road. City electric is available to

the existing lots.

The Future Land Use Plan as adopted in November 2013 indicates this property to be General Commercial (GC). The City-County Joint Future Land Use Plan adopted at the same time indicates the property to the south to be RR, Rural Residential.

The proposal to rezone 4.33 acres of Land from C-1, General Commercial to A, Agricultural District recognizes the changing conditions in the City which are primarily financial in nature.

Clark Sanders said the city received one phone call from the public regarding the case, seeking general information on what the case was about only.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Ted Jerred said the rezoning would be going backwards and reducing the potential of what could be developed on the lots.

Dick Doyle, Doyle Land Surveying and agent for the case, was present and said the owners were requesting the change in zoning for the purpose of reducing the taxes on the property and they did not see any new development happening on the lots. Vice-Chair Reardon asked what the change in taxes would be once rezoned, and Mr. Doyle said he did not know the dollar amount it would be. Chairman Nielsen inquired if there needed to be 3 acres for a home to built on Agricultural zoning, how large each of the lots were. Clark Sanders said each one was approximately ½ acre. Vice-Chair Reardon said she did not like to see the community lose commercial property that is already subdivided such as these lots. Chairman Nielsen said he agreed he did not like to see the loss of the commercial property, but it is the owner's property to do with it what they wanted and he didn't see any stumbling blocks on the way of the rezoning.

There being no further comments or questions, Trevor Matson made a motion to approve the case, Vice-Chair Reardon seconded the motion. Motion carried 3/0/2.

OLD BUSINESS

None

NEW BUSINESS

Clark Sanders said there was one upcoming case for the January 22, 2019 meeting. The February 12, 2019, meeting will be canceled.

ADJOURNMENT

The meeting adjourned at 7:27 p.m.

Minutes taken and prepared by Jill McCarty, Senior Administrative Assistant.

## **Planning Requirements**

**18.034Z**

### **Zoning Map Amendment - Chevrolet Subdivision and Westover Hills Subdivision**

The Planning Requirements are as follows:

1. Any future development of the property will require review by the city Planning and Building Divisions.
2. No uses will be allowed upon the subdivided lots except those enumerated within the A, Agricultural District.
3. Requests for use of City utilities on the subdivided lots will require review, zoning compliance and appropriate tap fees for the requested use.





# Project 18.034Z CHEVROLET SUBDIVISION AND WESTOVER HILLS SUBDIVISION ZONING MAP AMENDMENT

I90Exit124Eboff  
I90Eb

R-4

C-1

Motor

Westover

A

PROJECT LOCATION

Lee Esther

M-H

A-L



CITY OF GILLETTE

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
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11/27/2018 9:07 AM

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GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR  
THE INFORMATION CONTAINED THEREIN.

Productivity **Service With P.R.I.D.E.** Enthusiasm  
Responsibility Integrity Dedication

ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP  
OF THE CITY OF GILLETTE, WYOMING, FOR PROPERTY  
LOCATED IN LOTS 1-2, BLOCK 4 AND LOTS 1-5, BLOCK 3  
WESTOVER HILLS SUBDIVISION PHASE I, LOT 3A,  
BLOCK 4, WESTOVER HILLS SUBDIVISION PHASE I AND  
LOT 1 OF THE DAVIS CHEVROLET SUBDIVISION TO THE  
CITY OF GILLETTE, WYOMING,  
SUBJECT TO ALL PLANNING REQUIREMENTS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING, THAT:

Section 1. Legal Description

Lots 1-2, Block 4 and Lots 1-5, Block 3 Westover Hills Subdivision Phase I, Lot 3A, Block 4 Westover Hills Subdivision Phase I and Lot 1 of the Davis Chevrolet Subdivision.

Said parcels containing 4.33 acres more or less.

Section 2. Zoning Amendment

The Zoning of property legally described as follows: Lots 1-2, Block 4 and Lots 1-5, Block 3 Westover Hills Subdivision Phase I, Lot 3A, Block 4 Westover Hills Subdivision Phase I and Lot 1 of the Davis Chevrolet Subdivision.

is hereby amended from C-1, General Commercial District to A, Agricultural District per the attached Exhibit "A" Map.

PASSED, APPROVED AND ADOPTED this day of \_\_\_\_\_, 2019.

(S E A L) ATTEST:

\_\_\_\_\_  
Louise Carter-King, Mayor

\_\_\_\_\_  
Cindy Staskiewicz, City Clerk

Publication Date:





CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Bills and Claims

**BACKGROUND:**

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move that the bills and claims, excepting any and all conflict claims, be approved.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Bills and Claims](#)

☐ [Bills and Claims - Prepays](#)

☐ [Wire Transfers](#)

☐ [UMB-Bank](#)

**Expenditure Approval Report**  
**Check Approval Date of 02/19/2019**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1551-HILLYARD INC			
	90477	CUSTODIAL INVENTORY	357.28
		<b>VENDOR TOTAL:</b>	<b>357.28</b>
99999-MISC RESTITUTIONS			
	90021	RESTITUTION PAYMENT FROM CECIL TUIEL	250.00
	90022	RESTITUTION PAYMENT FROM CADE FREDRICKS	50.00
	90023	RESTITUTION PAYMENT FROM MICHAEL TRACY	50.00
	90024	RESTITUTION PAYMENT FROM JESSE MONCADA	125.00
	90025	RESTITUTION PAYMENT FROM SANDRA INGRAM	5.00
	90026	RESTITUTION PAYMENT FROM GERALD COMBS	45.76
	90027	RESTITUTION PAYMENT FROM NIKOLAS GLASER	37.33
	90028	RESTITUTION PAYMENT FROM DELZA MCKANNAN	26.68
	90029	RESTITUTION PAYMENT FROM LUERIE WILLIAMS	25.00
	90030	RESTITUTION PAYMENT FROM DAVID LONG	7.97
	90031	RESTITUTION PAYMENT FROM JENNIFER WOOLSEY	50.00
		<b>VENDOR TOTAL:</b>	<b>672.74</b>
1511-NORCO INC			
	90488	CUSTODIAL INVENTORY	114.34
	90489	CUSTODIAL INVENTORY	473.17
	90490	CUSTODIAL INVENTORY	679.22
		<b>VENDOR TOTAL:</b>	<b>1,266.73</b>
2066-SOURCE OFFICE PRODUCTS			
	90497	OS INVENTORY	1,428.78
	90498	OS INVENTORY	1,061.70
	90499	OS INVENTORY	1,254.18
		<b>VENDOR TOTAL:</b>	<b>3,744.66</b>
2300-WESTERN STATIONERS			
	90507	OS INVENTORY	150.51
	90508	OS INVENTORY	7.99
	90509	OS INVENTORY	61.90

**Expenditure Approval Report**  
**Check Approval Date of 02/19/2019**



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2300-WESTERN STATIONERS			
	90510	OS INVENTORY	12.84
	90511	OS INVENTORY	37.94
		<b>VENDOR TOTAL:</b>	<b>271.18</b>
2437-WYOMING LAW ENFORCEMENT ACADEMY			
	89920	JANUARY 2019 OFFICE TRAINING FEES COLLECTED	110.00
		<b>VENDOR TOTAL:</b>	<b>110.00</b>
		<b>DIVISION TOTAL:</b>	<b>6,422.59</b>
		<b>DEPARTMENT TOTAL:</b>	<b>6,422.59</b>

# Expenditure Approval Report

## Check Approval Date of 02/19/2019



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>01-MAYOR &amp; COUNCIL</b>		
1692-DUNLAP PHOTOGRAPHY		
89906	NATHAN MCLELAND PHOTOS	212.00
	<b>VENDOR TOTAL:</b>	<b>212.00</b>
1935-GILLETTE COLLEGE		
90001	"UNDOING RACISM" WORKSHOP	1,500.00
	<b>VENDOR TOTAL:</b>	<b>1,500.00</b>
1764-JLC SIGN SYSTEMS INC		
89907	ENGRAVING PICTURE TAG AND NAME TAG	25.00
	<b>VENDOR TOTAL:</b>	<b>25.00</b>
3827-TAMI WALDNER		
89908	COUNCIL WORK SESSION	235.00
	<b>VENDOR TOTAL:</b>	<b>235.00</b>
2710-TIM CARSRUD		
90424	INTERNET REIMBURSEMENT	30.90
	<b>VENDOR TOTAL:</b>	<b>30.90</b>
	<b>DIVISION TOTAL:</b>	<b>2,002.90</b>
<b>02-ADMINISTRATION</b>		
1381-CITY OF GILLETTE		
90015	PETTY CASH REIMBURSEMENT 2/8/19	23.98
	<b>VENDOR TOTAL:</b>	<b>23.98</b>
1482-NEWS RECORD		
89848	JANUARY 2019 ADVERSITING	1,050.00
	<b>VENDOR TOTAL:</b>	<b>1,050.00</b>
3880-OUTLIERS CREATIVE, LLC		
89965	ADVERTISING	650.00
	<b>VENDOR TOTAL:</b>	<b>650.00</b>
3827-TAMI WALDNER		
89909	ADMINSTRATIVE CAUCUS LUNCHEON	97.50
	<b>VENDOR TOTAL:</b>	<b>97.50</b>
	<b>DIVISION TOTAL:</b>	<b>1,821.48</b>

**Expenditure Approval Report**  
**Check Approval Date of 02/19/2019**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
32-JUDICIAL			
2483-CAMPBELL COUNTY SHERIFF			
89492	DECEMBER 2018 PRISONER BILLING		9,000.00
		<b>VENDOR TOTAL:</b>	<b>9,000.00</b>
2754-GOVOLUTION, LLC			
89921	JANUARY 2019 CREDIT CARD FEES		49.00
		<b>VENDOR TOTAL:</b>	<b>49.00</b>
3835-STEVEN K MCMANAMEN ATTORNEY AT LAW			
89976	DEFENSE ATTORNEY		75.00
89977	DEFENSE ATTORNEY		33.33
		<b>VENDOR TOTAL:</b>	<b>108.33</b>
		<b>DIVISION TOTAL:</b>	<b>9,157.33</b>
		<b>DEPARTMENT TOTAL:</b>	<b>12,981.71</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>20-HUMAN RESOURCES</b>		
<b>20-HUMAN RESOURCES</b>		
1753-EMPLOYMENT TESTING SERVICES INC		
89914	POST ACCIDENT TESTING	68.00
	<b>VENDOR TOTAL:</b>	<b>68.00</b>
2013-PINKERTON CONSULTING & INVESTIGATION		
89863	BAKGROUND CHECKS	246.35
	<b>VENDOR TOTAL:</b>	<b>246.35</b>
	<b>DIVISION TOTAL:</b>	<b>314.35</b>
<b>21-SAFETY</b>		
1511-NORCO INC		
89910	SAFETY SUPPLIES	1.12
89913	SAFETY SUPPLIES	15.84
	<b>VENDOR TOTAL:</b>	<b>16.96</b>
	<b>DIVISION TOTAL:</b>	<b>16.96</b>
	<b>DEPARTMENT TOTAL:</b>	<b>331.31</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>25-FINANCE</b>		
2754-GOVOLUTION, LLC		
89921	JANUARY 2019 CREDIT CARD FEES	1,332.10
	<b>VENDOR TOTAL:</b>	<b>1,332.10</b>
	<b>DIVISION TOTAL:</b>	<b>1,332.10</b>
<b>26-CUSTOMER SERVICE</b>		
1898-ONLINE UTILITY EXCHANGE		
89941	UTILITY EXCHANGE REPORT	221.70
	<b>VENDOR TOTAL:</b>	<b>221.70</b>
3369-POSTAL PROS SOUTHWEST INC		
89856	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,682.09
	<b>VENDOR TOTAL:</b>	<b>1,682.09</b>
2037-POWDER RIVER OFFICE SUPPLY INC		
89864	FOLDERS AND ENVELOPE MOISTENER	78.97
	<b>VENDOR TOTAL:</b>	<b>78.97</b>
	<b>DIVISION TOTAL:</b>	<b>1,982.76</b>
<b>31-CITY CLERK/PRINT SHOP</b>		
1381-CITY OF GILLETTE		
90015	PETTY CASH REIMBURSEMENT 2/8/19	12.00
	<b>VENDOR TOTAL:</b>	<b>12.00</b>
2754-GOVOLUTION, LLC		
89921	JANUARY 2019 CREDIT CARD FEES	36.30
	<b>VENDOR TOTAL:</b>	<b>36.30</b>
1482-NEWS RECORD		
89967	DECEMBER 2018 LEGAL ADVERTISING	4,061.28
	<b>VENDOR TOTAL:</b>	<b>4,061.28</b>
2151-ROCKY MOUNTAIN BUSINESS EQUIPMENT LLC		
89966	COPIER MAINTENANCE	625.44
	<b>VENDOR TOTAL:</b>	<b>625.44</b>
	<b>DIVISION TOTAL:</b>	<b>4,735.02</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>34-INFORMATION TECHNOLOGY</b>		
4018-BIZODO INC		
90016	SEAMLESS DOCS	3,958.00
	<b>VENDOR TOTAL:</b>	<b>3,958.00</b>
1339-CDW GOVERNMENT INC		
90463	RSA	1,315.20
	<b>VENDOR TOTAL:</b>	<b>1,315.20</b>
1358-CENTURYLINK		
89964	TELEPHONE CHARGES	1,622.98
	<b>VENDOR TOTAL:</b>	<b>1,622.98</b>
1606-DELL MARKETING LP		
90472	AAA-03757 SQL SERVER ENT CORE	119,022.24
	<b>VENDOR TOTAL:</b>	<b>119,022.24</b>
3153-GROUPWARE TECHNOLOGY INC		
90017	TINTRI STORAGE MAINTENANCE	11,498.19
	<b>VENDOR TOTAL:</b>	<b>11,498.19</b>
1516-HP INC		
90479	Printer Fuser Kit CE977A	223.16
	<b>VENDOR TOTAL:</b>	<b>223.16</b>
1823-ITRON INC		
90000	ITRON	2,147.28
	<b>VENDOR TOTAL:</b>	<b>2,147.28</b>
2178-OPENTEXT INC		
89885	BRAVA READER	630.00
	<b>VENDOR TOTAL:</b>	<b>630.00</b>
2135-RESOURCE SOFTWARE INTERNATIONAL LTD		
89867	CALL ACCOUNTING	750.00
	<b>VENDOR TOTAL:</b>	<b>750.00</b>
2247-VISIONARY COMMUNICATIONS		
89919	INTERNET	668.71
	<b>VENDOR TOTAL:</b>	<b>668.71</b>



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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
3692-WIN-911 SOFTWARE			
89942		WIN-911 PRO	495.00
		VENDOR TOTAL:	495.00
		DIVISION TOTAL:	142,330.76
		DEPARTMENT TOTAL:	150,380.64

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>40-POLICE DEPARTMENT</b>		
<b>40-PD ADMINISTRATION</b>		
3206-ANA C SOSA		
89872	INTERPETER SERVICES	40.00
	<b>VENDOR TOTAL:</b>	<b>40.00</b>
2483-CAMPBELL COUNTY SHERIFF		
89492	DECEMBER 2018 PRISONER BILLING	8,175.00
	<b>VENDOR TOTAL:</b>	<b>8,175.00</b>
1916-GALLS INC		
89922	UNIFORMS	205.00
	<b>VENDOR TOTAL:</b>	<b>205.00</b>
2754-GOVOLUTION, LLC		
89921	JANUARY 2019 CREDIT CARD FEES	38.30
	<b>VENDOR TOTAL:</b>	<b>38.30</b>
3932-JESSICA KRUGER		
89871	DUI BLOOD DRAW	50.00
	<b>VENDOR TOTAL:</b>	<b>50.00</b>
55555-MISC EMPLOYEE VENDOR		
90020	FY18/19 BOOT ALLOWANCE	100.00
	<b>VENDOR TOTAL:</b>	<b>100.00</b>
	<b>DIVISION TOTAL:</b>	<b>8,608.30</b>
<b>44-ANIMAL CONTROL</b>		
2754-GOVOLUTION, LLC		
89921	JANUARY 2019 CREDIT CARD FEES	79.00
	<b>VENDOR TOTAL:</b>	<b>79.00</b>
	<b>DIVISION TOTAL:</b>	<b>79.00</b>
	<b>DEPARTMENT TOTAL:</b>	<b>8,687.30</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-MAINT OF CITY BUILDINGS</b>		
1040-ALSCO		
89876	RUG CLEANING	37.69
89877	RUG CLEANING	47.74
89881	RUG CLEANING	43.19
89883	RUG CLEANING	16.24
89884	RUG CLEANING	54.24
90008	RUG CLEANING	16.80
90009	RUG CLEANING	43.19
90450	RUG CLEANING	14.80
	<b>VENDOR TOTAL:</b>	<b>273.89</b>
1844-FARMER BROTHERS COMPANY		
89874	COFFEE AT CITY HALL	387.75
	<b>VENDOR TOTAL:</b>	<b>387.75</b>
1947-GILLETTE WINNELSON COMPANY		
89935	REPAIR STOOLS AT CITY HALL	51.57
	<b>VENDOR TOTAL:</b>	<b>51.57</b>
1527-HIGH GLASS WINDOW CLEANERS INC		
89939	WASH WINDOW AS CITY HALL AND CITY WEST	2,023.00
	<b>VENDOR TOTAL:</b>	<b>2,023.00</b>
1511-NORCO INC		
89934	RUG FOR CITY HALL	324.92
	<b>VENDOR TOTAL:</b>	<b>324.92</b>
1919-PAINTBRUSH SEWER & DRAIN		
89937	RECLYCLE PAPER	120.00
	<b>VENDOR TOTAL:</b>	<b>120.00</b>
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
89849	REPAIR BOILER #1 AT CITY HALL	1,438.00
89852	REPAIR LEAK AT CITY HALL	1,443.00
90421	HVAC MAINTENANCE CONTRACT	6,526.00
	<b>VENDOR TOTAL:</b>	<b>9,407.00</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-MAINT OF CITY BUILDINGS</b>		
2116-RAPID FIRE PROTECTION INC		
90006	FM-200 SYSTEM TELECOM ROOM	275.00
	<b>VENDOR TOTAL:</b>	<b>275.00</b>
	<b>DIVISION TOTAL:</b>	<b>12,863.13</b>
<b>51-PARKS</b>		
1040-ALSCO		
89927	UNIFORM CLEANING	5.10
89928	UNIFORM CLEANING	35.60
90011	UNIFORM CLEANING	5.10
90012	UNIFORM CLEANING	35.60
	<b>VENDOR TOTAL:</b>	<b>81.40</b>
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
89925	ANTELOPE VALLEY PARK WATER	6.50
	<b>VENDOR TOTAL:</b>	<b>6.50</b>
3909-CRESTVIEW IMROVEMENT & SERVICE DISTRICT		
89924	CRESTVIEW PARK WATER	6.50
	<b>VENDOR TOTAL:</b>	<b>6.50</b>
2071-PROELECTRIC INC		
89926	BRINE PLANT SUPPLY LINE REPAIR	1,375.00
	<b>VENDOR TOTAL:</b>	<b>1,375.00</b>
2615-WYOMING DEPT OF EMPLOYMENT		
89847	4TH QTR 2018 UNEMPLOYMENT	1,227.30
	<b>VENDOR TOTAL:</b>	<b>1,227.30</b>
	<b>DIVISION TOTAL:</b>	<b>2,696.70</b>
<b>54-STREETS</b>		
1040-ALSCO		
89930	UNIFORM CLEANING	43.40
90013	UNIFORM CLEANING	43.40
	<b>VENDOR TOTAL:</b>	<b>86.80</b>

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1165-BIG D SANITATION			
	89932	PORTA TOILET AT WARLOW YARD	125.00
		<b>VENDOR TOTAL:</b>	<b>125.00</b>
1614-DESERT MOUNTAIN CORPORATION			
	90395	FY 18-19 ICE SLICER	5,710.11
	90396	FY 18-19 ICE SLICER	5,732.15
	90397	FY 18-19 ICE SLICER	5,674.86
	90398	FY 18-19 ICE SLICER	5,794.94
		<b>VENDOR TOTAL:</b>	<b>22,912.06</b>
1511-NORCO INC			
	90014	JANUARY 2019 CYLINDER RENT	38.37
		<b>VENDOR TOTAL:</b>	<b>38.37</b>
		<b>DIVISION TOTAL:</b>	<b>23,162.23</b>
		<b>DEPARTMENT TOTAL:</b>	<b>38,722.06</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>60-ENGINEERING &amp; DEV SERVICES</b>		
<b>60-ENGINEERING</b>		
1082-ARROW PRINTING AND GRAPHICS INC		
90004	ENGINEERING NOTE PADS	141.65
	<b>VENDOR TOTAL:</b>	<b>141.65</b>
	<b>DIVISION TOTAL:</b>	<b>141.65</b>
<b>61-BUILDING INSPECTION</b>		
1381-CITY OF GILLETTE		
90015	PETTY CASH REIMBURSEMENT 2/8/19	0.55
	<b>VENDOR TOTAL:</b>	<b>0.55</b>
2754-GOVOLUTION, LLC		
89921	JANUARY 2019 CREDIT CARD FEES	36.30
	<b>VENDOR TOTAL:</b>	<b>36.30</b>
	<b>DIVISION TOTAL:</b>	<b>36.85</b>
<b>63-PLANNING</b>		
1381-CITY OF GILLETTE		
90015	PETTY CASH REIMBURSEMENT 2/8/19	78.00
	<b>VENDOR TOTAL:</b>	<b>78.00</b>
2909-INBERG MILLER ENGINEERS		
89855	BARTON SUBDIVISION	196.35
	<b>VENDOR TOTAL:</b>	<b>196.35</b>
	<b>DIVISION TOTAL:</b>	<b>274.35</b>
	<b>DEPARTMENT TOTAL:</b>	<b>452.85</b>
	<b>FUND TOTAL:</b>	<b>217,978.46</b>

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	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2910-BUFFALO FEDERAL BANK			
	90452	WINLAND IND PARK WATER & SAN S	264.83
		<b>VENDOR TOTAL:</b>	<b>264.83</b>
1640-DONKEY CREEK FESTIVAL			
	89947	2019 DONKEY CREEK FESTIVAL	35,000.00
		<b>VENDOR TOTAL:</b>	<b>35,000.00</b>
1559-DOWL LLC			
	90426	INTERSTATE INDUSTRIAL PARK L.	15,658.25
	90436	2018 SANITARY SEWER MAIN REPLA	5,843.75
	90453	CITY POOL PARKING LOT IMPROVEM	7,425.00
	90456	WINLAND INDUSTRIAL PARK WATER	22,158.53
		<b>VENDOR TOTAL:</b>	<b>51,085.53</b>
1422-GILLETTE CONTRACTORS SUPPLY INC			
	90464	SUPPLIES NEEDED FOR KIWANIS PA	375.36
	90468	AIR RELIEF ASSEMBLIES AND ACCE	78.36
		<b>VENDOR TOTAL:</b>	<b>453.72</b>
1450-HDR ENGINEERING INC			
	90432	DALBEY PARK TO GILLETTE COLLEG	2,947.26
	90446	2019 SANITARY SEWER MAIN REPLA	32,779.19
		<b>VENDOR TOTAL:</b>	<b>35,726.45</b>
1589-HOT IRON			
	90451	WINLAND INDUSTRIAL PARK WATER	105,078.46
		<b>VENDOR TOTAL:</b>	<b>105,078.46</b>
2909-INBERG MILLER ENGINEERS			
	90433	ALLEY PMS 2019	1,820.00
	90455	2019 NEW SIDEWALKS	3,581.00
		<b>VENDOR TOTAL:</b>	<b>5,401.00</b>
1754-KADRMAS, LEE & JACKSON INC			
	90445	2019 WATER MAIN REPLACEMENT	26,781.23
	90448	2019 WATER MAIN REPLACEMENT	31,573.22

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Invoice Number	Invoice Description	Amount
<b>201-1% FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>05-1% OPTIONAL SALES TAX</b>		
	<b>VENDOR TOTAL:</b>	<b>58,354.45</b>
1312-MORRISON MAIERLE INC		
90430	WATER TANK REHABILITATION Z1-R	24,772.25
	<b>VENDOR TOTAL:</b>	<b>24,772.25</b>
1958-PCA ENGINEERING INC		
90449	PMS 2019	38,718.92
	<b>VENDOR TOTAL:</b>	<b>38,718.92</b>
2071-PROELECTRIC INC		
89968	DALBEY PARK IRRIGATION ELECTRICAL WORK	308.46
	<b>VENDOR TOTAL:</b>	<b>308.46</b>
3229-THE PERTAN GROUP		
90429	PAVER UPDATE 2019	46,638.00
	<b>VENDOR TOTAL:</b>	<b>46,638.00</b>
2760-WAYNE E. ECKAS, P.E.		
90454	DALBEY PARK IRRIGATION	2,830.00
	<b>VENDOR TOTAL:</b>	<b>2,830.00</b>
2432-WYOMING DEPT OF TRANSPORTATION		
90422	BOXELDER RD - HWY 50 TO OVERDA	15.29
90423	BOXELDER RD - HWY 50 TO OVERDA	5.06
90427	HWY 50 - LAKEWAY TO SOUTHERN (	192.25
	<b>VENDOR TOTAL:</b>	<b>212.60</b>
	<b>DIVISION TOTAL:</b>	<b>404,844.67</b>
	<b>DEPARTMENT TOTAL:</b>	<b>404,844.67</b>
	<b>FUND TOTAL:</b>	<b>404,844.67</b>



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Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1852-FEDERAL EXPRESS CORPORATION			
	89868	SHIPPING	70.00
VENDOR TOTAL:			70.00
DIVISION TOTAL:			70.00
DEPARTMENT TOTAL:			70.00
FUND TOTAL:			70.00

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Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>		
<b>70-UTILITIES</b>		
<b>70-UTILITIES ADMINISTRATION</b>		
1358-CENTURYLINK		
89964	TELEPHONE CHARGES	729.16
	<b>VENDOR TOTAL:</b>	<b>729.16</b>
1482-NEWS RECORD		
89967	DECEMBER 2018 LEGAL ADVERTISING	395.65
	<b>VENDOR TOTAL:</b>	<b>395.65</b>
2247-VISIONARY COMMUNICATIONS		
89919	INTERNET	300.43
	<b>VENDOR TOTAL:</b>	<b>300.43</b>
2380-WYOMING ENGINEERING SOCIETY		
89904	2019 ANNUAL DUES M COLE	60.00
	<b>VENDOR TOTAL:</b>	<b>60.00</b>
2398-WYOMING WATER ASSOC		
89869	2019 MEMBERSHIP AND RENWAL FORM	500.00
	<b>VENDOR TOTAL:</b>	<b>500.00</b>
2406-XEROX CORPORATION		
89943	METER USAGE	58.01
	<b>VENDOR TOTAL:</b>	<b>58.01</b>
	<b>DIVISION TOTAL:</b>	<b>2,043.25</b>
<b>76-SCADA</b>		
1816-ISC INC		
90480	REPLACEMENT UTL SWITCHES	29,725.38
	<b>VENDOR TOTAL:</b>	<b>29,725.38</b>
	<b>DIVISION TOTAL:</b>	<b>29,725.38</b>
	<b>DEPARTMENT TOTAL:</b>	<b>31,768.63</b>
	<b>FUND TOTAL:</b>	<b>31,768.63</b>

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Invoice Number	Invoice Description	Amount
<b>502-SOLID WASTE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>55-SOLID WASTE</b>		
1040-ALSCO		
89931	UNIFORM CLEANING	34.54
89940	UNIFORM CLEANING	34.54
	<b>VENDOR TOTAL:</b>	<b>69.08</b>
2434-AMERICAN WELDING & GAS INC		
90005	CYLINDER RENT	31.58
	<b>VENDOR TOTAL:</b>	<b>31.58</b>
3894-CAMPBELL COUNTY LANDFILL		
89923	JANUARY 2019 LANDFILL CHARGES	74,124.75
	<b>VENDOR TOTAL:</b>	<b>74,124.75</b>
1821-IT OUTLET INC		
90482	REPLACEMENT TOUGHBOOK & TOUGHHP	13,848.00
	<b>VENDOR TOTAL:</b>	<b>13,848.00</b>
2789-SERIO-US INDUSTRIES		
89929	LOCKS FOR 3 YARDERS	870.68
	<b>VENDOR TOTAL:</b>	<b>870.68</b>
2303-WESTERN WASTE SOLUTIONS INC		
89933	RECYCLING	3,980.00
	<b>VENDOR TOTAL:</b>	<b>3,980.00</b>
	<b>DIVISION TOTAL:</b>	<b>92,924.09</b>
	<b>DEPARTMENT TOTAL:</b>	<b>92,924.09</b>
	<b>FUND TOTAL:</b>	<b>92,924.09</b>

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	Invoice Number	Invoice Description	Amount
503-WATER FUND			
00-UNDEFINED			
00-UNDEFINED			
4004-COP OF WYOMING			
	89831	UE 554 506 PUMPHOUSE	6.58
		<b>VENDOR TOTAL:</b>	<b>6.58</b>
77777-MISC ONE TIME VENDOR			
	90019	RETURN OVER PAYMENT OF WATER PLANT INVESTMENT FEE	2,999.88
		<b>VENDOR TOTAL:</b>	<b>2,999.88</b>
88888-MISC UTILITY OVERPAYMENTS			
	90392	UE 544 900 WARLOW	142.63
		<b>VENDOR TOTAL:</b>	<b>142.63</b>
		<b>DIVISION TOTAL:</b>	<b>3,149.09</b>
		<b>DEPARTMENT TOTAL:</b>	<b>3,149.09</b>

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Invoice Number	Invoice Description	Amount
<b>503-WATER FUND</b>		
<b>70-UTILITIES</b>		
<b>73-WATER</b>		
1040-ALSCO		
89861	UNIFORM CLEANING	47.49
89870	UNIFORM CLEANING	26.50
89979	UNIFORM CLEANING	49.99
	<b>VENDOR TOTAL:</b>	<b>123.98</b>
2652-ASSURE CO RISK MANAGEMENT & REGULATOR COMPLIANCE		
89978	CONTRACT MONTHLY FEE	350.00
	<b>VENDOR TOTAL:</b>	<b>350.00</b>
2856-CALIBRATION TECHNICIANS & SUPPLY INC		
89862	CALIBRATION	63.45
	<b>VENDOR TOTAL:</b>	<b>63.45</b>
1852-FEDERAL EXPRESS CORPORATION		
89868	SHIPPING	70.00
	<b>VENDOR TOTAL:</b>	<b>70.00</b>
1892-FRANDSON SAFETY INC		
89887	MULTI-GAS MONITOR CALIBRATION & O2 SENSOR REPLACED	222.75
	<b>VENDOR TOTAL:</b>	<b>222.75</b>
1821-IT OUTLET INC		
90482	REPLACEMENT TOUGHBOOK & TOUGHHP	3,462.00
	<b>VENDOR TOTAL:</b>	<b>3,462.00</b>
1312-MORRISON MAIERLE INC		
90431	MADISON PUMP STATION ROOF REPL	2,048.00
	<b>VENDOR TOTAL:</b>	<b>2,048.00</b>
1511-NORCO INC		
89980	JANUARY 2019 CYLINDER RENT	48.61
	<b>VENDOR TOTAL:</b>	<b>48.61</b>
1786-SHERWIN WILLIAMS		
89981	PAINT	31.40
	<b>VENDOR TOTAL:</b>	<b>31.40</b>

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Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
2615-WYOMING DEPT OF EMPLOYMENT			
89847		4TH QTR 2018 UNEMPLOYMENT	-482.90
		<b>VENDOR TOTAL:</b>	<b>-482.90</b>
		<b>DIVISION TOTAL:</b>	<b>5,937.29</b>
77-SWIMMING POOL			
2071-PROELECTRIC INC			
89888		REPAIRS AT CITY POOL	4,226.64
89982		REPAIRS AT CITY POOL	8,819.54
		<b>VENDOR TOTAL:</b>	<b>13,046.18</b>
		<b>DIVISION TOTAL:</b>	<b>13,046.18</b>
		<b>DEPARTMENT TOTAL:</b>	<b>18,983.47</b>
		<b>FUND TOTAL:</b>	<b>22,132.56</b>

# Expenditure Approval Report

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
4010-BOYLE, ERYCA			
	89837	UE 18390 915 CHURCH	109.73
		<b>VENDOR TOTAL:</b>	<b>109.73</b>
4005-CAILOTTO, JACOB			
	89832	UE 21502 301 TONK	167.33
		<b>VENDOR TOTAL:</b>	<b>167.33</b>
4012-CARLETON, KERRI			
	89839	UE 40374 2507 LEDOUX	149.05
		<b>VENDOR TOTAL:</b>	<b>149.05</b>
4006-DOBRAVA, DAVID & ROXANNE			
	89833	UE 32416 4516 RUNNING W	180.31
		<b>VENDOR TOTAL:</b>	<b>180.31</b>
4015-GILLESPIE, AMBERLY			
	89842	UE 15160 71 CONSTITUTION	145.01
		<b>VENDOR TOTAL:</b>	<b>145.01</b>
4011-JOHNSON, MINDY			
	89838	UE 35174 705 EXPRESS	148.47
		<b>VENDOR TOTAL:</b>	<b>148.47</b>
4014-KELLER, CAELAN			
	89841	UE 4498 2306 DOGWOOD	24.07
		<b>VENDOR TOTAL:</b>	<b>24.07</b>
4008-KERN, KATHLEEN			
	89835	UE 3714 201 BOXELDER	220.77
		<b>VENDOR TOTAL:</b>	<b>220.77</b>
88888-MISC UTILITY OVERPAYMENTS			
	89843	UE 17076 84 SIERRA	78.73
	89844	UE 4856 2513 DOGWOOD	157.24
	89911	UE 6350 700 VIVIAN	18.68
	89912	UE 4300 205 TONK	84.97
	90389	UE 17503 2621 LEDOUX	110.64

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Invoice Number	Invoice Description	Amount
<b>504-POWER FUND</b>		
<b>00-UNDEFINED</b>		
<b>00-UNDEFINED</b>		
88888-MISC UTILITY OVERPAYMENTS		
90390	UE 38918 3405 QUACKER	14.25
90391	UE 31554 3806 LUNAR	100.27
	<b>VENDOR TOTAL:</b>	<b>564.78</b>
4007-NOVOTNY, JADE		
89834	UE 31518 3602 LUNAR	80.91
	<b>VENDOR TOTAL:</b>	<b>80.91</b>
4009-SHARPE, JOSEPH		
89836	UE 3080 434 PRAIRIEVIEW	131.70
	<b>VENDOR TOTAL:</b>	<b>131.70</b>
4013-TOMASEK, HEATHER		
89840	UE 18910 1011 12TH	153.55
	<b>VENDOR TOTAL:</b>	<b>153.55</b>
	<b>DIVISION TOTAL:</b>	<b>2,075.68</b>
	<b>DEPARTMENT TOTAL:</b>	<b>2,075.68</b>



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Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1247-CALL-IN DIG-IN SAFETY COUNCIL			
89915	2019 MEMEBERSHIP DUES		300.00
VENDOR TOTAL:			300.00
1385-CLAUS LLC			
90419	CHRISTMAS DECORATIONS		23,731.00
VENDOR TOTAL:			23,731.00
1684-DRM INC			
90404	ANNUAL TRENCHING AND BORING AG		3,075.00
90405	ANNUAL TRENCHING AND BORING AG		3,120.00
90406	ANNUAL TRENCHING AND BORING AG		1,385.00
90407	ANNUAL TRENCHING AND BORING AG		3,442.50
90416	ANNUAL TRENCHING AND BORING AG		3,852.50
90417	ANNUAL TRENCHING AND BORING AG		240.00
90418	ANNUAL TRENCHING AND BORING AG		4,436.00
VENDOR TOTAL:			19,551.00
1264-MCM GENERAL CONTRACTORS			
90403	ANNUAL TRENCHING AND BORING AG		48,756.89
VENDOR TOTAL:			48,756.89
77777-MISC ONE TIME VENDOR			
90018	NET METERING BANKED USAGE PAY OUT		53.94
VENDOR TOTAL:			53.94
2608-NORTHWEST LINEMAN COLLEGE			
89916	APPRENTICE BOOKS - D SCHILLING		616.00
89917	APPRENTICE BOOKS R KLEVEN		616.00
VENDOR TOTAL:			1,232.00
2035-POWDER RIVER ENERGY CORPORATION			
89948	JAN UARY 2019 69KV WHEELING		5,250.00
VENDOR TOTAL:			5,250.00

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	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2198-STUART C IRBY CO			
	90420	RUBBER GOODS MAINTENANCE	788.80
		<b>VENDOR TOTAL:</b>	<b>788.80</b>
2242-TECHNICAL MARKETING MFG INC			
	89886	SWANSON SUB UPGRADE	1,319.60
		<b>VENDOR TOTAL:</b>	<b>1,319.60</b>
		<b>DIVISION TOTAL:</b>	<b>100,983.23</b>
		<b>DEPARTMENT TOTAL:</b>	<b>100,983.23</b>
		<b>FUND TOTAL:</b>	<b>103,058.91</b>

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Invoice Number	Invoice Description	Amount
<b>505-SEWER FUND</b>		
<b>70-UTILITIES</b>		
<b>75-SEWER</b>		
1040-ALSCO		
89859	UNIFORM CLEANING	102.80
89960	UNIFORM CLEANING	102.80
89961	UNIFORM CLEANING	123.40
89962	UNIFORM CLEANING	110.80
	<b>VENDOR TOTAL:</b>	<b>439.80</b>
1381-CITY OF GILLETTE		
90015	PETTY CASH REIMBURSEMENT 2/8/19	6.00
	<b>VENDOR TOTAL:</b>	<b>6.00</b>
1792-ENERGY LABORATORIES INC		
89858	TESTING	24.50
89949	TESTING	501.00
89958	TESTING	24.50
89959	TESTING	185.75
89963	TESTING	24.50
	<b>VENDOR TOTAL:</b>	<b>760.25</b>
1892-FRANDSON SAFETY INC		
89860	MULTI-GAS MONITOR CALIBRATION	66.00
	<b>VENDOR TOTAL:</b>	<b>66.00</b>
1575-HOMAX OIL		
90478	WW DIESEL	2,418.90
	<b>VENDOR TOTAL:</b>	<b>2,418.90</b>
1958-PCA ENGINEERING INC		
89857	MISC TESTING - 900 8TH STREET SEWER	200.00
	<b>VENDOR TOTAL:</b>	<b>200.00</b>
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
89969	BOILER REPAIR	312.00
89970	BOILER REPAIR	1,130.50
89971	BOILER REPAIR	4,093.00
89972	BOILER REPAIR	234.00

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Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
89973	INSTALL NEW HEATERS		13,159.00
89974	BOILER REPAIR		195.00
89975	BOIER REPAIR		1,443.00
VENDOR TOTAL:			20,566.50
2071-PROELECTRIC INC			
89905	MOBLIE TECH UPGRADE HERITAGE LIFT STATION		2,989.50
89918	REPAIRS AT HERITAGE LIFT STATION		1,556.46
89957	REPLACE FIXTURES IN PUMP ROOM		1,927.36
VENDOR TOTAL:			6,473.32
2615-WYOMING DEPT OF EMPLOYMENT			
89847	4TH QTR 2018 UNEMPLOYMENT		1,344.87
VENDOR TOTAL:			1,344.87
DIVISION TOTAL:			32,275.64
DEPARTMENT TOTAL:			32,275.64
FUND TOTAL:			32,275.64

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Invoice Number		Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
2071-PROELECTRIC INC			
90399		ELECTRICIAN MAINTENANCE SERVIC	4,948.37
90400		ELECTRICIAN MAINTENANCE SERVIC	7,887.01
90401		ELECTRICIAN MAINTENANCE SERVIC	3,616.49
90402		ELECTRICIAN MAINTENANCE SERVIC	3,472.66
		<b>VENDOR TOTAL:</b>	<b>19,924.53</b>
		<b>DIVISION TOTAL:</b>	<b>19,924.53</b>
		<b>DEPARTMENT TOTAL:</b>	<b>19,924.53</b>
		<b>FUND TOTAL:</b>	<b>19,924.53</b>

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	Invoice Number	Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
1019-ADECCO EMPLOYMENT SERVICES			
	89879	TEMP HELP AT CITY WEST	355.74
	89880	TEMP HELP AT CITY WEST	406.56
	90007	TEMP HELP AT CITY WEST	437.04
		VENDOR TOTAL:	1,199.34
3974-AHERN RENTALS INC			
	89938	SOAP FOR WASH BAY	541.40
		VENDOR TOTAL:	541.40
1040-ALSCO			
	89875	RUG CLEANING	57.48
	89878	RUG CLEANING	65.48
	89882	RUG CLEANING	65.48
		VENDOR TOTAL:	188.44
1150-BEAR'S NATURALLY CLEAN			
	89936	CLEAN LINENS	40.00
		VENDOR TOTAL:	40.00
1844-FARMER BROTHERS COMPANY			
	89873	COFFEE AT CITY WEST	461.18
	90010	COFFEE AT CITY WEST	372.30
		VENDOR TOTAL:	833.48
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION			
	89850	HEATED VEHICLE STORAGE EXHAUST FAN	1,396.00
	89851	HEATED VEHICLE STORAGE WASHER & DRYER PLUMBING	1,198.00
	89853	NEW HEATER MOTORS/THERMOSTAT WASHBAY BUILDING	4,686.00
	89854	NEW HEATERS BRINE BUILDING	8,902.00
		VENDOR TOTAL:	16,182.00
		DIVISION TOTAL:	18,984.66
		DEPARTMENT TOTAL:	18,984.66
		FUND TOTAL:	18,984.66

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1447-ANIXTER POWER SOLUTIONS		
90458	Electrical Inventory	224.46
90459	Electrical Inventory	705.12
90460	Electrical Inventory	97.20
90461	ELECTRICAL INVENTORY	66.00
	<b>VENDOR TOTAL:</b>	<b>1,092.78</b>
1197-BORDER STATES ELECTRIC		
90462	ELECTRICAL INVENTORY	1,115.04
	<b>VENDOR TOTAL:</b>	<b>1,115.04</b>
1519-CRUM ELECTRIC SUPPLY COMPANY		
90471	Electrical Inventory	37.50
	<b>VENDOR TOTAL:</b>	<b>37.50</b>
1834-FAIRMONT SUPPLY COMPANY		
90473	Water Inventory	108.96
90474	SAFETY INVENTORY	81.48
	<b>VENDOR TOTAL:</b>	<b>190.44</b>
1422-GILLETTE CONTRACTORS SUPPLY INC		
90465	WATER'S INVENTORY	35.29
90466	WATER'S INVENTORY	12.30
90467	WATER'S INVENTORY	114.72
90469	WATER'S INVENTORY	43.61
90470	WATER'S INVENTORY	84.80
	<b>VENDOR TOTAL:</b>	<b>290.72</b>
1947-GILLETTE WINNELSON COMPANY		
90475	Electrical Inventory	11.59
90476	Electrical Inventory	53.22
	<b>VENDOR TOTAL:</b>	<b>64.81</b>
1316-MOUNTAIN STATES PIPE & SUPPLY		
90486	WATER'S INVENTORY	240.00
	<b>VENDOR TOTAL:</b>	<b>240.00</b>

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Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1511-NORCO INC		
90487	Electrical Inventory	15.00
	<b>VENDOR TOTAL:</b>	<b>15.00</b>
2336-TRAFFIC & PARKING CONTROL COMPANY		
90501	TRAFFIC INVENTORY	398.00
	<b>VENDOR TOTAL:</b>	<b>398.00</b>
2731-WATERWORKS INDUSTRIES		
90503	WATER'S INVENTORY	48.60
90504	Water Inventory	55.50
	<b>VENDOR TOTAL:</b>	<b>104.10</b>
2289-WESCO DISTRIBUTION INC		
90505	ELECTRICAL INVENTORY	888.00
90506	Water Inventory	284.40
90515	Electrical Inventory	941.29
	<b>VENDOR TOTAL:</b>	<b>2,113.69</b>
	<b>DIVISION TOTAL:</b>	<b>5,662.08</b>
	<b>DEPARTMENT TOTAL:</b>	<b>5,662.08</b>



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	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	89944	RUG CLEANING	30.13
	89945	RUG CLEANING	30.13
		<b>VENDOR TOTAL:</b>	<b>60.26</b>
1397-COLLINS COMMUNICATIONS INC			
	90393	CHECK SECURITY SYSTEM	126.65
	90394	CHECK SECURITY SYSTEM	79.95
		<b>VENDOR TOTAL:</b>	<b>206.60</b>
2263-WASTE CONNECTIONS OF WYOMING			
	89946	WARLOW YARD TRASH	396.75
		<b>VENDOR TOTAL:</b>	<b>396.75</b>
		<b>DIVISION TOTAL:</b>	<b>663.61</b>
		<b>DEPARTMENT TOTAL:</b>	<b>663.61</b>
		<b>FUND TOTAL:</b>	<b>6,325.69</b>

**Expenditure Approval Report**  
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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>00-UNDEFINED</b>		
<b>00-UNDEFINED</b>		
1328-ADVANCE AUTO PARTS		
90457	VM INVENTORY	588.03
	<b>VENDOR TOTAL:</b>	<b>588.03</b>
1729-INTERSTATE COMPANIES INC		
90481	VM INVENTORY	347.10
	<b>VENDOR TOTAL:</b>	<b>347.10</b>
3398-JACK'S TRUCK CENTER INC		
90483	VM INVENTORY	275.43
90484	VM INVENTORY	227.60
	<b>VENDOR TOTAL:</b>	<b>503.03</b>
1274-MALCOM H LESUEUR		
90485	VM INVENTORY	2,914.76
	<b>VENDOR TOTAL:</b>	<b>2,914.76</b>
2123-RECORD SUPPLY INC NAPA		
90491	VM INVENTORY	8.20
90492	VM INVENTORY	19.34
90493	VM INVENTORY	32.30
90494	VM INVENTORY	38.68
90495	VM INVENTORY	45.00
90496	VM INVENTORY	86.04
	<b>VENDOR TOTAL:</b>	<b>229.56</b>
2799-SUNDANCE EQUIPMENT COMPANY		
90500	VM INVENTORY	247.87
	<b>VENDOR TOTAL:</b>	<b>247.87</b>
2320-TITAN MACHINERY INC		
90502	VM INVENTORY	1,552.74
	<b>VENDOR TOTAL:</b>	<b>1,552.74</b>

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
2386-WYOMING MARINE		
90512	VM INVENTORY	44.07
90513	VM INVENTORY	48.00
	<b>VENDOR TOTAL:</b>	<b>92.07</b>
	<b>DIVISION TOTAL:</b>	<b>6,475.16</b>
	<b>DEPARTMENT TOTAL:</b>	<b>6,475.16</b>

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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
3622-ABSOLUTE AUTO, LLC		
89994	PARTS	172.90
	<b>VENDOR TOTAL:</b>	<b>172.90</b>
1040-ALSCO		
89889	UNIFORM CLEANING	49.25
89999	UNIFORM CLEANING	45.63
	<b>VENDOR TOTAL:</b>	<b>94.88</b>
1041-ALTEC INDUSTRIES INC		
89902	PARTS	2,256.94
	<b>VENDOR TOTAL:</b>	<b>2,256.94</b>
1167-BIG HORN TIRE INC		
89898	TIRE REPAIR	50.00
89984	TIRES	320.00
89985	TIRES	1,613.60
89986	TIRE REPAIR	741.00
	<b>VENDOR TOTAL:</b>	<b>2,724.60</b>
1171-BIGHORN HYDRAULICS INC		
89903	PARTS	6.00
	<b>VENDOR TOTAL:</b>	<b>6.00</b>
1178-BJ NELSON/NELSON AUTO GLASS		
89991	WINDSHIELD REPAIR	40.00
	<b>VENDOR TOTAL:</b>	<b>40.00</b>
2677-CENTRAL TRUCK & DIESEL INC		
89997	PARTS	219.18
89998	PARTS	144.25
	<b>VENDOR TOTAL:</b>	<b>363.43</b>
1525-CUMMINS ROCKY MOUNTAIN INC		
89896	REPAIRS	9,561.76
89989	PARTS	409.19
89990	RETURN PARTS	-11.25

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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
	<b>VENDOR TOTAL:</b>	<b>9,959.70</b>
1848-FASTENAL COMPANY		
89894	PARTS	40.79
89899	PARTS	12.28
89992	PARTS	39.11
89993	PARTS	2.88
	<b>VENDOR TOTAL:</b>	<b>95.06</b>
3964-INLAND TRUCK PARTS		
89995	PARTS	26.90
89996	PARTS	38.90
	<b>VENDOR TOTAL:</b>	<b>65.80</b>
1821-IT OUTLET INC		
90482	REPLACEMENT TOUGHBOOK & TOUGHHP	5,675.00
	<b>VENDOR TOTAL:</b>	<b>5,675.00</b>
3398-JACK'S TRUCK CENTER INC		
89893	PARTS	417.79
89901	PARTS	279.64
89987	PARTS	1.89
89988	PARTS	237.10
	<b>VENDOR TOTAL:</b>	<b>936.42</b>
1511-NORCO INC		
89892	PARTS	178.83
	<b>VENDOR TOTAL:</b>	<b>178.83</b>
3908-NORTHERN ENGINE & SUPPLY CO INC		
89900	DRIVELINE REPAIR	168.89
	<b>VENDOR TOTAL:</b>	<b>168.89</b>
3929-PURVIS INDUSTRIES, LLC		
89865	PARTS	50.90
89866	PARTS	162.49
90002	PARTS	32.42

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Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3929-PURVIS INDUSTRIES, LLC		
90003	PARTS	32.42
	<b>VENDOR TOTAL:</b>	<b>278.23</b>
2799-SUNDANCE EQUIPMENT COMPANY		
89897	PARTS	48.64
	<b>VENDOR TOTAL:</b>	<b>48.64</b>
2320-TITAN MACHINERY INC		
89895	PARTS	400.00
	<b>VENDOR TOTAL:</b>	<b>400.00</b>
2385-WYOMING MACHINERY CO		
89890	PARTS	4.44
89891	PARTS	404.19
	<b>VENDOR TOTAL:</b>	<b>408.63</b>
	<b>DIVISION TOTAL:</b>	<b>23,873.95</b>
	<b>DEPARTMENT TOTAL:</b>	<b>23,873.95</b>
	<b>FUND TOTAL:</b>	<b>30,349.11</b>
	<b>GRAND TOTAL:</b>	<b>980,636.95</b>

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Invoice Number	Invoice Description	Amount
301-MADISON WATERLINE		
70-UTILITIES		
72-MADISON WATER LINE		
2380-WYOMING ENGINEERING SOCIETY		
89812	REGISTER L JENSEN	375.00
	VENDOR TOTAL:	375.00
	DIVISION TOTAL:	375.00
	DEPARTMENT TOTAL:	375.00
	FUND TOTAL:	375.00
	GRAND TOTAL:	375.00

**Expenditure Approval Report**  
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Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
42-VOCA/VAWA		
77777-MISC ONE TIME VENDOR		
89823	DEPOSIT FOR RENT FOR VICTIM	500.00
	VENDOR TOTAL:	500.00
	DIVISION TOTAL:	500.00
	DEPARTMENT TOTAL:	500.00
	FUND TOTAL:	500.00
	GRAND TOTAL:	500.00



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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
60-ENGINEERING & DEV SERVICES			
61-BUILDING INSPECTION			
4002-JOHN TIEMAN			
	89824	BUILDING ABATEMENT - 410 N OSBORNE AVE	3,500.00
		VENDOR TOTAL:	3,500.00
		DIVISION TOTAL:	3,500.00
		DEPARTMENT TOTAL:	3,500.00
		FUND TOTAL:	3,500.00
		GRAND TOTAL:	3,500.00

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>			
<b>25-FINANCE</b>			
<b>25-FINANCE</b>			
4016-BURSCH TRAVEL AGENCY INC			
	89845	AIR PLANE TICKETS TO DALLAS FOR TYLER CONFERENCE	2,844.30
		<b>VENDOR TOTAL:</b>	<b>2,844.30</b>
		<b>DIVISION TOTAL:</b>	<b>2,844.30</b>
<b>27-PURCHASING</b>			
4016-BURSCH TRAVEL AGENCY INC			
	89845	AIR PLANE TICKETS TO DALLAS FOR TYLER CONFERENCE	885.60
		<b>VENDOR TOTAL:</b>	<b>885.60</b>
		<b>DIVISION TOTAL:</b>	<b>885.60</b>
<b>34-INFORMATION TECHNOLOGY</b>			
4016-BURSCH TRAVEL AGENCY INC			
	89845	AIR PLANE TICKETS TO DALLAS FOR TYLER CONFERENCE	885.60
		<b>VENDOR TOTAL:</b>	<b>885.60</b>
		<b>DIVISION TOTAL:</b>	<b>885.60</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,615.50</b>
		<b>FUND TOTAL:</b>	<b>4,615.50</b>

**Expenditure Approval Report**  
**Check Approval Date of 02/08/2019**



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
4017-SPEIGELMYER, JOSEPH			
89846		EXP#000001	1,322.34
		VENDOR TOTAL:	1,322.34
		DIVISION TOTAL:	1,322.34
		DEPARTMENT TOTAL:	1,322.34
		FUND TOTAL:	1,322.34
		GRAND TOTAL:	5,937.84

# Expenditure Approval Report

## Check Approval Date of 01/31/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	89825	WEEKLY BILLING	3,373.37
		VENDOR TOTAL:	3,373.37
		DIVISION TOTAL:	3,373.37
		DEPARTMENT TOTAL:	3,373.37
		FUND TOTAL:	3,373.37

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
89828		WEEKLY CLAIMS LISTING	102,180.45
89829		PRESCRIPTION DRUG COSTS	60,509.45
VENDOR TOTAL:			162,689.90
DIVISION TOTAL:			162,689.90
DEPARTMENT TOTAL:			162,689.90
FUND TOTAL:			162,689.90
GRAND TOTAL:			166,063.27

# Expenditure Approval Report

## Check Approval Date of 02/12/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	90380	WEEKLY CLAIMS	2,141.72
		<b>VENDOR TOTAL:</b>	<b>2,141.72</b>
2672-UMB BANK			
	90514	JANUARY 2019 P-CARDS	63,072.24
		<b>VENDOR TOTAL:</b>	<b>63,072.24</b>
2435-WYOMING STATE			
	90385	JANUARY 2019 SALES AND USE TAX	1.10
		<b>VENDOR TOTAL:</b>	<b>1.10</b>
		<b>DIVISION TOTAL:</b>	<b>65,215.06</b>
		<b>DEPARTMENT TOTAL:</b>	<b>65,215.06</b>

**Expenditure Approval Report**  
**Check Approval Date of 02/12/2019**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
1962-GOOGLE INC			
90381		GOOGLE G-SUITE	3,387.41
		VENDOR TOTAL:	3,387.41
		DIVISION TOTAL:	3,387.41
		DEPARTMENT TOTAL:	3,387.41
		FUND TOTAL:	68,602.47

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
90385		JANUARY 2019 SALES AND USE TAX	117,380.45
		VENDOR TOTAL:	117,380.45
		DIVISION TOTAL:	117,380.45
		DEPARTMENT TOTAL:	117,380.45



# Expenditure Approval Report

## Check Approval Date of 02/12/2019



Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2697-BLACK HILLS WYOMING LLC		
90379	FEBRARY 2019 CTII GROUND LEASE	3,609.34
	<b>VENDOR TOTAL:</b>	<b>3,609.34</b>
2365-WYODAK RESOURCES DEVELOPMENT CORP		
90382	FEBRUARY 2019 WYGEN III GROUND LEASE	36,368.13
90383	2018 COAL REBILL	156,933.46
90384	JANUARY 2019 WYGEN III COAL	187,085.39
	<b>VENDOR TOTAL:</b>	<b>380,386.98</b>
	<b>DIVISION TOTAL:</b>	<b>383,996.32</b>
	<b>DEPARTMENT TOTAL:</b>	<b>383,996.32</b>
	<b>FUND TOTAL:</b>	<b>501,376.77</b>

**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
90386		WEEKLY CLAMIS LISTING	23,724.40
90387		WEEKLY CLAIMS AND PRESCRIPTION COSTS	20,682.13
VENDOR TOTAL:			44,406.53
2555-EXPRESS SCRIPTS INC			
90388		PRESCRIPTION DRUG COSTS	7.75
VENDOR TOTAL:			7.75
DIVISION TOTAL:			44,414.28
DEPARTMENT TOTAL:			44,414.28
FUND TOTAL:			44,414.28
GRAND TOTAL:			614,393.52

# Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>01-MAYOR &amp; COUNCIL</b>		
3586-EISCHEID INVESTMENTS LLC		
90169	LUNCH MTG - MAYOR, PAT, NATHAN MCLELAND	51.00
	<b>VENDOR TOTAL:</b>	<b>51.00</b>
66666-MISC P-CARD VENDOR		
90076	CITY COUNCIL RECEPTION - CAKE	44.56
90183	CITY COUNCIL RETREAT - DINNER	386.03
90284	SLIB MTGS - CAMPLEX - MAYOR - HOTEL	103.40
90285	LUNCH MTG - MAYOR, PAT, STEVE CROW, RYAN GROSS	48.94
90315	COUNCILMAN BROWN'S BIRTHDAY	24.00
	<b>VENDOR TOTAL:</b>	<b>606.93</b>
3581-TAYLOR MANAGEMENT LLC		
90145	LUNCH MTG - MAYOR, PAT, JENNIFER	32.74
	<b>VENDOR TOTAL:</b>	<b>32.74</b>
	<b>DIVISION TOTAL:</b>	<b>690.67</b>
<b>02-ADMINISTRATION</b>		
1334-CASPER STAR TRIBUNE		
90054	SUBSCRIPTION	12.00
	<b>VENDOR TOTAL:</b>	<b>12.00</b>
66666-MISC P-CARD VENDOR		
90058	ADVERTISING	103.26
90075	LUNCH MTG - PAT & TONY	32.39
90171	LUNCH MTG - PREP FOR COUNCIL RETREAT	29.17
90184	PURPLE PAPER	29.18
90185	DEPT HEAD MTG - BREAKFAST	40.32
90235	DEPT HEAD RETREAT - COFFEE	18.59
90236	PURPLE PAPER	17.98
90258	ADVERTISING	31.49
90286	SLIB MTGS - LUNCH - MAYOR & PAT	27.61
90287	SLIB MTGS - CAMPLEX - HOTEL - PAT	157.60

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>10-ADMINISTRATION</b>		
<b>02-ADMINISTRATION</b>		
66666-MISC P-CARD VENDOR		
90299	DEX MED INC ADVERTISING	285.00
	<b>VENDOR TOTAL:</b>	<b>772.59</b>
	<b>DIVISION TOTAL:</b>	<b>784.59</b>
<b>03-PUBLIC ACCESS</b>		
66666-MISC P-CARD VENDOR		
90136	REFUND - PROJECTOR LAMP BULBS	-195.54
	<b>VENDOR TOTAL:</b>	<b>-195.54</b>
	<b>DIVISION TOTAL:</b>	<b>-195.54</b>
<b>04-SPECIAL PROJECTS</b>		
66666-MISC P-CARD VENDOR		
90035	WO58629 DISPATCH REMODEL-HDMI REPEATER	30.22
90059	WO58629 DISPATCH REMODEL - USB ADAPTERS	172.24
90093	WO61174 USB EXTENDER	8.99
	<b>VENDOR TOTAL:</b>	<b>211.45</b>
2400-WYOMING WATER SOLUTIONS		
90179	WYOMING WATER SOLUTIONS-FITNESS ROOM WATER SUPPLY	49.00
	<b>VENDOR TOTAL:</b>	<b>49.00</b>
	<b>DIVISION TOTAL:</b>	<b>260.45</b>
<b>32-JUDICIAL</b>		
66666-MISC P-CARD VENDOR		
90366	PAPER	100.56
	<b>VENDOR TOTAL:</b>	<b>100.56</b>
	<b>DIVISION TOTAL:</b>	<b>100.56</b>
	<b>DEPARTMENT TOTAL:</b>	<b>1,640.73</b>

# Expenditure Approval Report

## Check Approval Date of 01/31/2019



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>20-HUMAN RESOURCES</b>		
<b>20-HUMAN RESOURCES</b>		
66666-MISC P-CARD VENDOR		
90034	HFHS CASH OPS-ADMITTIN-PRE EMPLOYMENT MEDICAL EXAM	308.00
90065	IN *INNOVATIVE CREDIT-PRE EMPLOYMENT CREDIT REPORT	25.00
90146	SHRM*MEMBER600973950-NATIONAL MEMBERSHIP SUBSCRIPT	189.00
90198	HR CERTIFICATION INSTITUT-HR DIRECTOR RECERTIFICAT	150.00
90200	SHRM HOUS 888.241.8396-SHRM CONVENTION ACCOMODATIO	168.94
90202	SHRM HOUS 888.241.8396-SHRM CONVENTION ACCOMODATIO	316.33
90205	QDOBA 2748-LUNCH FOR CONDREY & ASSOC DURING COMP S	100.00
90234	PIZZA HUT #1807-LUNCH FOR CONDREY & ASSOC COMP STU	69.14
90259	IN *INNOVATIVE CREDIT-PRE EMPLOYMENT CREDIT REPORT	25.00
90317	ACT*Active Events Reg-TYLER CONFERENCE REGISTRATIO	950.00
	<b>VENDOR TOTAL:</b>	<b>2,301.41</b>
	<b>DIVISION TOTAL:</b>	<b>2,301.41</b>
<b>21-SAFETY</b>		
66666-MISC P-CARD VENDOR		
90180	POWDER RIVER OFFICE SUPPL-FILE DIVIDERS	4.85
	<b>VENDOR TOTAL:</b>	<b>4.85</b>
	<b>DIVISION TOTAL:</b>	<b>4.85</b>
	<b>DEPARTMENT TOTAL:</b>	<b>2,306.26</b>

# Expenditure Approval Report

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>25-FINANCE</b>		
<b>25-FINANCE</b>		
66666-MISC P-CARD VENDOR		
90044	PROS - PEN REFILLS	4.88
90147	SHRM CERTIFICATION	100.00
90270	MRG GRANT/CAMPLEX GRANT MEALS IN CHEYENNE	16.79
90271	MRG GRANT / CAMPLEX GRANT MEALS IN CHEYENNE	13.95
90293	ALBERTSONS KARLENE'S RETIREMENT OPEN HOUSE	80.25
90296	MOTEL - SLIB MEETING SANDY LENZ	129.00
90318	EB BOARD FUNDAMENTALS CITY BOARD TRAINING FOR DECA	60.00
	<b>VENDOR TOTAL:</b>	<b>404.87</b>
	<b>DIVISION TOTAL:</b>	<b>404.87</b>
<b>26-CUSTOMER SERVICE</b>		
66666-MISC P-CARD VENDOR		
90048	BOOTS BRIELLE BALL	121.49
90049	BOOTS - MISTI CRAWFORD	123.29
	<b>VENDOR TOTAL:</b>	<b>244.78</b>
3892-SQUARE GROVE LLC		
90304	MEMORY FOAM ARM PADS FOR CUSTOMER SERVICE CHAIRS	351.00
	<b>VENDOR TOTAL:</b>	<b>351.00</b>
	<b>DIVISION TOTAL:</b>	<b>595.78</b>
<b>31-CITY CLERK/PRINT SHOP</b>		
66666-MISC P-CARD VENDOR		
90047	POSTAGE FOR GENERAL FUND USERS	1,000.00
90135	EBAY MONTHLY AUCTION FEES	21.95
90161	GILLETTE NEWS RECORD YEARLY SUBSCRIPTION	130.00
90195	DESK CALENDAR	7.99
90247	PROS SIGNATURE STAMP, TAPE DISPENSER, RECEIPT BOOK	28.48
90274	MONTHLY FEE + PD PKG INSURANCE	94.49
90303	POSTAGE FOR GENERAL FUND USERS	500.00
	<b>VENDOR TOTAL:</b>	<b>1,782.91</b>
	<b>DIVISION TOTAL:</b>	<b>1,782.91</b>

**Expenditure Approval Report**  
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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
66666-MISC P-CARD VENDOR			
	90064	LASTPASS ENTERPRISE	648.00
	90107	WO61489 UPS DUE TO PD UPS FAILURE	629.97
	90289	WO58966 WASHERS & SCREWS	3.82
	90295	WO61921 HEADSET PARTS	8.62
		<b>VENDOR TOTAL:</b>	<b>1,290.41</b>
		<b>DIVISION TOTAL:</b>	<b>1,290.41</b>
		<b>DEPARTMENT TOTAL:</b>	<b>4,073.97</b>

**Expenditure Approval Report**  
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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>40-POLICE DEPARTMENT</b>		
<b>40-PD ADMINISTRATION</b>		
66666-MISC P-CARD VENDOR		
90045	TRACTOR SUPPLY CO #1896 - K9 BRUNO ANIMAL CARE	17.99
90060	SIRCHIE FINGER PRINT LABO - DRUG TEST KITS	202.23
90069	SIRCHIE FINGER PRINT LABO - DRUG TEST KITS THAT WE	102.75
90074	CHEWY.COM - K9 FOOD ANIMAL CARE	273.35
90085	BEARS NATURALLY CLEAN INC	250.76
90086	AED SUPERSTORE - AED SUPPLIES	106.00
90096	THE HOME DEPOT #6005 - HEAT GUN FOR TAC	39.00
90119	WAL-MART #1485 - DISPATCH OPEN HOUSE	27.01
90138	CAMPBELL COUNTY HEALTH - WITHAM & TRAVERSE CPR INS	60.00
90139	PAYPAL *RMTTA - MEMBERSHIP DUES	130.00
90158	ANIMAL MEDICAL CENTER OF - K9 LORD FOR ANIMAL CARE	299.46
90173	ANIMAL MEDICAL CENTER OF - K9 LORD ANIMAL CARE	44.99
90190	PAPER ROLL PRODUCTS - E CITATION PAPER	360.38
90199	PP*WASCOP - MEMBERSHIP DUES	500.00
90212	USPS PO 5738000483 - SEND BACK PARTS TO GLOCK	33.23
90229	Amazon.com*MB1480GY0 - HEADPHONES FOR FORENSIC ROO	83.99
90243	SP * QUICKWINDER - BOTTOM DISK FOR TAC	12.95
90249	EPOLICESUPPLY COM - LIFE SAVING BARS	42.95
90273	ANIMAL MEDICAL CENTER OF - K9 LORD ANIMAL CARE	7.01
90301	ANIMAL MEDICAL CENTER OF - K9 CAMO ANIMAL CARE	259.79
	<b>VENDOR TOTAL:</b>	<b>2,853.84</b>
2400-WYOMING WATER SOLUTIONS		
90232	WYOMING WATER SOLUTIONS - WATER FOR PD & ACO	161.00
	<b>VENDOR TOTAL:</b>	<b>161.00</b>
	<b>DIVISION TOTAL:</b>	<b>3,014.84</b>
<b>41-DISPATCH</b>		
66666-MISC P-CARD VENDOR		
90039	AMZN Mktp US*M26WZ6U71 - DISPATCH SUPPLIES	40.66
90040	AMZN Mktp US*M22OA99W1 - DISPATCH SUPPLIES	44.85



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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>40-POLICE DEPARTMENT</b>		
<b>41-DISPATCH</b>		
66666-MISC P-CARD VENDOR		
90041	Amazon.com*M21MD4H32 - DISPATCH SUPPLIES / FURNITU	108.98
90042	Amazon.com*M26CW5UM0 - DISPATCH FURNITURE	87.39
90067	Amazon.com*M23S26YS1 - DISPATCH SUPPLIES	78.36
90125	APCO INTERNATIONAL INC - APCO MEMBERSHIP DUES	331.00
90187	Amazon.com*MB1NT2EP1 - DISPATCH SUPPLIES	78.66
90188	Amazon.com - DISPATCH SUPPLIES SENT BACK FOR CREDI	-78.36
90263	AMZN Mktg US*MB7QI6VU0 - DISPATCH SUPPLIES	9.99
90264	Amazon.com*MB9748VO1 - DISPATCH SUPPLIES	39.84
	<b>VENDOR TOTAL:</b>	<b>741.37</b>
3892-SQUARE GROVE LLC		
90124	THE HUMAN SOLUTION - DISPATCH SUPPLIES	195.00
	<b>VENDOR TOTAL:</b>	<b>195.00</b>
	<b>DIVISION TOTAL:</b>	<b>936.37</b>
<b>42-VOCA/VAWA</b>		
66666-MISC P-CARD VENDOR		
90209	WM SUPERCENTER #1485 - EMERGENCY FINANCIAL FOR VIC	178.99
90272	WAL-MART #1485 - EMERGENCY FINANCIAL FOR VICTIM SE	145.41
90371	DAYS INNS/DAYSTOP - EMERGENCY FINANCIAL FOR VICTIM	66.32
	<b>VENDOR TOTAL:</b>	<b>390.72</b>
	<b>DIVISION TOTAL:</b>	<b>390.72</b>
<b>44-ANIMAL CONTROL</b>		
66666-MISC P-CARD VENDOR		
90244	LAWENFORCEMENTLEARNING - ANIMAL CONTROL TRAINING	25.00
90309	NEWSKILLS - ANIMAL SHELTER TRAINING FOR KAREN JOHN	44.99
	<b>VENDOR TOTAL:</b>	<b>69.99</b>
	<b>DIVISION TOTAL:</b>	<b>69.99</b>
<b>45-ANIMAL SHELTER</b>		
66666-MISC P-CARD VENDOR		
90056	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00

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Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
90070	ANIMAL MEDICAL CENTER OF - DONATIONS FOR ANIMAL	190.16	
90071	COMMUNITY VETERINARY CLI - SPAY & NEUTER	50.00	
90082	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	95.39	
90087	CHEWY.COM - CAT FOOD FOR ANIMAL CARE	140.91	
90097	WM SUPERCENTER #1485 - ANIMAL CARE SUPPLIES	13.80	
90098	COMMUNITY VETERINARY CLI - RABIES	12.00	
90108	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00	
90129	RED HILLS VETERINARY HOSP - SPAY & NEUTER	250.00	
90130	WAL-MART #1485 - BOARD FROM DONATIONS	8.87	
90131	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	51.00	
90132	COMMUNITY VETERINARY CLI - SPAY & NEUTER	50.00	
90133	WM SUPERCENTER #1485 - SHELTER SUPPLIES FOR ANIMAL	25.68	
90157	DOG.COM - COLLARS	155.80	
90174	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	146.00	
90191	RED HILLS VETERINARY HOSP SPAY & NEUTER	50.00	
90192	COMMUNITY VETERINARY CLI - SPAY & NEUTER	50.00	
90193	COMMUNITY VETERINARY CLI - RABIES	12.00	
90194	WM SUPERCENTER #1485 - SHELTER SUPPLIES FOR ANIMAL	11.27	
90208	FREDPRYOR CAREERTRACK - ANIMAL SHELTER TRAINING	374.00	
90210	BOMGAARS #66 GILLETTE - SHELTER SUPPLIES FOR ANIMA	27.98	
90211	COMMUNITY VETERINARY CLI - RABIES	6.00	
90227	RED HILLS VETERINARY HOSP - RABIES	81.70	
90228	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00	
90245	COMMUNITY VETERINARY CLI - RABIES	6.00	
90300	RED HILLS VETERINARY HOSP - SPAY & NEUTER	150.00	
90349	DOG.COM - COLLARS	18.36	
90350	RED HILLS VETERINARY HOSP - SPAY & NEUTER	50.00	
90351	COMMUNITY VETERINARY CLI - SPAY & NEUTER	65.00	
90370	RED HILLS VETERINARY HOSP - SPAY & NEUTER	100.00	

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	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
40-POLICE DEPARTMENT			
45-ANIMAL SHELTER			
66666-MISC P-CARD VENDOR			
	90372	COMMUNITY VETERINARY CLI - SPAY & NEUTER / RABIES	193.00
	90373	WAL-MART #1485 - SHELTER SUPPLIES FOR ANIMAL CARE	31.92
	90377	RED HILLS VETERINARY HOSP - SPAY & NEUTER	100.00
		<b>VENDOR TOTAL:</b>	<b>2,666.84</b>
		<b>DIVISION TOTAL:</b>	<b>2,666.84</b>
		<b>DEPARTMENT TOTAL:</b>	<b>7,078.76</b>

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>33-MAINT OF CITY BUILDINGS</b>		
66666-MISC P-CARD VENDOR		
90051	TREE STORAGE BOXES	29.96
90189	RETURN WINDOW BLINDS P.D. REMODEL	-917.25
90226	CART AT CITY HALL	115.26
90348	SPRAY GUN PARTS FOR BRINE SYSTEM	41.48
	<b>VENDOR TOTAL:</b>	<b>-730.55</b>
	<b>DIVISION TOTAL:</b>	<b>-730.55</b>
<b>50-PUBLIC WORKS ADMIN</b>		
66666-MISC P-CARD VENDOR		
90101	OFFICE SUPPLIES CHARGED TO WRONG KIM- SUPPOSE TO B	156.46
90137	OFFICE SUPPLIES - BIRTHDAY CARDS	24.00
90175	GNR SUBSCRIPTION	130.00
90354	OFFICE SUPPLIES- BIRTHDAY CARD MANAGERS	9.51
	<b>VENDOR TOTAL:</b>	<b>319.97</b>
	<b>DIVISION TOTAL:</b>	<b>319.97</b>
<b>51-PARKS</b>		
66666-MISC P-CARD VENDOR		
90113	BRINE PLANT REPAIR 4" GATE VALVE AND BACKFLOW PREV	855.88
90114	BED MOUNT VICES FOR UNITS 120 & 163 PLUG SOCKETS	403.60
90115	BRINE PLANT REPAIR 4" FLANGE GASKETS	14.52
90143	BRINE PLANT REPAIR BRASS FITTINGS	193.22
90186	FLOOR TACK USED IN FIRESTATION TO LIFT MOWERS	89.99
90218	REPAIRS FOR FREE VOTES PARK	328.00
90221	FUSES FOR IRRIGATION CONTROLLERS	11.98
90237	NEW PRUNNERS FOR UNIT 165	24.99
90261	SAFETY BOOTS	150.00
90311	BASE LINE TRAINING LUNCH AT SALT LAKE CITY AIR POR	22.99
90314	PESTICIDE RECERTIFICATION MEAL	32.75
90323	TRAVEL/FOOD FOR PESTICIDE RECERTIFICATION	22.28
90324	TRAVEL FOOD FOR PESTICIDE RECERTIFICATION	26.87

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Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>51-PARKS</b>		
66666-MISC P-CARD VENDOR		
90334	BASE LINE TRAINING PARKING FEE AT CASPER AIRPORT	20.00
90340	TRAVEL FOOD FOR PESTICIDE RECERTIFICATION	23.22
90356	BASE LINE TRAINING BREAKFAST AT SALT LAKE CITY AIR	20.45
90361	PESTICIDE RECERTIFICATION LODGING	178.00
90362	TRAVEL LODGING FOR PESTICIDE RECERTIFICATION	178.00
	<b>VENDOR TOTAL:</b>	<b>2,596.74</b>
	<b>DIVISION TOTAL:</b>	<b>2,596.74</b>
<b>53-FORESTRY</b>		
66666-MISC P-CARD VENDOR		
90283	COVER/BINDERS FOR 11X17 LANDSCAPE PLANS	47.41
90288	FELCO REPLACEMENT CUTTING BLADE	74.19
	<b>VENDOR TOTAL:</b>	<b>121.60</b>
	<b>DIVISION TOTAL:</b>	<b>121.60</b>
<b>54-STREETS</b>		
66666-MISC P-CARD VENDOR		
90084	PUMP FOR UNLOADING BRINE	54.69
90120	ANTIFREEZE FOR BRINE SYSTEMS ON THE PLOW TRUCKS	225.00
90152	GREASE GUN AND BATTERY FOR PLOWS AND SWEEPERS	414.00
	<b>VENDOR TOTAL:</b>	<b>693.69</b>
2038-POWDER RIVER POWER		
90112	BRINE SYSTEM HOSE	89.80
	<b>VENDOR TOTAL:</b>	<b>89.80</b>
	<b>DIVISION TOTAL:</b>	<b>783.49</b>
<b>62-TRAFFIC SAFETY</b>		
66666-MISC P-CARD VENDOR		
90150	MEMBERSHIP DUES FOR MARI	100.00
90167	RENEWAL OF 3 CERTIFICATIONS	90.00
90204	RESISTORS FOR SIGNAL LIGHT CABINETS	228.09
90220	TOOLS FOR SIGNAL LIGHTS	14.86

# Expenditure Approval Report

## Check Approval Date of 01/31/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
62-TRAFFIC SAFETY		
66666-MISC P-CARD VENDOR		
90294	ENDS FOR RESISTORS FOR SIGNAL LIGHT CABINETS	6.27
90342	BUCKETS FOR ICE MELT STORAGE AT ANIMAL CONTROL AND	9.02
	<b>VENDOR TOTAL:</b>	<b>448.24</b>
	<b>DIVISION TOTAL:</b>	<b>448.24</b>
	<b>DEPARTMENT TOTAL:</b>	<b>3,539.49</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>60-ENGINEERING &amp; DEV SERVICES</b>		
<b>35-GEOGRAPHIC INFO SYSTEMS</b>		
66666-MISC P-CARD VENDOR		
90062	ESRI - ONLINE CLASS	1,150.00
	<b>VENDOR TOTAL:</b>	<b>1,150.00</b>
	<b>DIVISION TOTAL:</b>	<b>1,150.00</b>
<b>60-ENGINEERING</b>		
66666-MISC P-CARD VENDOR		
90083	WES REGISTRATION - STEVE PETERSON	215.00
90134	FRONT COUNTER MATS	55.98
90159	ITE MEMBER DUES - JOSH RICHARDSON	306.50
90230	CITY VEHICLE TRASH CANS	21.30
90238	MEAL - SLIB MEETING JOE SHOEN	54.30
90246	ROCKY MTN ASPHALT CONFERENCE - JOE SHOEN	235.00
90265	MEAL - SLIB MEETING JOE SHOEN	29.27
90266	MEAL - SLIB MEETING JOE SHOEN	17.86
90297	MOTEL - SLIB MEETING JOE SHOEN	119.00
90302	KROY BOOK BINDERS	241.98
90327	WES ASCE CLASS - NICK MARTY	80.00
90343	WES REGISTRATION - NICK MARTY	290.00
90352	WES ASCE CLASS - TODD MERCHEN	60.00
90374	WES CONVENTION - TODD MERCHEN	325.00
90375	DOCUMENT FRAME	25.89
	<b>VENDOR TOTAL:</b>	<b>2,077.08</b>
	<b>DIVISION TOTAL:</b>	<b>2,077.08</b>
<b>61-BUILDING INSPECTION</b>		
66666-MISC P-CARD VENDOR		
90073	INT'L CODE COUNCIL INC - CERTIFICATION RENEWAL	115.00
90162	PIZZA HUT #1807 - LUNCH FOR BOARD OF EXAMINERS MEE	107.39
	<b>VENDOR TOTAL:</b>	<b>222.39</b>
	<b>DIVISION TOTAL:</b>	<b>222.39</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number	Invoice Description	Amount
<b>001-GENERAL FUND</b>		
<b>60-ENGINEERING &amp; DEV SERVICES</b>		
<b>63-PLANNING</b>		
66666-MISC P-CARD VENDOR		
90066	APA NATIONAL PLANNING CONF-MEREDITH DUVALL	125.00
90091	FLIGHT-APA PLANNING CONF MEREDITH DUVALL	510.60
	<b>VENDOR TOTAL:</b>	<b>635.60</b>
3581-TAYLOR MANAGEMENT LLC		
90160	PLANNING COMMISSION MTG DINNER	125.00
	<b>VENDOR TOTAL:</b>	<b>125.00</b>
	<b>DIVISION TOTAL:</b>	<b>760.60</b>
	<b>DEPARTMENT TOTAL:</b>	<b>4,210.07</b>
	<b>FUND TOTAL:</b>	<b>22,849.28</b>



**Expenditure Approval Report**  
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Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
66666-MISC P-CARD VENDOR			
	90170	MATERIALS FOR WINLAND INDUSTRIAL (KOMATSU)	93.69
		<b>VENDOR TOTAL:</b>	<b>93.69</b>
		<b>DIVISION TOTAL:</b>	<b>93.69</b>
		<b>DEPARTMENT TOTAL:</b>	<b>93.69</b>
		<b>FUND TOTAL:</b>	<b>93.69</b>

# Expenditure Approval Report

## Check Approval Date of 01/31/2019



Invoice Number	Invoice Description	Amount
<b>501-UTILITIES ADMINISTRATION FUND</b>		
<b>70-UTILITIES</b>		
<b>70-UTILITIES ADMINISTRATION</b>		
66666-MISC P-CARD VENDOR		
90046	PE RENEWAL	90.00
90225	POSTAGE/MONTHLY SERVICE CHARGE (12/15/18 TO 01/14/	37.49
	<b>VENDOR TOTAL:</b>	<b>127.49</b>
	<b>DIVISION TOTAL:</b>	<b>127.49</b>
<b>71-ELECTRICAL ENGINEERING</b>		
66666-MISC P-CARD VENDOR		
90095	WEEKLY APPOINTMENT BOOK/ROBIN KUNTZ	24.89
	<b>VENDOR TOTAL:</b>	<b>24.89</b>
	<b>DIVISION TOTAL:</b>	<b>24.89</b>
<b>76-SCADA</b>		
1197-BORDER STATES ELECTRIC		
90151	SCADA - BRADY LABELER CARTRIDGE REPLACEMENT	45.97
	<b>VENDOR TOTAL:</b>	<b>45.97</b>
66666-MISC P-CARD VENDOR		
90037	SCADA - CDL LICENSE WRITTEN TEST FEE	42.50
90064	LASTPASS ENTERPRISE	504.00
90092	SCADA - CDL LICENSE DRIVING TEST FEE	82.50
90219	SAFETY BOOTS	160.19
90262	SCADA - CDL LICENSE PURCHASE	42.50
	<b>VENDOR TOTAL:</b>	<b>831.69</b>
	<b>DIVISION TOTAL:</b>	<b>877.66</b>
	<b>DEPARTMENT TOTAL:</b>	<b>1,030.04</b>
	<b>FUND TOTAL:</b>	<b>1,030.04</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number	Invoice Description	Amount
<b>502-SOLID WASTE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>55-SOLID WASTE</b>		
66666-MISC P-CARD VENDOR		
90128	WO 61502 / 61520 - UNIT 51P208 / 51P209 - PLOW AND	11,879.52
90149	WOOD FOR 300 GAL CONTAINERS	8.81
90166	WO 61520 / 61533 - UNIT 150055 / 150091 - ALL THRE	7.27
90176	WO 61520 / 61533 - UNIT 150055 / 150091 - CHAIN AN	102.22
90206	WOOD FOR 300 GAL STANDS	8.81
90248	WOOD FOR 300 GAL STANDS	31.34
90292	WOOD FOR STANDS 300 GAL CONTAINERS	149.25
	<b>VENDOR TOTAL:</b>	<b>12,187.22</b>
	<b>DIVISION TOTAL:</b>	<b>12,187.22</b>
	<b>DEPARTMENT TOTAL:</b>	<b>12,187.22</b>
	<b>FUND TOTAL:</b>	<b>12,187.22</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number		Invoice Description	Amount
503-WATER FUND			
70-UTILITIES			
73-WATER			
1197-BORDER STATES ELECTRIC			
	90109	CONDUIT FITTINGS	20.13
	90110	5V POWER SUPPLIES FOR GENSETS	498.00
VENDOR TOTAL:			518.13
66666-MISC P-CARD VENDOR			
	90036	TRUCK STOCK	58.21
	90050	TOOLS FOR UNIT 48	22.46
	90088	RED LION SIGNAL CONDITIONERS FOR GENERATOR LP TANK	549.03
	90089	TOOLS FOR UNIT 39	59.91
	90121	STENCILS TO NUMBER CHLORINE TON CYLINDER SPACES AT	3.88
	90122	PAINT SUPPLIES FOR WET WELL LIDS AT PS-1	23.93
	90165	OIL FOR PS-1 OIL CHANGES	74.70
	90177	PLANNER NOTEBOOK	18.39
	90197	SAND BLASTING MATERIAL/PT	12.50
	90231	PRV PARTS	21.68
	90251	HATCHES FOR PS-1	2.59
	90252	CREDIT FOR RETURNING MASONARY BIT	-22.01
	90253	HATCHES FOR PS-1	30.89
	90269	POSTAGE	150.00
	90278	PLUGS FOR LEAKING 2" VALVES AT PS-2	22.52
	90279	HOSE BIBS FOR PS-3	15.81
	90305	BREAKFAST MEETING WITH CREW	17.00
	90320	PIPE (6" BLUE BRUTE) FOR REPAIRS	103.58
	90321	WIRE BRUSHES FOR HYDRANT REBUILDS	5.64
	90322	MUCK BOOTS	150.00
	90332	PIES TO CELEBRATE MIKE GARNER'S 30 YEARS OF SERVIC	66.95
	90333	HALL EFFECT SENSOR FOR PROPANE TANKS	253.24
	90335	PARTS	17.01
	90337	PARTS FOR BACKFLUSHING PINE RIDGE BRINE TANKS	18.78
	90353	WAT - DONKEY CREEK PS 1 ARC FLASH BOUNDARY	65.48

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
66666-MISC P-CARD VENDOR		
90355	EDUCATIONAL MATERIALS	5.74
90357	TOOLS/PARTS	23.41
90358	PARTS/EDUCATIONAL	10.68
90359	PARTS/EDUCATIONAL MATERIAL	72.31
	<b>VENDOR TOTAL:</b>	<b>1,854.31</b>
1511-NORCO INC		
90336	EYEWASH AND STATIONS	240.00
	<b>VENDOR TOTAL:</b>	<b>240.00</b>
2038-POWDER RIVER POWER		
90178	GAUGES FOR CASA QUINTA PRV	290.93
	<b>VENDOR TOTAL:</b>	<b>290.93</b>
	<b>DIVISION TOTAL:</b>	<b>2,903.37</b>
	<b>DEPARTMENT TOTAL:</b>	<b>2,903.37</b>
	<b>FUND TOTAL:</b>	<b>2,903.37</b>

# Expenditure Approval Report

## Check Approval Date of 01/31/2019



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
1197-BORDER STATES ELECTRIC			
	90077	ES - CORD GRIPS FOR CAT5 CABLES IN SUBSTATIONS	83.88
	90144	ES - SUBSTATION IMPROVEMENTS	787.24
		VENDOR TOTAL:	871.12
1593-HOWARD SUPPLY COMPANY			
	90338	REPLACEMENT LIFTING SLINGS	207.58
		VENDOR TOTAL:	207.58
66666-MISC P-CARD VENDOR			
	90032	SAFETY GLASSES	300.00
	90033	REPAIR FOR CUTTERS	15.90
	90038	ES - SUBSTATION SEL CLOCK COAX CABLES	645.35
	90053	SHIPPING BOXES FOR COVERUP	744.00
	90055	OFFICE SUPPLIES	14.58
	90061	F.R. BIB REPAIR	46.45
	90063	TOOLS	39.10
	90104	SHOP SUPPLIES	9.95
	90105	F.R. HARD HAT LINER	14.39
	90106	F.R. FACE MASK	40.49
	90123	MICE & PENS FOR SURFACE TABLETS	796.50
	90163	F.R. JEANS/ROBIN KUNTZ	62.99
	90164	F.R. STICKERS FOR TRANSFORMERS	540.20
	90168	RUBBER BOOTS	124.19
	90214	SUBSTATION PATCH PANELS	315.19
	90215	RUBBER GLOVE INFLATOR (CREDIT ISSUED FOR TAX)	19.59
	90216	WIRE (CREDIT ISSUED FOR TAX)	74.54
	90217	WIRE (CREDIT ISSUED FOR TAX)	3.89
	90256	METER PARTS (REFUND ISSUED FOR TAX CHARGED)	41.08
	90257	STORAGE CONTAINERS FOR TRUCKS (SALES TAX REFUND IS	32.87
	90280	TOOLS - METER TECH	73.91
	90281	SHOP SUPPLIES	48.99

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
66666-MISC P-CARD VENDOR			
	90306	SHOP SUPPLIES	1.87
	90312	BATTERY IMPACT	518.39
	90313	TOOL LANYARD	39.75
	90316	REPLACEMENT LADDER STICKER	7.00
	90339	SHOP SUPPLIES	14.94
	90360	PARTS/METER TEST BOARD	69.21
VENDOR TOTAL:			4,655.31
DIVISION TOTAL:			5,734.01
DEPARTMENT TOTAL:			5,734.01
FUND TOTAL:			5,734.01

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1197-BORDER STATES ELECTRIC			
90072	WW - COLLECTIONS MAINT		73.56
90111	WALPAK FOR HERITAGE LIFT STATION		106.52
		<b>VENDOR TOTAL:</b>	<b>180.08</b>
66666-MISC P-CARD VENDOR			
90052	PARTS FOR 1600 WATER LINE		229.33
90057	SCRUBS NEEDED FOR UV GATES/TOOLS		17.36
90090	LAB QUALITY CONTROL		487.68
90099	WWTF - UV HMI REPLACEMENT		2,962.72
90100	WWTF FUNDAMENTALS TRAINER'S KIT		249.00
90103	INDUSTRIAL DEGREASER FOR BLDG. 300		75.92
90116	OFFICE FISH TANK		146.27
90117	FISH FOR OFFICE FISH TANK		62.42
90140	BACKFLOW CALIBRATION		21.82
90141	BACKFLOW CALIBRATION-(UNABLE TO REMOVE TAX CHARGE		6.30
90142	HOSE FOR GRIT BLDG.		49.86
90182	CLEANING TRUCK SUPPLIES		55.44
90196	TRAINING BOOKS		59.40
90203	SLEEPY HALLOW FLOW METER REPAIRS		482.21
90213	IDLER SPROCKET FOR ENTRY/EXIT GATES		53.62
90233	PROGRAM MODULE FOR MAKE UP AIR UNITS		447.13
90250	VALVES FOR NON-POTABLE P1101, 1102		129.68
90254	VIDEO ADAPTER FOR PROJECTOR		31.99
90255	LAB CHEMICALS		742.66
90260	CLIP FOR WINCH		38.55
90275	UNIT 58 PRINTER COVER		24.76
90276	FITTINGS FOR NON-POTABLE P1101, 1102		233.16
90277	MISC. PAINT SUPPLIES, DUCT TAPE, LADDERS, DRILL, E		416.76
90282	PHONE CHARGER FOR ON CALL PHONE		8.48
90307	VALVE STEMS FOR CUSTODIAL CLOSET WATER FAUCET		8.10



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Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
66666-MISC P-CARD VENDOR		
90319	SAFETY BOOTS	139.95
90326	LEVEL 2 WW EXAM	100.00
90341	FISH TANK FILTERS	25.46
90376	VALVES FOR FERRIC CHLORIDE	282.02
90378	CONTINUING EDUCATION	116.00
	<b>VENDOR TOTAL:</b>	<b>7,704.05</b>
1511-NORCO INC		
90102	PIPE STANDS FOR BLDG. 1600	151.36
	<b>VENDOR TOTAL:</b>	<b>151.36</b>
	<b>DIVISION TOTAL:</b>	<b>8,035.49</b>
	<b>DEPARTMENT TOTAL:</b>	<b>8,035.49</b>
	<b>FUND TOTAL:</b>	<b>8,035.49</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number		Invoice Description	Amount
601-CITY WEST FUND			
50-PUBLIC WORKS			
39-CITY WEST BUILDING MAINT			
66666-MISC P-CARD VENDOR			
	90156	WASH RM HUS	67.53
	90331	CART FOR CW	92.06
VENDOR TOTAL:			159.59
DIVISION TOTAL:			159.59
DEPARTMENT TOTAL:			159.59
FUND TOTAL:			159.59

**Expenditure Approval Report**  
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Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
3964-INLAND TRUCK PARTS		
90068	WO 61342 - UNIT 100 - SEAT EXTERNALL	12.70
90094	WO 61189 - UNIT 28 - WORKLIGHT	170.03
90222	WO 61189 - UNIT 28 - CREDIT ON WORKLIGHT	-49.53
90224	WO 61760 - UNIT 53 - WINTER BLADES	17.88
90242	SHOP TOOL - UJIONT PULLER	460.32
	<b>VENDOR TOTAL:</b>	<b>611.40</b>
66666-MISC P-CARD VENDOR		
90043	WO 60932 - UNIT 180425 - SPLASH SHIELD	37.93
90078	WO 61191 - UNIT 45 - ADAPTORS ASSEMBLY	173.48
90079	WO 61191 - UNIT 45 - HOSE ASSEMBLY	98.08
90127	PARTS FOR ALL FLEET VEHICLE	1,340.36
90148	SHIP BACK WRONG PARTS	12.35
90153	PARTS FOR ALL FLEET VEHICLES	2,137.64
90154	WO 60965 - VM - DIESEL NOZZLE	109.20
90166	WO 61520 / 61533 - UNIT 150055 / 150091 - ALL THRE	7.27
90176	WO 61520 / 61533 - UNIT 150055 / 150091 - CHAIN AN	102.22
90181	CENEX BIG HORN07074131 - FUEL RECEIPT FOR PD 3	24.65
90201	WO 61460 - UNIT 66 - NEW TIRES	765.36
90207	WO 61710 - UNIT 160104 - NEW TIRES	518.60
90239	WO 60095 - UNIT 93 - PROGRAM KEYS	55.00
90240	WO 60095 - UNIT 93 - KEY FOB	119.92
90267	WO 61896 - UNIT 419 - BOLTS	1.30
90268	WO 61911 - UNIT 54S149 - BOLT AND NYLOCK	48.05
90290	WO 62292 - UNIT 113 - CHEYENNE WY	36.82
90291	WO 62295 - UNIT 150150 - CHEYENNE WY	45.53
90298	WO 61863 - UNIT 419 - LINK	99.00
90308	WO 62270 - VM - DANIEL NEW STEEL TOE BOOT	109.19
90310	WO 61077 - UNIT 160205 - PADDEL SWITCH	328.22
90325	WO 62292 - UNIT 113 - CASPER WY	16.55

# Expenditure Approval Report

## Check Approval Date of 01/31/2019



Invoice Number	Invoice Description	Amount
<b>604-VEHICLE MAINTENANCE FUND</b>		
<b>50-PUBLIC WORKS</b>		
<b>36-VEHICLE MAINTENANCE</b>		
66666-MISC P-CARD VENDOR		
90329	WO 61492 - UNIT 150109 - STARTER	156.00
90330	WO 57977 - UNIT 5100P5 - LOCKING LATCH	25.50
90346	WO 62081 - UNIT 1 - NEW TIRES '	216.64
90347	WO 62051 - UNIT 51P208 - HITCH PINS AND SOTTER PIN	16.97
90363	WO 62243 - UNIT 160203 - HAND PUMP	77.99
90364	WO 62243 - UNIT 160203 - FITTING AND ADAPTORS	36.58
90365	WO 62243 - UNIT 160203 - HAND PUMP	36.99
90367	WO 60559 - UNIT 138 - NEW TIRES	518.60
90368	WO 61103 - UNIT 150116 - OVERSPEED SWITCH	768.27
90369	WO 62055 - UNIT 730W54 - ANGLE IRON	10.64
	<b>VENDOR TOTAL:</b>	<b>8,050.90</b>
2038-POWDER RIVER POWER		
90080	WO 61191 - UNIT 45 - HOSE ASSEMBLY	74.06
90081	WO 61191 - UNIT 45 - FITRTING AND ADAPTORS	125.19
90223	WO 61823 - UNIT 160 - HOSE ASSEMBLY	322.16
90241	WO 61849 - UNIT 132 - HOSE ASSEMBLY	172.26
90328	WO 62029 - UNIT 510P60 - HOSE ASSEMBLY	66.60
	<b>VENDOR TOTAL:</b>	<b>760.27</b>
2309-WHITE'S FRONTIER MOTORS		
90118	WO 61414 - UNIT 432 - PEDAL	78.59
90126	WO 61571 - UNIT 420 - SONNECTOR AND SENSOR	59.57
90172	WO 61534 - UNIT 430 - HEADLAMPS	351.92
90344	WO 62011 - UNIT 1 - SEAL AND GASKET	64.26
90345	WO 62011 - UNIT 1 - BOLT LUG	44.48
	<b>VENDOR TOTAL:</b>	<b>598.82</b>
<b>DIVISION TOTAL:</b>		<b>10,021.39</b>

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
37-VEHICLE REPLACEMENT		
66666-MISC P-CARD VENDOR		
90155	WO 57836 - UNIT 190418 - 19VM06 - NEW UNIT SETUP	58.16
	<b>VENDOR TOTAL:</b>	<b>58.16</b>
	<b>DIVISION TOTAL:</b>	<b>58.16</b>
	<b>DEPARTMENT TOTAL:</b>	<b>10,079.55</b>
	<b>FUND TOTAL:</b>	<b>10,079.55</b>
	<b>GRAND TOTAL:</b>	<b>63,072.24</b>



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

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**SUBJECT:**

Council Member Carsrud - \$30.90

**BACKGROUND:**

Internet Reimbursement - \$30.90

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the approval of the conflict claims for Council Member Carsrud.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Conflict Claims](#)

**Expenditure Approval Report**  
**Check Approval Date of 02/19/2019**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2710-TIM CARSRUD			
	90424	INTERNET REIMBURSEMENT	30.90
VENDOR TOTAL:			30.90
DIVISION TOTAL:			30.90
DEPARTMENT TOTAL:			30.90
FUND TOTAL:			30.90
GRAND TOTAL:			30.90



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Mayor Carter-King - \$677.44

**BACKGROUND:**

Powder River Office Supply - \$677.44 - Office Supplies

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the approval of the conflict claims for Mayor Carter-King.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Conflict Claims](#)



**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
02-ADMINISTRATION			
66666-MISC P-CARD VENDOR			
	90236	PURPLE PAPER	17.98
		VENDOR TOTAL:	17.98
		DIVISION TOTAL:	17.98
32-JUDICIAL			
66666-MISC P-CARD VENDOR			
	90366	PAPER	100.56
		VENDOR TOTAL:	100.56
		DIVISION TOTAL:	100.56
		DEPARTMENT TOTAL:	118.54
20-HUMAN RESOURCES			
21-SAFETY			
66666-MISC P-CARD VENDOR			
	90180	POWDER RIVER OFFICE SUPPL-FILE DIVIDERS	4.85
		VENDOR TOTAL:	4.85
		DIVISION TOTAL:	4.85
		DEPARTMENT TOTAL:	4.85
25-FINANCE			
25-FINANCE			
66666-MISC P-CARD VENDOR			
	90044	PROS - PEN REFILLS	4.88
		VENDOR TOTAL:	4.88
		DIVISION TOTAL:	4.88
31-CITY CLERK/PRINT SHOP			
66666-MISC P-CARD VENDOR			
	90247	PROS SIGNATURE STAMP, TAPE DISPENSER, RECEIPT BOOK	28.48
		VENDOR TOTAL:	28.48
		DIVISION TOTAL:	28.48
		DEPARTMENT TOTAL:	33.36

**Expenditure Approval Report**  
**Check Approval Date of 01/31/2019**



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
50-PUBLIC WORKS ADMIN			
66666-MISC P-CARD VENDOR			
90101		OFFICE SUPPLIES CHARGED TO WRONG KIM- SUPPOSE TO B	156.46
		VENDOR TOTAL:	156.46
		DIVISION TOTAL:	156.46
		DEPARTMENT TOTAL:	156.46
60-ENGINEERING & DEV SERVICES			
60-ENGINEERING			
66666-MISC P-CARD VENDOR			
90302		KROY BOOK BINDERS	241.98
		VENDOR TOTAL:	241.98
		DIVISION TOTAL:	241.98
		DEPARTMENT TOTAL:	241.98
		FUND TOTAL:	555.19
501-UTILITIES ADMINISTRATION FUND			
70-UTILITIES			
71-ELECTRICAL ENGINEERING			
66666-MISC P-CARD VENDOR			
90095		WEEKLY APPOINTMENT BOOK/ROBIN KUNTZ	24.89
		VENDOR TOTAL:	24.89
		DIVISION TOTAL:	24.89
		DEPARTMENT TOTAL:	24.89
		FUND TOTAL:	24.89
503-WATER FUND			
70-UTILITIES			
73-WATER			
66666-MISC P-CARD VENDOR			
90177		PLANNER NOTEBOOK	18.39
		VENDOR TOTAL:	18.39
		DIVISION TOTAL:	18.39
		DEPARTMENT TOTAL:	18.39
		FUND TOTAL:	18.39
		GRAND TOTAL:	598.47

**Expenditure Approval Report**  
**Check Approval Date of 02/19/2019**



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
26-CUSTOMER SERVICE			
2037-POWDER RIVER OFFICE SUPPLY INC			
	89864	FOLDERS AND ENVELOPE MOISTENER	78.97
		VENDOR TOTAL:	78.97
		DIVISION TOTAL:	78.97
		DEPARTMENT TOTAL:	78.97
		FUND TOTAL:	78.97
		GRAND TOTAL:	78.97



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Memorandum of Understanding with the Campbell County Parks and Recreation Department for City Pool Operations for the 2019 Season.

**BACKGROUND:**

Enclosed is a copy of the Memorandum of Understanding (MOU) for operations of the City Pool for the 2019 Season. As has been the case for the past several years, the City of Gillette contracts with the Campbell County Parks and Recreation Department (CCPRD) to operate the City Swimming Pool. This includes hiring, training and staffing all lifeguards and supervisors at the City Pool; performing daily cleaning; general pool operations; and performing periodic health and safety tests for compliance with the Wyoming Department of Health. Pool operations are scheduled to commence on May 25, 2019, and run through August 16, 2019. CCPRD will invoice the City on a monthly basis for services to be performed.

**ACTUAL COST VS. BUDGET:**

The City has budgeted \$85,000 for the Campbell County Parks and Recreation Department to perform Pool Operation services described within the attached MOU. These estimated costs are included within budget account 503-70-77-451-30-43240.

**SUGGESTED MOTION:**

I Move to Approve a Memorandum of Understanding with the Campbell County Parks and Recreation Department for City Pool Operations for the 2019 Season.

**STAFF REFERENCE:**

Michael H. Cole, P.E., Utilities Director

**ATTACHMENTS:**

Click to download

☐ [2019 City Pool MOU with CCPR](#)

**CAMPBELL COUNTY PARKS AND RECREATION DEPARTMENT  
&  
CITY OF GILLETTE**

**MEMORANDUM OF UNDERSTANDING  
CITY POOL OPERATIONS**

- I. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Campbell County Parks and Recreation Department, by and through the Campbell County Board of Commissioners (hereinafter referred to as DEPARTMENT) and the City of Gillette (hereinafter referred to as CITY). The DEPARTMENT and CITY may be referred to herein collectively as the PARTIES. The Parties do not waive sovereign immunity by entering into this agreement
- II. **Purpose:** The purpose of this MOU is to establish specific duties and responsibilities for the operation and maintenance of the City Pool by the DEPARTMENT for the CITY. Further agreements may be developed as deemed necessary, by either party, to identify additional specific responsibilities provided such further agreements are reduced to writing and approved by both PARTIES.
- III. **Term of MOU:** This MOU shall commence one week prior to Memorial Day Weekend May 25, 2019 and continue through August 16, 2019.
- IV. **Responsibilities of the DEPARTMENT:** The scope of work includes:
- Hire and train all lifeguards working at the City Pool. These lifeguards will be employees of Campbell County and not the City and will be subject to all County employment rules, policies, procedures, and wage rates. Campbell County shall cover all lifeguards working at the City Pool under its coverage for Worker's Compensation.
  - Perform daily routine cleaning of pool, deck and locker rooms.
  - Perform backwash procedures and chemical usage needed for pool.
  - Perform basic operations of mechanical plant.
  - Maintain up to date daily water test results required by Wyoming Department of Health.
  - Schedule lifeguards: Memorial Day Weekend May 25, 2019 through August 16, 2019 as needed.
  - Provide CITY documentation of Department wages and invoice monthly.
- V. **Responsibilities of the CITY:** The scope of work includes:
- Provide all costs associated with the performance of this agreement and the operation and maintenance of the City Pool including, but not limited to, lifeguard and supervisory staff wages.
  - Provide chemicals, cleaning and maintenance materials for pool.
  - Provide start-up costs prior to opening on Memorial Day weekend and provide closing maintenance costs after August 16, 2019.
  - Provide labor necessary for all other maintenance. Examples include: mowing, trimming shrubs, turf irrigation and repairs, maintaining flower pots, etc.

- The City will continue to operate the concession stand at the swimming pool and shall be solely responsible for its staffing and terms of operation including the supplies and labor.

VI. **Ownership of Facility:** The CITY will maintain ownership of the pool and will continue to offer this amenity free of charge to all users.

VII. **Signatures:** In witness whereof, the parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood, and agree to the terms and conditions set forth herein.

Passed, Approved, and Adopted this 28 day of January, 2019

**CAMPBELL COUNTY PARKS AND RECREATION**, acting by and through the Campbell County Board of Commissioners.



*Barb Pilon*

Barb Pilon, Chairwoman  
Campbell County Parks & Recreation

(SEAL) ATTEST: *Heather Harvey*

Heather Harvey, Administrative/Financial Specialist  
Campbell County Parks & Recreation

Passed, Approved, and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF GILLETTE**

*Louise Carter-King*  
Louise Carter- King, Mayor

(SEAL) ATTEST: \_\_\_\_\_

Karlene Abelseth, City Clerk



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the 2018 Sanitary Sewer Main Replacement to Mountain View Building, Inc., in the Amount of \$548,628.00 (1% Project).

**BACKGROUND:**

This project will be replacing an existing sanitary sewer main adjacent to Potter Avenue from University Road to Potter Avenue (approximately 490 LF of 12" PVC). Included with this project will be some slope stabilization in the area disturbed by construction of the new sanitary sewer main.

**ACTUAL COST VS. BUDGET:**

The City of Gillette, Purchasing Division, opened bids for this project at the City Warehouse on Thursday, January 31, 2019 at 2:30 P.M..

The following table summarizes the bids received and the Engineer's Estimate.

BIDDER	TOTAL BID
LJS Concrete and Excavation	\$758,203.00
Wyoming Earthmoving Corporation	\$756,475.94
JR Civil	\$741,733.07
Hot Iron, Inc.	\$617,866.19
Mountain View Builders	\$548,628.00
<b>Engineer's Estimate</b>	<b>\$799,750.00</b>

**BID IRREGULARITIES:**

The five bidders on the project were LJS Concrete & Excavation, Wyoming Earthmoving Corporation, JR Civil, Hot Iron, Inc., and Mountain View Building, Inc.. All bids were submitted on time and had the required Bid Bond. All bids included a Residency Certificate and acknowledged Addendum #1.

**CONSTRUCTION ESTIMATE:**

The total construction cost for this project was estimated at \$799,750.00 and was prepared by DOWL. The low bid from Mountain View was \$548,628.00, approximately 31% lower than the Engineer's Estimate.

**BUDGET:**



Monies for this project have been budgeted from the 1% Optional Sales Tax Fund #201-10-05-419-70-47420 in the amount of \$1,600,000.00.

**CONTRACTOR'S REVIEW:**

Mountain View Builders has no apparent problem with their bid.

Bid Tabulation is attached.

**SUGGESTED MOTION:**

I move for Approval of a Bid Award for the 2018 Sanitary Sewer Main Replacement Project to Mountain View Building, Inc., in the amount of \$548,628.00 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Bid Tabulation</a>
<input type="checkbox"/> <a href="#">Site Map</a>
<input type="checkbox"/> <a href="#">Map</a>



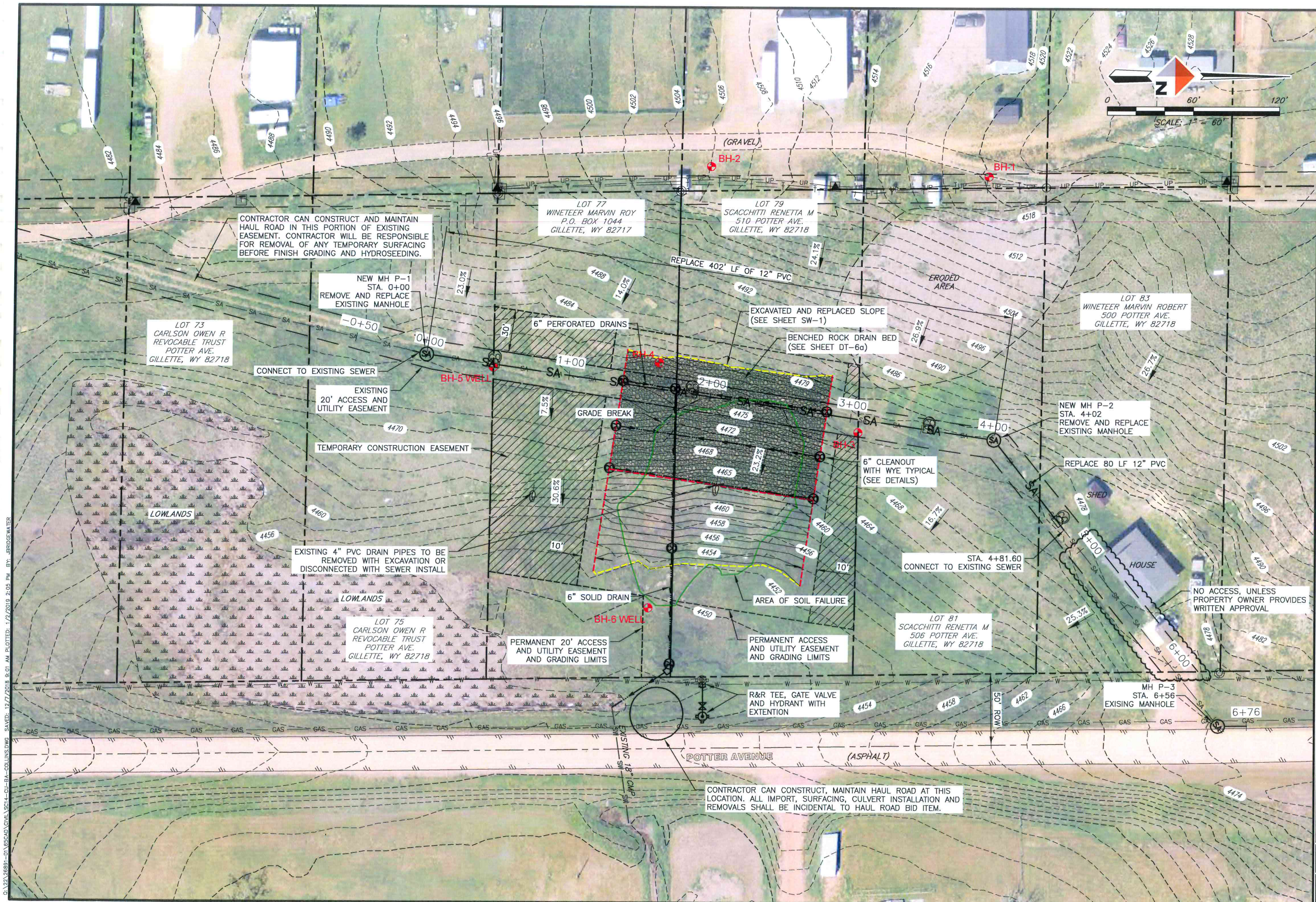


City of Gillette  
2018 Sanitary Sewer Main Replacement Project  
ISEN06



				1		2		3		4		5					
				Engineer's Estimate		Wyoming Earth Moving Corp.		JR Civil, LLC		LJS Concrete & Excavating		Hot Iron		Mountain View Building			
Bid Item No.	Item Name	Units	Bid Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
<b>01020 CONTRACT PAY ITEMS</b>																	
01020.01	Mobilization	LS	1	\$56,000.00	\$	56,000.00	\$15,000.00	\$	55,792.00	\$	55,792.00	\$	64,910.05	\$	62,607.00		
01020.02	Contract Bonds	LS	1	\$15,000.00	\$	15,000.00	\$24,000.00	\$	17,873.56	\$	17,873.56	\$	6,200.00	\$	7,621.00		
01020.03	Force Account	LS	1	\$70,000.00	\$	70,000.00	\$70,000.00	\$	70,000.00	\$	70,000.00	\$	70,000.00	\$	70,000.00		
<b>01500 SEDIMENT AND EROSION CONTROL</b>																	
01500.11	Construction Stormwater Management	LS	1	\$10,000.00	\$	10,000.00	\$8,500.00	\$	8,500.00	\$	8,500.00	\$	4,500.00	\$	11,022.00		
01500.12	Install Silt Fence	LF	240	\$5.00	\$	1,200.00	\$6.83	\$	1,639.20	\$	1,296.00	\$	1,320.00	\$	390.00		
01500.14	Install Erosion Blankets	SY	6,200	\$4.00	\$	24,800.00	\$2.23	\$	13,826.00	\$	13,826.00	\$	14,947.00	\$	15,500.00		
01500.15	Install Wattles	LF	550	\$4.00	\$	2,200.00	\$6.59	\$	3,654.50	\$	2,800.00	\$	2,250.00	\$	1,650.00		
<b>01510 TRAFFIC CONTROL</b>																	
01510.01	Construction Signage & Traffic Control	LS	1	\$3,000.00	\$	3,000.00	\$5,000.00	\$	5,000.00	\$	2,873.33	\$	2,873.33	\$	3,767.00		
01510.03	Project Identification Sign	LS	1	\$1,700.00	\$	1,700.00	\$2,700.00	\$	3,487.62	\$	3,487.62	\$	1,700.00	\$	1,700.00		
<b>02050 REMOVE &amp; DISPOSE STRUCTURES &amp; OBSTRUCTIONS</b>																	
02050.05	Remove Existing Fencing (For Existing Fire Hydrant)	E.A.	1	\$600.00	\$	600.00	\$1,000.00	\$	515.36	\$	315.36	\$	750.00	\$	453.60		
02050.07	Remove Existing Fire Hydrant	E.A.	1	\$1,500.00	\$	1,500.00	\$1,800.00	\$	960.69	\$	610.69	\$	1,800.00	\$	776.00		
02050.08	Remove Valve (Fire Hydrant)	E.A.	1	\$600.00	\$	600.00	\$1,000.00	\$	515.36	\$	315.36	\$	600.00	\$	453.60		
02050.11	Remove Sanitary Sewer Man	LF	490	\$20.00	\$	9,800.00	\$12.00	\$	5,880.00	\$	1,470.00	\$	6,400.00	\$	5,880.00		
02050.12	Remove Sanitary Sewer Manhole	E.A.	2	\$7,600.00	\$	4,000.00	\$4,500.00	\$	9,000.00	\$	2,677.22	\$	4,500.00	\$	1,600.00		
02050.25	Remove Existing Sanitary Sewer Service	LF	40	\$10.00	\$	1,000.00	\$55.00	\$	2,200.00	\$	740.00	\$	560.00	\$	360.00		
<b>02190 AGGREGATES</b>																	
02190.02	Drum Gravel (grading B (1 inch minus))	TN	1,700	\$40.00	\$	68,000.00	\$36.50	\$	62,050.00	\$	97,917.00	\$	88,000.00	\$	61,200.00		
<b>02110 EXCAVATION AND EMBANKMENT</b>																	
02110.01	Unclassified Excavation Above Subgrade	CY	6,000	\$30.00	\$	180,000.00	\$29.00	\$	174,000.00	\$	117,940.00	\$	170,000.00	\$	29,000.00		
02110.02	Excavation Below Subgrade (As Approved for Rejected Material)	CY	600	\$20.00	\$	12,000.00	\$16.00	\$	9,600.00	\$	31,890.00	\$	24,000.00	\$	3,600.00		
02110.03	Rejected Material Disposal (As Approved)	CY	600	\$15.00	\$	9,000.00	\$14.00	\$	8,400.00	\$	33,010.00	\$	10,600.00	\$	3,300.00		
02110.06	Import Material Below (1" Clay) Slope Backfill 80/100 - As Approved for Rejected Material (600 cy)	CY	1,500	\$30.00	\$	45,000.00	\$29.00	\$	43,500.00	\$	66,660.00	\$	77,200.00	\$	24,750.00		
02110.07	4" Subgrade Preparing (Excavated & Replaced Slope Area)	SY	2,500	\$12.00	\$	30,000.00	\$5.25	\$	13,125.00	\$	9,320.00	\$	22,500.00	\$	16,250.00		
02110.09	Construct Temporary Haul Road	LS	1	\$20,000.00	\$	20,000.00	\$6,500.00	\$	12,491.88	\$	12,491.88	\$	10,000.00	\$	8,940.00		
02110.10	Finish Grade (Haul Road Location)	LS	1	\$3,000.00	\$	3,000.00	\$4,200.00	\$	9,403.29	\$	31,009.00	\$	12,000.00	\$	6,634.00		
<b>02120 TRENCH EXCAVATION</b>																	
02120.01	Exploratory Excavation	HR	10	\$200.00	\$	2,000.00	\$245.00	\$	2,450.00	\$	3,564.00	\$	4,000.00	\$	1,750.00		
02120.02	Underground Facility Locates	EA	10	\$500.00	\$	5,000.00	\$650.00	\$	6,500.00	\$	11,600.00	\$	17,000.00	\$	4,000.00		
02120.04	Dewatering	LS	1	\$20,000.00	\$	20,000.00	\$30,000.00	\$	30,000.00	\$	6,985.27	\$	5,600.00	\$	29,201.00		
<b>02125 TRENCH BACKFILL</b>																	
02125.01	Install Type 1 Pipe Bedding (As Approved for area not in drain rock)	CY	50	\$30.00	\$	1,500.00	\$33.00	\$	1,650.00	\$	3,121.50	\$	1,700.00	\$	2,500.00		
02125.02	Install Trench Foundation (As Approved for area not in drain rock)	TN	100	\$60.00	\$	6,000.00	\$52.00	\$	5,200.00	\$	6,111.00	\$	2,000.00	\$	1,800.00		
<b>02180 TOPSOIL</b>																	
02180.01	Place Topsoil	CY	950	\$25.00	\$	23,750.00	\$10.00	\$	9,500.00	\$	12,027.00	\$	5,700.00	\$	2,375.00		
02180.03	Stockpile Topsoil	CY	950	\$25.00	\$	23,750.00	\$10.00	\$	9,500.00	\$	1,470.70	\$	4,275.00	\$	2,375.00		
<b>02530 CONCRETE SIDEWALKS, DRIVEWAYS, CURBS</b>																	
02530.10	Install Splash Pan for Fire Hydrant	SF	24	\$25.00	\$	600.00	\$26.50	\$	636.00	\$	5,272.24	\$	1,560.00	\$	1,176.00		
<b>02645 FIRE HYDRANTS</b>																	
02645.01	Install Fire Hydrant Assembly Complete	E.A.	1	\$4,000.00	\$	4,000.00	\$6,250.00	\$	6,531.80	\$	6,531.80	\$	7,000.00	\$	4,794.00		
02645.02	Install Fire Hydrant Bells	E.A.	2	\$500.00	\$	1,000.00	\$1,200.00	\$	1,470.70	\$	1,470.70	\$	1,600.00	\$	1,094.00		
<b>02645 WATER DISTRIBUTION &amp; TRANSMISSION</b>																	
02645.016	Install 8" Water Main (Fire Hydrant Extension)	LF	25	\$45.00	\$	1,125.00	\$48.00	\$	1,200.00	\$	1,930.00	\$	1,570.00	\$	1,275.00		
02645.0366	Install 8" 4" x 8" Tee (Fire Hydrant)	E.A.	1	\$1,000.00	\$	1,000.00	\$2,100.00	\$	2,100.00	\$	808.63	\$	800.00	\$	928.00		
02645.11	Install 8" Gate Valve (Fire Hydrant Valve)	E.A.	1	\$1,200.00	\$	1,200.00	\$2,800.00	\$	3,019.45	\$	1,910.45	\$	2,500.00	\$	1,573.00		
02645.18	Connect to Existing Water Main (Fire Hydrant Tee Connection)	E.A.	1	\$1,200.00	\$	1,200.00	\$2,400.00	\$	2,400.00	\$	1,081.39	\$	2,400.00	\$	5,000.00		
<b>02700 SANITARY SEWER SYSTEMS</b>																	
02700.0112	Install 12" Sanitary Sewer Main	LF	490	\$65.00	\$	31,850.00	\$36.00	\$	17,640.00	\$	23,676.80	\$	31,850.00	\$	31,850.00		
02700.03	Install Base Sanitary Sewer Manhole (5' Depth)	E.A.	2	\$5,000.00	\$	10,000.00	\$8,500.00	\$	17,000.00	\$	9,621.78	\$	8,400.00	\$	16,664.00		
02700.04	Install Additional Sanitary Sewer Manhole Depth	VF	6	\$300.00	\$	1,800.00	\$1,125.00	\$	6,750.00	\$	2,100.15	\$	2,900.00	\$	2,000.00		
02700.09	Connect to Sanitary Sewer Main	E.A.	2	\$2,000.00	\$	4,000.00	\$3,000.00	\$	7,600.00	\$	3,019.58	\$	6,000.00	\$	7,600.00		
02700.114	4" Install Sanitary Sewer Service	LF	40	\$60.00	\$	2,400.00	\$70.00	\$	2,800.00	\$	2,960.40	\$	7,000.00	\$	3,780.00		
02700.144	4" Install Sanitary Sewer Service Cleanout	E.A.	4	\$500.00	\$	2,000.00	\$517.50	\$	2,150.00	\$	927.28	\$	2,400.00	\$	2,060.00		
02700.16	Install Utility Marker	E.A.	2	\$300.00	\$	600.00	\$500.00	\$	1,000.00	\$	112.25	\$	400.00	\$	122.00		
<b>02701 SEWER BYPASS PUMPING</b>																	
02701.01	Sewer Bypass Pumping	LS	1	\$10,000.00	\$	10,000.00	\$16,000.00	\$	16,000.00	\$	44,976.61	\$	15,600.00	\$	23,850.00		
<b>02725 STORM DRAINS, TRICKLE CHANNELS &amp; CULVERTS</b>																	
02725.22	Install Sub-Drain System	LF	690	\$15.00	\$	11,025.00	\$63.00	\$	43,504.50	\$	18,064.20	\$	19,320.00	\$	9,660.00		
02725.23	Install Sub-Drain Cleanout	E.A.	9	\$500.00	\$	4,500.00	\$1,177.78	\$	10,600.02	\$	6,598.63	\$	5,950.00	\$	5,432.00		
<b>02895 GEOTECHNICALS</b>																	
02895.01	Install Non-Woven Geotextile Fabric (Around Drain Gravel) (SY for Top & Bottom of Rock)	SY	2,300	\$8.00	\$	18,400.00	\$7.50	\$	17,000.00	\$	8,996.00	\$	22,590.00	\$	22,400.00		
<b>02900 LANDSCAPING</b>																	
02900.09	Hydroseeding	SF	60,000	\$0.25	\$	15,000.00	\$0.14	\$	8,400.00	\$	6,000.00	\$	18,000.00	\$	10,500.00		
TOTAL FOR BID SCHEDULE				\$	799,750.00	TOTAL	\$	756,475.94	TOTAL	\$	741,733.87	TOTAL	\$	617,866.19	TOTAL	\$	548,638.00







# 2018 Sanitary Sewer Main Replacement Project

E Collins Rd

Radio Rd

Mills Ave

Potter Ave

M & M Cir



G:\CityShared\Council Meeting\GIS  
Work\CityPost2018.mxd

**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
www.gillettewy.gov

0 100 200

Feet

February 05, 2019

Service With P.R.I.D.E.

Productivity responsibility Integrity Enthusiasm





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CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management Services Associated with the 2018 Sanitary Sewer Main Replacement Project with DOWL in the Amount of \$79,790.00 (1% Project).

**BACKGROUND:**

This contract will consist of project oversight and inspection services for the 2018 Sanitary Sewer Main Replacement Project. This project consists of installing approximately 490 LF of 12" PVC sanitary sewer main replacement adjacent to Potter Avenue from University Road to Potter Avenue. Also included with this project will be some slope stabilization in the area disturbed by construction of the new sanitary sewer main.

**ACTUAL COST VS. BUDGET:**

The cost for this construction management professional service contract is \$79,790.00 which is 14.5% of the construction cost of \$548,628.00 or \$1,595.80/day based on a 50 working day contract. These rates are well within acceptable typical construction rates seen on similar construction projects.

**SUGGESTED MOTION:**

I move for Approval of a Professional Services Agreement for Construction Management Services Associated with the 2018 Sanitary Sewer Main Replacement Project, with DOWL, in the Amount of \$79,790.00 (1% Project).

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

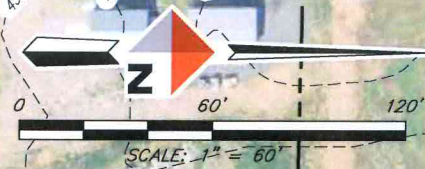
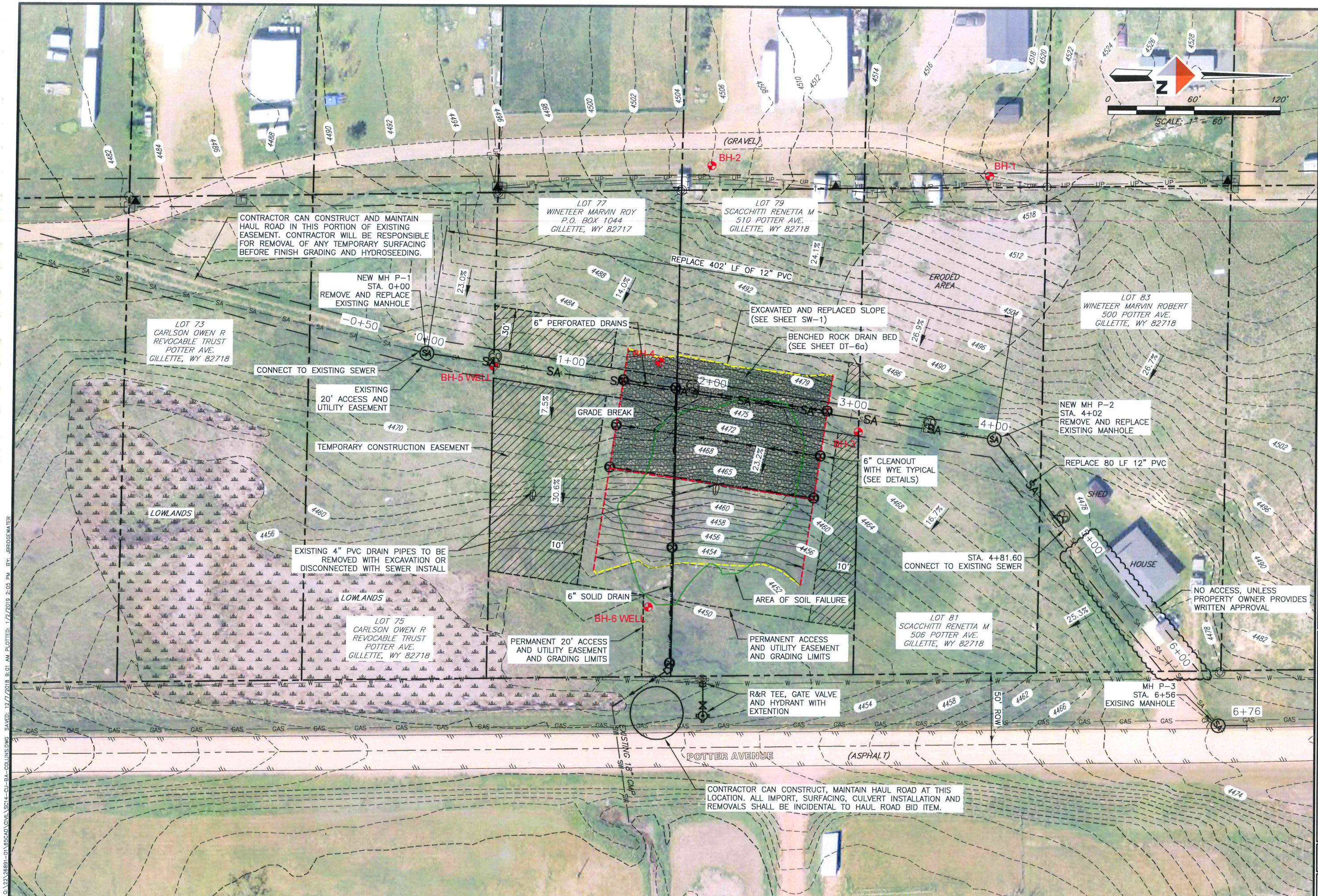
**ATTACHMENTS:**

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<input type="checkbox"/> <a href="#">Site Map</a>
<input type="checkbox"/> <a href="#">Agreement</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>
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<input type="checkbox"/> <a href="#">Exhibit C</a>
<input type="checkbox"/> <a href="#">Exhibit D</a>

<input type="checkbox"/> <a href="#">Exhibit E</a>
<input type="checkbox"/> <a href="#">Exhibit G</a>
<input type="checkbox"/> <a href="#">Exhibit H</a>
<input type="checkbox"/> <a href="#">Exhibit I</a>
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CITY OF GILLETTE  
2018 SANITARY SEWER  
MAIN REPLACEMENT  
SITE PLAN

REV.	REVISION DESCRIPTION	DATE	BY

**DOWL**

1901 Energy Court, #170  
Gillette, Wyoming 82718  
307-686-4181

DATE: 01/02/2019  
JOB NO: 5322.26891.01  
DRAWN BY: JB  
APPROVED BY: AS

SHEET NUMBER  
SP-1



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

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

THIS IS AN AGREEMENT effective as of February 19<sup>th</sup>, 2019 ("Effective date") between

City of Gillette, 201 East 5<sup>th</sup> Street, Gillette, WY 82716 ("Owner") and

DOWL, 1901 Energy Court, Suite 170, Gillette WY 82718 ("Engineer").

Owner intends to 18EN06 – 2018 Sanitary Sewer Replacement Construction Administration ("Project").

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

**3.01 Commencement**

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

**3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

- B. 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

#### ARTICLE 4 – INVOICES AND PAYMENTS

##### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.
- B. Subcontracted work and other expenses will be paid from invoices with no percentage markup by the Engineer.
- C. Payments shall be made by Owner directly to Engineer only for services rendered and upon submission of approved monthly progress payment requests based on hourly rate and reimbursable expenses provided in accordance with the schedules in Exhibit C.
- D. The Engineer shall submit a brief progress report summarizing project activities in the billing period with each Engineer's payment request.
- E. ~~The Owner may elect to retain 10% of each progress payment for Engineer's services. If the owner elects to withhold retainage for Engineer's services, the Owner shall notify the Engineer and in writing. Engineering retainages shall be held by the Owner in accordance with COG policies. The Owner may release retainage at certain stages of the project e.g., Bid Opening, and will release retainage at the conclusion and acceptance of the project.~~
- F. ~~The Engineer shall submit a construction progress report with each Construction invoice.~~

##### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses



within thirty (30) days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.5 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's Opinions of Probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since 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 wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### ~~5.02 *Designing to Construction Cost Limit*~~

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- 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 Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.



- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

#### 6.02 ~~Design Without Construction Phase Services~~

- A. ~~If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.~~

#### 6.03 *Use of Documents*

- A. ~~All Documents are instruments of service in respect to this Project, and Engineering shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineering) whether or not the project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. shall be the property of the Owner and, upon request by the Owner, Engineer shall physically deliver copies of the requested documents, in the format requested, to the Owner. The Engineer shall be compensated by the Owner for associated direct costs including labor, copying, and delivery. Any reuse without written verification or adaptation by the Engineer other than the specific original intended purpose will be at the Owner's sole risk and without liability of legal exposure to the Engineer.~~
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any

transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, 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 or on any other project 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 Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." ~~Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~—The City of Gillette is a member of the Wyoming Association of Risk Management (WARM). Insurance coverage shall be provided in accordance with Exhibit G.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.



- D. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

##### A. *Suspension.*

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

##### B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

###### 1. *For cause,*

- a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven (7) 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 (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.



- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (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, sixty (60) days after the date of receipt of the notice.
- 2. For convenience,
  - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. ~~This Agreement is to be governed by the law of the state in which the Project is located.~~ Enforcement of the Agreement is to be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be District Court of Owner's locality.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party

to this Agreement and to the partners, 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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. 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.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.



- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents 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 Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.



- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, 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 the Project.
- F. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the “Standard General Conditions of the Construction Contract,” prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which 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. §§1801 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.; and [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.
  5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.



6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of 18 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 4 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 9 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 5 pages.

- E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.
- F. Exhibit F, "Construction Cost Limit," consisting of        pages.
- G. Exhibit G, "Insurance," consisting of 3 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 2 pages.
- I. Exhibit I, "Allocation of Risks," consisting of 5 pages.
- J. Exhibit J, "Special Provisions," consisting of        pages. Not Used
- K. Exhibit K, "Amendment to Owner-Engineer Agreement," consisting of        pages. Not Used

#### 8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the exhibits identified above) 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 based on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

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

Owner:

Engineer:

City of Gillette, Wyoming

DOWL

By: Louise Carter - King

By: Mark Hines, PE

Title: Mayor

Title: Gillette Office Manager

Date

Date

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

2/4/2019

Attest: \_\_\_\_\_

Engineer License or Certificate No. E-0159

State of: Wyoming

(City Clerk)

Address for giving notices:

Address for giving notices:

201 E. 5<sup>th</sup> Street

1901 Energy Court, Suite 170

Gillette, WY 82716

Gillette, WY 82718

Designated Representative (see Paragraph 8.03.A):

Designated Representative (see Paragraph 8.03.A):

Steven L. Peterson, P.E.

Adam Spindler, P.E.

Title: Capital Projects Coordinator

Title: Project Manager

Phone Number: (307) 687-2531

Phone Number: 307-686-4181

Facsimile Number: (307) 686-0952

Facsimile Number: 307-686-4858

E-Mail Address: stevenp@gillettewy.gov

E-Mail Address: aspindler@dowl.com



This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

## **Engineer's Services**

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A.1.01 Study and Report Phase*

##### **A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate \_\_\_\_\_ alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its ENGINEERS; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
7. Furnish \_\_\_\_\_ review copies of the Report and any other deliverables to Owner within \_\_\_\_\_ calendar days of authorization to begin services and review it with Owner. Within \_\_\_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. ~~Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_\_\_ calendar days of receipt of Owner's comments.~~
- B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

*A.1.02 Preliminary Design Phase*

- A. ~~After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and Upon written authorization from Owner, Engineer shall:~~
  1. ~~Prepare Preliminary Design Phase documents consisting of final design criteria, (50%—effort) preliminary drawings, outline specifications, 50% Opinion of Probable Cost, Quantity Estimates, Reports and written descriptions of the Project as further described in Appendix 1 of EXHIBIT A of the Agreement.~~
  2. ~~Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
  3. ~~Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
  4. ~~Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
  5. ~~Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~
    - a. ~~None~~
  6. ~~Furnish number of review copies of the Preliminary Design Phase documents and any other deliverables to Owner as indicated in Attachment 1 of Exhibit A, within 43 calendar days of authorization to proceed with this phase, and review them with Owner. Within twenty-one (21) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
  7. ~~Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 calendar days after receipt of Owner's comments.~~



- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

#### *A.1.03 Final Design Phase Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and Upon written authorization from Owner, Engineer shall provide the professional services indicated in Appendix 1 of Exhibit A which were outlined in the Request for Proposals and amended herein during the Consultant selection and contract negotiations stages of the project.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the City authorizes approval of a construction contract, following the completion of the bidding tasks, and once the Notice of Award has been executed by the City of Gillette, or upon cessation of negotiations with prospective contractors.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently. At this time, only one (1) prime construction contract is anticipated.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### *A.1.04 Bidding or Negotiating Phase*

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall perform the following services described in Appendix 1 of this exhibit:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. ~~Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.~~
  3. ~~Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
  4. ~~Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~
  5. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:~~
  6. ~~Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- B. ~~The Bidding or Negotiating Phase will be considered complete on the date when the City authorizes approval of a construction contract, following completion of the bidding tasks, and once the Notice of Award has been executed by the City of Gillette, or upon cessation of negotiations with prospective contractors. (except as may be required if Exhibit F is a part of this Agreement).~~

#### A.1.05 Construction Phase

- A. ~~Upon successful completion of the Final Design and Bidding and Negotiating Phase(s), and upon written authorization from Owner, Engineer shall perform the following services described herein:~~
1. *General Administration of Construction Contract.* ~~Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. Engineer will perform all inspections, test and approvals of samples, materials, and equipment specifically required in this Contract.~~
  2. *Resident Project Representative (RPR).* ~~Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
  3. *Select Independent Testing Laboratory.* ~~Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~



4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site, generate and distribute meeting minutes.
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* ~~As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.



8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives for Owner execution. The Engineer shall not approve work outside a construction contract without an executed Change Order. The Engineer shall promptly provide copies of all executed Change Orders, Field Orders, and Work Directives to the Owner.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be



inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer



~~will be limited as provided in Paragraph A1.05.A.11. Engineer will review completion documents and incorporate them into Operation and Maintenance manuals for the Owner. Engineer will provide any operational recommendations into the Operation and Maintenance manuals. This scope does not include comprehensive technical manuals detailing the operation of the Owner's systems beyond the items specifically listed above.~~

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: None
  19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
  20. *Final Payment Notices and Advertisements.* ~~Engineer will include the requirement for notices and advertisements for final payment in construction contract documents.~~
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A.1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner to complete work in accordance with A2.01, Engineer, during the Post-Construction Phase, shall:
  1. ~~Provide assistance in connection with the adjusting of Project equipment and systems.~~



2. ~~Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
  3. ~~Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.~~
- B. ~~During the Post-Construction Phase, and included in the total fee in Appendix C, the Engineer shall:~~
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  2. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
None
  3. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Normal changes due to Owner comments are included in the Basic Services scope and fee. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, significant or major scope changes due to Owner comments, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and

revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. ~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultant's for other than Basic Services.
9. Services attributable to more prime construction contracts than one.
10. Services during out-of-town travel required of Engineer other than for visits to the Site, and Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. ~~Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related~~



~~engineering services needed for the transfer of interests in real property; and providing other special field surveys. Any re-staking of previously staked construction survey work.~~

16. Providing Construction Phase services beyond the original date for final completion of the Work. Engineer will cause liquidated damages clauses to be placed in the construction contract to cover additional Engineer's services due to Contractor's activities beyond the Substantial and Final Completion date(s). Any of Engineer's additional services due to Contractor's activities beyond the Substantial and Final Completion date(s) that would not be covered by liquidated damages would require written acceptance by the Owner.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. ~~Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.~~
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as an Engineer or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### *A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern,

- (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
  7. Services during the Construction Phase rendered after the date stated in A1.05.B.
  8. **Providing construction surveys and staking to enable Contractor to perform the work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys. Any re-staking of previously staked construction survey work.**
  9. **Materials testing services during construction including density testing of subgrade, crushed base, trench backfill, and associated services. Concrete testing including temperature, slump, air content, compression tests and associated services.**

E-500 Exhibit A, Sept 2004



This is **Appendix 1 to EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

## **Scope of Services**

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The following is the scope of services for this project:

For the purposes of this scope Construction Administration tasks are assumed to span from the middle of April 2019 through May 2019, generally the anticipated timeframe from Notice to Proceed through Final Completion. The Contractor's schedule allows 40 working days to reach Substantial Completion. Services included under this scope include project management, submittal review and processing, meetings and general coordination as well as project closeout tasks after construction is finished. One project representative is assumed to be onsite during construction operations, with attendant support from the project engineer and project manager as appropriate. The following is a brief description of the tasks for this project:

### **1. Project Management**

DOWL will consult with and advise the City of Gillette and act as the City's representative as provided in the Standard General Conditions of the Project Manual. The extent and limitations of the duties, responsibilities and authority of DOWL are covered in the Standard General Conditions and this Amendment. DOWL will act as initial interpreter of the requirements of the Contract Documents and make recommendations as to the acceptability of the work and act upon any claims submitted by the Contractor.

This task includes the following:

- a. **Project Management.** DOWL will provide project management services throughout the project. Project manager will coordinate all project work performed by the project engineer, inspector, and surveyor. Project manager will be responsible for administering project budget and preparing the Engineer's monthly pay requests to the City of Gillette.
- b. **Pre-construction Conference.** DOWL will conduct the Pre-construction Meeting. Responsibilities will include scheduling the meeting, preparing agenda, conducting the meeting, taking and distributing minutes, and providing overall coordination.
- c. **Filing and Correspondence.** All documents, correspondence, submittals, drawings, and other administrative records will be filed in a logical and retrievable filing system. DOWL will receive, log, stamp, route, and file all correspondence from the Contractor, City and other parties. Type, log, stamp, file, and transmit all letters, memoranda, and other correspondence, as necessary, to answer incoming correspondence and/or respond to specific construction issues.



- d. Photographic Inventory. Pre-existing site conditions will be documented by taking photographs and digital video. This documentation will be on file at DOWL's office throughout the duration of the project.
- e. Field Orders. DOWL will issue Field Orders as required. Field Orders will be issued for all changes in the scope which do not result in either an increase or decrease to the contract price or time. Field Orders may be needed to clarify the work or make adjustments in the work.
- f. Change Orders and Work Change Directives. If necessary, DOWL will issue and process Change Orders and Work Change Directives as required during the project. Upon review and agreement by all parties, Change Orders modifying the construction contract will be forwarded to the Contractor and the City for signature.
- g. Claims. If necessary, DOWL will review any claims filed by the Contractor or the City. The cost for administering or resolving claims beyond an initial assessment and response is not included in this project budget.

## **2. Resident Project Representative/Field Observation**

DOWL will provide construction observation and quality assurance monitoring during the construction phase of the contract. The purpose of construction observation is to enable DOWL to provide the City a degree of confidence that the completed work conforms to the contract documents, and that the integrity of the design concept as contained in the contract documents is implemented by the Contractor.

While DOWL is observing construction and communicating to the Contractor the observation of work which does not comply with the Contract Documents and any work the Engineer will not accept, we cannot guarantee the performance of the Contractor.

It is assumed one representative will be onsite throughout the duration of construction of the project. In addition, DOWL's project engineer and project manager will be available as needed for construction related services and problem resolution. The following services will be provided as part of construction observation.

- a. Field Meetings. Project Engineer and Representative will participate in weekly field meetings (tailgate meetings) with the Contractor to address questions, conflicts, problems, schedules and the like. DOWL will make notes of these meetings; however no meeting minutes will be prepared or distributed.
- b. Materials and Equipment. Observe and visually inspect the materials, equipment, and supplies delivered to the project site.

- c. **Workmanship.** Observe the Contractor's work with respect to quality, suitability, and conformance with the requirements and codes of the Contract Documents, as well as with generally accepted levels of workmanship.
- d. **Observe Testing.** Observe test demonstrations of equipment and materials as required by the Contract Documents. This task is limited to observing routine construction tests such as leakage tests, pressure tests, compaction tests, etc.
- e. **Records/Reports.** DOWL's on-site representative will keep daily diaries, quantity ledgers, work force and equipment records, and maintain a photographic record of the work. In addition to the inspector's records, a submittal log and a file for all field notes, calculations, correspondence and test reports that occur during construction will be kept.
- f. **Substantial Completion.** When Contractor has completed installation of all surface features and the water system has been flushed, chlorinated and passed bacteriological tests, DOWL will review the overall project status and make a recommendation as to Substantial Completion. If the project is Substantially Complete, a Certificate of Substantial Completion with an attached punch list of remaining deficiencies and omissions will be prepared.
- g. **Final Completion and Closeout.** When the punch list has been addressed, DOWL's project representative will visit the site and verify completion. DOWL will then coordinate a final inspection with the City and Contractor when requested by the Contractor. When the project is complete, a Certificate of Final Completion will then be prepared for the Contractor's signature. Submittals from the Contractor for lien releases, waiver of claims, consent of surety to final payment, and a Contractor's Affidavit of Payment will be obtained. Upon satisfactory receipt of the Contractor's closeout documents, DOWL will recommend acceptance of the project by the City.
- h. **Submittals/Shop Drawing Review.** Shop drawings, material certificates and product literature are to be submitted by the Contractor. DOWL will index, log, review and distribute the documents as appropriate. The review of the shop drawings will be for compliance with the design concept of the project and in compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.
- i. **Monthly Pay Estimates.** Prepare the detailed monthly pay estimate for the construction work, consistent with the Contract Documents. The monthly pay estimate will be forwarded to the City for approval and payment.
- j. **Contractor's Progress Schedule.** Review Contractor's schedule updates for conformance with the contract documents.



### **3. Construction Surveying**

Necessary vertical and horizontal surveying control consistent with the requirement of the contract documents will be established. A listing of the coordinates and elevations of these points will be provided to the Contractor. The Contractor shall provide a minimum of 48 hours advance notice for construction staking. DOWL will provide the construction surveys listed below:

- a. Stake horizontal and vertical alignment of new fire hydrant lines and groundwater subdrain lines at 50-foot intervals, as well as fittings, cleanouts, hydrants, valves, and other appurtenances as required for installation.
- b. Stake horizontal and vertical alignment of new sanitary sewer manholes and sewer mains at requested offsets.
- c. Stake excavation limits including subgrade and aggregate drain rock at 50-foot intervals on a grid.
- d. Perform topo surveys for unclassified and drain rock quantities (top of subgrade & top of rock).
- e. Provide property line and easement locations for contractor's work area (legal survey not included).

### **4. Materials Testing**

In accordance with the City of Gillette Standard Construction Specifications, DOWL will coordinate and perform density testing of materials to provide quality assurance for this project. Materials testing shall include:

- a. Field compaction testing of trench backfill, unclassified excavation, and import material.
- b. Soil and drain rock sampling and generation of up to 5 modified proctor curves, 8 Atterberg tests, and 8 sieve analysis tests, 3 direct shear tests, 2 organic content tests, and 4 moisture checks for use on the project
- c. Sampling and testing of concrete to include up to 1 set of slump/air/unit weight tests and 1 set of cylinder molds and breaks.

Upon completion of the field tests, results will be reported to the Contractor so corrective actions can be performed, if necessary. This task includes costs for initial tests only. In accordance with the Contract Documents, re-tests due to failure are at the expense of the Contractor.

### **5. Post Construction Services**

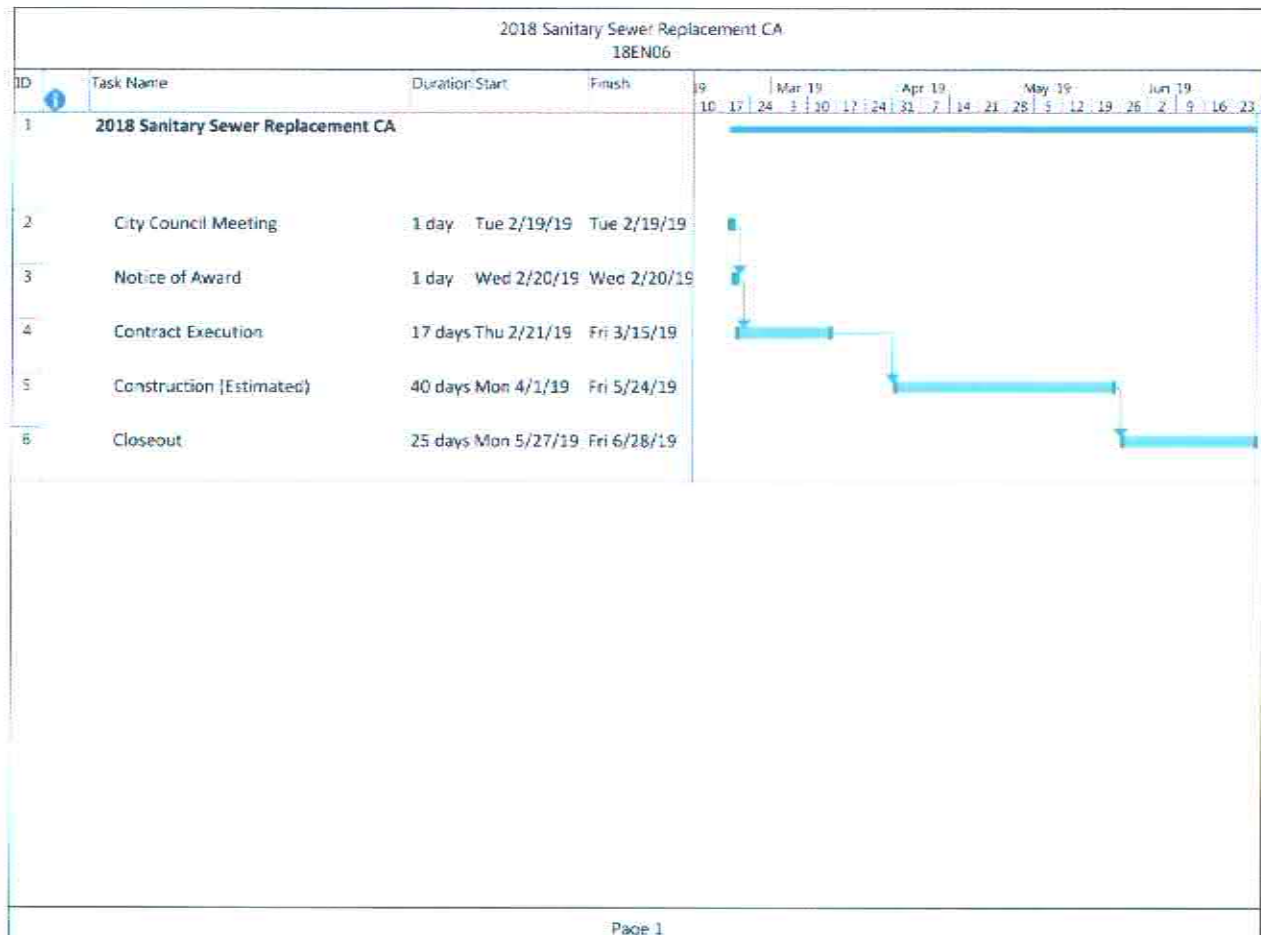
DOWL will provide services associated with closeout of the project. This work shall include preparation of necessary closeout forms as required by the City of Gillette Standard Construction Specifications and record drawings in AutoCAD format.

- a. Record Survey. DOWL will perform a record survey of as-constructed surface features installed under this project including curb and gutter, sidewalk, water system appurtenances, storm inlets and manholes, and trickle channels. This information will be incorporated into the record drawings.
- b. Record Drawings. DOWL will prepare record drawings as part of the project closeout. These drawings will be prepared by utilizing record survey information, design drawings, records of authorized changes, field notes, Contractor's red-line drawings of record and photographs taken during construction. DOWL will provide the City of Gillette with three (3) 11x17 copies of the record drawings and one electronic copy of the record drawings in AutoCAD format in accordance with the City's established standards.
- c. Final Report. DOWL will prepare a final report as part of the project closeout. The final report will include combined testing results for street, water main, sewer main and street construction.
- d. Warranty Inspection. Approximately 11 months after Substantial Completion, the City and DOWL will make the warranty inspection of the project. If defects are found, the Contractor will be notified for correction. DOWL will make follow-up inspections.

#### END OF SCOPE OF SERVICES

This is **Appendix 2 to EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

## Proposed Schedule





This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Previously completed property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.



- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. *No Hire.* ENGINEER and OWNER agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after the work of this Agreement is completed or this Agreement is terminated.
- R. *Jobsite Safety.* Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or the ENGINEER's Employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER's agreement with the Contractor shall require the Contractor to indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants from and against all claims arising out of or resulting from the performance of the Work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability Coverage, which, in addition to the Contractor's general liability insurance policy, shall name the OWNER, the ENGINEER, and the ENGINEER's subconsultants as insureds and which shall indemnify the OWNER, ENGINEER and the ENGINEER's subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.

- S. *Contingency.* The Owner and Engineer acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design and construction phases of the Project. As a result, unforeseen changes may cause the final construction and engineering costs of the Project to exceed the initial Project cost estimates for construction and engineering. The Owner agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project costs.
- T. Perform or provide the following additional services: (none)

This is **EXHIBIT C**, consisting of 9 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 19<sup>th</sup>, 2019.

### Payments to Engineer for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### **ARTICLE 4 – INVOICES AND PAYMENTS**

##### *C4.01 Compensation For Basic Services – Standard Hourly Rates Plus Reimbursable Expenses Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, 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 for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
  2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  3. The total compensation for services under Paragraph C4.01 is estimated to be \$79,790.00 based on the following assumed distribution of compensation:

a. Project Management	\$	
b. Preliminary Design Phase	\$	
c. Final Design Phase	\$	
d. Bidding or Negotiating Phase	\$	
e. Construction Phase	\$	\$79,790.00

(See fee summary table on next page)



### Fee Summary Table

Item	Description	Total Fee
1	Project Management, RPR, Observation	\$50,735.00
2	Construction Staking	\$12,916.00
3	Materials Testing	\$10,416.00
4	Post Construction Services	\$5,723.00
<b>Totals</b>		<b>\$79,790.00</b>

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

#### *C4.02 Compensation For Construction Administration, Field Observation, and Post-Construction Basic Services*

A. Owner shall pay Engineer for Resident Project Representative and Post-Construction Basic Services as follows:

1. *Project Management and Resident Project Representative Services.* For services of Engineer's Project Manager and Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, an amount based on the following method of payment:
  - a. ~~Lump Sum.~~ A Lump Sum fee amount of \$\_\_\_\_\_. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.

- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Project Manager, Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$50,735.00. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

- 2. Post-Construction Phase Services. For Post-Construction Phase Services under Paragraph A1.06 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for Engineer's post construction services and such services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to Post-Construction Phase Services.
- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$5,723.00. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

#### C4.03 *Compensation For Additional Services*

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

- 1. General. For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for



services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.

2. *Serving as a Witness.* For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the rates shown in Appendix I of Exhibit C per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.

3. *Construction Staking Services.* For Construction Staking Services, under Paragraph A2.01.15 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Construction Staking Services, and for the services of any direct assistants to the surveyor. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Construction Staking Services.
- b. *Hourly Rate Plus Reimbursable Expenses.* Hourly rates for the Surveyor and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$12,916.00.  
The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01.A.3.e.

4. *Materials Testing Services.* For Materials Testing Services, under Paragraph A2.01.23 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Materials Testing Services, and for the services of any direct assistants to the technician. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Materials Testing Services.

- b. ~~Hourly Rate Plus Reimbursable Expenses.~~ Hourly rates for the Materials Testing Technician and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- e. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$10,416.00.  
 The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

#### C4.04 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A ~~and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~ In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time~~ and the use of other highly specialized equipment. Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per month.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.
- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

#### C4.05 *Other Provisions Concerning Payment*



- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
1. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~ Compensation by the Owner for Engineer's basic Services, identified in Exhibit A – "Engineer's Services", are defined under Exhibit C – "Payments to Engineer for Services and Reimbursable Expenses". For Additional Services outside of the Basic Services, the Engineer shall notify the Owner in accordance with the Additional Services provisions in Exhibit A. The Engineer shall not exceed the indicated Agreement amount without prior written approval from the Owner. The total compensation amount indicated in the Agreement represents the maximum contract amount that shall not be exceeded. The sum of the Engineering monthly invoices may not exceed the compensation amount in the Agreement, but may be less than the Agreement compensation amount. With each monthly Engineering Application for Payment, the Engineer shall provide an up to date summary indicating the total Engineering costs to date and the estimated completion percentage of the design or construction services complete. Engineer shall also provide updated summary schedule in the graphical form of Appendix 2, Exhibit A.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



This is **Appendix 1** to **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

### Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:



Effective July 1, 2018  
Until Further Notice:  
3 | Page

#### Survey Crews

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS/ Robotics	=	\$130/hour
Two-Person Survey Crew (Non-GPS)	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS/ Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

#### Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage - Passenger Cars	=	0.65/mile
Vehicle Usage - Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

#### Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am - 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
Gillette	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Lander	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Laramie	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Sheridan	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-me-breakdown>

This is Appendix 2 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 19<sup>th</sup>, 2019.

### Standard Hourly Rates Schedule

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.



Effective July 1, 2018  
Until Further Notice  
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#### WYOMING FEE SCHEDULE

##### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Technician	\$85	Engineering Technician III	\$85
Accounting Manager	\$155	Engineering Technician IV	\$110
Administrative Assistant	\$55	Engineering Technician V	\$115
Administrative Manager	\$90	Environmental Specialist I	\$90
Biologist I	\$95	Environmental Specialist II	\$105
Biologist II	\$105	Environmental Specialist III	\$110
Biologist III	\$115	Environmental Specialist IV	\$135
Biologist IV	\$125	Environmental Specialist V	\$150
Biologist V	\$160	Environmental Specialist VI	\$165
Civil and Transportation Designer	\$90	Environmental Specialist VII	\$180
Corporate Development Manager	\$150	Environmental Specialist VIII	\$185
Crew Chief I	\$85	Environmental Specialist IX	\$210
Crew Chief II	\$95	Environmental Specialist X	\$225
Crew Chief III	\$100	Field Project Representative I	\$95
Crew Chief IV	\$115	Field Project Representative II	\$105
Crew Chief V	\$120	Field Project Representative III	\$135
Cultural Resources Specialist I	\$85	Geologist I	\$100
Cultural Resources Specialist II	\$100	Geologist II	\$110
Cultural Resources Specialist III	\$110	Geologist III	\$120
Cultural Resources Specialist IV	\$135	Geologist IV	\$140
Cultural Resources Specialist V	\$155	GIS Technician	\$75
Document Production Supervisor	\$110	GIS Specialist	\$85
Engineer I	\$85	GIS Coordinator	\$130
Engineer II	\$95	Graphics Designer	\$100
Engineer III	\$115	Inspector I	\$90
Engineer IV	\$130	Inspector II	\$100
Engineer V	\$150	Inspector - Supervisor	\$130
Engineer VI	\$160	Intern	\$50
Engineer VII	\$175	Laboratory Manager	\$95
Engineer VIII	\$185	Laboratory Supervisor	\$105
Engineer IX	\$210	Landscape Architect I	\$100
Engineer X	\$225	Landscape Architect II	\$105
Engineering Technician I	\$65	Landscape Architect III	\$120
Engineering Technician II	\$75	Landscape Architect IV	\$145



Effective July 1, 2018  
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Description	Rate
Landscape Architect V	\$160
Landscape Architect VII	\$180
Landscape Planner	\$105
Lead Materials Technician	\$65
Marketing & Administrative Manager	\$150
Marketing Assistant	\$75
Marketing Coordinator	\$85
Materials Technician	\$60
Materials Technician II	\$70
Materials Manager	\$85
Planner I	\$85
Planner II	\$100
Planner III	\$125
Planner IV	\$145
Planner V	\$160
Planner VII	\$165
Planner VIII	\$190
Planner IX	\$210
Planner X	\$250
Professional Land Surveyor I	\$90
Professional Land Surveyor II	\$100
Professional Land Surveyor III	\$110
Professional Land Surveyor IV	\$120
Professional Land Surveyor V	\$130
Professional Land Surveyor VI	\$135
Professional Land Surveyor VII	\$145
Professional Land Surveyor VIII	\$155
Professional Land Surveyor IX	\$170
Professional Land Surveyor X	\$180
Project Administrator	\$80
Project Assistant I	\$85
Project Assistant II	\$100
Project Manager I	\$115
Project Manager II	\$120
Project Manager III	\$130
Project Manager IV	\$165
Project Manager V	\$170

Description	Rate
Project Manager VI	\$190
Proposal Manager	\$110
Public Involvement Assistant	\$80
Public Involvement Planner	\$95
Public Involvement Coordinator	\$110
Public Involvement Program Manager	\$125
Real Estate Services Manager	\$150
Right of Way Assistant	\$85
Right of Way Agent I	\$95
Right of Way Agent II	\$110
Right of Way Agent III	\$125
Right of Way Agent IV	\$135
Right of Way Agent V	\$150
Right of Way Agent VI	\$185
Risk Manager	\$170
Senior Manager I	\$195
Senior Manager II	\$215
Senior Manager III	\$225
Senior Manager IV	\$260
Senior Materials Technician	\$75
Survey Crew Surveyor I	\$60
Survey Crew Surveyor II	\$70
Survey Crew Surveyor III	\$80
Survey Crew Surveyor IV	\$90
Survey Crew Surveyor V	\$100
Survey Technician I	\$55
Survey Technician II	\$65
Survey Technician III	\$75
Survey Technician IV	\$85
Survey Technician V	\$95
Survey Technician VI	\$105
Survey Technician VII	\$110
Survey Technician VIII	\$120
Survey Technician IX	\$140
Survey Technician - Supervisor	\$120
Systems Administrator	\$125
Technical Coordinator	\$135



This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.



*8. Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

*9. Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

*10. Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions,

observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

*11. Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT E**, consisting of 2 pages,  
referred to in and part of the **Agreement  
between Owner and Engineer for  
Professional Services** dated February 19<sup>th</sup>,  
2019.

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**NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT: 2018 Sanitary Sewer Replacement

PROJECT NO.: 18EN06

OWNER: City of Gillette, Wyoming

OWNER's CONSTRUCTION CONTRACT IDENTIFICATION NO.: \_\_\_\_\_

CONSTRUCTION CONTRACT DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

To: \_\_\_\_\_

OWNER

And To: \_\_\_\_\_

CONTRACTOR

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The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services and the terms and conditions set forth on the reverse side of this Notice.

ENGINEER:

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.



This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

## **Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

### *G6.04 Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |    |  |             |
|----|--|-------------|
| a. | Workers' Compensation:                               | Statutory   |
| b. | General Liability:                                   |             |
|    | General Aggregate:                                   | \$2,000,000 |
|    | Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| c. | Excess Umbrella Liability:                           |             |
|    | Each Occurrence:                                     | \$1,000,000 |
| d. | Automobile Liability                                 |             |
|    | Combined Single Limit                                | \$1,000,000 |
| e. | Professional Liability (Aggregate)                   | \$1,000,000 |

Additional Insureds. The following persons or entities are to be listed as additional insureds on Engineer's policies of insurance under b, c & d above:

City of Gillette, Wyoming

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Under Professional Liability Insurance, the Engineer is insured for claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the Engineer. Under the terms of the Engineer's Professional Liability Insurance, no parties other than the Engineer are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the Engineer's Professional Liability Insurance.

2. By Owner:

a. Workers' Compensation, General Liability, Auto Liability, Property Damage Liability: Coverage is in accordance with the Wyoming Association of Risk Management (WARM) as governed by Wyoming Government Claims Act as evidenced by attached Certificate of Liability Coverage and letter.

b. Other \$5,000,000

~~Additional Insureds. Engineer and Engineer's Consultants identified in the Project shall be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.04.B. The following persons or entities are to be listed on Owner's policies of insurance as additional insureds:~~

- B. Engineer shall deliver to the Owner certificates of insurance evidencing the coverage indicated.
- C. Owner agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the Owner and Engineer during the construction phase of the project. This shall be accomplished by requiring the following in the Construction Contract Documents:
1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.
  2. Contractor's Liability Insurance shall include as additional insureds the Owner, Engineer and Engineer's Consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.
  3. ~~Contractor shall purchase a separate OWNER's and CONTRACTOR's PROTECTIVE POLICY insuring the Owner and naming the Engineer and the Engineer's consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 Aggregate.~~
  4. Property Insurance shall be purchased by the Contractor, with the Owner, Subcontractors, Engineer and Engineer's Consultants named as insureds or additional insureds.
  5. The Contractor furnished policies shall be primary and not contributing to any other insurance of the Owner or Engineer.



### CERTIFICATE OF LIABILITY COVERAGE

The Wyoming Association of Risk Management (WARM), a joint-powers liability pool, provides comprehensive general liability and automobile liability coverage to the City of Gillette, Wyoming, subject to the following limitations:

- \$250,000 per claimant as listed in W.S. 1-39-118.
- \$500,000 per occurrence as listed in W.S. 1-39-118.
- \$21,000,000 per claim for claims brought solely under Federal Law as provided in W.S. 1-39-118(b)(ii).
- \$21,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- The City of Gillette and WARM preserve all immunities under Wyoming law.
- The terms and conditions of the WARM coverage document also restrict coverage.
- The coverage period is July 1, 2018 through July 1, 2019.

Certified:

A handwritten signature in black ink, appearing to read 'Joseph Constantino'.

Joseph Constantino  
Executive Director





This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### *H6.08 Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by ~~insert name of mediator, or mediation service~~. ~~If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~ a mutually agreed upon mediator. After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator will provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.
- B. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

[or]

- ~~A. Arbitration. All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the here insert the name of a specified arbitration service or organization rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with~~

this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.

1. ~~Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
2. ~~All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$\_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$\_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$\_\_\_\_\_ (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
3. ~~The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
4. ~~The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
5. ~~If a Dispute in question between Owner and Engineer involves the work of a Contractor, subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), either Owner or Engineer may join each Joinable Party as a party to the arbitration between Owner and Engineer hereunder, and Engineer or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Engineer involving the work of such Joinable Party. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~



This is **EXHIBIT I**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19<sup>th</sup>, 2019.

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## **Allocation of Risks**

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Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **16.10.E** *Mutual Waiver*

1. Consistent with the terms of Paragraph 6.10.E the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants.

### **16.10.F** *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

### **16.11.G** *Conditions Beyond the Control of the Engineer*

1. The Owner recognizes that in the course of completing the services under this agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and which create potential for claims against and

additional costs to the Engineer which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

- Unknown underground utilities or other man-made objects not properly located underground.
- Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
- Changed codes or standards during the course of the work.
- Information provided by others which is not accurate or complete.
- Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the Engineer, the Engineer will promptly notify the Owner, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The Owner agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim with such compensation to be based upon the Engineer's prevailing fee schedule and expense reimbursement policy.

#### **16.11.H**      *Statutes of Limitations*

1. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of Substantial Completion of the project for acts or failures to act occurring prior to Substantial Completion or the date of Final Payment for acts or failures to act occurring after Substantial Completion.

#### **16.11.I**      *Betterment*

1. If Engineer mistakenly leaves out of the Construction Documents any component or item required for the Project, Engineer shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

~~{or}~~



1. ~~Engineer's Liability Limited to Amount of Insurance Proceeds. Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$\_\_\_\_\_.~~

[or]

2. ~~Engineer's Liability Limited to the Amount of \$\_\_\_\_\_. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total amount of \$\_\_\_\_\_.~~

~~[NOTE: If appropriate and desired, include  
16.10.B.2 below]~~

3. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10.E the~~

~~Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, and including but not limited to:~~

~~{NOTE: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the phrase "or any of them."}~~

~~{NOTE: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.10.B.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$\_\_\_\_."}~~

~~{NOTE: If appropriate and desired, include 16.10.B.3 below}~~

~~{NOTE: The foregoing provisions may be included as a supplement to Paragraph 6.10.E, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.}~~

- ~~4. Agreement Not to Claim for Cost of Certain Change Orders. Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_\_% of~~



~~Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.~~

~~[NOTE: The parties may wish to consider the additional limitation contained in the following sentence:~~

~~Owner further agrees not to sue and otherwise to make no claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

E-500 Exhibit 1.Sept.2004



# 2018 Sanitary Sewer Main Replacement Project

E Collins Rd

Radio Rd

Mills Ave

Potter Ave

M & M Cir



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G:\CityShared\Council Meeting\GIS  
Work\CityPost2018.mxd

**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
www.gillettewy.gov

0 100 200

Feet

February 05, 2019

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CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration for the Acceptance of Development Improvements for the Prestige Park Project, Installed by Mountain Peak Builders on Behalf of the Developer, Prestige Park LLC.

**BACKGROUND:**

The accepted improvements for consideration include concrete street surfacing and installed storm sewer on Second Street from the intersection with Conestoga Drive to the cul-de-sac at the west end of the project. Water and sanitary sewer systems within this project were previously accepted by the City with the Cummins Diesel Project.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of the Acceptance of Development Improvements for the Prestige Park Project, Installed by Mountain Peak Builders on Behalf of the Developer, Prestige Park LLC.

**STAFF REFERENCE:**

**MAP** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

- ☐ [Warranty](#)
- ☐ [Certificate of Compliance](#)
- ☐ [Prestige Park Map](#)

## WARRANTY

**PRESTIGE PARK, LLC** hereinafter the DEVELOPER, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the **PRESTIGE PARK (City of Gillette Permit No. 07EN57)** FOR A PERIOD OF **Two Years** 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 13.12 of the Standard Construction Specifications have been met.

DEVELOPER 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 DEVELOPER 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 **TWO YEARS** is not in conformity with the Contract Documents.

Provided, however: That the City of Gillette shall give written notice to DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER 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.

DEVELOPER 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 **PRESTIGE PARK (City of Gillette Permit No. 07EN57)**.

DATED this 4<sup>th</sup> day of January, 2019

Trevor Schilling - Manager Prestige Park  
Developer

[Signature] Manager  
SIGNATURE (TITLE)

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS

The foregoing instrument was acknowledged before me by Trevor Schilling, this 4<sup>th</sup> day of January, 2019

Witness my hand and official seal



My commission Expires: 6/16/19

[Signature]  
Notary Public

**APPROVED BY CITY OF GILLETTE**

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK



**CITY OF GILLETTE**  
**DEPARTMENT OF ENGINEERING**  
**CERTIFICATE OF COMPLIANCE**

PROJECT NAME: Prestige Park

CITY PROJECT NO.: 07EN57 CITY PERMIT NO.: 07EN57

DEVELOPER: Prestige Park, LLC  
(address) P.O. Box 3646  
Gillette, WY 82717-3646

ENGINEER: Consolidated Engineers, Inc.  
P.O. Box 1035  
Gillette, WY 82717-1035

I, Trevor Schilling, as official representative of the above named developer do hereby certify that construction of the above named project has been completed in accordance with the approved Drawings and Specifications.

Trevor Schilling  
Signature  
Trevor / manager  
Print Name/Title

1/4/2019  
Date

STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by Trevor Schilling, This 4<sup>th</sup> day of January, 2019.

Witness my hand and official seal.

My Commission Expires: 6/16/19

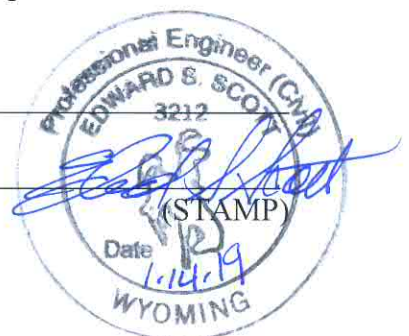


Wendy Jaqua  
Notary Public

I, Edward S. Scott, P.E., as official representative of the above named engineer do hereby certify that construction of the above named project has been completed in substantial accordance with the approved Drawings and Specifications.

Edward S. Scott  
Signature  
Print Name/Title: Principal Engineer

Date  
P.E. Number: 3212



STATE OF WYOMING }  
COUNTY OF CAMPBELL } SS.

The above and foregoing instrument was acknowledged before me by Edward S. Scott, This 14<sup>th</sup> day of January, 2019.

Witness my hand and official seal.

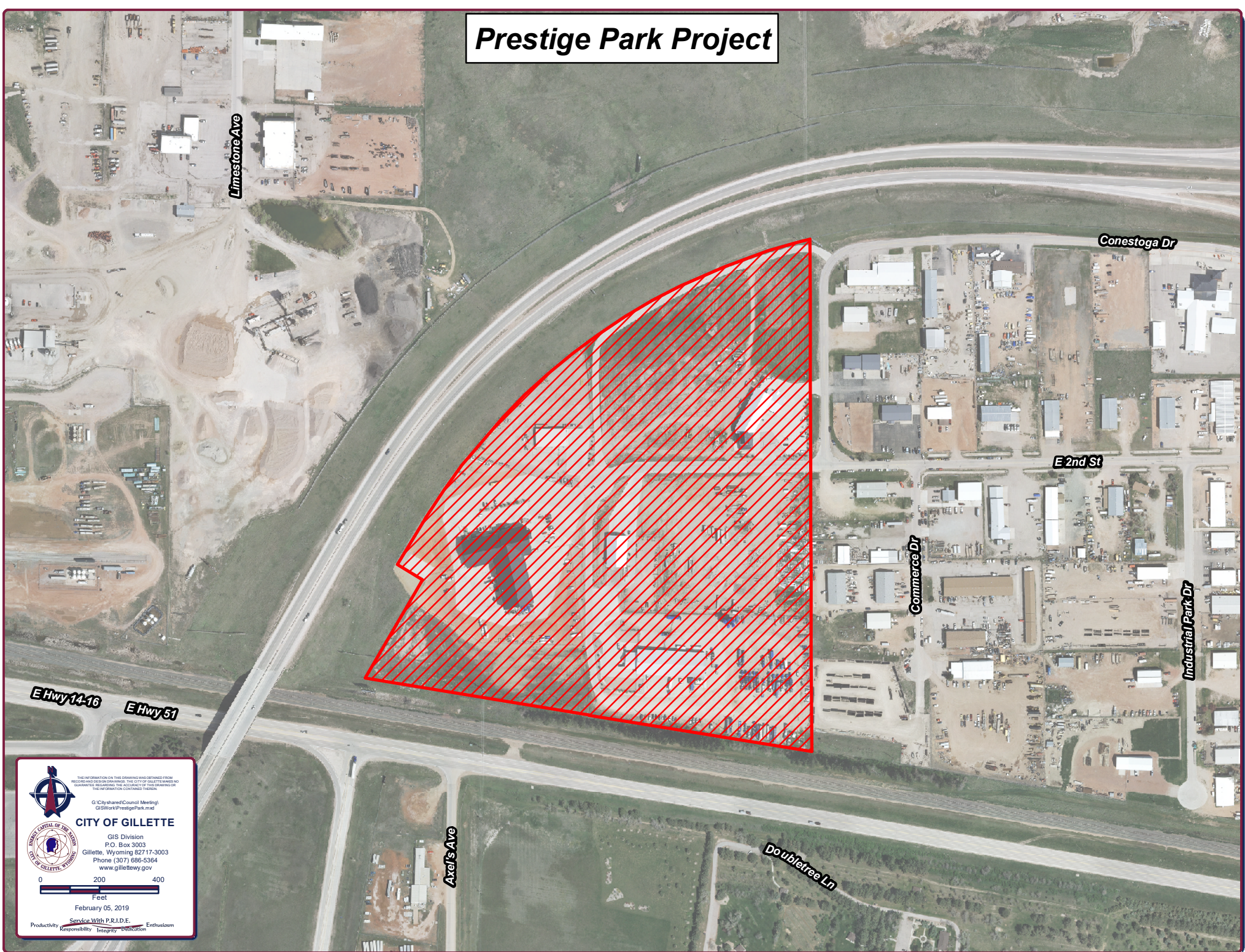
Denise Zeeck  
Notary Public


My Commission Expires:





# Prestige Park Project





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RECORDS AND DESIGN OR DRAWING. THE CITY OF GILLETTE MAKES NO  
GUARANTEE REGARDING THE ACCURACY OF THE DRAWING OR  
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GIS City Shared Council Meeting  
GIS Work/Prestige Park.mxd

**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
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February 05, 2019

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P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Bid Award for the City Hall HVAC Pad Repair Project to Hladky Construction in the Amount of \$88,900.00.

**BACKGROUND:**

The City Hall HVAC Pad Repair Project includes removal of the landscaping rock area around the HVAC units and backup generator on the North side of City Hall, and replacement with a concrete pan and area drains to direct water away from the equipment and building foundations. There has been some settlement in the area due to a roof drain discharging into the enclosed area next to the building and having no way to remove water from the enclosed area.

**ACTUAL COST VS. BUDGET:**

Proposals were received until January 25<sup>th</sup>, 2019. Two proposals were received:  
Hladky Construction - \$88,900  
Powder River Construction - \$92,000

The City Hall HVAC Pad Repair project has a budget of \$90,000.

**SUGGESTED MOTION:**

I move for Approval of a Bid Award for the City Hall HVAC Pad Repair Project to Hladky Construction, in the Amount of \$88,900.00.

**STAFF REFERENCE:**

Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

☐ [Agreement](#)

**SECTION 00500**  
**AGREEMENT**  
**BETWEEN THE OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between City of Gillette (OWNER) and Hladky Construction (CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants set forth herein agree as follows:

**ARTICLE 1 -- WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of work will include installation of a new concrete pad surrounding existing HVAC and backup generator equipment, and design and installation of surface or subsurface storm water conveyance for runoff from the existing roof drain outlets away from the building and toward the existing storm sewer system in 4<sup>th</sup> Street

**ARTICLE 2 -- THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

*The City of Gillette City Hall HVAC Pad Repair  
19EN24*

**ARTICLE 3 -- ENGINEER**

- 3.01 The Project has been designed by Contractor. The City Engineering Division (Engineer) is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 -- CONTRACT TIME**

- 4.01 Time of the Essence

A. Work shall begin March 8<sup>th</sup>, 2019 and be completed by May 1<sup>st</sup>, 2019

- 4.02 Liquidated Damages

A. The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed, in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor



shall pay Owner \$\_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 -- CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds according to the Bid, which is attached as Exhibit A.

## **ARTICLE 6 -- PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment, in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

### **6.02 Progress Payments**

- A. Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, as recommended by the Engineer, subsequent to the second Council meeting of each month during construction, as provided below. All such payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions, (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer determines or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
  - a. Ninety percent (90%) of the Work completed (with the balance being retainage). If the Work has been fifty percent (50%) completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to the OWNER and the ENGINEER, the OWNER, on recommendation of the ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage;
  - b. Ninety percent (90%) of the materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, on the forty-first (41st) day of the publishing of the Notice of Acceptance.

## **ARTICLE 7 -- INTEREST**

- 7.01 All moneys not paid when due, as provided in Article 14 of the General Conditions, shall bear interest at the maximum rate allowed by law at the place of the Project.

## **ARTICLE 8 -- CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
  - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedure of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedure of construction expressly required by the Bidding Documents, and safety precautions and programs incident hereto.
  - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be preformed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contact Documents,

and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 -- CONTRACT DOCUMENTS**

- 9.01 Referenced in Section 00600 of the City of Gillette Standard Construction Specifications
  - A. The documents referenced in Section 00600 are attached to this Agreement.
  - B. There are no Contract Documents other than those referenced in Section 00600.
  - C. The Contract Documents may only be amended, modified, or supplemented, as provided in Paragraphs 3.04 of the General Conditions.

## **ARTICLE 10 -- MISCELLANEOUS**

- 10.01 Terms
  - A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.
- 10.02 Assignment of Contract
  - A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release the assignor from any duty or responsibility under the Contract Documents.
- 10.03 Successors and Assigns
  - A. Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
  - A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

IN WITNESS WHEREOF, Owner and Contactor have signed this Agreement in duplicate. One counterpart each has been delivered to the Owner and the Contractor. All portions of the Contract Documents have been signed or identified by the Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

\_\_\_\_\_  
City of Gillette

\_\_\_\_\_

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

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

Title: Mayor

Title: \_\_\_\_\_

[Corporate Seal]  
(If Available)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Gillette  
PO Box 3003  
Gillette, WY 82717

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

Agent for service or process: \_\_\_\_\_

\_\_\_\_\_  
(If Contractor is a corporation or partnership, attach  
evidence of authority to sign.)





1100 North Gurley Avenue  
Gillette, WY 82716  
www.hladkyconstruction.com  
T:307-682-2785  
F:307-682-9201

# Proposal

Proposal: 2019 032

Date: 1/25/2019

To:	Project:
City of Gillette Attn: Nick Marty Attn: Accounts Payable 201 E 5th St Gillette, WY 82716	City Hall HVAC Pad 19EN24 201 E 5th St Gillette, WY 82716

## Scope of Work

As per attached sketch, HCI is pleased to provide the following:

Drainage improvements at exterior mechanical area to include:

- Hand excavation as necessitated by work area
- Removal of existing landscaping rock and additional spoils
- Subgrade preparation and compaction including 4" granular fill
- Installation of ACO 9930 channel drain with galvanized grating and lockdowns as detailed
- Installation of 4" PVC underground outlet pipe as detailed
- Core drilling through enclosure wall footing as detailed
- Tie into existing storm sewer drainage as detailed
- Installation of a new 4" concrete pad surrounding existing HVAC and backup generator equipment throughout entire gated enclosure
  - Includes doweling into existing mechanical equipment foundation pads with #3 rebar
  - Includes expansion joint and joint sealant along foundation of City Hall building
- Demolition of approximately 100 sf of concrete sidewalk
- Replacement of concrete sidewalk
- Heat and cover as required
- Mobilization

## Exclusions

Relocation of any utilities  
Raising/Reconnecting AHUs

Payment to be made as follows: PROGRESSIVE PAYMENTS NET/10

**Proposal Total: 88,900.00**

All material is guaranteed to be as specified: All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Estimated by:

  
Dillon Kuhbaecher

Date:

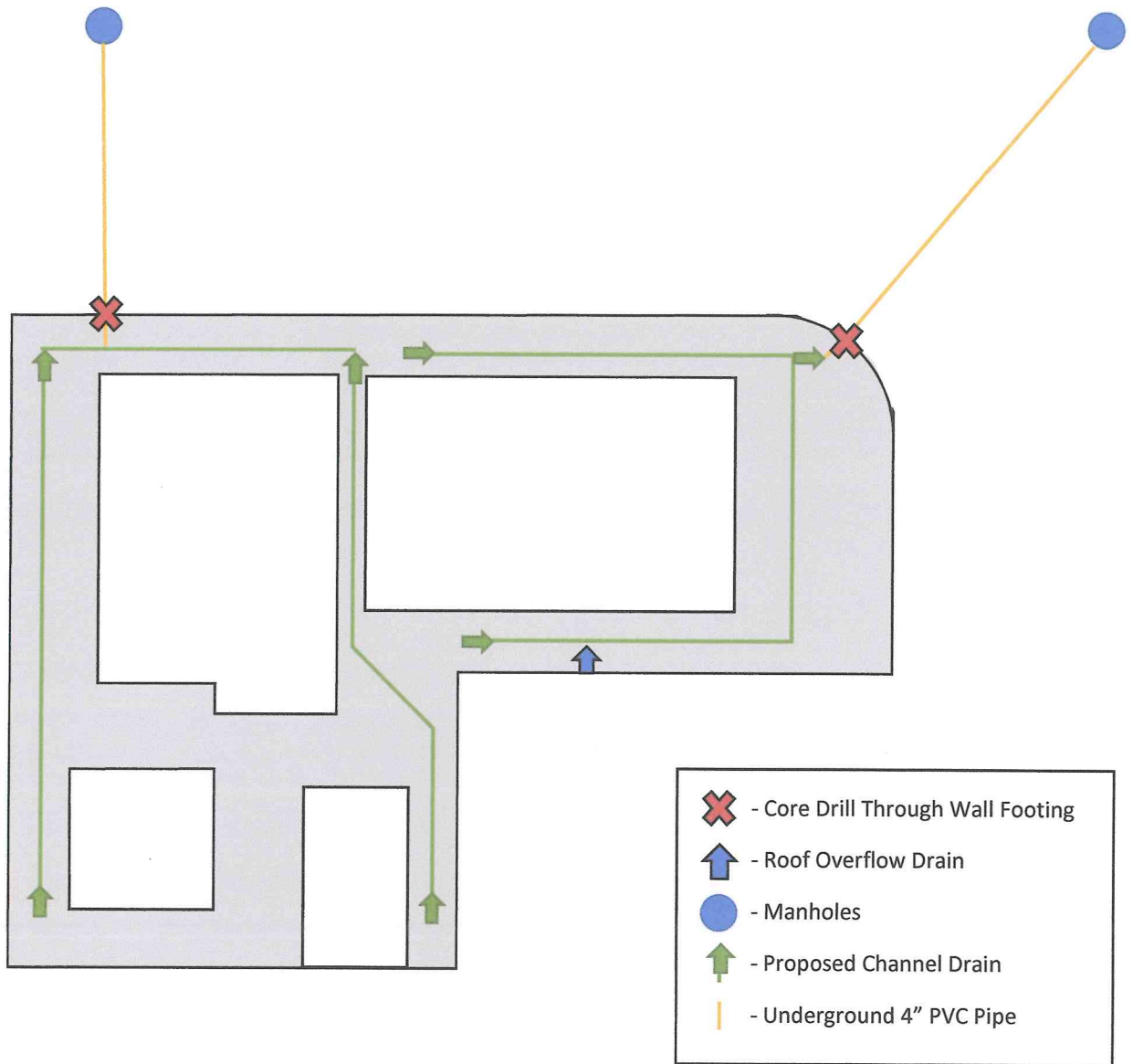
1-25-19

NOTE: This proposal may be withdrawn by us if not accepted within thirty (30) days

ACCEPTANCE OF PROPOSAL-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**Mt. Pisgah Gardens** (Delivery Method: CMAR)

**Project Manager:** Scott Heibult  
**Project Superintendent:** Sandro Ortiz  
**Guaranteed Maximum Price:** \$4,036,630  
**Final Cost:** \$3,938,771  
**Square Footage:** multiple structures set on 65,340 SF of hardscape  
**Completion Date:** August 2016  
**Owner:** Campbell County Cemetery District  
**Contact Person:** Tad Rosenlund, DOWL 307-461-0565



The Mt. Pisgah Gardens project consists of two sites: a half-acre lower garden and a 1-acre top of the hill garden. Each garden has its own unique design and features shelters, memorial sitting walls, water features, concrete and stone walkways, bridges, and very impressive variety of trees and flowers.

**Campbell County Fire Station #3** (Delivery Method: CMAR)

**Project Manager:** Scott Heibult  
**Project Superintendent:** Justin Eliassen  
**Guaranteed Maximum Price:** \$3,583,585  
**Final Cost:** \$3,069,496  
**Square Footage:** 6,415 SF  
**Completion Date:** January 2017  
**Owner:** Campbell County Fire Department  
**Contact Person:** Kyle Gillette, Schutz Foss Architects, P.C. 307-685-0209  
Luke Antonich, City of Gillette 307-686-5265



The Campbell County Fire Department's Station No. 3 is a 6,415-square-foot building consisting of 3,641 SF apparatus bay with 4 overhead doors, 2,962 SF office space with 6 sleeping rooms, day room, 2 offices, 2 restroom/shower rooms, laundry. The building is constructed on steel piles with concrete grade beam foundation, concrete masonry and steel stud framing with brick veneer.

**BEPC Integrated Test Center** (General Contractor)

**Project Manager:** Scott Heibult  
**Project Superintendent:** Sandro Ortiz  
**Cost:** \$7,428,803  
**Square Footage:** N/A  
**Completion Date:** 2018  
**Owner:** Basin Electric Power Cooperative  
**Contact Person:** Dennis Thorfinnson 307-687-8456



In addition to acting as General Contractor, HCI has self-performed the following scopes of work: Foundations, Concrete Paving, Structural Steel installation, LTC & STC Duct systems, and Mechanical installation.



March-May 2019 City Hall HVAC Pad Repair Schedule of Work (Tentative)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	29	30
	Pre-Construction Meeting with City Staff					
31	1	2	3	4	5	6
7	8	9	10	11	12	13
	Mobilization to site Removal of rock	Removal of rock, hand excavation	Hand excavation and Spoils removal	Hand excavation and spoils removal	Hand excavation and spoils removal	
14	15	16	17	18	19	20
	Drain installation and subgrade prep	Drain installation and subgrade prep	Drain installation and subgrade prep	Drain installation and subgrade prep	Drain installation and subgrade prep, doweling and forming	
21	22	23	24	25	26	27
	Place and finish concrete in enclosure	Core drill footings, install underground outlet pipe	Tie underground outlet pipes into storm sewer drains	Replace exterior concrete	Strip concrete forms and barricades	
28	29	30	1	2	3	4
	Finish drain installation and backfill	Site clean-up	Site demobilization			



### **Subcontractor Form**

<i>Company</i>	<i>Type of Work</i>	<i>Past Experience</i>
WEC	Hydrovac	Yes

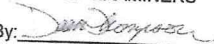
CITY OF GILLETTE, CONTRACTOR LICENSE

Issued to: HLADKY CONSTRUCTION INC  
License: GENERAL CONTRACTOR, #1326

This license duly recognizes the above mentioned contractor as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 08/14/2018  
Expires: 08/14/2019

BOARD OF EXAMINERS

By:   
Dean Thompson, Chairman



CITY OF GILLETTE, WYOMING  
DEVELOPMENT SERVICES DEPARTMENT  
BUILDING INSPECTION DIVISION

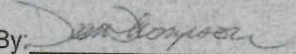
CONTRACTOR LICENSE

Issued to: HLADKY CONSTRUCTION INC  
License: GENERAL CONTRACTOR # 1326

This license duly recognizes the above named as meeting the Gillette Municipal Code, Chapter 5 requirements for registration/license as a contractor in the City of Gillette for the term set forth below. This license may be revoked, suspended, or denied for cause in accordance with Chapter 5.

Effective: 08/14/2018  
Expires: 08/14/2019

BOARD OF EXAMINERS

By:   
Dean Thompson, Chairman



# STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



NO. 0105

**THIS CERTIFIES THAT:** HLADKY CONSTRUCTION, INC.

**HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING  
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL  
BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR  
A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.**

**GRANTED THIS** 2nd **DAY OF** April **TWO THOUSAND AND** 18

  
\_\_\_\_\_  
**KELLY ROSEBERRY, DEPUTY ADMINISTRATOR**

**EXPIRATION DATE:** 4/1/19

**RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:  
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.**





CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Professional Services Agreement for Construction Management Associated with the City Pool Parking Lot Improvements Project, with DOWL, in the Amount of \$114,260.00 (1% Project).

**BACKGROUND:**

This project is to rebuild the city pool parking lot which was built 30 years ago. Project is to remove and replace the entire existing lot, rebuild the failing retaining wall at the south of the lot, add a raised sidewalk for pool access and install a replacement of the water line adjacent to the lot in Gillette Ave. Work includes removal of several trees, some irrigation and storm drainage work, relocation of the lot's lighting and a drop off lane near the pool's entrance. The missing pathway from the tank will also be installed. Dowl's scope of work includes field inspection, project closeout, surveying and testing.

**ACTUAL COST VS. BUDGET:**

The funding for this project has been allocated from the 1% Optional Sales Tax Account 201-10-05-419-40-44331 in the amount of \$700,000 including \$50,950 for Design and Bidding. If awarded as recommended, the funds would provide the \$114,260.00 for construction management.

**SUGGESTED MOTION:**

I move for Approval of a Professional Service Agreement for Construction Management of the City Pool Parking Lot Improvements Project, with Dowl, in the Amount of \$114,260.00 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO** - Ry Muzzarelli P.E., Development Services Director

**ATTACHMENTS:**

Click to download

☐ [Agreement](#)

☐ [Fee Summary](#)

☐ [Map](#)



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, No. E-001, 2002 Edition.

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1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 5<sup>th</sup>, 2019 (“Effective date”) between

City of Gillette, 201 East 5<sup>th</sup> Street, Gillette, WY 82716 (“Owner”) and

DOWL, 1901 Energy Court, Suite 170, Gillette WY 82718 (“Engineer”).

Owner intends to 19EN05 – City Pool Parking Lot Improvements (“Project”).

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01**    *Scope*

- A.     Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**2.01**    *General*

- A.     Owner shall have the responsibilities set forth herein and in Exhibit B.
- B.     Owner shall pay Engineer as set forth in Exhibit C.
- C.     Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

**3.01**    *Commencement*

- A.     Engineer shall begin rendering services as of the Effective Date of the Agreement.

**3.02**    *Time for Completion*

- A.     Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.



- B. 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.
- B. Subcontracted work and other expenses will be paid from invoices with no percentage markup by the Engineer.
- C. Payments shall be made by Owner directly to Engineer only for services rendered and upon submission of approved monthly progress payment requests based on hourly rate and reimbursable expenses provided in accordance with the schedules in Exhibit C.
- D. The Engineer shall submit a brief progress report summarizing project activities in the billing period with each Engineer's payment request.
- E. ~~The Owner may elect to retain 10% of each progress payment for Engineer's services. If the owner elects to withhold retainage for Engineer's services, the Owner shall notify the Engineer and in writing. Engineering retainages shall be held by the Owner in accordance with COG policies. The Owner may release retainage at certain stages of the project e.g., Bid Opening, and will release retainage at the conclusion and acceptance of the project.~~
- F. ~~The Engineer shall submit a construction progress report with each Construction invoice.~~

### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses

within thirty (30) days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.5 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's Opinions of Probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since 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 wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### ~~5.02 *Designing to Construction Cost Limit*~~

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- 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 Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

#### ~~6.02 Design Without Construction Phase Services~~

- A. ~~If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.~~

#### 6.03 Use of Documents

- A. All Documents ~~are instruments of service~~ in respect to this Project, ~~and Engineering shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineering) whether or not the project is completed.~~ Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants shall be the property of the Owner and, upon request by the Owner, Engineer shall physically deliver copies of the requested documents, in the format requested, to the Owner. The Engineer shall be compensated by the Owner for associated direct costs including labor, copying, and delivery. Any reuse without written verification or adaptation by the Engineer other than the specific original intended purpose will be at the Owner's sole risk and without liability of legal exposure to the Engineer.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any



- transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
  - E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, 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 or on any other project 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 Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
  - F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." ~~Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~ The City of Gillette is a member of the Wyoming Association of Risk Management (WARM). Insurance coverage shall be provided in accordance with Exhibit G.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

- D. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

##### A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

##### B. Termination. The obligation to provide further services under this Agreement may be terminated:

###### 1. For cause,

- a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven (7) 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 (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (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, sixty (60) days after the date of receipt of the notice.
- 2. For convenience,
  - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

## 6.06 *Controlling Law*

- A. ~~This Agreement is to be governed by the law of the state in which the Project is located.~~ Enforcement of the Agreement is to be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be District Court of Owner's locality.

## 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party

to this Agreement and to the partners, 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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. 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.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.



- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents 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 Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, 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 the Project.
- F. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the “Standard General Conditions of the Construction Contract,” prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which 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. §§1801 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.; and [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.
  5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.

6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included**

- A. Exhibit A, “Engineer’s Services,” consisting of 18 pages.
- B. Exhibit B, “Owner’s Responsibilities,” consisting of 4 pages.
- C. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 9 pages.
- D. Exhibit D, “Duties, Responsibilities and Limitations of Authority of Resident Project Representative,” consisting of 5 pages.



- E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.
- F. ~~Exhibit F, "Construction Cost Limit," consisting of \_\_\_\_\_ pages.~~
- G. Exhibit G, "Insurance," consisting of 3 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 2 pages.
- I. Exhibit I, "Allocation of Risks," consisting of 5 pages.
- J. ~~Exhibit J, "Special Provisions," consisting of \_\_\_\_\_ pages.~~ Not Used
- K. ~~Exhibit K, "Amendment to Owner Engineer Agreement," consisting of \_\_\_\_\_ pages.~~ Not Used

#### 8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the exhibits identified above) 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 based on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

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

Owner:

City of Gillette, Wyoming

By: Louise Carter - King

Title: Mayor

Date

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

(City Clerk)

Address for giving notices:

201 E. 5<sup>th</sup> Street

Gillette, WY 82716

Designated Representative (see Paragraph 8.03.A):

Steven L. Peterson, P.E.

Title: Capital Projects Coordinator

Phone Number: (307) 687-2531

Facsimile Number: (307) 686-0952

E-Mail Address: stevenp@gillettewy.gov

Engineer:

DOWL

By: Mark Hines, PE

Title: Gillette Office Manager

Date

Signed: 11/25/2019

Engineer License or Certificate No. E-0159

State of: Wyoming

Address for giving notices:

1901 Energy Court, Suite 170

Gillette, WY 82718

Designated Representative (see Paragraph 8.03.A):

Mark Hines, P.E.

Title: Project Manager

Phone Number: 307-686-4181

Facsimile Number: 307-686-4858

E-Mail Address: mhines@dowl.com

This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## **Engineer's Services**

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### ~~A.1.01 Study and Report Phase~~

##### ~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate \_\_\_\_\_ alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its ENGINEERS; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables:~~
- ~~7. Furnish \_\_\_\_\_ review copies of the Report and any other deliverables to Owner within \_\_\_\_\_ calendar days of authorization to begin services and review it with Owner. Within \_\_\_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

8. ~~Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_\_\_ calendar days of receipt of Owner's comments.~~
- B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

#### *A.1.02 Preliminary Design Phase*

- A. ~~After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and Upon written authorization from Owner, Engineer shall:~~
  1. ~~Prepare Preliminary Design Phase documents consisting of final design criteria, (50%—effort) preliminary drawings, outline specifications, 50% Opinion of Probable Cost, Quantity Estimates, Reports and written descriptions of the Project as further described in Appendix 1 of EXHIBIT A of the Agreement.~~
  2. ~~Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
  3. ~~Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
  4. ~~Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
  5. ~~Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~
    - a. ~~None~~
  6. ~~Furnish number of review copies of the Preliminary Design Phase documents and any other deliverables to Owner as indicated in Attachment 1 of Exhibit A. within 43 calendar days of authorization to proceed with this phase, and review them with Owner. Within twenty-one (21) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
  7. ~~Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 calendar days after receipt of Owner's comments.~~



- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

#### ~~A.1.03 Final Design Phase Phase~~

- A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and Upon written authorization from Owner, Engineer shall provide the professional services indicated in Appendix 1 of Exhibit A which were outlined in the Request for Proposals and amended herein during the Consultant selection and contract negotiations stages of the project.~~
- B. ~~Engineer's services under the Final Design Phase will be considered complete on the date when the City authorizes approval of a construction contract, following the completion of the bidding tasks, and once the Notice of Award has been executed by the City of Gillette, or upon cessation of negotiations with prospective contractors.~~
- C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently. At this time, only one (1) prime construction contract is anticipated.~~
- D. ~~The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

#### ~~A.1.04 Bidding or Negotiating Phase~~

- A. ~~After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall perform the following services described in Appendix 1 of this exhibit:~~
  - 1. ~~Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.~~

- ~~2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.~~
  - ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
  - ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~
  - ~~5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:~~
  - ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- B. ~~The Bidding or Negotiating Phase will be considered complete on the date when the City authorizes approval of a construction contract, following completion of the bidding tasks, and once the Notice of Award has been executed by the City of Gillette, or upon cessation of negotiations with prospective contractors. (except as may be required if Exhibit F is a part of this Agreement).~~

#### A.1.05 Construction Phase

- A. Upon ~~successful completion of the Final Design and Bidding and Negotiating Phase(s), and upon~~ written authorization from Owner, Engineer shall perform the following services described herein:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. Engineer will perform all inspections, test and approvals of samples, materials, and equipment specifically required in this Contract.
  2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. ~~*Select Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site, generate and distribute meeting minutes
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. ~~*Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives for Owner execution. The Engineer shall not approve work outside a construction contract without an executed Change Order. The Engineer shall promptly provide copies of all executed Change Orders, Field Orders, and Work Directives to the Owner.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be



inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer

will be limited as provided in Paragraph A1.05.A.11. ~~Engineer will review completion documents and incorporate them into Operation and Maintenance manuals for the Owner. Engineer will provide any operational recommendations into the Operation and Maintenance manuals. This scope does not include comprehensive technical manuals detailing the operation of the Owner's systems beyond the items specifically listed above.~~

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: None

19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

20. ~~*Final Payment Notices and Advertisements.* Engineer will include the requirement for notices and advertisements for final payment in construction contract documents.~~

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A.1.06 *Post-Construction Phase*

A. Upon written authorization from Owner to complete work in accordance with A2.01, Engineer, during the Post-Construction Phase, shall:

1. ~~Provide assistance in connection with the adjusting of Project equipment and systems.~~

2. ~~Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
  3. ~~Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.~~
- B. ~~During the Post Construction Phase, and included in the total fee in Appendix C, the Engineer shall:~~
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  2. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
None
  3. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Normal changes due to Owner comments are included in the Basic Services scope and fee. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, significant or major scope changes due to Owner comments, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and

revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. ~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultant's for other than Basic Services.
9. Services attributable to more prime construction contracts than one.
10. Services during out-of-town travel required of Engineer other than for visits to the Site, and Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. ~~Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related~~

~~engineering services needed for the transfer of interests in real property; and providing other special field surveys. Any re-staking of previously staked construction survey work.~~

16. Providing Construction Phase services beyond the original date for final completion of the Work. Engineer will cause liquidated damages clauses to be placed in the construction contract to cover additional Engineer's services due to Contractor's activities beyond the Substantial and Final Completion date(s). Any of Engineer's additional services due to Contractor's activities beyond the Substantial and Final Completion date(s) that would not be covered by liquidated damages would require written acceptance by the Owner.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. ~~Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.~~
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as an Engineer or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### *A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern,



- (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
  7. Services during the Construction Phase rendered after the date stated in A1.05.B.
  - 8. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys. Any re-staking of previously staked construction survey work.**
  - 9. Materials testing services during construction including density testing of street subgrade, crushed base, trench backfill, asphalt, and associated services. Concrete testing including temperature, slump, air content, compression tests and associated services.**

E-500 Exhibit A.Sept 2004

This is **Appendix 1 to EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## **Scope of Services**

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The following is the scope of services for this project:

For the purposes of this scope Construction Administration tasks are assumed to span from the middle of February 2019 through July 2019, generally the anticipated timeframe from Notice to Proceed through Final Completion. The Contractor's schedule allows 111 calendar days to reach Substantial Completion. Services included under this scope include project management, submittal review and processing, meetings and general coordination as well as project closeout tasks after construction is finished. One inspector is assumed to be onsite during construction operations, with attendant support from the project engineer and project manager as appropriate. The following is a brief description of the tasks for this project:

### **1. Project Management**

DOWL will consult with and advise the City of Gillette and act as the City's representative as provided in the Standard General Conditions of the Project Manual. The extent and limitations of the duties, responsibilities and authority of DOWL are covered in the Standard General Conditions and this Amendment. DOWL will act as initial interpreter of the requirements of the Contract Documents and make recommendations as to the acceptability of the work and act upon any claims submitted by the Contractor.

This task includes the following:

- a. Project Management. DOWL will provide project management services throughout the project. Project manager will coordinate all project work performed by the project engineer, inspector, and surveyor. Project manager will be responsible for administering project budget and preparing the Engineer's monthly pay requests to the City of Gillette.
- b. Pre-construction Conference. DOWL will conduct the Pre-construction Meeting. Responsibilities will include scheduling the meeting, preparing agenda, conducting the meeting, taking and distributing minutes, and providing overall coordination.
- c. Filing and Correspondence. All documents, correspondence, submittals, drawings, and other administrative records will be filed in a logical and retrievable filing system. DOWL will receive, log, stamp, route, and file all correspondence from the Contractor, City and other parties. Type, log, stamp, file, and transmit all letters, memoranda, and other correspondence, as necessary, to answer incoming correspondence and/or respond to specific construction issues.

- d. Photographic Inventory. Pre-existing site conditions will be documented by taking photographs and digital video. This documentation will be on file at DOWL's office throughout the duration of the project.
- e. Field Orders. DOWL will issue Field Orders as required. Field Orders will be issued for all changes in the scope which do not result in either an increase or decrease to the contract price or time. Field Orders may be needed to clarify the work or make adjustments in the work.
- f. Change Orders and Work Change Directives. If necessary, DOWL will issue and process Change Orders and Work Change Directives as required during the project. Upon review and agreement by all parties, Change Orders modifying the construction contract will be forwarded to the Contractor and the City for signature.
- g. Claims. If necessary, DOWL will review any claims filed by the Contractor or the City. The cost for administering or resolving claims beyond an initial assessment and response is not included in this project budget.

## **2. Resident Project Representative/Field Observation**

DOWL will provide construction observation and quality assurance monitoring during the construction phase of the contract. The purpose of construction observation is to enable DOWL to provide the City a degree of confidence that the completed work conforms to the contract documents, and that the integrity of the design concept as contained in the contract documents is implemented by the Contractor.

While DOWL is observing construction and communicating to the Contractor the observation of work which does not comply with the Contract Documents and any work the Engineer will not accept, we cannot guarantee the performance of the Contractor.

It is assumed one representative will be onsite throughout the duration of construction of the project. In addition, DOWL's project engineer and project manager will be available as needed for construction related services and problem resolution. The following services will be provided as part of construction observation.

- a. Field Meetings. Project Engineer and Representative will participate in weekly field meetings (tailgate meetings) with the Contractor to address questions, conflicts, problems, schedules and the like. DOWL will make notes of these meetings; however no meeting minutes will be prepared or distributed.
- b. Materials and Equipment. Observe and visually inspect the materials, equipment, and supplies delivered to the project site.

- c. Workmanship. Observe the Contractor's work with respect to quality, suitability, and conformance with the requirements and codes of the Contract Documents, as well as with generally accepted levels of workmanship.
- d. Observe Testing. Observe test demonstrations of equipment and materials as required by the Contract Documents. This task is limited to observing routine construction tests such as leakage tests, pressure tests, compaction tests, etc.
- e. Records/Reports. DOWL's on-site representative will keep daily diaries, quantity ledgers, work force and equipment records, and maintain a photographic record of the work. In addition to the inspector's records, a submittal log and a file for all field notes, calculations, correspondence and test reports that occur during construction will be kept.
- f. Substantial Completion. When Contractor has completed installation of all surface features and the water system has been flushed, chlorinated and passed bacteriological tests, DOWL will review the overall project status and make a recommendation as to Substantial Completion. If the project is Substantially Complete, a Certificate of Substantial Completion with an attached punch list of remaining deficiencies and omissions will be prepared.
- g. Final Completion and Closeout. When the punch list has been addressed, DOWL's project representative will visit the site and verify completion. DOWL will then coordinate a final inspection with the City and Contractor when requested by the Contractor. When the project is complete, a Certificate of Final Completion will then be prepared for the Contractor's signature. Submittals from the Contractor for lien releases, waiver of claims, consent of surety to final payment, and a Contractor's Affidavit of Payment will be obtained. Upon satisfactory receipt of the Contractor's closeout documents, DOWL will recommend acceptance of the project by the City.
- h. Submittals/Shop Drawing Review. Shop drawings, material certificates and product literature are to be submitted by the Contractor. DOWL will index, log, review and distribute the documents as appropriate. The review of the shop drawings will be for compliance with the design concept of the project and in compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.
- i. Monthly Pay Estimates. Prepare the detailed monthly pay estimate for the construction work, consistent with the Contract Documents. The monthly pay estimate will be forwarded to the City for approval and payment.
- j. Contractor's Progress Schedule. Review Contractor's schedule updates for conformance with the contract documents.

### **3. Construction Surveying**

Necessary vertical and horizontal surveying control consistent with the requirement of the contract documents will be established. A listing of the coordinates and elevations of these points will be provided to the Contractor. The Contractor shall provide a minimum of 48 hours advance notice for construction staking. DOWL will provide the construction surveys listed below:

- a. Stake horizontal and vertical alignment of new water lines at 50-foot intervals, as well as fittings, hydrants, valves, and other appurtenances as required for installation.
- b. Stake subgrade and aggregate base course at 50-foot intervals on a grid, centerline of the roadway, back of curb, or where necessary.
- c. Stake top of retaining wall at 20-foot intervals.
- d. Stake light post and sign locations.
- e. Provide striping layout.

### **4. Materials Testing**

In accordance with the City of Gillette Standard Construction Specifications, DOWL will coordinate and perform density testing of materials to provide quality assurance for this project. Materials testing shall include:

- a. Field compaction testing of trench backfill, street subgrade, crushed base, retaining wall backfill, and asphalt.
- b. Soil and base course sampling and generation of up to 8 modified proctor curves, 8 Atterberg tests, and 8 sieve analysis tests for use on the project
- c. Sampling and testing of concrete to include up to 23 sets of slump/air/unit weight tests and 23 sets of cylinder molds and breaks.

Upon completion of the field tests, results will be reported to the Contractor so corrective actions can be performed, if necessary. This task includes costs for initial tests only. In accordance with the Contract Documents, re-tests due to failure are at the expense of the Contractor.

### **5. Post Construction Services**

DOWL will provide services associated with closeout of the project. This work shall include preparation of necessary closeout forms as required by the City of Gillette Standard Construction Specifications and record drawings in AutoCAD format.

- a. Record Survey. DOWL will perform a record survey of as-constructed surface features installed under this project including curb and gutter, sidewalk, water system



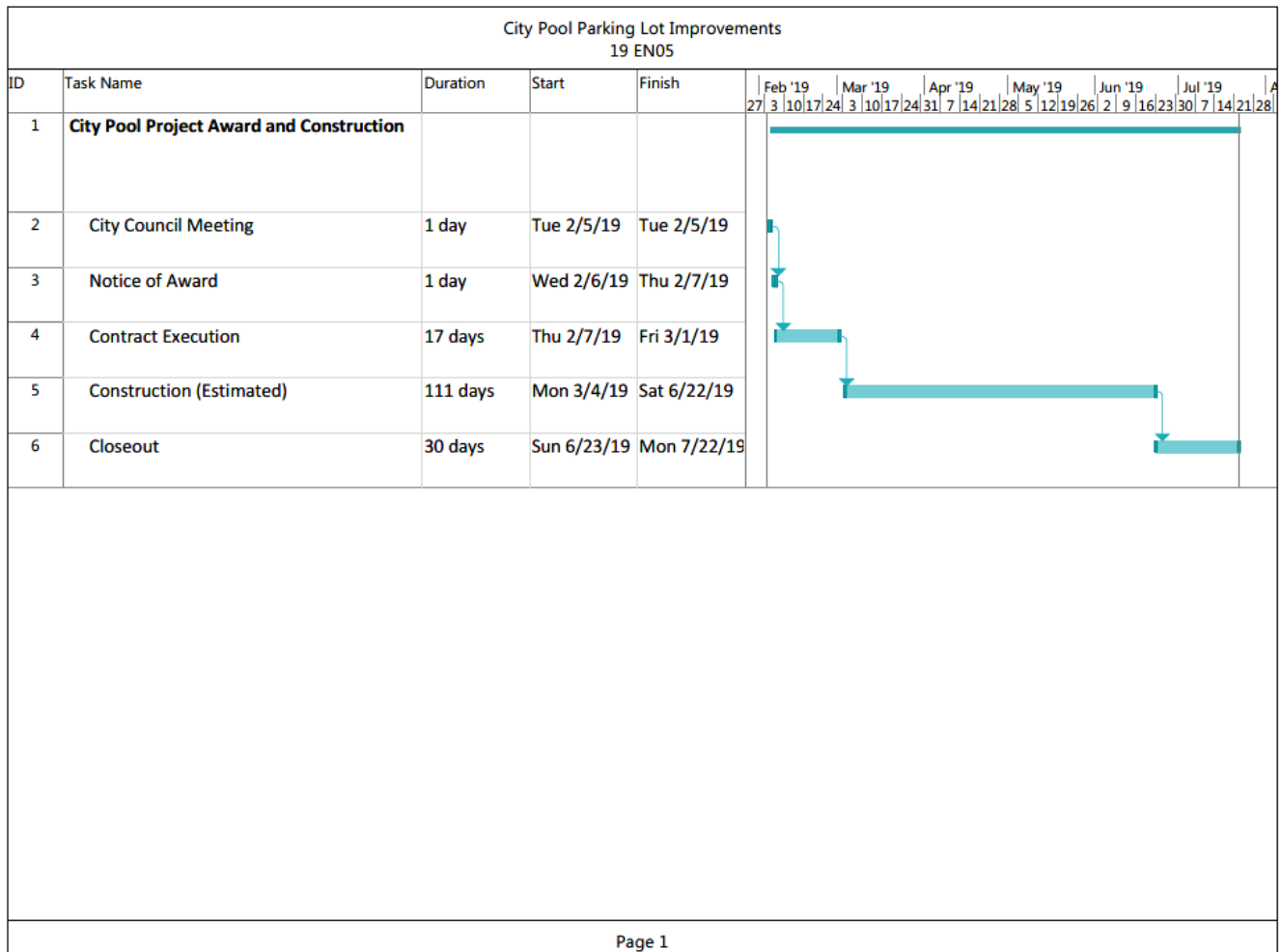
appurtenances, storm inlets and manholes, and trickle channels. This information will be incorporated into the record drawings.

- b. Record Drawings. DOWL will prepare record drawings as part of the project closeout. These drawings will be prepared by utilizing record survey information, design drawings, records of authorized changes, field notes, Contractor's red-line drawings of record and photographs taken during construction. DOWL will provide the City of Gillette with three (3) 11x17 copies of the record drawings and one electronic copy of the record drawings in AutoCAD format in accordance with the City's established standards.
- c. Final Report. DOWL will prepare a final report as part of the project closeout. The final report will include combined testing results for street, water main, sewer main and street construction.
- d. Warranty Inspection. Approximately 11 months after Substantial Completion, the City and DOWL will make the warranty inspection of the project. If defects are found, the Contractor will be notified for correction. DOWL will make follow-up inspections.

#### END OF SCOPE OF SERVICES

This is **Appendix 2 to EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## Proposed Schedule



## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Previously completed property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. *No Hire.* ENGINEER and OWNER agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after the work of this Agreement is completed or this Agreement is terminated.
- R. *Jobsite Safety.* Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or the ENGINEER's Employees and subconsultants at the construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER's agreement with the Contractor shall require the Contractor to indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants from and against all claims arising out of or resulting from the performance of the Work and shall also require the Contractor to provide a separate policy containing Owner's Protective Liability Coverage, which, in addition to the Contractor's general liability insurance policy, shall name the OWNER, the ENGINEER, and the ENGINEER's subconsultants as insureds and which shall indemnify the OWNER, ENGINEER and the ENGINEER's subconsultants against claims, demands or liability by any person or entity which may arise from the performance of the Contractor and his or her subcontractors on this project.



- S. *Contingency*. The Owner and Engineer acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design and construction phases of the Project. As a result, unforeseen changes may cause the final construction and engineering costs of the Project to exceed the initial Project cost estimates for construction and engineering. The Owner agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project costs.
- T. Perform or provide the following additional services: (none)

This is **EXHIBIT C**, consisting of 9 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 5<sup>th</sup>, 2019.

## **Payments to Engineer for Services and Reimbursable Expenses**

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### ***C4.01 Compensation For Basic Services – Standard Hourly Rates Plus Reimbursable Expenses Method of Payment***

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, 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 for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C4.01 is estimated to be \$ 114,260.00 based on the following assumed distribution of compensation:

a. <del>Project Management</del>	\$ <u>                    </u>
b. <del>Preliminary Design Phase</del>	\$ <u>                    </u>
c. <del>Final Design Phase</del>	\$ <u>                    </u>
d. <del>Bidding or Negotiating Phase</del>	\$ <u>                    </u>
e. Construction Phase	\$ <u>114,260.00</u>

(See fee summary table on next page)

### Fee Summary Table

Item	Description	Total Fee
1	Project Management, RPR, Observation	\$73,345.00
2	Construction Staking	\$13,995.00
3	Materials Testing	\$18,101.00
4	Post Construction Services	\$8,819.00
<b>Totals</b>		<b>\$114,260.00</b>

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

#### C4.02 *Compensation For Construction Administration, Field Observation, and Post-Construction Basic Services*

A. Owner shall pay Engineer for Resident Project Representative and Post-Construction Basic Services as follows:

1. *Project Management and Resident Project Representative Services.* For services of Engineer's Project Manager and Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.

- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Project Manager, Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ ~~An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.~~
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ ~~An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.~~

The total compensation under this paragraph is estimated to be \$73,345.00. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

- 2. *Post-Construction Phase Services.* For Post-Construction Phase Services under Paragraph A1.06 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ ~~A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for Engineer's post construction services and such services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to Post Construction Phase Services.~~
- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ ~~An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.~~
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ ~~An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.~~

The total compensation under this paragraph is estimated to be \$8,819.00. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

#### C4.03 *Compensation For Additional Services*

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

- 1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for

services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.

2. *Serving as a Witness.* For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the rates shown in Appendix 1 of Exhibit C per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.
3. *Construction Staking Services.* For Construction Staking Services, under Paragraph A2.01.15 of Exhibit A, an amount based on the following method of payment:
  - a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Construction Staking Services, and for the services of any direct assistants to the surveyor. ~~Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Construction Staking Services.~~
  - b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Surveyor and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
  - c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
  - d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be       \$18,101.00      .  
The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

4. *Materials Testing Services.* For Materials Testing Services, under Paragraph A2.01.23 of Exhibit A, an amount based on the following method of payment:
  - a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for the Materials Testing Services, and for the services of any direct assistants to the technician. ~~Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Materials Testing Services.~~



- b. Hourly Rate Plus Reimbursable Expenses. Hourly rates for the Materials Testing Technician and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.~~
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses. An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.~~

The total compensation under this paragraph is estimated to be \$13,995.00.  
The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

#### C4.04 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A ~~and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~ In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time~~ and the use of other highly specialized equipment. Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per month.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.
- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

#### C4.05 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
1. ~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~ Compensation by the Owner for Engineer's basic Services, identified in Exhibit A – "Engineer's Services", are defined under Exhibit C – "Payments to Engineer for Services and Reimbursable Expenses". For Additional Services outside of the Basic Services, the Engineer shall notify the Owner in accordance with the Additional Services provisions in Exhibit A. The Engineer shall not exceed the indicated Agreement amount without prior written approval from the Owner. The total compensation amount indicated in the Agreement represents the maximum contract amount that shall not be exceeded. The sum of the Engineering monthly invoices may not exceed the compensation amount in the Agreement, but may be less than the Agreement compensation amount. With each monthly Engineering Application for Payment, the Engineer shall provide an up to date summary indicating the total Engineering costs to date and the estimated completion percentage of the design or construction services complete. Engineer shall also provide updated summary schedule in the graphical form of Appendix 2, Exhibit A.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:



Effective July 1, 2018  
Until Further Notice  
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### Survey Crews

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS/ Robotics	=	\$130/hour
Two-Person Survey Crew (Non-GPS)	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS/ Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

### Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

### Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
Gillette	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Lander	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Laramie	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Sheridan	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown>

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## Standard Hourly Rates Schedule

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.



Effective July 1, 2018  
Until Further Notice  
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### WYOMING FEE SCHEDULE

#### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Technician	\$85	Engineering Technician III	\$85
Accounting Manager	\$155	Engineering Technician IV	\$110
Administrative Assistant	\$55	Engineering Technician V	\$115
Administrative Manager	\$90	Environmental Specialist I	\$90
Biologist I	\$95	Environmental Specialist II	\$105
Biologist II	\$105	Environmental Specialist III	\$110
Biologist III	\$115	Environmental Specialist IV	\$135
Biologist IV	\$125	Environmental Specialist V	\$150
Biologist V	\$160	Environmental Specialist VI	\$165
Civil and Transportation Designer	\$90	Environmental Specialist VII	\$180
Corporate Development Manager	\$150	Environmental Specialist VIII	\$185
Crew Chief I	\$85	Environmental Specialist IX	\$210
Crew Chief II	\$95	Environmental Specialist X	\$225
Crew Chief III	\$100	Field Project Representative I	\$95
Crew Chief IV	\$115	Field Project Representative II	\$105
Crew Chief V	\$120	Field Project Representative III	\$135
Cultural Resources Specialist I	\$85	Geologist I	\$100
Cultural Resources Specialist II	\$100	Geologist II	\$110
Cultural Resources Specialist III	\$110	Geologist III	\$120
Cultural Resources Specialist IV	\$135	Geologist IV	\$140
Cultural Resources Specialist V	\$155	GIS Technician	\$75
Document Production Supervisor	\$110	GIS Specialist	\$85
Engineer I	\$85	GIS Coordinator	\$130
Engineer II	\$95	Graphics Designer	\$100
Engineer III	\$115	Inspector I	\$90
Engineer IV	\$130	Inspector II	\$100
Engineer V	\$150	Inspector - Supervisor	\$130
Engineer VI	\$160	Intern	\$50
Engineer VII	\$175	Laboratory Manager	\$95
Engineer VIII	\$185	Laboratory Supervisor	\$105
Engineer IX	\$210	Landscape Architect I	\$100
Engineer X	\$225	Landscape Architect II	\$105
Engineering Technician I	\$65	Landscape Architect III	\$120
Engineering Technician II	\$75	Landscape Architect IV	\$145



Description	Rate	Description	Rate
Landscape Architect V	\$160	Project Manager VI	\$190
Landscape Architect VII	\$180	Proposal Manager	\$110
Landscape Planner	\$105	Public Involvement Assistant	\$80
Lead Materials Technician	\$65	Public Involvement Planner	\$95
Marketing & Administrative Manager	\$150	Public Involvement Coordinator	\$110
Marketing Assistant	\$75	Public Involvement Program Manager	\$125
Marketing Coordinator	\$85	Real Estate Services Manager	\$150
Materials Technician	\$60	Right of Way Assistant	\$85
Materials Technician II	\$70	Right of Way Agent I	\$95
Materials Manager	\$85	Right of Way Agent II	\$110
Planner I	\$85	Right of Way Agent III	\$125
Planner II	\$100	Right of Way Agent IV	\$135
Planner III	\$125	Right of Way Agent V	\$150
Planner IV	\$145	Right of Way Agent VI	\$185
Planner V	\$160	Risk Manager	\$170
Planner VII	\$165	Senior Manager I	\$195
Planner VIII	\$190	Senior Manager II	\$215
Planner IX	\$210	Senior Manager III	\$225
Planner X	\$250	Senior Manager IV	\$260
Professional Land Surveyor I	\$90	Senior Materials Technician	\$75
Professional Land Surveyor II	\$100	Survey Crew Surveyor I	\$60
Professional Land Surveyor III	\$110	Survey Crew Surveyor II	\$70
Professional Land Surveyor IV	\$120	Survey Crew Surveyor III	\$80
Professional Land Surveyor V	\$130	Survey Crew Surveyor IV	\$90
Professional Land Surveyor VI	\$135	Survey Crew Surveyor V	\$100
Professional Land Surveyor VII	\$145	Survey Technician I	\$55
Professional Land Surveyor VIII	\$155	Survey Technician II	\$65
Professional Land Surveyor IX	\$170	Survey Technician III	\$75
Professional Land Surveyor X	\$180	Survey Technician IV	\$85
Project Administrator	\$80	Survey Technician V	\$95
Project Assistant I	\$85	Survey Technician VI	\$105
Project Assistant II	\$100	Survey Technician VII	\$110
Project Manager I	\$115	Survey Technician VIII	\$120
Project Manager II	\$120	Survey Technician IX	\$140
Project Manager III	\$130	Survey Technician - Supervisor	\$120
Project Manager IV	\$165	Systems Administrator	\$125
Project Manager V	\$170	Technical Coordinator	\$135





This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions,

observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

*11. Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.



14. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT E**, consisting of 2 pages,  
referred to in and part of the **Agreement  
between Owner and Engineer for  
Professional Services** dated February 5<sup>th</sup>,  
2019.

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**NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT: City Pool Parking Lot Improvements

PROJECT NO.: 19EN05

OWNER: City of Gillette, Wyoming

OWNER's CONSTRUCTION CONTRACT IDENTIFICATION NO.: \_\_\_\_\_

CONSTRUCTION CONTRACT DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

To: \_\_\_\_\_

OWNER

And To: \_\_\_\_\_

CONTRACTOR

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The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services and the terms and conditions set forth on the reverse side of this Notice.

ENGINEER:

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## **Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

### **G6.04 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |    |  |             |
|----|--|-------------|
| a. | Workers' Compensation:                               | Statutory   |
| b. | General Liability:                                   |             |
|    | General Aggregate:                                   | \$2,000,000 |
|    | Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| c. | Excess Umbrella Liability:                           |             |
|    | Each Occurrence:                                     | \$1,000,000 |
| d. | Automobile Liability                                 |             |
|    | Combined Single Limit                                | \$1,000,000 |
| e. | Professional Liability (Aggregate)                   | \$1,000,000 |

Additional Insureds. The following persons or entities are to be listed as additional insureds on Engineer's policies of insurance under b, c & d above:

City of Gillette, Wyoming

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Under Professional Liability Insurance, the Engineer is insured for claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the Engineer. Under the terms of the Engineer's Professional Liability Insurance, no parties other than the Engineer are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the Engineer's Professional Liability Insurance.



2. By Owner:

a. Workers' Compensation, General Liability, Auto Liability, Property Damage Liability: Coverage is in accordance with the Wyoming Association of Risk Management (WARM) as governed by Wyoming Government Claims Act as evidenced by attached Certificate of Liability Coverage and letter.

b. Other \$5,000,000

~~Additional Insureds. Engineer and Engineer's Consultants identified in the Project shall be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.04.B. The following persons or entities are to be listed on Owner's policies of insurance as additional insureds:~~

B. Engineer shall deliver to the Owner certificates of insurance evidencing the coverage indicated.

C. Owner agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the Owner and Engineer during the construction phase of the project. This shall be accomplished by requiring the following in the Construction Contract Documents:

1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.

2. Contractor's Liability Insurance shall include as additional insureds the Owner, Engineer and Engineer's Consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.

~~3. Contractor shall purchase a separate OWNER's and CONTRACTOR's PROTECTIVE POLICY insuring the Owner and naming the Engineer and the Engineer's consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 Aggregate.~~

4. Property Insurance shall be purchased by the Contractor, with the Owner, Subcontractors, Engineer and Engineer's Consultants named as insureds or additional insureds.

5. The Contractor furnished policies shall be primary and not contributing to any other insurance of the Owner or Engineer.



## CERTIFICATE OF LIABILITY COVERAGE

The Wyoming Association of Risk Management (WARM), a joint-powers liability pool, provides comprehensive general liability and automobile liability coverage to the City of Gillette, Wyoming, subject to the following limitations:

- \$250,000 per claimant as listed in W.S. 1-39-118.
- \$500,000 per occurrence as listed in W.S. 1-39-118.
- \$21,000,000 per claim for claims brought solely under Federal Law as provided in W.S. 1-39-118(b)(ii).
- \$21,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- The City of Gillette and WARM preserve all immunities under Wyoming law.
- The terms and conditions of the WARM coverage document also restrict coverage.
- The coverage period is July 1, 2018 through July 1, 2019.

Certified:

Joseph Constantino  
Executive Director





This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### *H6.08 Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by ~~*[insert name of mediator, or mediation service]*~~. ~~If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction, a mutually agreed upon mediator.~~ After a written demand for non-binding mediation, which shall specify the nature of the dispute, and within thirty (30) days from the date of selection of the mediator, the matter shall be submitted to the mediator for consideration. The mediator will provide an informal opinion and advice, none of which shall be binding upon the parties. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be considered by other methods of dispute resolution.
- B. The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

~~{or}~~

- ~~A. Arbitration. All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[here insert the name of a specified arbitration service or organization]* rules effective at the Effective Date of the Agreement, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with~~

~~this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$\_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$\_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$\_\_\_\_\_ (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~
- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), either Owner or Engineer may join each Joinable Party as a party to the arbitration between Owner and Engineer hereunder, and Engineer or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Engineer involving the work of such Joinable Party. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~



This is **EXHIBIT I**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 5<sup>th</sup>, 2019.

## **Allocation of Risks**

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Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **I6.10.E** *Mutual Waiver*

1. Consistent with the terms of Paragraph 6.10.E the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants.

### **I6.10.F** *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

### **I6.11.G** *Conditions Beyond the Control of the Engineer*

1. The Owner recognizes that in the course of completing the services under this agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and which create potential for claims against and

additional costs to the Engineer which are not covered in fees earned for services provided. This category includes, but is not limited to the following:

- Unknown underground utilities or other man-made objects not properly located underground.
- Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
- Changed codes or standards during the course of the work.
- Information provided by others which is not accurate or complete.
- Conditions that may arise and differ significantly from those existing at the beginning of the project.

Should any such condition occur during the performance of this Agreement, judged to be beyond the control of the Engineer, the Engineer will promptly notify the Owner, and the parties will renegotiate the Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement. The Owner agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim with such compensation to be based upon the Engineer's prevailing fee schedule and expense reimbursement policy.

#### **I6.11.H**        *Statutes of Limitations*

1. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run in any and all events not later than either the date of Substantial Completion of the project for acts or failures to act occurring prior to Substantial Completion or the date of Final Payment for acts or failures to act occurring after Substantial Completion.

#### **I6.11.I**        *Betterment*

1. If Engineer mistakenly leaves out of the Construction Documents any component or item required for the Project, Engineer shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

~~{or}~~

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$\_\_\_\_\_.~~

~~{or}~~

~~2. *Engineer's Liability Limited to the Amount of \$\_\_\_\_\_.* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total amount of \$\_\_\_\_\_.~~

~~{NOTE: If appropriate and desired, include  
16.10.B.2 below}~~

~~3. *Exclusion of Special, Incidental, Indirect, and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10.E the~~

~~Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, and including but not limited to:~~

~~{NOTE: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the phrase "or any of them."}~~

~~{NOTE: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.10.B.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$\_\_\_\_."}~~

~~{NOTE: If appropriate and desired, include 16.10.B.3 below}~~

~~{NOTE: The foregoing provisions may be included as a supplement to Paragraph 6.10.E, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.}~~

- ~~4. Agreement Not to Claim for Cost of Certain Change Orders. Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_\_% of~~

~~Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.~~

~~*[NOTE: The parties may wish to consider the additional limitation contained in the following sentence.]*~~

~~Owner further agrees not to sue and otherwise to make no claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

E-500 Exhibit I.Sept 2004







Summary			Project: City Pool Parking Lot Improvements Client: City of Gillette Project or Contract #: 5328.26938.01 1/29/2019				Prepared By: B. Straetker  Reviewed By: M. Hines
Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Project Management	1	Project Management	80	\$ 13,600.00	\$ -	\$ -	\$ 13,600.00
	2		-	\$ -	\$ -	\$ -	\$ -
	3		-	\$ -	\$ -	\$ -	\$ -
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>80</b>	<b>\$ 13,600.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,600.00</b>
Resident Project Representative/ Field Observation	1	RPR Meetings, Submittals, Coordination	40	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00
	2	RPR Field Observation	520	\$ 54,600.00	\$ 945.00	\$ -	\$ 55,545.00
	3		-	\$ -	\$ -	\$ -	\$ -
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>560</b>	<b>\$ 58,800.00</b>	<b>\$ 945.00</b>	<b>\$ -</b>	<b>\$ 59,745.00</b>
Construction Surveying	1	Construction Surveying	-	\$ -	\$ -	\$ 13,995.00	\$ 13,995.00
	2		-	\$ -	\$ -	\$ -	\$ -
	3		-	\$ -	\$ -	\$ -	\$ -
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,995.00</b>	<b>\$ 13,995.00</b>
Materials Testing	1	Materials Testing	-	\$ -	\$ -	\$ 18,101.00	\$ 18,101.00
	2		-	\$ -	\$ -	\$ -	\$ -
	3		-	\$ -	\$ -	\$ -	\$ -
	4		-	\$ -	\$ -	\$ -	\$ -
	5		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,101.00</b>	<b>\$ 18,101.00</b>
Post Construction Services	1	Project Management	12	\$ 2,040.00	\$ -	\$ -	\$ 2,040.00
	2	RPR Field Observation	24	\$ 2,520.00	\$ 168.00	\$ -	\$ 2,688.00
	3	Record Drawings	24	\$ 2,330.00	\$ -	\$ -	\$ 2,330.00
	4	Final Survey	12	\$ 1,020.00	\$ 741.00	\$ -	\$ 1,761.00
	5		-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other <b>Subtotal</b>		<b>72</b>	<b>\$ 7,910.00</b>	<b>\$ 909.00</b>	<b>\$ -</b>	<b>\$ 8,819.00</b>
TOTAL			712	\$ 80,310.00	\$ 1,854.00	\$ 32,096.00	\$ 114,260.00





**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)

- Legend**
-  Legal Description
  -  Ownership
  -  City Limits

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR THE INFORMATION CONTAINED THEREIN.



**Pool Parking Improvements**

January 15, 2019  
Service With P.R.I.D.E.  
Productivity Responsibility Integrity Dedication Enthusiasm



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration for the Acceptance of Public Improvements for the Special Improvement District #52 Interstate Industrial Park Local Improvement District (L.I.D.) and Street Improvements Project, Installed by DRM, Inc., in the Amount of \$3,522,782.73 (1% Project).

**BACKGROUND:**

Scope of Work This project included three schedules of work: Schedule A - Street Improvements, Schedule B - Water System Improvements, and Schedule C - Conestoga Alternate. Schedule B, the water system improvements replaced the private water system and included installation of approximately 7,200 lineal feet of 12" water main, approximately 450 feet of 6" water main, approximately 2,500 lineal feet of 4" water service, 44 meter pits, 17 fire hydrants, and re-connection of 1" water services. The street schedules A and C included the re-paving of 2nd Street in concrete and the re-paving of Conestoga in asphalt. Funding The initial funding of the Water Schedule of this project is being paid through a 1% Option Sales Tax Account, to be reimbursed by a secured State Lands and Investment Board (SLIB) Drinking Water Revolving Fund (DWSRF) Loan, that will ultimately be repaid through the LID with property assessment. The funding of streets reconstruction of 2nd Street and Conestoga Drive, Schedules A and C, is from a separate funding 1% Sales Tax Account.

**ACTUAL COST VS. BUDGET:**

The awarded project cost compared to the actual constructed cost are tabulated below.

	Total Project	Water (LID)	Streets
Awarded Amount	\$3,739,673.57	\$1,589,999.00	\$2,149,674.57
<b>Completed Cost</b>	<b>\$3,522,782.73</b>	<b>\$1,452,169.02</b>	<b>\$2,070,613.71</b>
Savings	\$216,890.84	\$137,829.98	\$79,060.86

The final change order for quantity adjustments reduced the overall cost of the project by \$216,860.84, \$137,829.98 being water system savings.

The final cost for the water system portion of the project is \$1,452,169.02. The initial funding for this portion of the project was allocated from the 1% Optional Sales Tax Account 201-10-05-419-70-47440.

The final cost for the street portion of the project is \$2,070,613.71. Funding for the streets portion of the

project was allocated from the 1% Optional Sales Tax Account 201-10-05-419-40-44331.

The total final cost of the Interstate Industrial Park L.I.D. was \$3,522,782.73.

**SUGGESTED MOTION:**

I Move for Approval of the Acceptance of Public Improvements for the Special Improvement District #52 Interstate Industrial Park L.I.D. and Street Improvements Project, Installed by DRM, Inc., in the Amount of \$3,522,782.73 (1% Project).

**STAFF REFERENCE:**

**MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Certificate of Final Completion</a>
<input type="checkbox"/> <a href="#">Affidavit on Behalf of Contractor</a>
<input type="checkbox"/> <a href="#">Warranty</a>
<input type="checkbox"/> <a href="#">Map</a>



**CITY OF GILLETTE  
CERTIFICATE OF FINAL COMPLETION**

Project: Interstate Industrial Park L.I.D. & Street Improvements

Project No.: 15EN47

Date of Contract: March 26, 2018

Owner: City of Gillette

Contractor: DRM, Inc.

Engineer: DOWL

**This Certificate of Final Completion applies to:**

  X   All Work under the Contract Documents

       The following specified portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

January 17, 2019  
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

Carol McKelley  
Executed by Contractor

1-25-19  
Date

Mark Spurr

Executed by Engineer

1-24-19  
Date

Todd M. Merchan  
Executed by Owner

1-29-19  
Date

**Project: Interstate Industrial Park LID and Street Improvements**

**COG Project No. 15EN47**

**Updated: January 10, 2019**

### Final Completion

No.	Description	Location	Date Added	Date Completed	Notes
<b>General</b>					
1	Expose and bring to grade all valve box collars on all valves not in pavement. Adjust and install concrete collars.	Project wide	10/10/2018	12/17/18	
2	Install fire hydrant splash pads and bollards on all new hydrants. Install tracer wire access boxes.	Project wide	10/10/2018	11/17/18	
3	Remove all old hydrants, GVs and install concrete plugs in existing main.	Project wide	10/10/2018	10/17/18	
4	Complete seeding on all disturbed areas.	Project wide	10/10/2018	12/17/18	
5	Install all meter pit lids.	Project wide	10/10/2018	10/17/18	
6	BF all meter pits to within 1" of surface where pit is not in concrete.	Project wide	10/10/2018	11/3/18	
7	Pick up trash, lath, old valve box lids, fabric chunks, asphalt chunks, etc.	Project wide	10/10/2018	1/2/19	General clean up items - pin flags, hydrants, storm water protection and so on
8	Paint all bollards	Project wide	11/17/2018	12/17/18	
1	Reset stop sign at corner of GLR and Second St.	Sta. 65+85	10/10/2018	10/16/18	
2	Install fabric and reset/replace landscape rock on trench line.	Sta. 65+85 - 65+40	10/10/2018	11/16/18	
3	Clean up trench line, compact and place gravel on surface in drive way on Lot 2B, Blk 3 (ARA).	Sta. 56+50 - 57+25 RT	10/10/2018	11/2/18	
4	Clean gravel off concrete driveway/parking area on Lot 3A, Blk 3 (Kintz).	Sta. 53+73 - 54+80	10/10/2018	11/17/18	

**Project: Interstate Industrial Park LID and Street Improvements**

**COG Project No.**

15EN47

Updated: January 10, 2019

**Final Completion**

No.	Description	Location	Date Added	Date Completed	Notes
5	Install base course on trench cut, re-establish drainage on west side of Lot 3A, Blk 1 (Kintz).	Sta. 90+60 - 92+00	10/10/2018	10/10/18	
6	Reset Cam Am mail box at edge of road to USPS requirements. Install at edge of concrete	Sta. 63+90 LT	10/10/2018	10/18/18	Stationing is approximate.
7	Reset mailboxes on new posts at K&K Auto. Set	Sta. 59+25 LT	10/10/2018	10/15/18	USPS requirements
8	Repair gas line marker.	Sta. 57+70	10/10/2018	10/18/18	
9	Reset mailboxes at Weatherford	Sta. 54+38 LT	10/10/2018	10/16/18	USPS requirements.
10	Reset mailboxes at Capt Clean on new post.	Sta. 51+00 LT	10/10/2018	10/16/18	USPS requirements.
11	Remove curb stop box .	Sta. 51+65 LT	10/10/2018	10/10/18	
12	Clean up around meter pit on Lot 8A, Blk 1	Sta. 50+35 LT	10/10/2018	10/18/18	Capt. Clean
13	Backfill at meter pit on Lot 8B, Blk 1	Sta. 49+58 LT	10/10/2018	10/30/18	TORC
14	Replace damaged meter pit for Lot 1C, Blk 2. BF pits to 1" above grade.	Sta. 49+81	10/10/2018	10/16/18	Wood Wireline
15	Reset mailbox at Torc.	Sta. 48+25	10/10/2018	10/12/18	Torc
16	Reset mailbox at Roadrunner	Sta. 47+30	10/10/2018	10/12/18	
17	Remove abandoned curb stop box	Sta. 45+15	10/10/2018	10/10/18	Woodline N. shop
18	BF meter pit and lower curb stop box.	Sta. 45+03	10/10/2018	10/30/18	Woodline N. shop
19	BF meter pit for Lot 10A, Blk 1.	Sta. 44+28	10/10/2018	10/30/18	R&G south lot
20	BF meter pit for Lot 4D, Blk 2.	Sta. 43+63	10/10/2018	10/31/18	Tom Ford
21	Reset mailboxes.	Sta. 43+30 LT	10/10/2018	10/12/18	
22	Reinstall landscape rock, clean up trash	Sta. 40+25 LT	10/10/2018	10/12/18	Schilling
23	BF meter pits, lower curb stop boxes, install bollards north and south sides of pits.	Sta. 74+45	10/10/2018	12/17/18	Frito, Willis. / See item 41 also
24	BF meter pit.	Sta. 71+32	10/10/2018	11/2/18	Firemaster
25	Install two bollard at meter pit.	Sta. 71+20	10/10/2018	11/17/18	Precision Well Svc.
26	Pave driveway at Precision Well Svc.	Sta. 71+10 RT	10/10/2018	10/30/18	



**Project: Interstate Industrial Park LID and Street Improvements**

**COG Project No.**  
15EN47

Updated: January 10, 2019

**Final Completion**

No.	Description	Location	Date Added	Date Completed	Notes
27	Pave driveway at Firemaster.	Sta. 72+80 RT	10/10/2018	10/30/18	
28	Bf meter pit at Hahn Welding, install bollard	Sta. 71+85	10/10/2018	10/18/18	
29	Reset mailbox for Precision.	Sta. 71+35 RT	10/10/2018	11/17/18	
30	Reinstall barb wire on fence on SW corner of Silverado lot.	NA	10/10/2018	10/17/18	
31	Complete fence at Frito access. Post too short, barb wire needs installed.	NA	10/10/2018	10/16/18	
32	Expose 4" valve box for svc to ARA, LLC	Sta. 57+29	10/13/2018	11/2/18	
33	Bf edges of asphalt patches on Industrial Park Drive.	Sta. 89+85, 86+40, 83+00	10/15/2018	10/18/18	
34	Rotate hydrant 180 degrees.	Sta. 73+41	10/16/2018	10/18/18	
35	Rotate hydrant +/- 90 degrees. Steamer nozzle facing C&G.	Sta. 70+51	10/16/2018	10/18/18	
36	Rotate hydrant 180 degrees. Steamer nozzle facing C&G.	Sta. 84+45	10/16/2018	10/18/18	
37	Rotate hydrant +/- 135 degrees. Steamer nozzle facing C&G	Sta. 81+39	10/16/2018	10/18/18	
38	Bf hydrovac hole west of trickle channel.	Sta. 90+25	10/17/2018	10/18/18	
39	Complete BF on 18" RCP.	Sta. 16+85 RT	10/17/2018	11/2/18	
40	Reset mail box at WyoMarine	Sta. 14+50 RT	10/17/2018	12/17/18	
41	Install concrete collar on meter pit for Lot 2A, Blk 2 (Gilliam)	Sta. 85+37	10/17/2018	12/17/18	
42	Lower valve box or fill to grade.	Sta. 86+09	10/17/2018	10/18/18	
43	Lower valve box or fill to grade.	Sta. 85+42	10/17/2018	10/18/18	
44	Clean dirt out of valve box	Sta. 74+44	10/18/2018	11/2/18	Frito
45	Clean dirt out of valve box	Sta. 74+47	10/18/2018	11/2/18	Willis

**Project: Interstate Industrial Park LID and Street Improvements**

**COG Project No. 15EN47**

Updated: January 10, 2019

**Final Completion**

No.	Description	Location	Date Added	Date Completed	Notes
46	Adjust valve box up so lid will fit properly, clean dirt out of box.	Sta. 71+57	10/18/2018	11/14/18	Firemaster
47	Adjust valve box to grade and verify that you can get a wrench on the nut.	Sta. 82+15	10/18/2018	11/2/18	Kreco
48	Bring curb stop to grade, valve box crooked, water in box, verify that valve is accessible.	Sta. 87+15	10/18/2018	11/2/18	Collins
49	Per Spec, install concrete collar on valve box, verify that valve nut is accessible.	Sta. 88+00	10/18/2018	Not required per Greg Bowman	TLC S
50	Per Spec, install concrete collar valve box. Box is crooked.	Sta. 88+10	10/18/2018	Not required per Greg Bowman	Main line
51	Per Spec, install concrete collar on valve box, verify that valve nut is accessible.	Sta. 88+13	10/18/2018	Not required per Greg Bowman	Hydrant
52	Per Spec, install concrete collar on valve box, verify that valve nut is accessible.	Sta. 89+45	10/18/2018	Not required per Greg Bowman	TLC N
53	Raise valve box to grade and BF.	Sta. 3+70	10/18/2018	12/17/18	R&G
54	Raise valve box to grade, plumb box and BF.	Sta. 5+73	10/18/2018	12/17/18	Pump shop (Bonnie)
55	BF around valve box.	Sta. 6+35	10/18/2018	12/17/18	Dads Auto
56	Compact base course placed in driveway. Needs watered to make density.	Sta. 81+38 - 81+90	10/25/2018	12/17/18	
57	Compact base course.	Sta. 87+11 - 88+00	10/25/2018	11/2/18	Collins
58	Compact base course.	Sta. 90+50 - 92+00	10/25/2018	11/3/18	Kintz
59	Clean up ruts from svc line installation. Smooth out spoils at trickle channel, seed.	Sta. 57+29 - 58+00	10/25/2018	11/2/18	ARA
60	Cut off 3" trench fill and place and compact base course or RCP.	Sta. 71+50 - 73+00	10/25/2018	11/2/18	Firemaster
61	Clean up drive way and add base course.	Sta. 71+30 - 71+50	10/25/2018	11/3/18	Firemaster



Project: Interstate Industrial Park LID and Street Improvements

COG Project No. 15EN47

Updated: January 10, 2019

### Final Completion

No.	Description	Location	Date Added	Date Completed	Notes
62	Place and compact 4" base course in driveway.	Sta. 40+80 - 41+20	10/25/2018	11/2/18	Alasco drive way
63	Finish cleanup and seed disturbed area.	Sta. 33+51 RT	10/25/2018	1/2/19	Re-seed some areas at splash pans
64	Clean up spoil under/around K&K mailboxes.	Sta. 59+30 LT	10/26/2018	11/2/18	
65	Clean up spoils north of K&K meter pit, topsoil and seed.	Sta. 58+62	10/30/2018	11/2/18	
66	Clean up ruts from bore machine on on west side of K&K shop.	Sta. 58+62	10/30/2018	12/17/18	
67	Remove temporary mail box post and steel post at Can Am.	Sta. 63+15 LT	10/26/2018	11/5/18	
68	Reset right turn arrow sign.	Sta. 10+50	10/30/2018	11/14/18	
69	Complete well site demo and grading. Remove topsoil, place and compact 3" base course	Sta. 60+50 RT	10/30/2018	11/5/18	
70	Reset parking bumper at meter pit.	Sta. 55+52	10/30/2018	11/5/18	Terry Smith
71	Cut Excess asphalt on north side of approach to radius. Clean waste asphalt out of landscape rock and set rock.	Sta. 3+75	10/30/2018	11/5/18	R&G
72	Clean up waste asphalt and cut back excess on east end of mail box paving. Top soil end and seed.	Sta. 42+00	10/30/2018	11/14/18	
73	Adjust SS MH and place concrete diamond on same	Sta. 3+30RT	10/30/2018	11/9/18	R&G approach
74	Adjust SS MH and place concrete diamond on same	Sta. 6+10	10/30/2018	11/10/18	Dads Auto

**Project: Interstate Industrial Park LID and Street Improvements**

**COG Project No. 15EN47**

**Updated: January 10, 2019**

**Final Completion**

No.	Description	Location	Date Added	Date Completed	Notes
75	Clean up base, spoil, candles, sandbags, trash, etc. Clean concrete off tracer access and curb stop.	Sta. 22+60	11/14/2018	11/16/18	MGM meter pit and hydrant.
76	Clean up base, spoil, candles, sandbags, trash, etc.	Sta. 22+05	11/14/2018	11/17/18	Harley
77	Expose curb stop and verify meter pit lid will open.	Sta. 22+05	11/14/2018	12/17/18	Harley
78	Clean up concrete from top of tracer wire access box. Needs to be accessible.	Sta. 53+95	11/14/2018	1/2/19	Some access boxes still need cleaned off
79	Expose tracer wire access box.	Sta. 14+92	11/14/2018	1/2/19	Some access boxes still need cleaned off
80	Complete seeding on meter pit.	Sta. 71+20	11/17/2018	12/17/18	Base was installed not seed
81	Adjust curb stop.	Sta. 71+85	11/17/2018	1/2/19	Hahn - covered by dirt
82	Place concrete collar & traffic frame/lid on meter pit.	Sta. 74+44	11/17/2018	12/17/18	Willis
83	Seed between driveways.	Sta. 73+10 - 74+05	11/17/2018	12/17/18	Firemaster
84	Hydroseed meter pit.	Sta. 43+63	11/17/2018	12/17/18	Ford
85	Complete base course on approach.	Sta. 18+00	11/17/2018	12/17/18	Torc back gate
86	Complete hydroseeding on south side of Conestoga Dr. along drainage ditch and pavement edge, as needed.	Sta. 14+50 - 33+15 RT	11/17/2018	11/17/18	
87	Valve Box at Intersection of Schillings Access and Conestoga Needs aligned	Sta: 7+30	12/17/2018	1/2/19	
88	Valve Box east of WY Marine Needs cleaned out	Sta:15+01	12/17/2018	1/2/19	
89	Valve Box at intersection of Conestoga and Garnerlake needs cleaned out	Sta: 33+51	12/17/2018	1/2/19	
90	Fog Seal Conestoga Micro Grind Areas		12/17/2018		Complete during Warranty Period

Project: Interstate Industrial Park LID and Street  
Improvements

COG Project  
No. 15EN47

Updated: January 10, 2019

### Final Completion

No.	Description	Location	Date Added	Date Completed	Notes
91	Touch Up paint on Conestoga at Grind Areas		12/17/2018		Complete during Warranty Period
92	MH J	Sta 41+25	12/17/2018	1/2/19	clean out gravel
93	MH-I	Sta 45+85	12/17/2018	1/2/19	clean out gravel
94	MH-F	Sta 52+00	12/17/2018	1/2/19	clean out gravel
95	MH-E	Sta 53+15	12/17/2018	1/2/19	clean out gravel
96	MH-C	Sta 59+15	12/17/2018	1/2/19	Repair Chip between cone section and adjacent rings - gravel coming into MH - review with City Wastewater - Review at Warranty
97	Industrial Park Well Site		12/17/2018	1/10/19	Remove Water Tank and Clean site to Owners Requirements



## AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF: Wyoming

CITY: Gillette

COUNTY: Campbell

DATE: \_\_\_\_\_

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 DRM, Inc. the Contractor, dated March 26, 2018 for the Interstate Industrial Park L.I.D. & Street Improvements Project 15EN47.

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 others 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.

DRM, Inc.  
Contractor

1-25-19  
Date

PO Box 1002  
Address

Gillette  
City

WY  
State

82717  
Zip Code

Carol McKillop, VP  
Signed by

Carol McKillop  
Title

Subscribed and sworn to before me this 25<sup>th</sup> day of Jan., 2019

Rebecca D. Garnett  
Notary Public

My Commission Expires: 1-25-19



## WARRANTY (Contractor)

DRM, Inc. hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the Interstate Industrial Park L.I.D. & Street Improvements Project 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 Interstate Industrial Park

DATED this 25<sup>th</sup> day of January, 2019

DRM, Inc.  
CONTRACTOR (COMPANY NAME)

Carol McKillap  
SIGNATURE (TITLE)

STATE OF WYOMING       }  
                                      }  
COUNTY OF CAMPBELL   }

SS

The foregoing instrument was acknowledged before me by Carol McKillap,  
this 25<sup>th</sup> day of Jan., 2019

Witness my hand and official seal



My commission Expires

Rebecca D. Garnett  
Notary Public

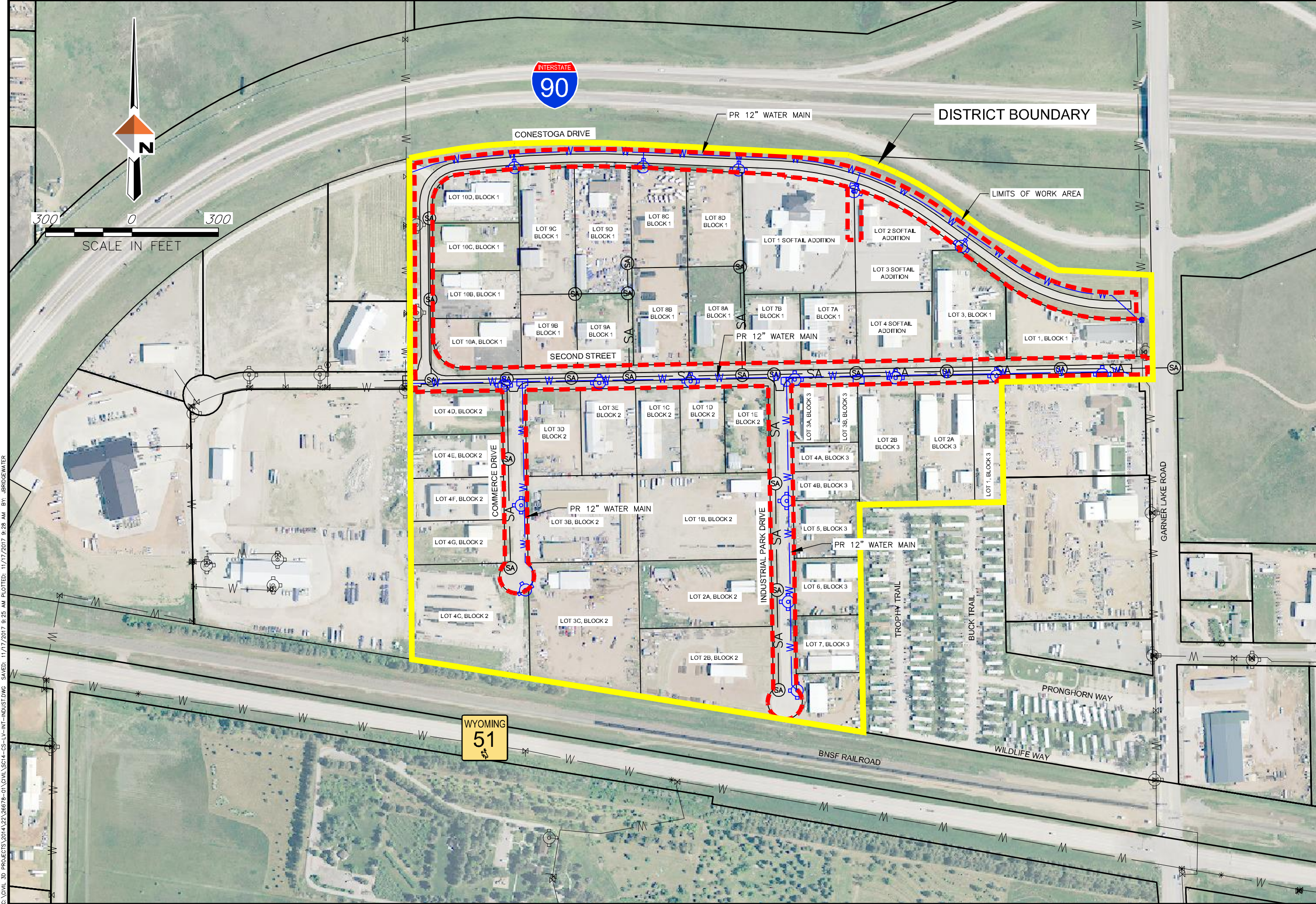
**APPROVED BY CITY OF GILLETTE**

\_\_\_\_\_  
MAYOR, CITY OF GILLETTE

ATTEST:

\_\_\_\_\_  
GILLETTE CITY CLERK





C:\CIVIL 3D PROJECTS\2014\22\26678-01\CIVIL\5014-CS-LV-INT-INDUST.DWG    SAVER: 11/17/2017 9:25 AM    PLOTTED: 11/17/2017 9:28 AM    BY: JBRIDGEWATER

REV. #	REVISION DESCRIPTION	DATE	BY

INTERSTATE INDUSTRIAL PARK

L.I.D. & STREET IMPROVEMENTS

OVERALL MAP



DATE: 10/17/2016

JOB NO: 5322.26678.01

DRAWN BY: JB

APPROVED BY: AS

WWW.DOWL.COM

1901 Energy Court, #170  
Gillette, Wyoming 82718  
307-686-4181

0V-1





CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Resolution Authorizing the Submission of an Application Form to the Federal Emergency Management Agency for a Grant Through the Hazard Mitigation Program on Behalf of the Governing Body for the City of Gillette, Wyoming, for the Purpose of Funding the Dalbey Park Emergency Spillway Improvements Project in the Amount of \$425,008.00.

**BACKGROUND:**

The Dalbey Park Emergency Spillway is currently undersized, which contributes to significant flooding of streets in the recently constructed residential area on the East side of the park. Federal Hazard Mitigation Grant funding has become available for which this project has been deemed eligible.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Resolution Authorizing the Submission of an Application Form to the Federal Emergency Management Agency for a Grant Through the Hazard Mitigation Program on Behalf of the Governing Body for the City of Gillette, Wyoming, for the Purpose of funding the Dalbey Park Emergency Spillway Improvements Project in the Amount of \$425,008.00.

**STAFF REFERENCE:**

**MAP** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download

☐ [Map](#)



## CITY OF GILLETTE

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)

### Legend

Emergency Spillway  
Reconstruction Area

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM  
RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO  
GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR  
THE INFORMATION CONTAINED THEREIN.



February 12, 2019

Service With P.R.I.D.E.  
Productivity Responsibility Integrity Dedication Enthusiasm

City of Gillette, Geographic Information Systems Division, City of Gillette,  
Administrative Services Department, Geographic Information Services Division, City  
of Gillette, GIS Division



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Designation of First Northern Bank of Wyoming as an Additional Bank Depository for Public Funds of the City of Gillette for the Calendar Year 2019.

**BACKGROUND:**

At the first Council meeting in January of each year, the City of Gillette approves the banks within the State of Wyoming to be depositories for City funds for the year. For Calendar Year 2019, this was done on January 2, 2019. The City has since received one additional depository application from First Northern Bank of Wyoming. This designation will add First Northern Bank to the list of authorized depository banks for public funds for Calendar Year 2019, in addition to the seven other banks that were appointed on January 2, 2019.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for the approval of the appointment of First Northern Bank as an authorized depository bank for public funds of the City of Gillette for the 2019 calendar year.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [First Northern Bank Depository Application 2019](#)





**First Northern Bank**  
*of W Y O M I N G*

**Nicholas B. Thom, CTFA**  
*CFO & Trust Officer*  
P.O. Box 400 | 141 S. Main St.  
Buffalo, WY 82834  
Direct: (307) 684-8017  
Facsimile: (307) 684-8067  
nthom@firstnorthern.bank

January 23, 2019

Ms. Sherrie R. Palmer, Financial Analyst  
City of Gillette  
201 E. 5<sup>th</sup> Street  
Gillette, WY 82716

**Re: City of Gillette Approved Depository**

Dear Sherrie:

Enclosed please find our formal application to the City of Gillette for consideration and approval of First Northern Bank of Wyoming as a depository of City funds. I apologize we were delayed in getting this information to you in time for your January meeting. I will ensure that this information is timely going forward.

Thanks so much for your consideration. If we can ever provide a proposal for services or answer any questions, please don't hesitate to reach out to me directly.

Very truly yours,

First Northern Bank of Wyoming

  
Nicholas B. Thom  
Chief Financial Officer

Enclosures

# APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

December 19, 2018

## BOARD OF TRUSTEES

Campbell County School District No. 1  
Campbell County, WY

Pursuant to the requirements of W.S. 9-4-818, formal application is made by First Northern Bank of Wyoming a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the Town of Buffalo, in the County of Johnson in the State of Wyoming to be designated a Campbell County School District No. 1 Depository.

The applicant is to provide sufficient collateral as required by depositors investment policy and permitted under W.S. 9-4-801 through 9-4-815 (the "Collateral"), as security for payment of said deposit. Such collateral shall be assigned to and deposited with the depositor or appropriate custodian as security for the safekeeping and prompt payment of all public moneys that may be deposited with the applicant for the faithful performance of its duties under the law as such depository.

By Order of the Board of Directors

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Financial Officer



## Certified Copy of Resolution of

THE **Board of Directors of First Northern Bank of Wyoming** CONCERNING THE APPLICATION FOR DEPOSIT OF PUBLIC FUNDS pursuant to the requirements of W.S. 9-4-818, made by First Northern Bank of Wyoming a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Buffalo, in the County of Johnson in the State of Wyoming to be designated a **Campbell County School District No. 1** Depository, AND THE PLEDGING OF COLLATERAL SECURITY FOR SAID FUNDS.

WHEREAS, it is necessary for the First Northern Bank of Wyoming, to properly secure the **Treasurer of Campbell County School District No. 1** for all monies deposited in said bank by the **Treasurer of said School District**, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security of such deposits;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said depository bank that any two of the following named persons, officers, of said bank, are hereby authorized and empowered to pledge to the **Treasurer of said Campbell County School District No. 1** such securities of the bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Scott F. McBride – President & CEO

Thomas A. Holt – Executive Vice President & Chairman of the Board

Nicholas B. Thom – Chief Financial Officer


Richard P. Myers – Chief Operating Officer

Robert D. McBride – Vice President

Ryan T. Fieldgrove – Chief Credit Officer

BE IT FURTHER RESOLVED that this authority given to said officers of the bank named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of said named herein to pledge security as collateral also included the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this bank.

  
Authorized Officer

  
Authorized Officer



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration of a Joint Resolution Between the City of Gillette, Campbell County, and the Town of Wright, Allocating Remaining BFY15/16 Funding Associated with the County Wide Consensus Block Grant Program.

**BACKGROUND:**

The original County Wide Consensus Funds allocated to Campbell County in BFY 15/16 were in the amount of \$4,713,575.

The original three projects funded using the BFY15/16 were:

Campbell County Fire Station No. 3 Relocation

Pine Tree Junction Fire Station

Fire Station No. 9 Remediation

The Governing Bodies agreed that any project savings or unused funds from the Fire Station No. 9 and Pine Tree Fire Station Projects would go toward funding the Campbell County Land Fill Remediation Project.

The total amount being requested is \$24,299.00

Campbell County is preparing the Joint Resolution County Wide Consensus Block Grant Application Form and will provide it to the City of Gillette for signature upon approval.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I move for Approval of a Joint Resolution between the City of Gillette, Campbell County, and the Town of Wright Allocating Remaining BFY15/15 Funding Associated with the County Wide Consensus Block Grant Program.

**STAFF REFERENCE:**

Patrick G. Davidson, City Administrator; Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Consensus Funding Support Documents](#)



**BFY15/16 Funding**

We, the undersigned Campbell County Board of Commissioners, hereby certify that the Board and at least seventy percent (70%) of the incorporated population within Campbell County have reached agreement on the following project(s) to be funded under Chapter 26, Section 324 and in compliance with rules promulgated by the State Loan and Investment Board, Chapter 32

Priority Listing:

Available

\$ 24,299.00

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
			E + G + I	Amount of Grant, Loans, and Other types of previously secured funding	Grant #, Loan #, Other Information for Previously secured Funding	Local Match If any	Local Match If any (Please provide detail)	Other Match	Other Match If any (Please provide detail)	Percentage of Total Project Already Funded	C - D	Project Share requested from this consensus list	Amount of Project not funded after consensus list funding request	N / C
Project Owner	Project Name	Total Estimated Project Cost	Total Funding Secured & in place											Percentage of project not yet funded
Campbell County	Landfill Remediation	2,155,009.00	\$46,242.00	208,461.00	SLB SFY 15/16 Funding 2017	337,781.00	One Percent			25.35%	1,608,758.00	24,299.00	1,884,458.00	74%
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	Totals:	\$ 2,155,000.00	\$ 546,242.00	\$ 208,461.00		\$ 337,781.00		\$				\$ 24,299.00		

Page 1 Consensus Total	\$ 24,299.00	\$ 24,299.00
Page 2 Consensus Total	\$ .	
Balance after Priority Listing	\$ .	

Fully Obligated Available Funds

Signature \_\_\_\_\_

**TIME**

Signature \_\_\_\_\_

Title

Signature \_\_\_\_\_

**THE**

Signature \_\_\_\_\_

Title

**STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD  
INFRASTRUCTURE FINANCING**

**APPLICATION**

CWC ☒ MRG ☐

**Applicant:** Campbell County

**Date:** 02/08/2019

**Mailing Address:** 500 S. Gillette Avenue, Suite 1400

**Contact Person:** Matt Olsen

**City:** Gillette

**State:** WY

**Zip:** 82716

**E-mail address:** mdo08@ccgov.net

**E-mail address:** mdo08@ccgov.net

**Phone No.:** (307) 685-8061

**Phone No.:** (307) 685-8061

**Fax No.:** (307) 687-6468

**Population:** 46,176

**Applicant's Tax I.D. Number:** 836000103

**County:** Campbell

Type of Entity: County ☒ Joint Powers Board ☐ Municipality ☐ Special District ☐

Other (Explain)

Population of Applicant: 46176 Total Population Served By Project (Directly/Indirectly): 46176

Percentage of applicant's population directly served by the project: 95%

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 1

**Name of Project:** Landfill 2, Phase I Remediation

Project Schedule (Includes Planning, Design, and Construction):

Estimated Start Date: 07/01/2019 Estimated End Date: 12/29/2020

List all funding sources for the project other than current request: (Manually Calculate Figures)

(A)Funding Source (If approved, list grant/loan #)	Amount	Status		(s)Amount Expended
		Pending	Approved	
WDEQ Reimbursement	\$1,616,250.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
County General Fund	\$337,781.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$3,647.00
SLIB Consensus Rev 2017	\$208,461.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$0.00
		<input type="checkbox"/>	<input type="checkbox"/>	

(c)Amount of Funds Requested: \$24,299.00

(d)Estimated total project cost: \$2,155,000.00

(E)Balance of Project Incomplete: \$1,584,459.00

Estimated Reimbursement Rate: 1.53%

(Final Reimbursement Rate is Determined by Board Approved Amount)  
Manual Formula: (A) - (B) ÷ (C) = (D) / (E)

**Name of Applicant:** Campbell County

**Name of Project:** Landfill 2, Phase I Remediation

Is project needed to meet federal or state health and/or safety requirement? Yes ☒ No ☐  
(If yes, provide specific health or safety requirement project will address)

Do you have an Administrative Order? Yes ☐ No ☒  
(If yes, provide copy of the Administrative Order) – MRG Only

Water and/or Sewer Project: Yes ☐ No ☒  
(If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only

Street and/or Road Project: Yes ☐ No ☒  
(If yes, complete Street Questionnaire) – MRG Only

Fire Apparatus Project: Yes ☐ No ☒  
(If yes, complete Fire Apparatus Questionnaire)

Vehicle Project: Yes ☐ No ☒  
(If yes, complete Vehicle Replacement Certification form)

If full funding is not received, what will applicant do?  
Groundwater impacts dictate that project must be completed.

If additional funding is needed, where will the additional funds be obtained?  
Additional funds will have to come from the Campbell County general fund.

Can the project be scaled back or phased? Yes ☒ No ☐  
(Provide explanation)

Project cannot be scaled back, but is already set up to be completed in several phases over several fiscal years.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Kevin C. King, P.E. Public Works Director

02/08/2019

Name and Title (typed)

Signature

Date

Matthew D. Olsen, P.E., Environmental Services Mgr.

(307) 685-8061

mdo08@ccgov.net

Name and Title of Contact Person

Phone No.

E-mail

**SUBMISSION REQUIREMENTS:** ALL DOCUMENTS MUST BE PRINTED ON 8 1/2 X 14 ( LEGAL) SIZE PAPER. OFFICE OF STATE LANDS AND INVESTMENTS, ATTN: GRANTS AND LOANS DEPARTMENT, HERSCHLER BUILDING, 3<sup>RD</sup> WEST, 122 WEST 25<sup>TH</sup> STREET, CHEYENNE, WYOMING 82002

- CWC – Submit one (1) original Application and one (1) original Joint Resolution form
- MRG – Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

**Name of Project:** Landfill 2, Phase I Remediation

**Project Narrative:** Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size**)

**Number of Attached Pages** 1

In September of 2015, Campbell County and the Wyoming Department of Environmental Quality (WDEQ) entered into an agreement titled "Operator Led Cleanup – Landfill Remediation Agreement." (Agreement) The need for the Agreement came from the WDEQ designating two Campbell County Landfills as high priority for groundwater remediation. Landfill 1 was ranked #1 in the State and Landfill 2, Phase I was ranked #11. The State Legislature set aside funds for remediation of Wyoming landfills.

Both landfills were constructed prior to rules changes that require the waste be placed in lined cells. Both are showing signs that groundwater is being contaminated by leachate and/or gas migrating from the waste cells.

The Agreement calls for up to 75% reimbursement from the State to the County for remediation projects on these two landfills. The initial Agreement set aside \$4 Million for the project as a starting point. On page 1 of the Application, the status of the WDEQ funding is marked "pending" even though the Agreement set aside \$4 Million since no formal finite contracts for remediation of Landfill 2, Phase I have been developed and agreed by WDEQ. The funding requested in this application will be used to help offset a portion of the 25% County match required for remediation.

**Note:** We previously requested that any leftover funds from the Pine Tree Junction Fire Station and Fire Station #9 projects previously funded by SLIB be allowed to roll over to the Landfill 2, Phase I project. The request of \$24,299.00 will fully commit the available balance.



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

An Ordinance Approving and Authorizing an Amendment to Ordinance 3661 and Associated Villas at Legacy Ridge Plat to be Known as the Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**BACKGROUND:**

The owner is seeking approval of an Amended Final Planned Unit Development Plat known as the Amended PUD Final Plat, The Villas At Legacy Ridge.

The Villas at Legacy Ridge are located east of the Campbell County Recreation Center along Shoshone Avenue. The owner is seeking to adjust the sizes of 13 lots by combining and reducing the number of lots. Four lots are west of Quarter Horse Avenue which will be combined into two lots. Five lots north of Villa Way will be combined into three lots. And four lots on the east will be combined into two lots.

Planned Unit Development plats with the accompanying Draft Ordinance regulate the zoning components of the development. The Draft Ordinance provides the zoning design components of the development. Specifically, the Ordinance addresses the building setback requirements, building footprint size and parking. All other aspects of the ordinance governing the existing developed lots will remain unchanged and continue to follow the previous Ordinance No. 3661.

Access to each lot will be from Quarter Horse Avenue or Villa Way. Due to the proximity of Lots 9H and 9J to Shoshone Avenue, one common access will be allowed with a common access easement from Villa Way. Access to Shoshone Avenue will not be allowed.

Water and sewer mains and electrical run north and south on lot 9H and 9J. An easement shall remain in place to provide access to these utilities.

Each existing lot is currently served by water, sewer and electrical. Prior to the recording of the final plat, the owner shall provide a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**



I move for approval of Ordinance Approving and Authorizing an Amendment to Ordinance 3661 and Associated Villas at Legacy Ridge Plat to be known as the Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I, to the City of Gillette, Wyoming, Subject to all Planning Requirements.

**STAFF REFERENCE:**

**MAP** - Ry Muzzarelli, P.E., Development Services Director

**ATTACHMENTS:**

Click to download	
<input type="checkbox"/>	<a href="#">PC Meeting Minutes 02/12/2019</a>
<input type="checkbox"/>	<a href="#">Planning Requirements</a>
<input type="checkbox"/>	<a href="#">Aerial and Vicinity Map</a>
<input type="checkbox"/>	<a href="#">Plat</a>
<input type="checkbox"/>	<a href="#">Ordinance</a>

CITY OF GILLETTE PLANNING COMMISSION

Minutes of the regular meeting  
City Council Chambers – City Hall  
February 12, 2019

PRESENT

Commission Members Present: Chairman Jim Nielson, Vice-Chair Cindy Reardon, Brenda Green, Jennifer Tuomela, and Ted Jerred

Commission Members Absent: Sheryl Martin and Trevor Matson

Staff Present: Clark Sanders, Planner; Meredith Duvall, Planner; and Annie Mayfield, GIS and Planning Manager

CALL TO ORDER

Chairman Nielsen called the meeting to order at 7:00 p.m.

APPROVAL OF  
THE MINUTES

A motion was made by Ted Jerred to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of January 8, 2019. Jennifer Tuomela seconded the motion. Motion carried 5/0.

18.039PUDF -  
AMENDED  
PUD FINAL  
PLAT THE  
VILLAS AT  
LEGACY  
RIDGE

The owner is seeking approval of an Amended Final Planned Unit Development Plat known as the Amended PUD Final Plat, The Villas At Legacy Ridge. Access to each lot will be from Quarter Horse Avenue or Villa Way. The owner is seeking to adjust the sizes of the 13 lots by combining and reducing the number of lots. As the owner wishes to combine lots, a service line agreement and the associated estimate and financial guarantee to remove the surplus water services this subdivision creates or remove the services prior to recording the plat.

Chairman Nielsen asked if there were any questions or comments on the case from the Commission or the public. Ted Jerred asked if the Home Owners Association (HOA) was still active, and if so, how would that affect the selling of the lots. Clark Sanders was unable to speak about the HOA, however the agent on the project, Richard Doyle was present and was asked the question. Richard Doyle was unable to speak on the HOA and deferred to the project manager for the developer, Michael Kuglin. Michael Kuglin was also unable to speak on the HOA and to what extent they are involved but said that he would speak with the developer, Mark Christensen, and get back to staff on the matter by Thursday, February 14, 2019.

Chairman Nielsen asked if there were any more questions or comments on the case from the Commission or the public. There being no further comments or questions, Chairman Nielsen made a motion to approve the case, Vice-Chair Reardon seconded the motion. Motion carried 5/0.

OLD  
BUSINESS

None

NEW  
BUSINESS

Clark Sanders said there were five upcoming cases for the February 26, 2019 meeting. The Planning Commission meeting for March 12, 2019 will be canceled as staff did not receive any submittals for that time period. And as of now, there will be one case for the March 26, 2019 meeting, whose deadline for new submittals is February 20, 2019

ADJOURNMENT

The meeting adjourned at 7:13 p.m.

Minutes taken and prepared by Meredith Duvall, Planner.

DRAFT

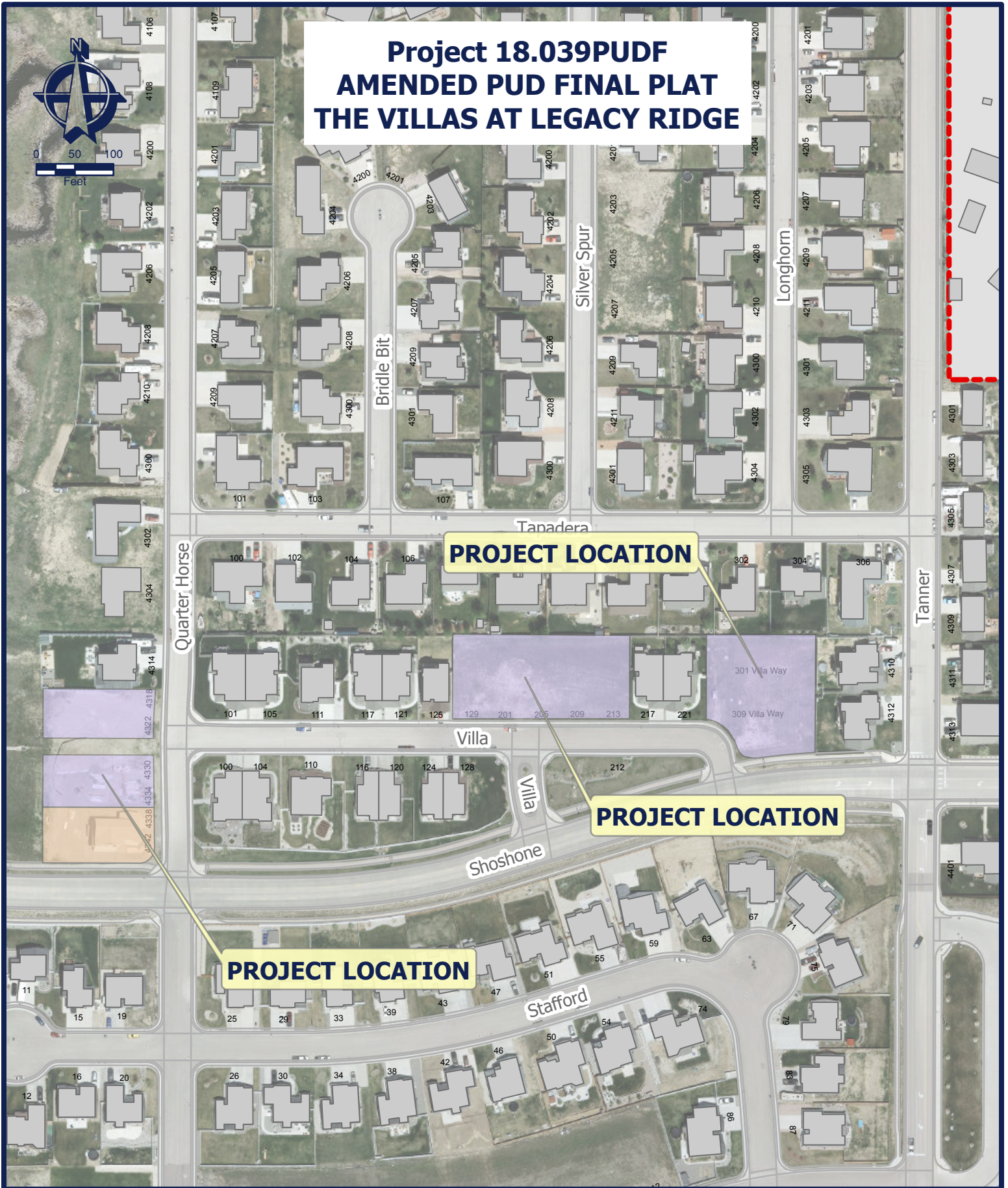
# **Planning Requirements**

## **18.039PUDF**

### **Amended PUD Final Plat - The Villas at Legacy Ridge**

1. The applicant will address all comments and concerns in ePlans before submitting a final, signed mylar to be recorded by the Campbell County Clerk.
2. A recording fee of \$75 (seventy-five), payable to the Campbell County Clerk must be submitted with the final mylar.
3. A Service Line Agreement will need to be executed.
4. A Title Report needs to be submitted to the City Planning Division.
5. The Ordinance originally recorded with the Final Planned Unit Development Plat for The Villas at Legacy Ridge must be amended to include the newly established lots and submitted with the plat to be recorded. The recording fee for these documents must also be submitted with the final mylar.

# Project 18.039PUDF AMENDED PUD FINAL PLAT THE VILLAS AT LEGACY RIDGE



**CITY OF GILLETTE**

GIS Division  
P.O. Box 3003  
Gillette, Wyoming 82717-3003  
Phone (307) 686-5364  
[www.gillettewy.gov](http://www.gillettewy.gov)

12/17/2018 4:38 PM

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM  
RECORD AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO  
GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR  
THE INFORMATION CONTAINED THEREIN.

Productivity **Service With P.R.I.D.E.** Enthusiasm  
Responsibility Integrity Dedication



DEDICATION

Know all men by these presents that the undersigned MC HITT DEVELOPMENT, LLC, being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify,

The above and foregoing THE VILLAS AT LEGACY RIDGE, PHASE 1 PARTIAL RESUBDIVISION PLANNED UNIT DEVELOPMENT IN THE CITY OF GILLETTE being more particularly described as follows:

Lots 1F, 1G, 2D, 2E, BLOCK 1 & LOTS 5D, 6C, 6D, 7C, 7D, 9D, 9E, 9F AND 9G, BLOCK 2, THE VILLAS AT LEAGACY RIDGE, CITY OF GILLETTE

Said tract of land contains 1.49 acres, more or less, subject to all rights, restrictions and/or easements of sight and record, and as appears on this plat, is made with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided in lots, blocks, streets and easements, and

That the undersigned owners and proprietors of the land shown and described on this plat do hereby dedicate to the City of Gillette for perpetual public use all streets, alleys, easements and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use. Utility easements as designated on this plat are hereby dedicated to the City of Gillette for perpetual public use for installing, repairing, replacing and maintaining water lines, sewers, gas lines, electrical lines, telephone lines, cable TV lines and the forms and types of public utilities now or hereafter generally utilized by the public. Drainage Easements, as designated on this plat, are hereby dedicated to the City of Gillette and its licensees for public use, to accommodate the flow or storage of storm water and shall be kept free of all fences, structures or other impediments.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_

Owner: MC Hitt Development, LLC

Signed by Mark A. Christensen  
as member of Mc Aegis, LLC  
as owner of MC Hitt Development, LLC

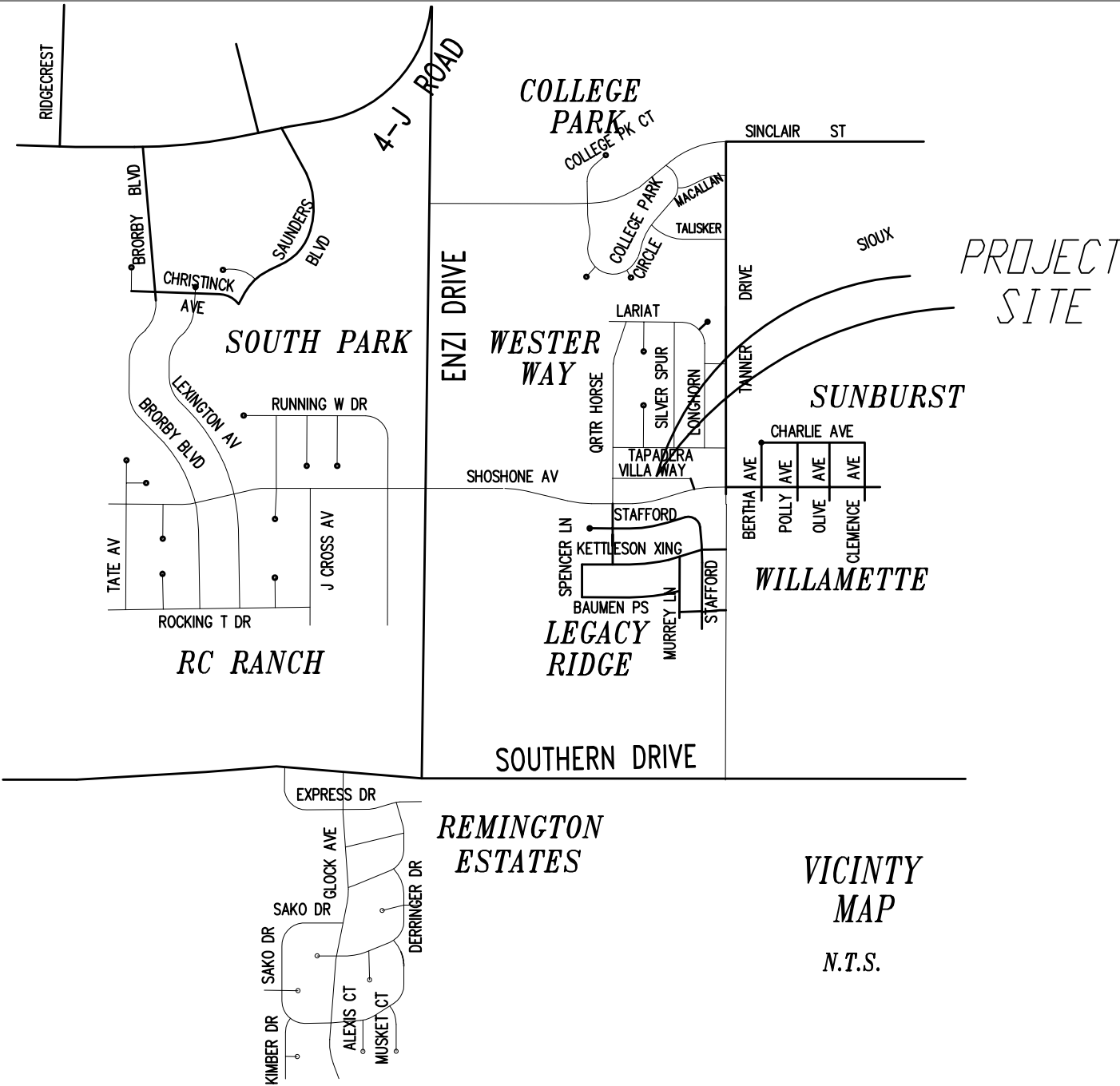
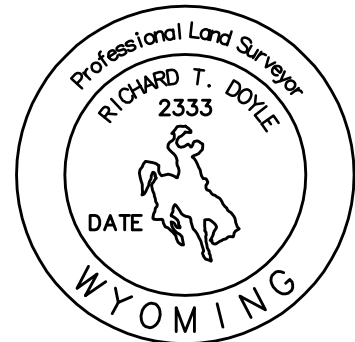
STATE OF WYOMING )  
 ) ss  
COUNTY OF CAMPBELL )  
The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, A.D., 20\_\_\_\_, by Mark A. Christensen  
as member Mc Aegis LLL, owner MC Hitt Development, LLC,  
voluntary act and deed.  
Witness my hand and official seal.

Notary Public  
My Commission Expires \_\_\_\_\_

THE VILLAS AT LEGACY RIDGE,  
PHASE I  
PARTIAL RESUBDIVISION,  
PLANNED UNIT DEVELOPMENT  
IN THE  
CITY OF GILLETTE, WYOMING

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF  
Lots 1F, 1G, 2D, 2E, BLOCK 1, & LOTS  
5D, 6C, 6D, 7C, 7D, 9D, 9E, 9F AND 9G,  
BLOCK 2, THE VILLAS AT LEAGACY RIDGE,  
BOOK 9 OF PLATS, PAGES 258-259 OF  
THE RECORDS OF THE CAMPBELL COUNTY  
CLERK. ALL EARLIER PLAT OR PORTIONS  
THEREOF, ENCOMPASSED BY THE  
BOUNDARIES OF THIS PLAT ARE HEREBY  
VACATED.



SURVEYOR'S CERTIFICATE

I, Richard T. Doyle, do hereby certify that I am a registered land surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of THE VILLAS AT LEGACY RIDGE, LEGACY RIDGE-PHASE I PARTIAL RESUBDIVISION, PLANNED UNIT DEVELOPMENT IN THE CITY OF GILLETTE, WYOMING, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with City of Gillette regulations governing the subdivision of the land.

APPROVALS

Data on this plat reviewed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D., by the City Engineer of Gillette, Wyoming.

City Engineer

This plat approved by the City of Gillette Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D.

Chairman Secretary

Approved by the City Council of the City of Gillette, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D.

Mayor City Clerk

This plat filed for record in the office of the County Clerk and Recorder at \_\_\_\_\_ o'clock \_\_m., \_\_\_\_\_ A.D., and is duly recorded in Book \_\_\_\_\_ of Plats, Page No. \_\_\_\_\_

County Clerk

PUD FINAL PLAT

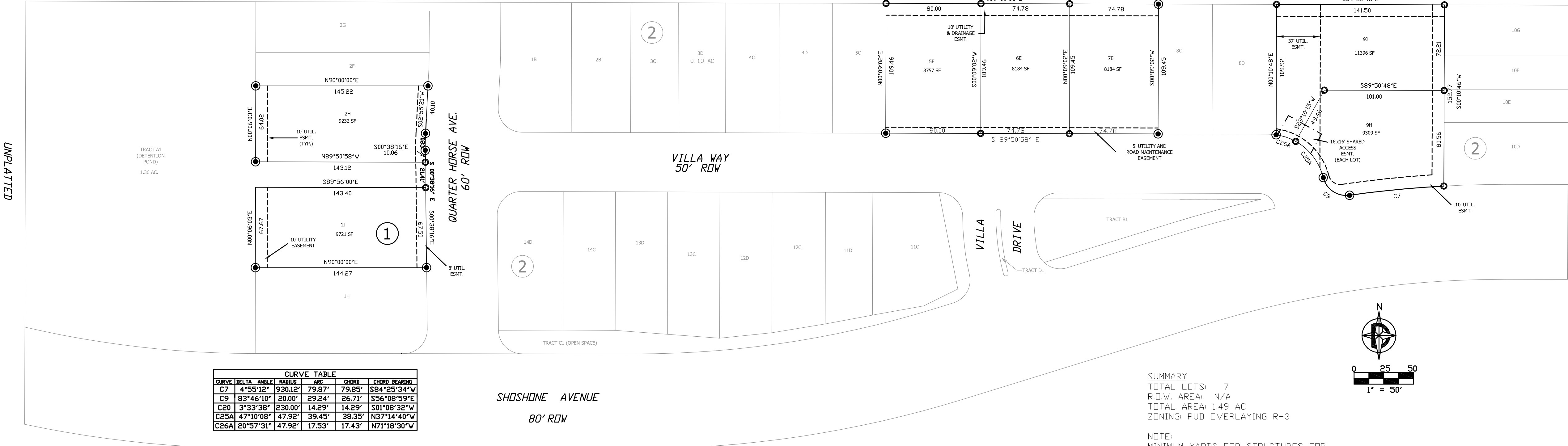
THE VILLAS AT LEGACY REIDGE,  
LEGACY RIDGE-PHASE I  
PARTIAL RESUBDIVISION, PLANNED  
UNIT DEVELOPMENT

PREPARED FOR: MC HITT DEVELOPMENT LLC PO BOX 1269 GILLETTE, WY 82717	PREPARED BY: DOYLE SURVEYING INC. 801 E. Fourth St. Suite C-8 Gillette, WY 82716 PH: (307) 686-2410
---	--

DATE OF PREPARATION: DECEMBER, 2018 SHT 1 OF 1

REVISED: 1-16-19  
REVISED: 1-7-19

UNPLATTED



CURVE TABLE						
CURVE	DELTA	ANGLE	RADIUS	ARC	CHORD	CHORD BEARING
C7	4°55'12"	930.12'	79.87'	79.85'	S84°25'34"W	
C9	83°46'10"	20.00'	29.24'	26.71'	S56°08'59"E	
C20	3°33'38"	2300.00'	14.29'	14.29'	S01°08'32"W	
C25A	47°10'08"	47.92'	39.45'	38.35'	N37°14'40"W	
C26A	20°57'31"	47.92'	17.53'	17.43'	N71°18'30"W	

SUMMARY  
TOTAL LOTS: 7  
R.O.W. AREA: N/A  
TOTAL AREA: 1.49 AC  
ZONING: PUD OVERLAYING R-3

NOTE:  
MINIMUM YARDS FOR STRUCTURES FOR LOT 9J, BLOCK 2 SHALL BE TEN FEET (10') ON ALL SIDES WITH THE MAXIMUM PERCENT OF SITE COVERAGE OCCUPIED BY BUILDING FOR THE LOT NOT TO EXCEED 50%

LEGEND

- FOUND 5/8" REBAR WITH SURVEY CAP
- SET 24" LONG 5/8" REBAR WITH ALUMINUM SURVEY CAP MARKED "RLS 2333"

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO ORDINANCE 3661 AND ASSOCIATED VILLAS AT LEGACY RIDGE PLAT TO BE KNOWN AS THE AMENDED PLANNED UNIT DEVELOPMENT, THE VILLAS AT LEGACY RIDGE, PHASE I, TO THE CITY OF GILLETTE, WYOMING

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING:

**SECTION 1.** The zoning of the property legally described below will be changed by amending parts of a P.U.D. overlaying the existing R-3 Single and Multiple Family Residential District for the Property, according to Section 12 and 15 of the Zoning Ordinance of the City of Gillette. Pursuant to City of Gillette Zoning Ordinance Section 3 b. (2), provision of this ordinance shall apply to all private lands within the corporate limits of the City of Gillette, Wyoming.

A PARCEL OF PROPERTY LOCATED WITHIN THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING DESCRIBED AS FOLLOWS:

LOTS 1J, 2H, BLOCK 1, LOTS 5E, 6E, 7E, 9J, AND 9H, BLOCK 2,  
AMENDED PUD PLAT, THE VILLAS AT LEGACY RIDGE, PHASE 1

SAID PARCELS CONTAIN 1.49 ACRES, MORE OR LESS (the “Property”).

Incorporated herein by reference is City of Gillette Ordinance No. 3661, *An Ordinance for the Final Plat titled Final Plat – A resubdivision of Legacy Ridge, Phase I, City of Gillette, Wyoming, Legacy Ridge, Phase I Planned Unit Development to be known as The Villas at Legacy Ridge in the City of Gillette, Wyoming by Overlaying a Planned Unit Development Zoning District over the Existing R-3 Single and Multiple Family Residential District*, hereinafter referred to herein as “Ordinance No. 3661”.

No changes shall be made to any other property currently authorized under Ordinance No. 3661 and not specifically referenced herein as the “Property”.

**SECTION 2.** This Planned Unit Development zoning overlay was approved by the Gillette City Planning Commission on January 22, 2019.

**SECTION 3.** In accordance with Section 15c. of the Zoning Ordinance of the City of Gillette, the following Project Specific Development Standards shall govern the **Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I** (the “Neighborhood”) and the Property..

**1. Permitted Uses:**

Those Permitted Uses provided for in Ordinance No. 3661, including:

- a. Single family dwelling
- b. Condominium or Townhome
- d. Day Care (family child care home) with appropriate State license and operated from the provider’s home with a special permit
- e. Accessory uses as permitted and defined in the City of Gillette Zoning Ordinance for the R-3 Single and Multiple Family Residential District.

Multiple family dwelling(s) shall be excluded from the Neighborhood.

**2. Additional Uses:**

Those Additional Uses provided for in Ordinance No. 3661, including:

1. Storm water conveyance and detention facilities
2. Utility infrastructure

**3. Minimum Lot Size:**

That Minimum Lot Size provided for in Ordinance No. 3661:

2,924 sq. ft.

**4. Maximum Lot Size:**

15,000 sq. ft.

**5. Maximum Height of Structure:**

That Maximum Height of Structure provided for in Ordinance No. 3661:

Thirty-five feet (35')

**6. Building/Lot Site Coverage:**

- a. Maximum size of building footprint:

Existing Structures:	As already approved
Single-Family Detached Home:	5,000 square feet
Single-Family Detached Structure or Townhome:	5,000 square feet
Each Unit:	2,500 square feet

- b. Maximum percent of site coverage occupied by building: 60%

**7. Minimum Setbacks on the Front, Side and Rear Yards:**

- a. Those Minimum Setbacks on the Front, Side and Rear Yards provided for within Ordinance No. 3661.
- b. Due to its unique configuration, when building upon Lot 9J, Block 2, the minimum setbacks for the Front, Side and Rear Yards shall all be Five feet (5'), provided, however that developer shall ensure a setback of at least Twenty feet (20') on two parallel yards of the lot.

**8. Project Specific Unique Development or Design Standards:**

The Neighborhood provides for the following features:

- Ranch style paired homes
- Attractively designed condominiums and townhomes
- Single-family detached homes
- A variety of housing alternatives to encourage a mix of young families, traditional families, and seniors and those looking to age in place
- Common area maintenance
- Covenant controlled community
- Attractively landscaped common areas which buffer the neighborhood from Shoshone Avenue
- Consistent landscaping design from home to home
- Those Project Specific Unique Development or Design Standards provided for in Ordinance No. 3661.

**9. Landscaping, Buffering and Screening Standards:**

Those Landscaping, Buffering and Screening Standards provided for within Ordinance No. 3661.

**10. Area Designated for Common Open Space and Facilities:**

Those Area(s) Designated for Common Open Space and Facilities provided for within Ordinance No. 3661.

**11. Signage Requirements:**

Those Signage Requirements provided for within Ordinance No. 3661.

**12. Parking:**

Each home shall have a two- or three-car garage and driveway that accommodates at least two cars.

**13. Ownership of Common Areas and Facilities:**

That Ownership of Common Areas and Facilities provided for within Ordinance No. 3661.

**14. Site Access and Street Standards:**

Those Site Access and Street Standards provided for within Ordinance No. 3661, provided, however, that all references to the Private Streets referenced therein for the benefit of lands within the Neighborhood shall be struck.

**15. Water and Sewer and Drainage Infrastructure:**

That Water and Sewer and Drainage Infrastructure provided for within Ordinance No. 3661.

**16. Phasing Plan:**

There are no plans for phasing the Neighborhood.

**SECTION 4.** The **Amended Planned Unit Development, The Villas at Legacy Ridge, Phase I**, in the City of Gillette is approved for filing with Campbell County Clerk and Ex-Officio Recorder of Deeds.

**SECTION 5.** This ordinance shall be in full force and effect upon its publication.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Louise Carter-King, Mayor

(Seal)

ATTEST:

Cindy Staskiewicz, City Clerk

Publish Date:



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

A Public Hearing to Consider the Renewal of Retail, Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Winery Satellite, and Resort Licenses, and Special Malt Beverage Permits, for the 2019-2020 Liquor Licensing Period.

**BACKGROUND:**

Liquor license and permit holders are required to renew their respective licenses/permits annually. All applications have been submitted to the Wyoming Liquor Division. The public hearing was published for two (2) consecutive weeks, February 1st and February 8th. No protests have been received.

2019 RENEWAL APPLICATIONS: (Total of 56 applications) 31 Retail; 9 Restaurant; 4 Bar & Grill; 2 Resort; 5 Limited Club; 2 Microbrewery; 1 Winery, 1 Winery Satellite; 1 Special Malt Beverage Permit. (Gillette currently has 6 Bar & Grill Licenses available.)

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

Click to download

☐ [Public Hearing Notice](#)



## PUBLIC HEARING NOTICE

**Notice of Application for License/Permit Renewals of Retail, Restaurant, Limited, Bar & Grill, Microbrewery, Winery, Winery Satellite, Special Malt Beverage, and Resort. Notice is hereby given that the following establishments have filed an application to renew their liquor license/permit.**

### **RETAIL LICENSES**

Absolute, LLC, d.b.a. Legends  
Albertson's, LLC, d.b.a. Albertson's #67  
Andresen, Inc., d.b.a. Jack's Drive-In Liquors  
BGM Partners, LLC, d.b.a. Pat's Drive-Up Liquor  
Boot Hill, Inc., d.b.a. Boot Hill  
CBH Cooperative, d.b.a. Travel Plaza  
Center Bar, Inc., d.b.a. Center Bar  
Corner Pocket of Gillette, Inc., d.b.a. Mingles Uncle Fredgies  
Creative Beverages, LLC, d.b.a. Creative Beverages  
D&D Enterprises, Inc., d.b.a. Camelanes-Silver Bullet  
DLM Investments, LLC, d.b.a. Energy Station  
East Side Liquors, Inc., d.b.a. East Side Liquors  
Eisheid Investments, LLC, d.b.a. Rail Yard  
Family Fun Frontier Center, LLC, d.b.a. Family Fun Frontier Center  
Fireside Enterprises, LLC, d.b.a. Fireside Lounge  
Gillette Entertainment, LLC, d.b.a. National 9 Inn Sundance Lounge  
Good Times Liquors & Lounge, LLC, d.b.a. Good Times Liquor & Lounge  
H&S, Inc., d.b.a. Other Side Bar & Grill  
Jake's Tavern, Inc., d.b.a. Jake's Tavern  
Lakeside Partners, LLC, d.b.a. Lakeside Liquor & Lounge  
Montgomery Bar & Hotel, Inc., d.b.a. Montgomery Bar & Hotel  
OC Gillette, LLC, d.b.a. Old Chicago Restaurant  
Pizza Carrello, LLC, d.b.a. Pizza Carrello  
Pokey's Barbeque & Smokehouse, Inc., d.b.a. Pokey's BBQ & Smokehouse  
Prime Rib, Inc., d.b.a. Prime Rib Restaurant  
RMH Franchise Corp., d.b.a. Applebees Neighborhood Grill & Bar  
Sapporo Wyoming, Inc., d.b.a. Sapporo Japanese Steakhouse  
Taylor Management, LLC, d.b.a. Fiesta Tequila  
TPD Enterprises, Inc., d.b.a. TLC Liquors  
White Pony, Inc., d.b.a. Humphrey's Bar & Grill  
Wyoming Downs OTB 7, LLC, d.b.a. Wyoming Downs OTB 7

### **RESTAURANT LICENSES**

Bagnavilla, LLC, d.b.a. The Coop  
Compadres, LLC, d.b.a. Los Compadres  
IBLA, LLC, d.b.a. Armando's Taco & Pasta Shop  
Mona's Café, LLC, d.b.a. Mona's Café  
Peak Mountain, Inc., d.b.a. GW Restaurant  
Pizza Hut of Gillette, Inc., d.b.a. Pizza Hut  
Powder River BBQ, LLC, d.b.a. Dickey's Barbecue  
Sakura 1984, Inc., d.b.a. Amber Japanese Steak House  
Wing Lee, LLC, d.b.a. Great Hong Kong

### **BAR & GRILL LICENSES**

FRG Gillette, LLC, d.b.a. Wyoming's Rib & Chop  
H&H Cuisine, Inc, d.b.a. Ruby Tuesday  
Rodel, LLC, d.b.a. Las Margarita's  
Screamin' Hot Wyoming, LLC, d.b.a. Buffalo Wild Wings

### **WINERY & WINERY SATELLITE PERMIT**

Big Lost Meadery, LLC, d.b.a. Big Lost Meadery

### **SPECIAL MALT BEVERAGE PERMIT**

Gillette Junior Hockey, LLC, d.b.a. Gillette Junior Hockey

### **RESORT LICENSES**

LOF Gillette, LLC, d.b.a. Ramada Plaza Gillette  
M. Farid Khan & Bibi Israr Khan, d.b.a. Tower West Lodge

### **LIMITED CLUB LICENSES**

American Legion #42, d.b.a. American Legion #42  
Campbell County Parks & Rec Board, d.b.a. Bell Nob Club House  
Eagles FO #2711, d.b.a. Eagles FOE #2711  
Gillette Elks Lodge #2825, d.b.a. Gillette Elks Lodge #2825  
Gillette Golf & Country Club, Inc., d.b.a. Gillette Golf & Country Club

### **MICROBREWERY**

Big Lost Meadery, LLC, d.b.a. Big Lost Meadery  
Gillette Brewing Company, LLC, d.b.a. Gillette Brewing Company

**And protests, if any there be, against the renewal of these licenses and/or permits will be heard on Tuesday, February 19, 2019, at 7:00 p.m., or as soon thereafter as so ordered by the City Council of Gillette, Wyoming, in the City Council Chambers of the City of Gillette, located at 201 E. 5th St., Gillette, Wyoming. Dated this 23rd day of January 2019 - Cindy Staskiewicz, City Clerk**



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration for the Renewal of Retail Licenses for the 2019-2020 Liquor Licensing Period.

**BACKGROUND:**

Liquor license and permit holders are required to renew their respective licenses/permits annually. All applications have been submitted to the Wyoming Liquor Division. Corrections, if applicable, have been submitted to the Wyoming Liquor Division and accepted as complete. The public hearing was published for two (2) consecutive weeks, February 1st and February 8th. No protests have been received.

2019 RENEWAL APPLICATIONS: 31 Retail; 9 Restaurant; 4 Bar & Grill; 2 Resort; 5 Limited Club; 2 Microbrewery; 1 Winery, 1 Winery Satellite; 1 Special Malt Beverage Permit. (Gillette currently has 6 Bar & Grill Licenses available.)

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move for the Renewal of Retail Licenses for the 2019-2020 Liquor Licensing Period.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration for the Renewal of a Microbrewery License for the 2019-2020 Licensing Period to Gillette Brewing Company, Contingent Upon Meeting Production Requirements as Dictated by the Wyoming Liquor Division and Wyoming State Statute.

**BACKGROUND:**

Liquor license and permit holders are required to renew their respective licenses/permits annually. All applications were submitted to the Wyoming Liquor Division ("WLD"). Corrections, if applicable, were submitted to the WLD and accepted as complete, except for Gillette Brewing Company. As of February 11, 2019, Gillette Brewing Company's production reports indicate production of a total 31.06 barrels. Nathan Hardy, manager of Gillette Brewery, indicated that the fifty (50) barrel minimum would be met and reported to the WLD on their March 15, 2019, production report. The WLD indicated by emails dated February 11, 2019 and February 14, 2019, that microbreweries have until the end of the licensing period, March 31, 2019, to meet the minimum requirement of the production of fifty (50) barrels to be considered a microbrewery. See W.S. 12-1-101(a)(ix). Below is the WLD's suggestion regarding how to proceed for Gillette Brewing Company:

The Gillette Brewing Company application is not yet complete because the microbrewery production minimum of 50 barrels for the license term year has not been met yet. I discussed the situation with Nathan and Dawn Hardy and explained the requirement to them and Nathan indicated that with production from January and February of this year, they should meet the minimum requirements. We have not yet received the January reporting from them.

We expect to receive production reports, and any applicable taxes, from microbreweries by the 15th of each month after the month of production. Because of the reporting requirements, we may not know if a microbrewery has actually met the minimum production requirements until after the particular license term has ended.

Your Council could determine that the application can be approved but the issuance of the renewed license would be contingent upon the microbrewery meeting the minimum production requirement by the end of

the current license term: 3/31/2019.

It is important to understand that the minimum production requirement applies to the license term year, not the calendar year. This means that the timing of your renewal process and the public hearing may be a challenge for microbreweries because the minimum production may not have been met by the time of the public hearing.

This is a timing dilemma that is also associated with the production demand that the microbrewery needs to meet based not only upon the minimum production requirements in statute, but the economics of the situation for the microbrewery.

I discussed these issues with Nathan Hardy so he can consider other aspects of his microbrewery production demand to help ensure he meets the minimum each license year in the future.

The public hearing was published for two (2) consecutive weeks, February 1st and February 8th. No protests have been received.

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move for the Renewal of a Microbrewery License for the 2019-2020 Licensing Period to Gillette Brewing Company, Contingent Upon Meeting Production Requirements as Dictated by the Wyoming Liquor Division and Wyoming State Statute.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



CITY OF GILLETTE  
P.O. Box 3003  
201 E. 5th Street  
Phone (307)686-5200  
CITY OF GILLETTE

[www.gillettewy.gov](http://www.gillettewy.gov)

**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

Council Consideration for the Renewal of Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Winery Satellite, and Resort Licenses, and Special Malt Beverage Permits for the 2019-2020 Liquor Licensing Period.

**BACKGROUND:**

Liquor license and permit holders are required to renew their respective licenses/permits annually. All applications have been submitted to the Wyoming Liquor Division. Corrections, if applicable, have been submitted to the Wyoming Liquor Division and accepted as complete. The public hearing was published for two (2) consecutive weeks, February 1st and February 8th. No protests have been received.

2019 RENEWAL APPLICATIONS: 31 Retail; 9 Restaurant; 4 Bar & Grill; 2 Resort; 5 Limited Club; 2 Microbrewery; 1 Winery, 1 Winery Satellite; 1 Special Malt Beverage Permit. (Gillette currently has 6 Bar & Grill Licenses available.)

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move for the Renewal of Restaurant, Bar & Grill, Limited Club, Microbrewery, Winery, Winery Satellite, and Resort Licenses, and Special Malt Beverage Permits for the 2019-2020 Liquor Licensing Period.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

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CITY OF GILLETTE

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**DATE:** 2/19/2019 7:00:00 PM

**SUBJECT:**

A Public Hearing to Consider Allowing Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery, Winery, or Winery Satellite Licensed Building for the Liquor Licensing Period April 1, 2019 to March 31, 2020.

**BACKGROUND:**

Per Gillette City Code 3-32 (a), 3-33 (a), 3-34 (a), and 3-35 (a), (applicable to Microbrewery, Winery, Satellite Manufacturer Brewery, and Satellite Manufacturer Winery): "After proper notice and public hearing and with the approval of the Governing Body, persons under the age of twenty-one (21) years may enter or remain in the licensed building until the hour of 2:00 A.M."

**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

**ATTACHMENTS:**

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☐ [Public Hearing Notice](#)

## PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of Gillette, Wyoming at 7:00 p.m., February 19, 2019 in the City Council Chambers of the City of Gillette located at 201 East Fifth Street, Gillette, Wyoming; to consider whether persons under the age of 21 years may enter and/or remain in a licensed building with a microbrewery, winery and/or satellite winery permit. Protests, if any, will be heard during the public hearing.

Dated this 23rd day of January 2019

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Cindy Staskiewicz, City Clerk

Publish:        February 1, 2019  
                     February 8, 2019



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**ACTUAL COST VS. BUDGET:**

**SUGGESTED MOTION:**

I Move to Allow Persons Under the Age of Twenty-One (21) Years to Enter or Remain in a Microbrewery, Winery, or Winery Satellite Licensed Building for the Liquor Licensing Period April 1, 2019 to March 31, 2020.

**STAFF REFERENCE:**

Michelle Henderson, Finance Director

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