



CITY COUNCIL AGENDA
COUNCIL CHAMBERS, 201 E. 5TH STREET
CITY OF GILLETTE
Tuesday, July 16, 2019
7:00 PM

A. Call to Order.

B. Invocation and Pledge of Allegiance.

1. **Invocation Led by Stake President Tony Klamm of the Church of Jesus Christ of Latter Day Saints.**
2. **Pledge of Allegiance Led by Gillette Little League Softball All-Stars.**

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. **Executive Session - June 25, 2019**
- b. **Pre-Meeting - July 2, 2019**
- c. **Executive Session - July 2, 2019**
- d. **Regular Meeting - July 2, 2019**
- e. **Work Session - July 9, 2019**

2. Ordinance 3rd Reading - Consent

3. Ordinance 2nd Reading - Consent

4. Bills and Claims

a. Bills and Claims

Staff Reference: Michelle Henderson, Finance Director

5. Other - Consent

- a. **Council Consideration of a Resolution Authorizing Dissolution of the Campbell County Recreation Project Joint Powers Board, Termination of the Joint Powers Agreement and any Other Security Documents Relating Thereto, and Directing the Transfer of the Leased Property Described Herein to Campbell County.**

Staff Reference: Anthony Reyes, City Attorney

E. Approval of Conflict Claims.

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

Staff Reference: Michelle Henderson, Finance Director

2. **Mayor Carter-King - \$32.49**
Staff Reference: Michelle Henderson, Finance Director

F. Comments.

1. Council
2. Written
3. Public
4. Other - Comments
 - a. **A Proclamation Designating the Month of July 2019 as *Little Free Pantry Month* - Beth Chappell & Erin Galloway**
Staff Reference:

G. Unfinished Business.

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

H. New Business.

1. Minute Action
 - a. **Council Consideration to Authorize the Mayor to Sign a Wyoming Department of Transportation Special Event Road Closure Application for Highway 51 from Garner Lake Road, East to the Border of the City Limits, on August 16, 2019, from 10:00 p.m. to 10:45 p.m., to Create a Safety Zone for the 2019 Pyrotechnics Guild International (PGI) Fireworks Display, Requested by Jeff Esposito, General Manager of the Cam-Plex.**
Staff Reference: **MAP** - Michelle Henderson, Finance Director
 - b. **Council Consideration for the Approval of a Street Closure on Ross Avenue from 2nd Street to 3rd Street on July 20, 2019, from 6:00 a.m. to 6:00 p.m., for a Frontier Relic's Rehab Market, Requested by Frontier Auto Museum.**
Staff Reference: **MAP** - Michelle Henderson, Finance Director
 - c. **Council Consideration of a Professional Services Agreement for Engineering Services for the Gillette Regional Water Supply Project - Rozet Ranchettes Connection to HDR Engineering, Inc., in the Amount of \$63,476.00.**
Staff Reference: **MAP** - Michael H. Cole, P.E., Utilities Director

2. Ordinance 1st Reading.
3. Appointments

I. Public Hearings and Considerations

1. **A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Betcher Subdivision, City of Gillette, Wyoming, from C-3, Business/Services District to I-1, Light Industrial District; Subject to all Planning Requirements.**
Staff Reference: Ry Muzzarelli, P.E., Development Services Director
2. **An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Betcher Subdivision, City of Gillette, Wyoming, from C-3, Business/Services District to I-1, Light Industrial District; Subject to all Planning Requirements.**
Staff Reference: **MAP/VIDEO** - Ry Muzzarelli, P.E., Development Services 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

www.gillettewy.gov

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



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Invocation Led by Stake President Tony Klamm of the Church of Jesus Christ of Latter Day Saints.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Pledge of Allegiance Led by Gillette Little League Softball All-Stars.

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Executive Session - June 25, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Pre-Meeting - July 2, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Pre-Meeting Minutes - July 2, 2019](#)

A Pre-Meeting of the City Council was held on Tuesday the 2nd day of July 2019.

Present were Councilmen Brown, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson; City Attorney Reyes; Directors Cole, Henderson, and Wilde; Managers Schoen, Lt. Deaton, Palazzari, and Toscana; Planner Sanders, Planner Duvall, Grants Specialist Lenz; City Clerk Staskiewicz and Deputy Clerk Crawford.

Warm Up Items

Mayor Carter-King read the following statement:

“This is certainly another dark day for our community. While there is still a lot of uncertainty surrounding what occurred out at Belle Ayr and Eagle Butte mines, there is one thing that we do know for certain. This community once again is coming together to support our family, friends, and neighbors that have been affected.

I would like to thank the Campbell County Sheriff’s Office and Campbell County Fire Department for responding to the mines when called upon. I would also like to thank the Governor and the heads of the state agencies that flew into Gillette today to offer their support and to answer the questions about where we go from here.

Gillette is a community that rallies around its neighbors. This is a fantastic community to live in because of that. We will support each other through these tough times and come back stronger than ever. We’ve done it before and we will do it again!”

Introduction of New Citizen Advisory Board Members

Mayor Carter-King introduced new Citizen Advisory Board Members, Wes Johnson, Parks & Beautification Board; Jason Linduska, Mayor’s Art Council; and Ryan Conklin, Planning Commission.

Parking Maintenance Presentation

City Administrator Davidson introduced Planners, Clark Sanders and Meredith Duvall, to present Council with options for abating pot hole problems and deteriorating private parking lots throughout the City. Planner Duvall explained the current Ordinance pertaining to existing ambivalent off-street parking and loading requirements. She provided seven (7) reasons for the need to update the parking lot maintenance code, which included 1) preservation of public health, safety and welfare; 2) prevention of damages to citizen and public vehicles; 3) increased valuation of properties; 4) reduction of blight and decay; 5) prevention of loss of private and public revenues; 6) provision of adequate access for emergency response vehicles; and 7) decrease of maintenance cost of police and fire department vehicles. Planner Sanders presented proposed changes to the code, including access and parking lot maintenance requirements, proposed violations and penalties, and issues of enforcement.

Council discussed the options presented, including the possibility of a tiered fine structure based on the level of repairs required, the liability of the City for abatement, and property owner’s rights. Planner Sanders stated on certain occasions there were issues determining ownership of the property, and determining if the property was for public use. City Attorney Reyes advised that the pertinent reason for enforcing repairs would be based on the health, safety, and welfare of the community; the City could not deny access, but could take action to repair the damaged property at the expense of the owner. Planner Duvall explained that the Planning Commission would consider the request to amend the Ordinance, and then the item would be brought to Council for consideration. The Council gave their consent to proceed with the process.

Review July 2nd Council Agenda

Council reviewed the July 2nd Council Agenda. City Attorney Reyes notified Council of the need to postpone items I. 1. “*A Public Hearing to Consider the Transfer of Ownership of Retail Liquor License RTL-26 from Sapporo Wyoming, Inc., d.b.a. Sapporo Japanese Steakhouse, Located at 1000 E Boxelder Road, to Sappor Gillette, Inc., d.b.a. Sappor Sushi Hibachi*”, and I. 2. “*Council Consideration for the Transfer of Ownership of Retail Liquor License RTL-26 from Sapporo Wyoming, Inc., d.b.a. Sapporo Japanese Steakhouse, Located at 1000 E Boxelder Road, to Sappor Gillette, Inc., d.b.a. Sappor Sushi Hibachi*”, until the August 6th Council meeting. The applicant requested time to acquire required documents to meet statutory requirements.

Executive Session

Councilman Lundvall made a motion to move into an executive session to discuss Real Estate; seconded by Councilman Brown. All voted aye. The motion carried.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 6:49 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: July 10, 2019



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Executive Session - July 2, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Regular Meeting - July 2, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Regular Meeting - July 2, 2019](#)

A meeting of the City Council was held on Tuesday the 2nd day of July 2019.

Present were Councilmen Brown, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; City Administrator Davidson; City Attorney Reyes; Directors Cole, Henderson, and Wilde; Managers Lt. Deaton, Schoen, Palazzari, and Toscana; Planner Sanders, Planner Duvall, and Grant Specialist Lenz; City Clerk Staskiewicz and Deputy Clerk Crawford.

Mayor's Statement

"This is certainly another dark day for our community. While there is still a lot of uncertainty surrounding what occurred out at Belle Ayr and Eagle Butte mines, there is one thing that we do know for certain. This community once again is coming together to support our family, friends, and neighbors that have been affected.

I would like to thank the Campbell County Sheriff's Office and Campbell County Fire Department for responding to the mines when called upon. I would also like to thank the Governor and the heads of the state agencies that flew into Gillette today to offer their support and to answer the questions about where we go from here.

Gillette is a community that rallies around its neighbors. This is a fantastic community to live in because of that. We will support each other through these tough times and come back stronger than ever. We've done it before and we will do it again!"

Invocation and Pledge of Allegiance

The Invocation was led by Pastor Regan Pickrel of Gillette Christian Center. The Pledge of Allegiance was led by the children of Police Department Staff.

Approval of General Agenda

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

Approval of Consent Agenda

Minutes

Pre-Meeting – June 18, 2019; Regular Meeting – June 18, 2019; Work Session – June 25, 2019

Ordinance 3rd Reading – Consent

ORDINANCE NO. 3966

**AN ORDINANCE PROVIDING FOR THE VACATION OF THE
15-FOOT-WIDE GENERAL UTILITY EASEMENT LOCATED IN
LOT 1, REMINGTON ESTATES PHASE V SUBDIVISION, AS SHOWN
ON EXHIBIT "A" MAP, IN THE CITY OF GILLETTE, WYOMING,
SUBJECT TO ALL PLANNING REQUIREMENTS.**

ORDINANCE NO. 3967

**AN ORDINANCE PROVIDING FOR THE VACATION OF THE
EASTERLY 5' PORTION OF A 10' WIDE UTILITY EASEMENT
LOCATED IN LOT 1, BLOCK 8, RIMROCK ESTATES PHASE II
SUBDIVISION, AS SHOWN ON EXHIBIT "A" MAP, IN THE
CITY OF GILLETTE, WYOMING,
SUBJECT TO ALL PLANNING REQUIREMENTS.**

Bills and Claims

Adecco Employment Services, 145.68; Advance Auto Parts, 235.12; Air Tech Inc, 351.50; Albertson's, 10.00; Alisco, 969.92; Altisource Solutions Inc, 91.21; American Welding & Gas Inc, 32.83; Anixter Power Solutions, 141,312.08; Architectural Specialties LLC, 562.51; Arete Design Group, 8,073.22; Arrow Printing And Graphics Inc, 84.00; Associated Glass Inc, 676.80; AT&T Mobility National Accounts, 4,475.90; Austin Bernard, 75.00; AVP Consulting LLC, 56.63; Baker Hughes, A GE Company, LLC, 790.00; Bank West, 114.14; Barton, Debra, 67.58; Bentley Systems Inc, 8,660.00; Biegler, Austin, 22.10; Billings Gazette, 1,448.00; Black Hills Energy, 9,684.03; Black Hills Power & Light, 163,996.48; Black Hills Power & Light, 1,349,843.95; Black Hills Wyoming LLC, 61,191.81; Blue Cross Blue Shield of Wyoming, 779.81; Blue Cross Blue Shield of Wyoming, 75,701.47; Blue Cross Blue Shield of Wyoming, 84.00; Blue Cross Blue Shield of Wyoming, 80,619.92; Boot Barn, 150.00; Border States Electric, 297.00; Boyd Abelseth, 47.25; Brenntag Pacific Inc, 13,227.73; Britt, Bryan, 151.26; Buffalo Partners, LLC, 6.50; Burns And McDonnell Corporation, 70,892.26; Camacho,

Joel, 107.50; Campbell County Chamber of Commerce, 1,002.50; Campbell County Community Public, 9,248.80; Campbell County Coordinated Benefits Trust, 943.20; Campbell County Coordinated Benefits Trust, 137.50; Campbell County Hospital District, 5,987.50; Campbell County Hospital District, 1,090.00; Campbell County Landfill, 99,327.25; Campbell County Treasurer, 880.31; Campbell County Treasurer, 307.25; Campbell County Treasurer, 4,824.69; Campbell County Treasurer, 95,032.79; Campbell County Treasurer, 140,014.06; Campbell County Weed and Pest, 9,792.56; Cassandra Nelson, 110.50; CBH Co-Op, 155.00; CenturyLink, 176.06; City of Gillette, 13.20; City of Gillette, 24.86; City of Gillette - Petty Cash, 103.88; Clark Real Estate, 60.00; Collins Communications Inc, 279.95; Concrete Conservation Inc, 39,550.00; Connie Anderson, 50.00; Cooke, John & Kara, 139.43; CPS Distributors, 1,266.00; Croell Inc, 300.50; Cummins Rocky Mountain Inc, 402.59; Delta Dental of Wyoming, 25,187.20; Department of Energy, 50,990.62; Design Construction LLC, 117,788.49; Ditch Witch of South Dakota, 267.92; DLT Solutions LLC, 8,682.80; Double Broken Arrow Contracting, LLC, 131.47; DOWL LLC, 5,172.50; DRM Inc, 11,128.16; Dvorak, Haley, 88.35; Edwards, Denice, 27.71; Employment Testing Services Inc, 1,022.00; Energy Laboratories Inc, 146.00; Fairmont Supply Company, 83.52; Farmer Brothers Company, 567.86; Ferguson Enterprises, Inc #1701, 167.25; Firemaster Dept 1019, 154.50; First Interstate Bank of Gillette, 31.06; Fort Collins Wholesale Nursery Inc, 7,236.00; Garrett Neufeld, 25.00; Gillette College, 125,000.00; Gillette Contractors Supply Inc, 5,624.05; Gillette Steel Center, 975.00; Gillette Winnelson Company, 411.44; Goodtimes Liquor, 50.00; Grimes, Maurice, 86.42; GW Construction, LLC, 14,516.50; H & H Safety, 900.00; Hardman, Stephen & Barbara, 182.57; Harold Linke, 1,000.00; Harris, Crysta, 105.01; Hawkins Inc, 5,270.71; HDR Inc - US Engineering Accounts Receivable, 3,050.74; Hill Gallery And Sculpture Park, 1,000.00; Hill, Laci, 171.05; Hillcrest Spring Water Inc, 171.00; Holly Campbell, 125.00; Honnen Equipment Company, 37.81; Hotline Electrical Sales & Service LLC, 500.00; Houston-Alliant Insurance Services Inc, 10,917.89; Hub International Mountain States Limited, 50.00; John S Guernsey, 1,000.00; JS Foster Corporation, 9,565.00; Karibett Enriguez Gonzalez, 50.00; Kitch, Hayden, 129.00; Layne Christensen Company, 590.19; Leah & Brandon Crabtree, 115.00; Lowe Roofing Inc, 227.50; Mallak, Tanner, 205.96; Manz, Wesley, 71.72; Marin, Ricardo, 25.54; Martinez, Michael J, 186.73; Mary Ostrom, 500.00; MCM General Contractors, 111,157.61; Michael Hofer, 480.00; Michael Stulken, 540.00; MII Life Insurance, Incorporated, 3,635.55; MII Life Insurance, Incorporated, 5,268.51; MII Life Insurance, Incorporated, 369.00; Mike Dwyer Sculptures, 1,000.00; Mike Porter, 146.17; Montana Association of Health Care Purchasers, 2,718.30; Monument Homebuilders, 118.92; Morrison Maierle Inc, 3,875.25; Motorola, 14,983.34; Motorola Government Markets Sales, 12,743.41; Mountain Peaks Diagnostics, LLC, 16.60; Nathanel Wright, 25.00; Norco Inc, 1,767.72; Optum Bank Inc, 104.50; Optum Health Financial Services, 145.75; PCA Engineering Inc, 1,694.40; Pilot Investments, 39.27; Pinkerton Consulting & Investigation, 2,711.80; Powder River Energy Corporation, 8,681.95; Pro Force Law Enforcement, 5,929.95; ProElectric Inc, 15,809.77; Quality AGG And Construction Inc, 1,077.19; Record Supply Inc NAPA, 1,047.79; Red Tiger Well Service, 144,991.25; Reed, Carrie, 25.95; RFC, LLC, 15.72; RFC, LLC, 36.42; Robert G Rosenberg, 788.00; Sandra Cross, 50.00; Santoyo, Eric, 39.21; Sarah Knoll, 100.00; Schulte TA Inc, 54,960.00; Schutz Foss Architects PC, 2,835.00; Shay Folum, 81.50; Shea Tinnin, 400.00; Simon Contractors, 693.00; Simpson's Printing, 1,590.00; Source Office Products, 73.11; Southern Computer Warehouse, 577.79; Steven Titus And Associates, PC, 804.95; Stuart C Irby Co, 611.44; T & R Electric Supply Co Inc, 20.00; Tavi Dowling, 75.00; Teacher's Corner, 4.19; Team Laboratory Chemical Corporation, 160.00; That Embroidery Place, 40.00; Traffic Parts Inc, 991.50; Tri-City Excavation Inc, 703.50; TW Enterprises Inc, 2,800.00; UMB Bank, 88,452.15; United Rentals Inc, 6,147.00; Untamed Design LLC, 1,000.00; Verizon Wireless, 1,863.56; Vincent Russo, 1,000.00; Virginia Dean, 20.00; Vision Service Plan (WY), 3,881.47; Wal-Mart, 18.82; Warne Chemical & Equipment Co, 1,581.00; Waste Connections, Inc., 19,200.00; Waylon Rader, 18.00; Wesco Receivables Corp, 3,909.45; Western Services LLC, 3,500.00; Western Waste Solutions Inc, 80.00; Wheelhouse, Ron, 24.52; Williams, Jade, 15.90; WYODAK Resources Development Corp, 59,318.99; Wyoming Law Enforcement Academy, 235.00; Wyoming Marine, 26.99; Wyostar, 500,000.00; Xerox Corporation, 93.89; Zivaro Inc, 39,396.38

Other – Consent

Approval of payment for temporary construction easements and a permanent access and utility easement for the Gillette Regional Water Supply Project with four (4) separate property owners for a total amount of \$14,721.57.

Approval of a Rail Spur Agreement between Mountain Mud Services and Supply, Inc., and the City of Gillette.

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

Comments

Other – Comments – The Mayor and Council recognized Kris Jones, Customer Service, and Bob Molder, Wastewater, for their 30 years of service to the City of Gillette.

The Mayor and Council recognized Rollo Williams, Parks & Beautification Board, and Dorie Beck and Kris Jones, Mayor's Art Council, for their service on Citizen Advisory Boards.

New Business

Minute Action

Councilman Brown made a motion to amend the street closure time for the previously approved 4th of July parade permit, to 9:00 a.m., requested by Campbell County Parks & Recreation; seconded by Councilman Lundvall. Darla Cotton, Event Coordinator, explained that the Wyoming Department of Transportation approved the closure of 2nd Street at 9:00 a.m. to provide a safer environment for the parade. Ms. Cotton also announced that this is the 38th year for the parade and the 39th year for the 4th of July event, and reminded that next year the celebration will be for the 40th anniversary. Ms. Cotton thanked the City for all the help provided for the parade. Mayor Carter-King commended the committee for their great job in planning and providing an amazing 4th of July celebration each year. All voted aye. The motion carried.

Councilman Montgomery made a motion to approve a catering permit for the Class of '99 High School Reunion on July 12, 2019, from 4:00 p.m. to 11:00 p.m., located in the Rail Yard Restaurant parking lot, which will include outdoor music; seconded by Councilman Neary. All voted aye. The motion carried.

Councilman Montgomery made a motion to approve three (3) street closures on Gillette Avenue, between 5th Street and 6th Street, on July 9th, July 16th, and July 23rd, from 5:45 p.m. to 8:15 p.m., for outdoor family fun events, requested by First Baptist Church; seconded by Councilman Brown. Robin Voight, Event Coordinator, gave a brief overview of the events. All voted aye. The motion carried.

Councilman Lundvall made a motion to approve street closures on the 3rd Street Plaza for Tuesdays, July 16th, July 23rd, July 30th, August 6th, and August 13th, from 7:00 a.m. to 3:30 p.m., for the Farmer's market, requested by Gillette Main Street; seconded by Councilman Neary. Josh Pierce, President of the Gillette Main Street Board, gave a brief overview of the events. All voted aye. The motion carried.

Councilman Neary made a motion to approve the acceptance of public improvements for the 2018 Sanitary Sewer Main Replacement Project, installed by Mountain View Building, Inc., in the amount of \$456,015.88 (1% Project); seconded by Councilman McLeland. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Lundvall 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 EnerGov Software, in the amount of \$367,180; seconded by Councilman McLeland. Administrator Davidson provided an explanation regarding the consideration. All voted aye. The motion carried.

Councilman Montgomery made a motion to approve the acceptance of public improvements for the Animal Control Temporary Facility Project, installed by Skyline Builders, in the amount of \$76,600; seconded by Councilman Lundvall. All voted aye. The motion carried.

Council President Montgomery made a motion to appoint Joe Case to the Campbell County Joint Powers Fire Board for a term expiring on June 30, 2022; Skyler Pownall to the Campbell County Public Land Board for one a term expiring on June 30, 2022; Don McKillop to the Regional Water Panel Joint Powers Board for a term expiring on June 30, 2022; Charlie Anderson to the Board of Adjustment for a term, expiring on June 30, 2022; Trevor Matson and Ryan Conklin to the Planning Commission for terms expiring on June 30, 2022; Robin Voight, Megan McManamen, and Angi Klamm to the Parks & Beautification Board for terms expiring on June 30, 2022; Wes Johnson to the Parks and Beautification Board for a partial term expiring on June 30, 2020; Sandy Lenz and Richard Mansheim to the Personnel Review Board for terms expiring on June 30, 2022; Ryan Gross to the Investment Advisory Committee for a term expiring on June 30, 2022; and Rosanna Knight-Parker and Jason Linduska to the Mayor's Art Council for terms expiring on June 30, 2022; seconded by Councilman Neary. Mayor Carter-King thanked the appointees for volunteering to serve on the boards. All voted aye. The motion carried.

Public Hearings and Considerations

Mayor Carter-King opened a public hearing to discuss the transfer of ownership of retail liquor license RTL-26 from Sapporo Wyoming, Inc., d.b.a. Sapporo Japanese Steakhouse, located at 1000 E Boxelder

Road, to Sappor Gillette, Inc., d.b.a. Sappor Sushi Hibachi. City Attorney Reyes explained that the applicant requested to postpone the consideration of the transfer of the license to allow more time to acquire required documentation to meet statutory requirements. Attorney Reyes recommended that Council postpone the consideration until the August 6, 2019 Council Meeting. No further comments were made and the public hearing was closed.

Council President Montgomery made a motion to postpone the transfer of liquor license RTL-26 from Sapporo Wyoming, Inc., d.b.a. Sapporo Japanese Steakhouse, located at 1000 E Boxelder Road, to Sappor Gillette, Inc., d.b.a. Sappor Sushi Hibachi until August 6, 2019; seconded by Councilman Brown. All voted aye. The motion carried.

Mayor Carter-King opened a public hearing to discuss submission of an application to the Wyoming Business Council for a retrofit lighting grant under the Local Government Energy Improvement Grant Program for the governing body of the City of Gillette, Wyoming, for the purpose of a City of Gillette Roadway Lighting LED Upgrades Project. Administrator Davidson provided an explanation of the project. No further comments were made and the public hearing was closed.

RESOLUTION NO. 2700

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL LOCAL GOVERNMENT ENERGY IMPROVEMENT GRANT PROGRAM FOR A RETROFIT LIGHTING GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF GILLETTE FOR THE PURPOSE OF THE CITY OF GILLETTE ROADWAY LIGHTING LED UPGRADES PROJECT

Councilman McLeland made a motion to approve the foregoing Resolution authorizing submission of an application to the Wyoming Business Council Local Government Energy Improvement Grant Program for a retrofit lighting grant on behalf of the governing body of the City of Gillette for the purpose of the City of Gillette Roadway Lighting LED Upgrades Project; seconded by Councilman Brown. All voted aye. The motion carried.

Mayor Carter-King opened a public hearing to discuss submission of an Abandoned Mine Land Public Facilities Grant Application to the Wyoming Department of Environmental Quality, Abandoned Mine Land Division on behalf of the governing body for the City of Gillette, Wyoming, for the purpose of the City of Gillette Wastewater Treatment Facility Headworks Improvement Project. Administrator Davidson provided an explanation of the project. City Engineer Schoen provided details of the grant process and schedule. No further comments were made and the public hearing was closed.

RESOLUTION NO 2701

A RESOLUTION AUTHORIZING SUBMISSION OF AN ABANDONED MINE LAND PUBLIC FACILITIES GRANT APPLICATION TO THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, ABANDONED MINE LAND DIVISION ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF GILLETTE, WYOMING FOR THE PURPOSE OF THE CITY OF GILLETTE WASTEWATER TREATMENT FACILITY HEADWORKS IMPROVEMENT PROJECT.

Councilman Montgomery made a motion to approve the foregoing resolution authorizing submission of an Abandoned Mine Land Public Facilities Grant Application to the Wyoming Department of Environmental Quality, Abandoned Mine Land Division on behalf of the governing body for the City of Gillette, Wyoming, for the purpose of the City of Gillette Wastewater Treatment Facility Headworks Improvement Project; seconded by Councilman Neary. All voted aye. The motion carried.

Mayor Carter-King opened a public hearing to discuss submission of an application to the Wyoming Department of Environmental Quality, Abandoned Mine Land Division, by the governing body of the City of Gillette, for the purpose of the City of Gillette Wastewater Treatment Facility Roadway Access Safety Improvement Project. Administrator Davidson provided an explanation of the project. Utilities Director Cole informed Council of the road conditions and continual issues with mud and dust, related to the current condition of the road; the ideal solution would be to pave the road with either asphalt or concrete. No further comments were made and the public hearing was closed.

RESOLUTION NO 2702

A RESOLUTION AUTHORIZING SUBMISSION OF AN ABANDONED MINE LAND PUBLIC FACILITIES GRANT APPLICATION TO THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, ABANDONED MINE LAND DIVISION ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF GILLETTE, WYOMING FOR THE PURPOSE OF THE CITY OF GILLETTE WASTEWATER TREATMENT FACILITY ROADWAY ACCESS SAFETY IMPROVEMENT PROJECT.

Councilman Montgomery made a motion to approve the foregoing Resolution authorizing submission of an Abandoned Mine Land Public Facilities Grant Application to the Wyoming Department of Environmental Quality, Abandoned Mine Land Division on behalf of the governing body for the City of Gillette, Wyoming, for the purpose of the City of Gillette Wastewater Treatment Facility Roadway Access Safety Improvement Project; seconded by Councilman McLeland. All voted aye. The motion carried.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 7:53 p.m. The next regularly scheduled meeting will be held on July 16, 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)

Louise Carter-King, Mayor

ATTEST:

Cindy Staskiewicz, City Clerk

Publication Date: July 10, 2019



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Work Session - July 9, 2019

BACKGROUND:

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Work Session - July 9, 2019](#)

A Work Session of the City Council was held on Tuesday the 9th day of July 2019.

Present were Councilmen Brown, Carsrud, Lundvall, McLeland, Montgomery, Neary, and Mayor Carter-King; Administrator Davidson and City Attorney Reyes; Director Cole; Managers Jensen, Monahan, Palazzari, and Toscana.

Tour of Madison Project

The group traveled to the Madison Pipeline site for a tour of the project.

Adjournment

There being no further business to come before the Council, the meeting adjourned at 9:00 p.m.

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Louise Carter-King, Mayor

Publish date: July 17, 2019



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

www.gillettewy.gov

DATE: 7/16/2019 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
<input type="checkbox"/> Bills and Claims
<input type="checkbox"/> Bills and Claims - Prepays
<input type="checkbox"/> Wire Transfers

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2594-BOMGAARS SUPPLY			
	96302	CUSTODIAL INVENTORY	399.50
		VENDOR TOTAL:	399.50
99999-MISC RESTITUTIONS			
	96140	RESTITUTION PAYMENT FROM ALEXANDRA JINKLESKI	125.00
	96141	RESTITUTION PAYMENT FROM MEGAN BROWN	100.00
	96142	RESTITUTION PAYMENT FROM SANDRA INGRAM	3.00
	96143	RESTITUTION PAYMENT FROM MIRANDA WATKINS	137.83
	96144	RESTITUTION PAYMENT FROM SIERRA HARNISH - FINAL	44.64
	96145	RESTITUTION PAYMENT FROM WAYNE BOIKE	150.00
	96146	RESTITUTION PAYMENT FROM SKYLAR PEDEN	600.00
	96147	RESTITUTION PAYMENT FROM KHRISTIAN PROFFIT	34.00
	96148	RESTITUTION PAYMENT FROM BRANDON MUNDY	10.00
	96149	RESTITUTION PAYMENT FROM BRANDON MUNDY	10.00
	96150	RESTITUTION PAYMENT FROM CHARLES JENNINGS	20.00
	96151	RESTITUTION PAYMENT FROM CHARLES JENNINGS	20.00
	96152	RESTITUTION PAYMENT FROM BENJAMIN TRIMBLE	75.00
	96153	RESTITUTION PAYMENT FROM TREVER ROSS	50.00
	96154	RESTITUTION PAYMENT FROM BRENT ROBERTS	175.00
	96159	RESTITUTION PAYMENT FROM CURTIS HOBSON	20.00
	96160	RESTITUTION PAYMENT FROM SAMANTHA WILKINSON-FINAL	50.00
	96161	RESTITUTION PAYMENT FROM JENNIFER WOOLSEY	9.30
		VENDOR TOTAL:	1,633.77
1511-NORCO INC			
	96270	CUSTODIAL INVENTORY	14.28
	96274	CUSTODIAL INVENTORY	725.38
		VENDOR TOTAL:	739.66
2066-SOURCE OFFICE PRODUCTS			
	96275	OS INVENTORY	3,111.00
	96276	OS INVENTORY	3,748.48

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
2066-SOURCE OFFICE PRODUCTS			
	96277	OS INVENTORY	305.90
		VENDOR TOTAL:	7,165.38
2300-WESTERN STATIONERS			
	96282	OS INVENTORY	73.92
	96283	OS INVENTORY	43.48
	96284	OS INVENTORY	259.95
	96285	OS INVENTORY	149.58
	96286	OS INVENTORY	109.80
	96287	OS INVENTORY	195.10
	96288	OS INVENTORY	40.50
	96289	OS INVENTORY	147.60
	96290	OS INVENTORY	4.64
	96291	OS INVENTORY	45.60
	96292	OS INVENTORY	9.12
	96293	OS INVENTORY	679.78
	96294	OS INVENTORY	346.70
	96295	OS INVENTORY	8.52
	96296	OS INVENTORY	59.40
	96297	OS INVENTORY	186.20
		VENDOR TOTAL:	2,359.89
2437-WYOMING LAW ENFORCEMENT ACADEMY			
	96117	JUNE 2019 OFFICER TRAINING FEES	230.00
		VENDOR TOTAL:	230.00
2435-WYOMING STATE			
	96118	APRIL - JUNE 2019 AUTOMATION FEES	9,220.18
		VENDOR TOTAL:	9,220.18
		DIVISION TOTAL:	21,748.38
		DEPARTMENT TOTAL:	21,748.38

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
1150-BEAR'S NATURALLY CLEAN			
95956	TABLECLOTH CLEANING		237.45
		VENDOR TOTAL:	237.45
1764-JLC SIGN SYSTEMS INC			
96064	NAMETAGS FOR PAT		54.00
		VENDOR TOTAL:	54.00
3518-JO A DEDECKER			
96079	2019 SCULPTURE CLEANING		4,750.00
		VENDOR TOTAL:	4,750.00
2487-LOUISE CARTER KING			
96193	INTERNET REIMBURSEMENT		32.49
		VENDOR TOTAL:	32.49
2026-POKEYS BBQ			
95955	COUNCIL MEETING AND WORKSHOP DINNERS		1,025.00
		VENDOR TOTAL:	1,025.00
2089-SPRING CREEK DESIGNS			
96066	MAYORS ART COUNCIL RECEPTION		200.00
		VENDOR TOTAL:	200.00
3827-TAMI WALDNER			
96065	CATERING FOR AVENUE OF ARTS EVENT		625.00
		VENDOR TOTAL:	625.00
2710-TIM CARSRUD			
96192	INTERNET REIMBURSEMENT		30.90
		VENDOR TOTAL:	30.90
2195-UNIVERSAL ATHLETIC SERVICE			
95951	SHIRTS - B BROWN		50.00
96063	SHIRTS FOR PAT		110.00
		VENDOR TOTAL:	160.00
DIVISION TOTAL:			7,114.84

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
10-ADMINISTRATION		
02-ADMINISTRATION		
1099-LEXISNEXIS MATTHEW BENDER		
96101	WYOMING STATE STATUES	491.92
96102	WYOMING STATE STATUES	179.10
	VENDOR TOTAL:	671.02
1482-NEWS RECORD		
96073	JUNE 2019 ADVERTISING	1,312.50
	VENDOR TOTAL:	1,312.50
3880-OUTLIERS CREATIVE, LLC		
96076	ADVERTISING	650.00
96077	ADVERTISING	650.00
	VENDOR TOTAL:	1,300.00
	DIVISION TOTAL:	3,283.52
03-PUBLIC ACCESS		
1838-J R ENTERPRISES		
96110	JULY - DEC 2019 CLIP TV SERIES	90.00
	VENDOR TOTAL:	90.00
	DIVISION TOTAL:	90.00
04-SPECIAL PROJECTS		
1276-CAMPBELL COUNTY JOINT POWERS FIRE BOARD		
96317	FY19/20 1ST QTR OPERATING	568,390.79
	VENDOR TOTAL:	568,390.79
1285-CAMPBELL COUNTY PUBLIC LAND BOARD COMPLEX		
95957	FY18/19 CAPITAL REQUEST #2	126,945.48
	VENDOR TOTAL:	126,945.48
4095-CITY OF SHERIDAN - NEWGA		
95952	NEW GROWTH ALLIANCE FY19 2ND QTR	11,500.00
95953	NEW GROWTH ALLIANCE FY19 3RD QTR	11,500.00
95954	NEW GROWTH ALLIANCE FY19 4TH QTR	11,500.00
	VENDOR TOTAL:	34,500.00

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
1852-FEDERAL EXPRESS CORPORATION			
	96014	MISC SHIPPING	69.53
		VENDOR TOTAL:	69.53
4097-JODY SEXTON			
	96111	GLITTER TATTOOS FOR CITY PICNIC	500.00
		VENDOR TOTAL:	500.00
1958-PCA ENGINEERING INC			
	96216	2019 ENERGY SPORTS COMPLEX PRO	102,744.25
		VENDOR TOTAL:	102,744.25
3903-PETER G SCHERR			
	96093	2019 ANNUAL PICNIC	400.00
		VENDOR TOTAL:	400.00
		DIVISION TOTAL:	833,550.05
32-JUDICIAL			
2483-CAMPBELL COUNTY SHERIFF			
	95982	APRIL 2019 PRISONER BILLING	6,625.00
	95984	MAY 2019 PRISONER BILLING	1,625.00
		VENDOR TOTAL:	8,250.00
2754-GOVOLUTION, LLC			
	96040	JUNE 2019 CREDIT CARD FEES	46.80
		VENDOR TOTAL:	46.80
1099-LEXISNEXIS MATTHEW BENDER			
	96101	WYOMING STATE STATUES	491.93
	96104	WYOMING STATE STATUES	359.61
		VENDOR TOTAL:	851.54
		DIVISION TOTAL:	9,148.34
		DEPARTMENT TOTAL:	853,186.75

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
15-ATTORNEY			
15-ATTORNEY			
2583-BEST BEST & KRIEGER LLP			
	96039	CHARTER RENEWAL	35.50
		VENDOR TOTAL:	35.50
1099-LEXISNEXIS MATTHEW BENDER			
	96101	WYOMING STATE STATUES	491.92
	96103	WYOMING STATE STATUES	179.10
		VENDOR TOTAL:	671.02
55555-MISC EMPLOYEE VENDOR			
	96123	TRAVEL REIMBURSEMENT	202.41
		VENDOR TOTAL:	202.41
2143-RINGER LAW P.C.			
	95958	CITY COURT PROSECUTOR	8,320.00
		VENDOR TOTAL:	8,320.00
		DIVISION TOTAL:	9,228.93
		DEPARTMENT TOTAL:	9,228.93

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
20-HUMAN RESOURCES			
20-HUMAN RESOURCES			
1349-CAMPBELL COUNTY HOSPITAL DISTRICT			
96175		RETURN TO WORK SCREENS	250.50
		VENDOR TOTAL:	250.50
1753-EMPLOYMENT TESTING SERVICES INC			
96041		PRE-EMPLOYMENT TESTING	76.00
		VENDOR TOTAL:	76.00
2013-PINKERTON CONSULTING & INVESTIGATION			
96062		BACKGROUND CHECKS	374.00
		VENDOR TOTAL:	374.00
		DIVISION TOTAL:	700.50
		DEPARTMENT TOTAL:	700.50

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
25-FINANCE		
25-FINANCE		
1970-GOVERNMENT FINANCE OFFICE ASSOCIATION		
96094	MEMBERSHIP DUES - M HENDERSON	225.00
	VENDOR TOTAL:	225.00
	DIVISION TOTAL:	225.00
26-CUSTOMER SERVICE		
2754-GOVOLUTION, LLC		
96040	JUNE 2019 CREDIT CARD FEES	1,285.20
	VENDOR TOTAL:	1,285.20
1898-ONLINE UTILITY EXCHANGE		
96075	UTILITY EXCHANGE REPORT	362.10
	VENDOR TOTAL:	362.10
3369-POSTAL PROS SOUTHWEST INC		
95925	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,141.95
95926	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	3,842.94
95927	PRINT & MAIL UTILITY BILLS, REMINDS, DISCONNECTS	1,957.07
	VENDOR TOTAL:	6,941.96
	DIVISION TOTAL:	8,589.26
31-CITY CLERK/PRINT SHOP		
2754-GOVOLUTION, LLC		
96040	JUNE 2019 CREDIT CARD FEES	38.00
	VENDOR TOTAL:	38.00
1099-LEXISNEXIS MATTHEW BENDER		
96101	WYOMING STATE STATUES	491.92
	VENDOR TOTAL:	491.92
1482-NEWS RECORD		
96074	JUNE 2019 LEGAL ADVERTISING	6,202.00
	VENDOR TOTAL:	6,202.00
2300-WESTERN STATIONERS		
96281	PAPER ORDER	26.95
	VENDOR TOTAL:	26.95
	DIVISION TOTAL:	6,758.87

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
25-FINANCE			
34-INFORMATION TECHNOLOGY			
2625-CHARTER MEDIA			
	95943	INTERNET SERVICE	280.69
		VENDOR TOTAL:	280.69
2070-SOUTHERN COMPUTER WAREHOUSE			
	96310	IT PRINTER SUPPLIES	298.11
		VENDOR TOTAL:	298.11
2903-TELE-WORKS, INC			
	96108	UTILITY BILLING IVR	9,900.00
		VENDOR TOTAL:	9,900.00
2179-TYLER TECHNOLOGIES INC			
	96098	SUPPORT AND LICENSES	208,000.63
		VENDOR TOTAL:	208,000.63
2222-VERIZON WIRELESS			
	95942	CELLULAR DATA	1,699.16
		VENDOR TOTAL:	1,699.16
2247-VISIONARY COMMUNICATIONS			
	96109	MONTHLY INTERNET	668.71
		VENDOR TOTAL:	668.71
		DIVISION TOTAL:	220,847.30
		DEPARTMENT TOTAL:	236,420.43

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
3860-COMMUNICATION TECHNOLOGIES INC		
95986	RADIO MAINTENANCE	309.00
95987	RADIO MAINTENANCE	103.00
	VENDOR TOTAL:	412.00
1016-ADAMSON POLICE PRODUCTS		
96011	MAGAZINE BOXES	1,529.40
96012	LAUNCHER	880.00
	VENDOR TOTAL:	2,409.40
2483-CAMPBELL COUNTY SHERIFF		
95982	APRIL 2019 PRISONER BILLING	4,750.00
95984	MAY 2019 PRISONER BILLING	2,950.00
96038	DUI BLOOD DRAWS	300.00
	VENDOR TOTAL:	8,000.00
1368-CHILDREN'S HOME SOCIETY		
95992	FORENSIC INTERVIEW	150.00
95993	FORENSIC INTERVIEW	150.00
95994	FORENSIC INTERVIEW	150.00
	VENDOR TOTAL:	450.00
1381-CITY OF GILLETTE		
96025	PETTY CASH REIMBURSEMENT	19.24
	VENDOR TOTAL:	19.24
2597-CRAIG FURMAN		
96006	DUI BLOOD DRAW	50.00
96007	DUI BLOOD DRAW	50.00
	VENDOR TOTAL:	100.00
3862-DADS TRUCK AND AUTO LLC		
96008	TOW	800.00
	VENDOR TOTAL:	800.00

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
1014-DAVE LUERAS		
96010	TOW	65.00
	VENDOR TOTAL:	65.00
3034-DERRIC CULEY		
96128	DUI BLOOD DRAW	50.00
	VENDOR TOTAL:	50.00
1618-DEXTER'S AUTOMOTIVE		
96009	TOW	125.00
	VENDOR TOTAL:	125.00
1798-ENTENMANN ROVIN COMPANY		
95981	ROESNER K9 BADGE	118.00
	VENDOR TOTAL:	118.00
1852-FEDERAL EXPRESS CORPORATION		
96014	MISC SHIPPING	84.15
	VENDOR TOTAL:	84.15
1916-GALLS INC		
95995	HARPER EQUIPMENT	480.00
95998	CORPORAL CHEVRONS	92.75
95999	CORPORAL CHEVRONS	13.25
96035	HARPER EQUIPMENT	78.00
96036	BIKE PATROL UNIFORMS	261.00
96037	HARPER EQUIPMENT	39.00
	VENDOR TOTAL:	964.00
2754-GOVOLUTION, LLC		
96040	JUNE 2019 CREDIT CARD FEES	36.30
	VENDOR TOTAL:	36.30
2698-INTERNATIONAL PUBLIC MANAGEMENT ASSO		
95991	POLICE OFFICER TESTS	397.00
	VENDOR TOTAL:	397.00

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
40-PD ADMINISTRATION		
2564-JENNIFER IVORY		
96003	DUI BLOOD DRAW	50.00
	VENDOR TOTAL:	50.00
3932-JESSICA KRUGER		
96005	DUI BLOOD DRAW	50.00
	VENDOR TOTAL:	50.00
2824-MAGNET FORENSICS USA, INC		
95997	FORENSIC TRAINING	4,995.00
	VENDOR TOTAL:	4,995.00
77777-MISC ONE TIME VENDOR		
96119	TOBACCO COMPLIANCE REIMBURSEMENT	290.00
	VENDOR TOTAL:	290.00
1511-NORCO INC		
96002	FLARES - PATROL	273.02
	VENDOR TOTAL:	273.02
2039-POWDER RIVER SHREDDERS LLC		
96001	SHREDDING	440.00
	VENDOR TOTAL:	440.00
3380-RECONROBOTICS INC		
96000	ROBOT FIX	828.00
	VENDOR TOTAL:	828.00
2646-SALT LAKE WHOLESALE SPORTS		
95985	AMMO RETURN	120.00
	VENDOR TOTAL:	120.00
2066-SOURCE OFFICE PRODUCTS		
95988	STAMP - DISPATCH	25.60
	VENDOR TOTAL:	25.60
2195-UNIVERSAL ATHLETIC SERVICE		
95996	BIKE PATROL "POLICE" CLOTHING	10.00
	VENDOR TOTAL:	10.00

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
40-POLICE DEPARTMENT		
DIVISION TOTAL:		21,111.71
44-ANIMAL CONTROL		
2754-GOVOLUTION, LLC		
96040	JUNE 2019 CREDIT CARD FEES	83.30
VENDOR TOTAL:		83.30
DIVISION TOTAL:		83.30
45-ANIMAL SHELTER		
2163-ZOETIS INC		
95989	VACCINATIONS	137.38
95990	VACCINATIONS	129.00
VENDOR TOTAL:		266.38
DIVISION TOTAL:		266.38
DEPARTMENT TOTAL:		21,461.39

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
33-MAINT OF CITY BUILDINGS		
1040-ALSCO		
95945	RUG CLEANING	16.80
95960	RUG CLEANING	43.19
95961	RUG CLEANING	54.24
96057	RUG CLEANING	16.80
96058	RUG CLEANING	16.80
96112	RUG CLEANING	43.19
96114	RUG CLEANING	54.24
	VENDOR TOTAL:	245.26
1844-FARMER BROTHERS COMPANY		
96060	COFFEE AT CITY HALL	258.30
	VENDOR TOTAL:	258.30
1919-PAINTBRUSH SEWER & DRAIN		
96050	RECYCLING	120.00
	VENDOR TOTAL:	120.00
3690-PRO WINDMILL INC		
96138	BUG SPRAYING AT CITY HALL AND CITY WEST	575.00
	VENDOR TOTAL:	575.00
	DIVISION TOTAL:	1,198.56
50-PUBLIC WORKS ADMIN		
3827-TAMI WALDNER		
96017	HAMBURGER BAR	660.00
	VENDOR TOTAL:	660.00
2300-WESTERN STATIONERS		
96281	PAPER ORDER	26.95
	VENDOR TOTAL:	26.95
	DIVISION TOTAL:	686.95

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
1040-ALSCO		
95968	UNIFORM CLEANING	35.60
95969	UNIFORM CLEANING	5.10
96105	UNIFORM CLEANING	35.60
96106	UNIFORM CLEANING	5.10
	VENDOR TOTAL:	81.40
3926-ANTELOPE VALLEY IMPROVEMENT & SERVICE DISTRICT		
96055	WATER AT ANTELOPE VALLEY PARK	6.50
	VENDOR TOTAL:	6.50
2485-CAMPBELL COUNTY WEED AND PEST		
95966	TOAD FLAX WEED CONTROL	1,742.22
	VENDOR TOTAL:	1,742.22
3909-CRESTVIEW IMPROVEMENT & SERVICE DISTRICT		
96054	WATER AT CRESTVIEW PARK	6.50
	VENDOR TOTAL:	6.50
1943-GILLETTE STEEL CENTER		
96052	HORSE SHOE PINS FOR DALBEY AND SUNFLOWER PARK	55.00
	VENDOR TOTAL:	55.00
55555-MISC EMPLOYEE VENDOR		
96125	BALANCE OWED FOR SAFETY BOOTS	25.00
	VENDOR TOTAL:	25.00
1511-NORCO INC		
95970	TOILET PAPER	67.94
	VENDOR TOTAL:	67.94
2033-POWDER RIVER CONSTRUCTION		
96021	LANDSCAPE ROCK FOR CITY HALL MEDIANS	198.24
	VENDOR TOTAL:	198.24
2071-PROELECTRIC INC		
96020	INSTALL IMPROVED GROUNDING TO CONTROLLER	124.69
	VENDOR TOTAL:	124.69

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
51-PARKS		
3604-SHAWN L HAIGHT		
96022	BACKFLOW REPAIR	174.50
	VENDOR TOTAL:	174.50
3827-TAMI WALDNER		
96016	PARKS BOARD MEETING	97.50
96017	HAMBURGER BAR	140.00
96018	PARKS BOARD DINNER	231.00
	VENDOR TOTAL:	468.50
2195-UNIVERSAL ATHLETIC SERVICE		
96056	PARKS BOARD T-SHIRTS	330.00
	VENDOR TOTAL:	330.00
2261-WARNE CHEMICAL & EQUIPMENT CO		
95974	WEED CONTROL	904.20
96053	WEED CONTROL	850.00
	VENDOR TOTAL:	1,754.20
	DIVISION TOTAL:	5,034.69
53-FORESTRY		
1290-MID WEST PEST MANAGEMENT		
95947	SPRAYING SPRUCE TREES FOR SPIDER MITES	1,500.00
96051	SPRAYING FOR HONEYLOCUST PLANT BUG	1,500.00
	VENDOR TOTAL:	3,000.00
	DIVISION TOTAL:	3,000.00
54-STREETS		
1040-ALSCO		
95964	UNIFORM CLEANING	45.90
96116	UNIFORM CLEANING	45.90
	VENDOR TOTAL:	91.80
3592-BADGER DAYLIGHTING CORP		
95976	CONTRACT STORM DRAIN CLEANING	2,141.65

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
50-PUBLIC WORKS		
54-STREETS		
3592-BADGER DAYLIGHTING CORP		
95977	CONTRACT STORM DRAIN CLEANING	4,790.00
95978	CONTRACT STORM DRAIN CLEANING	15,629.83
	VENDOR TOTAL:	22,561.48
2677-CENTRAL TRUCK & DIESEL INC		
95889	BOBCAT BRUSHCAT MOWER	5,961.00
	VENDOR TOTAL:	5,961.00
1614-DESERT MOUNTAIN CORPORATION		
96190	FY 18-19 ICE SLICER	5,766.68
96191	FY 18-19 ICE SLICER	5,668.86
	VENDOR TOTAL:	11,435.54
1616-EJ COLLINS, PE		
96047	CRACK SEALING ON WEST 4J	18,762.50
96048	CRACK SEALING	11,997.55
	VENDOR TOTAL:	30,760.05
2909-INBERG MILLER ENGINEERS		
95971	HYDROVAC PIT STUDY/DESIGN	11,409.66
	VENDOR TOTAL:	11,409.66
2958-LINE FINDERS, LLC		
95972	CONTRACT HYDROVAC CLEANING STORM DRAINS	1,773.75
	VENDOR TOTAL:	1,773.75
55555-MISC EMPLOYEE VENDOR		
96124	FY18/19 SAFETY BOOT REIMBURSEMENT	75.00
	VENDOR TOTAL:	75.00
1511-NORCO INC		
96046	JUNE 2019 CYLINDER RENT	37.14
	VENDOR TOTAL:	37.14
1493-S & S BUILDERS		
96023	CONCRETE CURB AND STREET REPAIRS	22,288.43
	VENDOR TOTAL:	22,288.43

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
50-PUBLIC WORKS			
54-STREETS			
1802-SIMON CONTRACTORS			
	95946	EMULSION FOR PATCH TRUCK	210.00
	95965	EMULSION FOR PATCH TRUCK	238.00
	95975	MATERIAL FOR REPAIR ON AMERICAN LANE	48.02
	96049	EMULSION FOR POTHOLE PATCHING	245.00
VENDOR TOTAL:			741.02
DIVISION TOTAL:			107,134.87
62-TRAFFIC SAFETY			
2071-PROELECTRIC INC			
	95973	INSPECTION AND REPAIR OF SIGNALS	3,924.50
VENDOR TOTAL:			3,924.50
DIVISION TOTAL:			3,924.50
DEPARTMENT TOTAL:			120,979.57

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
001-GENERAL FUND		
60-ENGINEERING & DEV SERVICES		
60-ENGINEERING		
1099-LEXISNEXIS MATTHEW BENDER		
96100	WYOMING STATE STATUES	534.36
	VENDOR TOTAL:	534.36
	DIVISION TOTAL:	534.36
61-BUILDING INSPECTION		
2754-GOVOLUTION, LLC		
96040	JUNE 2019 CREDIT CARD FEES	38.20
	VENDOR TOTAL:	38.20
	DIVISION TOTAL:	38.20
	DEPARTMENT TOTAL:	572.56
	FUND TOTAL:	1,264,298.51

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1182-BLACK CAT CONSTRUCTION LLC		
96234	2019 NEW SIDEWALKS	34,446.85
	VENDOR TOTAL:	34,446.85
2910-BUFFALO FEDERAL BANK		
96231	WINLAND IND PARK WATER & SAN S	4,579.35
	VENDOR TOTAL:	4,579.35
1381-CITY OF GILLETTE		
96233	2019 ALLEY PMS RETAINAGE	4,037.12
96235	2019 NEW SIDEWALKS RETAINAGE	2,915.85
	VENDOR TOTAL:	6,952.97
4080-CLASSIC PROTECTIVE COATINGS		
96195	WATER TANK REHAB Z1-R2	604,923.30
	VENDOR TOTAL:	604,923.30
1559-DOWL LLC		
96206	2018 SANITARY SEWER MAIN REPLA	6,687.50
96208	WINLAND INDUSTRIAL PARK WATER	7,248.92
96213	CITY POOL PARKING LOT IMPROVEM	28,619.93
	VENDOR TOTAL:	42,556.35
1684-DRM INC		
96044	STANDING POLE AND GROUTING	363.09
	VENDOR TOTAL:	363.09
3049-EDGE ELECTRIC, INC		
95967	PARK SHELTER LIGHTING	4,865.00
	VENDOR TOTAL:	4,865.00
1864-FIRST NATIONAL BANK OF GILLETTE		
96196	WATER TANK REHAB Z1-R2 - RETAI	60,433.00
96201	LARGE ASPHALT PATCH 2019 RETAI	3,822.06
96203	PMS 2018 RETAINAGE	24,976.90
96205	DALBEY PARK TO GILLETTE COLLEG	7,922.61
	VENDOR TOTAL:	97,154.57

Expenditure Approval Report

Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2778-GW CONSTRUCTION, LLC			
	96228	GOLDENROD AVE ADDITIONAL REPAI	92,510.36
		VENDOR TOTAL:	92,510.36
1450-HDR ENGINEERING INC			
	96207	DALBEY PARK TO GILLETTE COLLEG	3,596.53
	96223	2019 SANITARY SEWER MAIN REPLA	11,713.81
		VENDOR TOTAL:	15,310.34
1560-HLADKY CONSTRUCTION			
	96204	DALBEY PARK TO GILLETTE COLLEG	147,360.00
		VENDOR TOTAL:	147,360.00
1589-HOT IRON			
	96198	2019 WATER MAIN REPLACEMENT	328,557.00
	96224	2019 SANITARY SEWER MAIN REPLA	86,804.15
	96230	WINLAND INDUSTRIAL PARK WATER	17,674.88
		VENDOR TOTAL:	433,036.03
2909-INBERG MILLER ENGINEERS			
	96043	LARGE AC PATCH - MATERIALS TESTING	425.89
	96217	2019 NEW SIDEWALKS PROJECT	11,837.00
	96218	ALLEY PMS 2019	3,499.00
		VENDOR TOTAL:	15,761.89
1754-KADRMAS, LEE & JACKSON INC			
	96210	2019 WATER MAIN REPLACEMENT	31,170.00
		VENDOR TOTAL:	31,170.00
1312-MORRISON MAIERLE INC			
	96211	WATER TANK REHAB Z1-R2	25,887.22
		VENDOR TOTAL:	25,887.22
3605-MOUNTAIN PEAK BUILDERS LLC			
	96232	2019 ALLEY PMS	76,705.28
		VENDOR TOTAL:	76,705.28

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1958-PCA ENGINEERING INC			
	96212	PMS 2019	20,896.95
		VENDOR TOTAL:	20,896.95
2014-PINNACLE BANK			
	96229	GOLDENROD AVE ADDITIONAL REPAI	3,523.50
		VENDOR TOTAL:	3,523.50
2033-POWDER RIVER CONSTRUCTION			
	96227	CITY POOL PARKING LOT IMPROVEM	110,061.72
		VENDOR TOTAL:	110,061.72
1779-SECURITY STATE BANK			
	96199	2019 WATER MAIN REPLACEMENT	36,506.33
	96225	2019 SANITARY SEWER MAIN REPLA	9,644.91
		VENDOR TOTAL:	46,151.24
1802-SIMON CONTRACTORS			
	96019	KIWANIS DRAINAGE PROJECT	101.50
	96200	LARGE ASPHALT PATCH 2019	34,398.52
	96202	PMS 2018	224,792.06
		VENDOR TOTAL:	259,292.08
2193-STRATA INC			
	96026	GOLDENROD AVE ADDITIONAL REPAIRS	2,915.00
	96042	LARGE AC PATCH - MATERIALS TESTING	1,745.00
		VENDOR TOTAL:	4,660.00
3623-STRUCTURAL DYNAMICS LLC			
	96226	GURLEY OVERPASS 2019 ANNUAL IN	6,360.55
		VENDOR TOTAL:	6,360.55
2760-WAYNE E. ECKAS, P.E.			
	96024	SAGE VALLEY/4J IRRIGATION DESIGN	6,678.66
	96127	LODGING REIMBURSEMENT	126.36
		VENDOR TOTAL:	6,805.02

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2432-WYOMING DEPT OF TRANSPORTATION			
96215		HWY 50 - LAKEWAY TO SOUTHERN (115.40
		VENDOR TOTAL:	115.40
		DIVISION TOTAL:	2,091,449.06
		DEPARTMENT TOTAL:	2,091,449.06
		FUND TOTAL:	2,091,449.06

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
301-MADISON WATERLINE			
70-UTILITIES			
72-MADISON WATER LINE			
1852-FEDERAL EXPRESS CORPORATION			
96014		MISC SHIPPING	44.12
		VENDOR TOTAL:	44.12
		DIVISION TOTAL:	44.12
		DEPARTMENT TOTAL:	44.12
		FUND TOTAL:	44.12

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
96156	UE 33400 1706 PLUMCREEK		50.82
VENDOR TOTAL:			50.82
DIVISION TOTAL:			50.82
DEPARTMENT TOTAL:			50.82

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
501-UTILITIES ADMINISTRATION FUND		
70-UTILITIES		
70-UTILITIES ADMINISTRATION		
2625-CHARTER MEDIA		
95943	INTERNET SERVICE	126.11
	VENDOR TOTAL:	126.11
77777-MISC ONE TIME VENDOR		
96120	IRRIGATION SYSTEM REBATE	301.00
96121	IRRIGATION SYSTEM REBATE	200.00
96122	IRRIGATION SYSTEM REBATE	329.00
96129	IRRIGATION SYSTEM REBATE	461.50
	VENDOR TOTAL:	1,291.50
1482-NEWS RECORD		
96074	JUNE 2019 LEGAL ADVERTISING	238.00
	VENDOR TOTAL:	238.00
2032-POWDER BASIN CHAPTER WSPE		
95949	2019 MEMBERSHIP DUES - M COLE	80.00
	VENDOR TOTAL:	80.00
2222-VERIZON WIRELESS		
95942	CELLULAR DATA	1,632.53
	VENDOR TOTAL:	1,632.53
2247-VISIONARY COMMUNICATIONS		
96109	MONTHLY INTERNET	300.43
	VENDOR TOTAL:	300.43
2300-WESTERN STATIONERS		
96281	PAPER ORDER	53.90
	VENDOR TOTAL:	53.90
	DIVISION TOTAL:	3,722.47
71-ELECTRICAL ENGINEERING		
3679-PARTNER SOFTWARE INC		
96045	FIELD DESIGN FOLLOW UP TRAINING	4,000.00
	VENDOR TOTAL:	4,000.00
	DIVISION TOTAL:	4,000.00
	DEPARTMENT TOTAL:	7,722.47

Expenditure Approval Report
Check Approval Date of 07/16/2019



	FUND TOTAL:	7,773.29
--	--------------------	-----------------

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
502-SOLID WASTE FUND			
50-PUBLIC WORKS			
55-SOLID WASTE			
1040-ALSCO			
	95962	UNIFORM CLEANING	39.64
	95963	UNIFORM CLEANING	39.64
	96115	UNIFORM CLEANING	39.64
VENDOR TOTAL:			118.92
DIVISION TOTAL:			118.92
DEPARTMENT TOTAL:			118.92
FUND TOTAL:			118.92

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
503-WATER FUND		
00-UNDEFINED		
00-UNDEFINED		
88888-MISC UTILITY OVERPAYMENTS		
96029	UE 544 900 WARLOW	116.13
	VENDOR TOTAL:	116.13
	DIVISION TOTAL:	116.13
	DEPARTMENT TOTAL:	116.13

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1040-ALSCO		
95798	UNIFORM CLEANING	58.61
95799	UNIFORM CLEANING	58.61
	VENDOR TOTAL:	117.22
3656-BAKER HUGHES, A GE COMPANY, LLC		
95793	M-7 WATER	4,925.28
	VENDOR TOTAL:	4,925.28
1574-DANA KEPNER COMPANY INC		
95787	PARTS	435.00
	VENDOR TOTAL:	435.00
2878-EUROFINS EATON ANALYTICAL INC		
95800	TESTING	1,065.00
95801	TESTING	1,065.00
	VENDOR TOTAL:	2,130.00
1852-FEDERAL EXPRESS CORPORATION		
96014	MISC SHIPPING	248.49
	VENDOR TOTAL:	248.49
1422-GILLETTE CONTRACTORS SUPPLY INC		
96251	WATER DIVISION TOOLS	1,833.84
	VENDOR TOTAL:	1,833.84
2778-GW CONSTRUCTION, LLC		
95792	PREP AND POUR SIDEWALK PANEL 12TH & GURLEY	1,834.00
	VENDOR TOTAL:	1,834.00
1991-HACH COMPANY		
95802	CHEMICALS	3,239.46
95980	CHEMICALS	1,892.12
	VENDOR TOTAL:	5,131.58
1842-JAMES J NARAMORE, MD, PC		
95979	RESPIRATOR PHYSICAL	1,321.00
	VENDOR TOTAL:	1,321.00

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
503-WATER FUND		
70-UTILITIES		
73-WATER		
1290-MID WEST PEST MANAGEMENT		
95790	WEED SPRAYING	4,312.00
	VENDOR TOTAL:	4,312.00
2071-PROELECTRIC INC		
95791	INSTALL LED CONVERSION KIT IN CHLORINE ROOM	1,572.48
	VENDOR TOTAL:	1,572.48
1766-SARGENT DRILLING COMPANY		
95788	REBUILD PS1	30,548.00
95789	REBUILD MADISON P-5 BOOSTER	11,084.00
	VENDOR TOTAL:	41,632.00
	DIVISION TOTAL:	65,492.89
77-SWIMMING POOL		
1029-AIR TECH INC		
95795	POOL BOILER REPAIR	180.00
	VENDOR TOTAL:	180.00
1014-DAVE LUERAS		
95786	SERVICE CALL AT POOL	50.00
	VENDOR TOTAL:	50.00
1999-HAWKINS INC		
95797	CHEMICALS	2,358.65
	VENDOR TOTAL:	2,358.65
1511-NORCO INC		
95794	SUPPLIES FOR POOL	103.10
	VENDOR TOTAL:	103.10
2822-SHANE SCHULTZ PLUMBING & HEATING		
95796	FLUSH VALVE REPAIR AT CITY POOL	552.28
	VENDOR TOTAL:	552.28
	DIVISION TOTAL:	3,244.03
	DEPARTMENT TOTAL:	68,736.92
	FUND TOTAL:	68,853.05

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
	95783	UE 7264 2409 CASCADE	84.77
	95804	UE 24602 3518 FOOTHILLS	103.13
	95805	UE 18252 1024 CHURCH	90.91
	95826	UE 18930 1015 12TH	45.51
	95827	UE 35232 707 EXPRESS	120.42
	95828	UE 4758 2417 DOGWOOD	175.46
	95829	UE 9798 144 WESTHILLS	153.35
	95830	UE 3778 201 BOXELDER	138.19
	95831	UE 18828 1037 GURLEY	4.00
	95832	UE 25508 1020 COUNTRY CLUB	133.48
	95833	UE 10154 524 OVERDALE	19.31
	95834	UE 42828 3206 QUACKER	70.87
	95836	UE 8648 1216 WAGONHAMMER	111.96
	95930	UE 5040 103 WALNUT	78.35
	95931	UE 19172 802 3RD	352.21
	95932	UE 18188 902 CHURCH	14.22
	95933	UE 6310 600 VIVIAN	159.24
	95934	UE 42364 207 MACALLAN	189.53
	95935	UE 9280 410 RICHARDS	75.70
	95936	UE 25502 1020 COUNTRY CLUB	114.98
	96027	UE 19100 905 4TH	60.49
	96028	UE 35388 715 EXPRESS	147.54
	96030	UE 35044 701 EXPRESS	112.58
	96031	UE 14820 1403 KLUVER	83.68
	96032	UE 9854 3338 GEORGIA	143.60
	96155	UE 15284 16 AMERICAN	47.70
	96157	UE 20284 926 E-Z	92.21

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
88888-MISC UTILITY OVERPAYMENTS			
96158	UE 20276 922 E-Z		36.11
96236	UE 12258 314 MEETEETSE		87.52
96237	UE 30168 925 WARLOW		120.16
		VENDOR TOTAL:	3,167.18
		DIVISION TOTAL:	3,167.18
		DEPARTMENT TOTAL:	3,167.18

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
3904-CBH CO-OP			
	96034	PUMP FOR WIRE PULLING LUBE	219.99
		VENDOR TOTAL:	219.99
1852-FEDERAL EXPRESS CORPORATION			
	96013	MISC SHIPPING	109.45
		VENDOR TOTAL:	109.45
1264-MCM GENERAL CONTRACTORS			
	96184	ANNUAL TRENCHING AND BORING AG	3,521.14
	96185	ANNUAL TRENCHING AND BORING AG	749.50
	96186	ANNUAL TRENCHING AND BORING AG	15,185.68
	96187	ANNUAL TRENCHING AND BORING AG	520.03
	96189	ANNUAL TRENCHING AND BORING AG	27,395.92
		VENDOR TOTAL:	47,372.27
1290-MID WEST PEST MANAGEMENT			
	95948	WEED SPRAYING	3,575.00
		VENDOR TOTAL:	3,575.00
1958-PCA ENGINEERING INC			
	96177	PROFESSIONAL SURVEYING & EASEM	607.60
		VENDOR TOTAL:	607.60
2071-PROELECTRIC INC			
	96178	ANNUAL MISCELLANEOUS ELECTRICAL	4,564.39
	96179	ANNUAL MISCELLANEOUS ELECTRICAL	1,095.18
	96180	ANNUAL MISCELLANEOUS ELECTRICAL	649.39
	96181	ANNUAL MISCELLANEOUS ELECTRICAL	5,635.10
	96182	ANNUAL MISCELLANEOUS ELECTRICAL	6,313.92
		VENDOR TOTAL:	18,257.98

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
504-POWER FUND		
70-UTILITIES		
74-POWER		
2105-QUALITY UTILITY EQUIPMENT SUPPLY & TOOLS INC		
96176	QUEST TOOL MAINTENANCE	296.08
	VENDOR TOTAL:	296.08
	DIVISION TOTAL:	70,438.37
	DEPARTMENT TOTAL:	70,438.37
	FUND TOTAL:	73,605.55

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
505-SEWER FUND		
70-UTILITIES		
75-SEWER		
1040-ALSCO		
95941	UNIFORM CLEANING	137.00
96068	UNIFORM CLEANING	114.30
	VENDOR TOTAL:	251.30
3894-CAMPBELL COUNTY LANDFILL		
96072	JUNE 2019 LANDFILL CHARGES FOR WASTEWATER	759.75
	VENDOR TOTAL:	759.75
1792-ENERGY LABORATORIES INC		
95929	TESTING	24.50
95937	TESTING	24.50
95938	TESTING	24.50
95939	TESTING	65.75
96069	TESTING	24.50
	VENDOR TOTAL:	163.75
1852-FEDERAL EXPRESS CORPORATION		
96013	MISC SHIPPING	22.66
	VENDOR TOTAL:	22.66
1862-FIRST INTERSTATE BANK OF GILLETTE		
96222	WWTP DIGESTER TANK COATING RET	12,056.96
	VENDOR TOTAL:	12,056.96
2778-GW CONSTRUCTION, LLC		
95940	REPAIR SEWER LINE	5,712.00
	VENDOR TOTAL:	5,712.00
1450-HDR ENGINEERING INC		
96219	WASTEWATER TREATMENT FACILITY	14,310.30
	VENDOR TOTAL:	14,310.30
1575-HOMAX OIL		
96268	WW DIESEL FUEL	2,145.17
	VENDOR TOTAL:	2,145.17

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
505-SEWER FUND			
70-UTILITIES			
75-SEWER			
1842-JAMES J NARAMORE, MD, PC			
	95979	RESPIRATOR PHYSICAL	406.00
		VENDOR TOTAL:	406.00
1511-NORCO INC			
	96067	FIRST AID SUPPLIES	579.50
		VENDOR TOTAL:	579.50
3228-PROJECT WORKS LLC			
	96015	PIPE FITTINGS	358.13
		VENDOR TOTAL:	358.13
3929-PURVIS INDUSTRIES, LLC			
	95928	PIPE FITTINGS FOR DIGESTER	2,982.75
	96070	PIPE FITTINGS FOR DIGESTER	1,061.07
	96071	PIPE FITTINGS FOR DIGESTER	294.72
		VENDOR TOTAL:	4,338.54
4066-R.C.S CONSTRUCTION INC			
	96221	WWTP DIGESTER TANK COATING	108,512.61
		VENDOR TOTAL:	108,512.61
1802-SIMON CONTRACTORS			
	95950	ROCK	295.25
		VENDOR TOTAL:	295.25
2212-VAN EWING CONSTRUCTION			
	96220	UV DISINFECTION BUILDING ADDIT	67,287.50
		VENDOR TOTAL:	67,287.50
		DIVISION TOTAL:	217,199.42
		DEPARTMENT TOTAL:	217,199.42
		FUND TOTAL:	217,199.42

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
506-FIBER FUND			
70-UTILITIES			
78-FIBER			
1264-MCM GENERAL CONTRACTORS			
	96188	ANNUAL TRENCHING AND BORING AG	7,187.14
		VENDOR TOTAL:	7,187.14
2071-PROELECTRIC INC			
	96183	ELECTRICIAN MAINTENANCE SERVIC	1,911.58
		VENDOR TOTAL:	1,911.58
		DIVISION TOTAL:	9,098.72
		DEPARTMENT TOTAL:	9,098.72
		FUND TOTAL:	9,098.72

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
601-CITY WEST FUND		
50-PUBLIC WORKS		
39-CITY WEST BUILDING MAINT		
1019-ADECCO EMPLOYMENT SERVICES		
95944	TEMP HELP AT CITY WEST	145.68
96061	TEMP HELP AT CITY WEST	145.68
	VENDOR TOTAL:	291.36
1040-ALSCO		
95959	RUG CLEANING	65.48
96113	RUG CLEANING	33.53
	VENDOR TOTAL:	99.01
2036-POWDER RIVER HEATING & CONDITIONING CORPORATION		
96059	VEHICLE MAINTENANCE THERMOSTATE	167.00
	VENDOR TOTAL:	167.00
	DIVISION TOTAL:	557.37
	DEPARTMENT TOTAL:	557.37
	FUND TOTAL:	557.37

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
1447-ANIXTER POWER SOLUTIONS			
96238	ELECTRICAL INVENTORY		1,062.00
96239	ELECTRICAL INVENTORY		200.00
96240	ELECTRICAL INVENTORY		47.28
96241	ELECTRICAL INVENTORY		122.50
96242	ELECTRICAL INVENTORY		209.50
96243	ELECTRICAL INVENTORY		399.60
VENDOR TOTAL:			2,040.88
2594-BOMGAARS SUPPLY			
96303	ELECTRICAL INVENTORY		223.93
VENDOR TOTAL:			223.93
1197-BORDER STATES ELECTRIC			
96244	ELECTRICAL INVENTORY		4,958.22
96245	ELECTRICAL INVENTORY		5,812.50
96246	ELECTRICAL INVENTORY		5,198.90
96247	ELECTRICAL INVENTORY		69.00
96248	ELECTRICAL INVENTORY		1,760.00
96249	ELECTRICAL INVENTORY		112.50
96304	ELECTRICAL INVENTORY		377.65
96305	ELECTRICAL INVENTORY		15.00
VENDOR TOTAL:			18,303.77
1464-CRESCENT ELECTRIC SUPPLY			
96261	ELECTRICAL INVENTORY		1,700.00
VENDOR TOTAL:			1,700.00
1519-CRUM ELECTRIC SUPPLY COMPANY			
96262	ELECTRICAL INVENTORY		303.40
VENDOR TOTAL:			303.40
1574-DANA KEPNER COMPANY INC			
96263	WATER'S INVENTORY		300.00
96264	WATER'S INVENTORY		8,190.00

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND		
00-UNDEFINED		
00-UNDEFINED		
1574-DANA KEPNER COMPANY INC		
96265	WATER'S INVENTORY	4,704.00
	VENDOR TOTAL:	13,194.00
1834-FAIRMONT SUPPLY COMPANY		
96266	SAFETY INVENTORY	180.96
96267	SAFETY INVENTORY	66.42
	VENDOR TOTAL:	247.38
1422-GILLETTE CONTRACTORS SUPPLY INC		
96252	PARKS INVENTORY	568.00
96253	PARKS INVENTORY	480.00
96254	SAFETY INVENTORY	98.76
96255	PARK'S INVENTORY	652.34
96256	WATER'S INVENTORY	142.92
96257	WATER'S INVENTORY	297.90
96258	ELECTRICAL INVENTORY	78.81
96259	WATER INVENTORY	100.90
96306	WATER'S INVENTORY	2,127.36
96307	PARKS INVENTORY	22.75
	VENDOR TOTAL:	4,569.74
1316-MOUNTAIN STATES PIPE & SUPPLY		
96269	WATER INVENTORY	192.00
96309	WATER INVENTORY	22,572.00
	VENDOR TOTAL:	22,764.00
1511-NORCO INC		
96271	SAFETY INVENTORY	245.28
96272	ELECTRICAL INVENTORY	10.29
96273	SAFETY INVENTORY	118.92
	VENDOR TOTAL:	374.49

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
603-WAREHOUSE FUND			
00-UNDEFINED			
00-UNDEFINED			
2338-TRAFFIC PARTS INC			
96278		TRAFFIC INVENTORY	550.00
		VENDOR TOTAL:	550.00
2339-TRAFFIC SIGNAL CONTROLS INC			
96313		TRAFFIC INVENTORY	385.00
		VENDOR TOTAL:	385.00
2731-WATERWORKS INDUSTRIES			
96279		WATER'S INVENTORY	310.00
		VENDOR TOTAL:	310.00
2289-WESCO DISTRIBUTION INC			
96280		ELECTRICAL INVENTORY	540.00
96314		ELECTRICAL INVENTORY	1,712.00
		VENDOR TOTAL:	2,252.00
2410-XYLEM WATER SOLUTIONS USA INC			
96316		WASTEWATER INVENTORY	2,862.84
		VENDOR TOTAL:	2,862.84
		DIVISION TOTAL:	70,081.43
		DEPARTMENT TOTAL:	70,081.43

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
603-WAREHOUSE FUND			
25-FINANCE			
28-WAREHOUSE FUND			
1040-ALSCO			
	96033	RUG CLEANING	30.13
	96107	RUG CLEANING	30.13
		VENDOR TOTAL:	60.26
		DIVISION TOTAL:	60.26
		DEPARTMENT TOTAL:	60.26
		FUND TOTAL:	70,141.69

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
00-UNDEFINED		
00-UNDEFINED		
1328-ADVANCE AUTO PARTS		
96299	VM INVENTORY	733.36
96300	VM INVENTORY	32.28
	VENDOR TOTAL:	765.64
1167-BIG HORN TIRE INC		
96301	VM INVENTORY	450.30
	VENDOR TOTAL:	450.30
3904-CBH CO-OP		
96250	GASOLINE	23,695.62
	VENDOR TOTAL:	23,695.62
1525-CUMMINS ROCKY MOUNTAIN INC		
96308	VM INVENTORY	111.19
	VENDOR TOTAL:	111.19
2320-TITAN MACHINERY INC		
96311	VM INVENTORY	1,981.48
96312	VM INVENTORY	1,301.15
	VENDOR TOTAL:	3,282.63
2386-WYOMING MARINE		
96315	VM INVENTORY	139.80
	VENDOR TOTAL:	139.80
	DIVISION TOTAL:	28,445.18
	DEPARTMENT TOTAL:	28,445.18

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1328-ADVANCE AUTO PARTS		
95825	PARTS	15.62
95837	PARTS	33.16
95838	PARTS	13.12
95839	PARTS	110.54
95840	PARTS	33.16
95841	PARTS	5.50
95842	PARTS	4.90
95843	PARTS	105.95
95844	PARTS	19.77
95845	PARTS	9.10
95846	PARTS	39.55
95847	PARTS	13.12
95848	PARTS	8.92
95849	PARTS	19.77
96090	PARTS	7.28
96091	PARTS	19.77
96092	PARTS	146.98
	VENDOR TOTAL:	606.21
1040-ALSCO		
95903	UNIFORM CLEANING	48.23
95904	UNIFORM CLEANING	48.23
95905	UNIFORM CLEANING	48.23
96099	UNIFORM CLEANING	48.23
	VENDOR TOTAL:	192.92
1044-AMERI-TECH EQUIPMENT COMPANY		
95890	PARTS	700.76
95907	PARTS	1,694.10
	VENDOR TOTAL:	2,394.86

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
1167-BIG HORN TIRE INC		
95900	TIRES	240.00
	VENDOR TOTAL:	240.00
1171-BIGHORN HYDRAULICS INC		
95899	PARTS	18.21
95908	PARTS	14.24
	VENDOR TOTAL:	32.45
1525-CUMMINS ROCKY MOUNTAIN INC		
95910	PARTS	60.89
95911	PARTS	167.00
95912	PARTS	88.12
	VENDOR TOTAL:	316.01
1014-DAVE LUERAS		
95893	DUPLICATE KEYS	8.97
	VENDOR TOTAL:	8.97
1834-FAIRMONT SUPPLY COMPANY		
95923	PARTS	188.30
	VENDOR TOTAL:	188.30
1943-GILLETTE STEEL CENTER		
95901	FLAT IRON	19.00
	VENDOR TOTAL:	19.00
1953-GLOBAL HEAT TRANSFER OF WYOMING INC		
95896	REPAIRS	1,083.75
	VENDOR TOTAL:	1,083.75
1575-HOMAX OIL		
95897	SUPPLIES	98.60
	VENDOR TOTAL:	98.60
3964-INLAND TRUCK PARTS		
95914	PARTS	264.19

Expenditure Approval Report

Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
3964-INLAND TRUCK PARTS		
95915	PARTS	22.08
95916	PARTS	34.93
	VENDOR TOTAL:	321.20
3398-JACK'S TRUCK CENTER INC		
95902	PARTS	136.21
95920	PARTS	627.51
95921	PARTS	73.74
95922	PARTS	343.52
	VENDOR TOTAL:	1,180.98
1587-KOIS BROTHERS EQUIPMENT COMPANY		
95924	PARTS	204.04
	VENDOR TOTAL:	204.04
3295-MCNEILUS TRUCK & MANUFACTURING		
95913	PARTS	826.01
	VENDOR TOTAL:	826.01
1291-MIDLAND IMPLEMENT CO INC		
95891	PARTS	263.68
95892	PARTS	393.28
	VENDOR TOTAL:	656.96
1511-NORCO INC		
95894	PARTS	542.51
95895	PARTS	137.61
	VENDOR TOTAL:	680.12
2563-PACIFIC STEEL & RECYCLING		
95909	METAL	81.58
	VENDOR TOTAL:	81.58
3929-PURVIS INDUSTRIES, LLC		
95886	PARTS	213.56
95887	PARTS	77.84

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
36-VEHICLE MAINTENANCE			
		VENDOR TOTAL:	291.40
2120-RAZOR CITY RENTAL			
95917	PARTS		47.66
		VENDOR TOTAL:	47.66
2123-RECORD SUPPLY INC NAPA			
95850	PARTS		361.95
95851	PARTS		24.22
95852	PARTS		74.19
95853	PARTS		49.32
95854	PARTS		12.55
95855	PARTS		252.10
95856	CORE DEPOSIT		-36.00
95857	PARTS		111.98
95858	PARTS		23.71
95859	PARTS		1.44
95860	PARTS		79.02
95861	PARTS		58.14
95862	PARTS		12.11
95863	PARTS		11.99
95864	RETURN ITEMS		-315.56
95865	PARTS		391.07
95866	PARTS		345.55
95867	PARTS		459.04
95868	PARTS		8.18
95869	PARTS		67.90
95870	PARTS		408.68
95871	PARTS		65.99
95872	PARTS		7.99
95873	PARTS		20.44
95874	PARTS		15.31

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number	Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND		
50-PUBLIC WORKS		
36-VEHICLE MAINTENANCE		
2123-RECORD SUPPLY INC NAPA		
95875	PARTS	199.99
95876	PARTS	32.86
95877	PARTS	106.46
95878	PARTS	428.18
95879	PARTS	-73.55
95880	PARTS	137.31
95881	PARTS	213.60
95882	PARTS	8.38
95883	PARTS	47.85
96080	PARTS	21.07
96081	PARTS	23.10
96082	PARTS	27.77
96083	PARTS	28.74
96084	PARTS	9.74
96085	PARTS	11.40
96086	PARTS	19.98
96087	PARTS	9.84
96088	PARTS	25.13
96089	PARTS	277.23
	VENDOR TOTAL:	4,066.39
2320-TITAN MACHINERY INC		
95906	PARTS	958.36
95918	PARTS	363.94
95919	PARTS	129.43
	VENDOR TOTAL:	1,451.73
	DIVISION TOTAL:	14,989.14

Expenditure Approval Report
Check Approval Date of 07/16/2019



Invoice Number		Invoice Description	Amount
604-VEHICLE MAINTENANCE FUND			
50-PUBLIC WORKS			
37-VEHICLE REPLACEMENT			
2359-WIRELESS ADVANCE COMMUNICATION			
95888		PARTS	374.00
		VENDOR TOTAL:	374.00
		DIVISION TOTAL:	374.00
		DEPARTMENT TOTAL:	15,363.14
		FUND TOTAL:	43,808.32

Expenditure Approval Report
Check Approval Date of 07/16/2019



	Invoice Number	Invoice Description	Amount
702-LIABILITY INSURANCE FUND			
25-FINANCE			
38-LIABILITY INSURANCE			
1178-BJ NELSON/NELSON AUTO GLASS			
	95885	WINDSHIELD REPAIR	601.32
		VENDOR TOTAL:	601.32
1254-MANNING WRECKER SERVICE LLC			
	95898	UPRIGHTED TIPPED OVER LAWN MOWER	100.00
		VENDOR TOTAL:	100.00
2074-SOUTHWESTERN EQUIPMENT COMPANY			
	95916	PARTS	2,025.32
		VENDOR TOTAL:	2,025.32
2260-WARM			
	96095	FY20 LIABILITY INSURANCE	215,957.06
	96096	FY20 PROPERTY INSURANCE	318,702.92
	96097	FY20 CRIME COVERAGE	1,268.87
		VENDOR TOTAL:	535,928.85
		DIVISION TOTAL:	538,655.49
		DEPARTMENT TOTAL:	538,655.49
		FUND TOTAL:	538,655.49
		GRAND TOTAL:	4,385,603.51

Expenditure Approval Report
Check Approval Date of 06/27/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
4088-DIXIE JEWETT			
	95782	2019 AVENUES OF ART STIPEND - "CLIPPITY CLOP"	1,000.00
		VENDOR TOTAL:	1,000.00
3590-MIKE DWYER SCULPTURES			
	95785	PEOPLE'S CHOICE AWARD	250.00
		VENDOR TOTAL:	250.00
		DIVISION TOTAL:	1,250.00
		DEPARTMENT TOTAL:	1,250.00
		FUND TOTAL:	1,250.00
		GRAND TOTAL:	1,250.00

Expenditure Approval Report
Check Approval Date of 06/28/2019



Invoice Number		Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
2003-PERSONAL FRONTIERS INC			
	95811	ANNUAL FUNDING	5,780.00
		VENDOR TOTAL:	5,780.00
		DIVISION TOTAL:	5,780.00
		DEPARTMENT TOTAL:	5,780.00
		FUND TOTAL:	5,780.00
		GRAND TOTAL:	5,780.00

Expenditure Approval Report
Check Approval Date of 07/02/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
1779-SECURITY STATE BANK			
95813		CERTIFICATE OF DEPOSIT INVESTMENT	1,000,000.00
		VENDOR TOTAL:	1,000,000.00
		DIVISION TOTAL:	1,000,000.00
		DEPARTMENT TOTAL:	1,000,000.00
		FUND TOTAL:	1,000,000.00
		GRAND TOTAL:	1,000,000.00

Expenditure Approval Report

Check Approval Date of 07/09/2019



	Invoice Number	Invoice Description	Amount
201-1% FUND			
10-ADMINISTRATION			
05-1% OPTIONAL SALES TAX			
1057-AMERICAN RED CROSS OF WYOMING			
	96162	ANNUAL SERVICE FUNDING	2,654.00
		VENDOR TOTAL:	2,654.00
1204-BOYS AND GIRLS CLUB OF CAMPBELL COUNTY			
	96163	ANNUAL FUNDING	20,645.00
		VENDOR TOTAL:	20,645.00
2479-CAMPBELL COUNTY COMMISSIONERS			
	96164	ANNUAL FUNDING	3,097.00
		VENDOR TOTAL:	3,097.00
2477-CAMPBELL COUNTY JUVENILE PROBATION			
	96170	ANNUAL FUNDING	2,949.00
		VENDOR TOTAL:	2,949.00
1282-CAMPBELL COUNTY SENIOR CITIZEN CENTER			
	96173	ANNUAL FUNDING	99,687.00
		VENDOR TOTAL:	99,687.00
1388-CLIMB WYOMING			
	96166	ANNUAL FUNDING	8,700.00
		VENDOR TOTAL:	8,700.00
2768-COUNCIL OF COMMUNITY SERVICES			
	96167	ANNUAL SERVICE FUNDING	7,373.00
		VENDOR TOTAL:	7,373.00
1933-GILLETTE ABUSE REFUGE CORPORATION			
	96168	ANNUAL SERVICE FUNDING	18,876.00
		VENDOR TOTAL:	18,876.00
1942-GILLETTE REPRODUCTIVE HEALTH			
	96169	ANNUAL FUNDING	8,848.00
		VENDOR TOTAL:	8,848.00
2003-PERSONAL FRONTIERS INC			
	96171	ANNUAL FUNDING	3,068.00
		VENDOR TOTAL:	3,068.00

Expenditure Approval Report
Check Approval Date of 07/09/2019



Invoice Number	Invoice Description	Amount
201-1% FUND		
10-ADMINISTRATION		
05-1% OPTIONAL SALES TAX		
1778-SECOND CHANCE MINISTRIES		
96172	ANNUAL FUNDING	5,899.00
	VENDOR TOTAL:	5,899.00
1331-VISITATION & ADVOCACY FOR 6TH JUDICIAL DISTRICT		
96165	ANNUAL FUNDING	16,221.00
	VENDOR TOTAL:	16,221.00
2414-YOUTH EMERGENCY SERVICES INC		
96174	ANNUAL SERVICE FUNDING	43,650.00
	VENDOR TOTAL:	43,650.00
	DIVISION TOTAL:	241,667.00
	DEPARTMENT TOTAL:	241,667.00
	FUND TOTAL:	241,667.00
	GRAND TOTAL:	241,667.00

Expenditure Approval Report
Check Approval Date of 06/27/2019



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
1344-CAMPBELL COUNTY COORDINATED BENEFITS TRUST			
95784		JUNE 2010 GALLAGHER CONSULTING SERVICES	2,027.77
		VENDOR TOTAL:	2,027.77
		DIVISION TOTAL:	2,027.77
		DEPARTMENT TOTAL:	2,027.77
		FUND TOTAL:	2,027.77
		GRAND TOTAL:	2,027.77

Expenditure Approval Report
Check Approval Date of 06/28/2019



Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND		
20-HUMAN RESOURCES		
22-HEALTH INSURANCE		
1344-CAMPBELL COUNTY COORDINATED BENEFITS TRUST		
95806	APRIL - JUNE 2019 CURALINC EAP	931.02
	VENDOR TOTAL:	931.02
	DIVISION TOTAL:	931.02
	DEPARTMENT TOTAL:	931.02
	FUND TOTAL:	931.02
	GRAND TOTAL:	931.02

Expenditure Approval Report
Check Approval Date of 07/09/2019



	Invoice Number	Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2580-IRS - DEPARTMENT OF TREASURY			
	95824	2018 PCORI FEE	1,270.06
		VENDOR TOTAL:	1,270.06
		DIVISION TOTAL:	1,270.06
		DEPARTMENT TOTAL:	1,270.06
		FUND TOTAL:	1,270.06
		GRAND TOTAL:	1,270.06

Expenditure Approval Report

Check Approval Date of 06/28/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	95810	WEEKLY CLAIMS	2,430.84
		VENDOR TOTAL:	2,430.84
		DIVISION TOTAL:	2,430.84
		DEPARTMENT TOTAL:	2,430.84
		FUND TOTAL:	2,430.84

Expenditure Approval Report
Check Approval Date of 06/28/2019



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	95808	WEEKLY CLAIMS	37.35
	95809	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	109,824.73
VENDOR TOTAL:			109,862.08
DIVISION TOTAL:			109,862.08
DEPARTMENT TOTAL:			109,862.08
FUND TOTAL:			109,862.08
GRAND TOTAL:			112,292.92

Expenditure Approval Report
Check Approval Date of 07/08/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
00-UNDEFINED			
00-UNDEFINED			
3960-MII LIFE INSURANCE, INCORPORATED			
	96131	WEEKLY CLAIMS	4,612.33
		VENDOR TOTAL:	4,612.33
2435-WYOMING STATE			
	96134	JUNE 2019 SALES AND USE TAX	2.88
		VENDOR TOTAL:	2.88
		DIVISION TOTAL:	4,615.21
		DEPARTMENT TOTAL:	4,615.21

Expenditure Approval Report
Check Approval Date of 07/08/2019



	Invoice Number	Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
04-SPECIAL PROJECTS			
2566-OFFICE OF STATE LANDS AND INVESTMENTS			
	96132	DW SRF039 LOAN PYMNT - LID 250	48,441.60
		VENDOR TOTAL:	48,441.60
3055-ZIONS BANK			
	96135	8/1/19 PYMNT TO BOND HOLDERS-GILLETTE COLLEGE HSG	1,218,258.16
		VENDOR TOTAL:	1,218,258.16
		DIVISION TOTAL:	1,266,699.76
		DEPARTMENT TOTAL:	1,266,699.76
		FUND TOTAL:	1,271,314.97

Expenditure Approval Report
Check Approval Date of 07/08/2019



Invoice Number		Invoice Description	Amount
504-POWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
96134		JUNE 2019 SALES AND USE TAX	93,469.58
VENDOR TOTAL:			93,469.58
DIVISION TOTAL:			93,469.58
DEPARTMENT TOTAL:			93,469.58

Expenditure Approval Report
Check Approval Date of 07/08/2019



	Invoice Number	Invoice Description	Amount
504-POWER FUND			
70-UTILITIES			
74-POWER			
2697-BLACK HILLS WYOMING LLC			
	96130	JULY 2019 CTII GROUND LEASE	3,609.34
		VENDOR TOTAL:	3,609.34
2365-WYODAK RESOURCES DEVELOPMENT CORP			
	96133	JULY 2019 WYGEN III GROUND LEASE	36,368.13
		VENDOR TOTAL:	36,368.13
		DIVISION TOTAL:	39,977.47
		DEPARTMENT TOTAL:	39,977.47
		FUND TOTAL:	133,447.05

Expenditure Approval Report
Check Approval Date of 07/08/2019



Invoice Number		Invoice Description	Amount
505-SEWER FUND			
00-UNDEFINED			
00-UNDEFINED			
2435-WYOMING STATE			
	96134	JUNE 2019 SALES AND USE TAX	455.00
		VENDOR TOTAL:	455.00
		DIVISION TOTAL:	455.00
		DEPARTMENT TOTAL:	455.00
		FUND TOTAL:	455.00

Expenditure Approval Report
Check Approval Date of 07/08/2019



Invoice Number		Invoice Description	Amount
701-HEALTH INSURANCE FUND			
20-HUMAN RESOURCES			
22-HEALTH INSURANCE			
2557-BLUE CROSS BLUE SHIELD OF WYOMING			
	96136	JUNE 2019 ADMIN FEES AND STOP/LOSS	60,594.78
	96137	WEEKLY CLAIMS LISTING AND PRESCRIPTION DRUG COSTS	36,174.10
VENDOR TOTAL:			96,768.88
DIVISION TOTAL:			96,768.88
DEPARTMENT TOTAL:			96,768.88
FUND TOTAL:			96,768.88
GRAND TOTAL:			1,501,985.90



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Resolution Authorizing Dissolution of the Campbell County Recreation Project Joint Powers Board, Termination of the Joint Powers Agreement and any Other Security Documents Relating Thereto, and Directing the Transfer of the Leased Property Described Herein to Campbell County.

BACKGROUND:

The Joint Powers Board issued Lease Revenue Bonds in the amount of \$47,400,000, on May 15, 2008. The principal and interest on the Bonds were fully paid on June 15, 2019. The City approves of the termination of the Joint Powers Agreement, dissolution of the Joint Powers Board and distribution of facilities, improvements or other property owned or leased by the Joint Powers Board to Campbell County.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move for the Approval of a Resolution Authorizing Dissolution of the Campbell County Recreation Project Joint Powers Board, Termination of the Joint Powers Agreement and any Other Security Documents Relating Thereto, and Directing the Transfer of the Leased Property Described Herein to Campbell County.

STAFF REFERENCE:

Anthony Reyes, City Attorney

ATTACHMENTS:

Click to download

☐ [Resolution](#)

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING DISSOLUTION OF THE CAMPBELL COUNTY RECREATION PROJECT JOINT POWERS BOARD, TERMINATION OF THE JOINT POWERS AGREEMENT AND ANY OTHER SECURITY DOCUMENTS RELATING THERETO, AND DIRECTING THE TRANSFER OF THE LEASED PROPERTY DESCRIBED HEREIN TO CAMPBELL COUNTY.

WHEREAS, the City of Gillette, Wyoming (the "City"), Campbell County, Wyoming ("Campbell County") and Campbell County School District Number 1, State of Wyoming (the "School District," which together with the City and Campbell County are hereinafter collectively referred to as the "Participating Agencies") entered into a Memorandum of Understanding dated as of the January 9, 2007 (the "MOU") which outlined the terms of understanding between the Participating Agencies with respect to the ownership, construction and operation of a state-of-the-art recreation center to be located in the City (the "Recreation Project"), and further identified the specific roles and responsibilities of the Participating Agencies with respect to the Recreation Project; and

WHEREAS, the Participating Agencies formed the Campbell County Recreation Project Joint Powers Board (the "Joint Powers Board"), pursuant to the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109, for the purpose of providing an efficient, orderly, and economically feasible method of financing the Recreation Project on behalf of the City, Campbell County and the School District, which would be of service to and be for the benefit of the Participating Agencies and their resident customers; and

WHEREAS, for purposes of providing a site for the Recreation Project, the City conveyed 25.26 acres, more or less (the "Site") to the Joint Powers Board; and

WHEREAS, for purposes of financing the construction and equipping of the Recreation Project, the Joint Powers Board issued Lease Revenue Bonds, Series 2008, in the aggregate principal amount of \$47,400,000, dated May 15, 2008 (the "Series 2008 Bonds") pursuant to the provisions of that certain Indenture of Trust dated as of May 15, 2008 (the "Indenture") between the Joint Powers Board and Wells Fargo Bank, National Association (the "Trustee"); and

WHEREAS, the Joint Powers Board leased the Site and discrete portions of the Recreation Project (collectively, the "Leased Property") to Campbell County and the School District pursuant to that certain annually terminable Lease and Agreement dated May 15, 2008 (the "Lease"), and Rental Payments (as defined in the Lease) have been used by the Joint Powers Board to make the debt service payments on the Series 2008 Bonds; and

WHEREAS, the principal of and interest on the Series 2008 Bonds will be fully paid on June 15, 2019; and

WHEREAS, Section 6.01 of the Indenture provides for the discharge of the Indenture upon full payment of the Series 2008 Bonds, and the Trustee shall transfer and convey to the Joint Powers Board all property assigned, pledged, or mortgaged to the Trustee by the Joint Powers Board and the Trustee shall execute such documents as may be reasonably required to turn over to the Joint Powers Board any surplus in any fund created under the Indenture; and

WHEREAS, Section 12.1 of the Lease provides that once all the payments due under the Lease and the principal of and interest on the Series 2008 Bonds have been paid, the Joint Powers Board shall assign, transfer, and convey the Leased Property to Campbell County or its designee in the manner provided for in Section 12.2 of the Lease; and

WHEREAS, Sections Two and Nine of the Joint Powers Agreement provide as follows:

DURATION OF THE AGREEMENT. This Agreement and the Joint Powers Board shall be of perpetual duration; however, this Agreement and the Joint Powers Board may be dissolved and terminated by action of one or more of the governing bodies (hereinafter sometimes referred to in the singular as “Governing Body” and collectively referred to as “Governing Bodies”) of the Participating Agencies; provided, that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist or provision for their payment or other satisfaction has not been made.

TERMINATION, DISSOLUTION AND DISTRIBUTION. The Joint Powers Board shall continue in existence until terminated as provided above; provided, however, that the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board, including all bond requirements of its revenue bonds shall have been fully paid and satisfied or provision for such payment shall have been made.

Further, after satisfaction of all debts and obligations and upon termination and dissolution, the Joint Powers Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned or leased by the Joint Powers Board to the County. *Emphasis added*

WHEREAS, upon satisfaction of all debts and obligations of the Joint Powers Board, the City desires to terminate the Joint Powers Agreement, along with any security documents relating thereto, dissolve the Joint Powers Board, and have the Joint Powers Board transfer the Leased Property and any monies received from the Trustee under the Indenture to Campbell County;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GILLETTE, WYOMING:

Section 1. The Governing Body of the City hereby requests that the Governing Bodies the Campbell County and the School District recognize this resolution (the “City Resolution”) as the City’s formal approval for termination of the Joint Powers Agreement, dissolution of the Joint Powers Board and distribution of facilities, improvements or other property owned or leased by the Joint Powers Board to Campbell County.

Section 2. Should any part or provision of this City Resolution ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Resolution is severable.

ADOPTED AND APPROVED as of the ____ day of _____, 2019.

CITY OF GILLETTE, WYOMING

Mayor

ATTESTED:

City Clerk



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

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 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2710-TIM CARSRUD			
	96192	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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Mayor Carter-King - \$32.49

BACKGROUND:

Internet Reimbursement - \$32.49

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 07/16/2019



Invoice Number		Invoice Description	Amount
001-GENERAL FUND			
10-ADMINISTRATION			
01-MAYOR & COUNCIL			
2487-LOUISE CARTER KING			
	96193	INTERNET REIMBURSEMENT	32.49
		VENDOR TOTAL:	32.49
		DIVISION TOTAL:	32.49
		DEPARTMENT TOTAL:	32.49
		FUND TOTAL:	32.49
		GRAND TOTAL:	32.49



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

A Proclamation Designating the Month of July 2019 as *Little Free Pantry Month* - Beth Chappell & Erin Galloway

BACKGROUND:

ACTUAL COST VS. BUDGET:

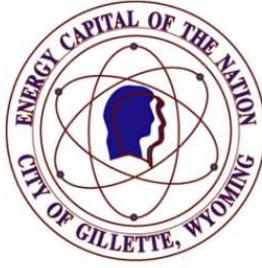
SUGGESTED MOTION:

STAFF REFERENCE:

ATTACHMENTS:

Click to download

☐ [Proclamation](#)



Proclamation

WHEREAS, one in eight Gillette residents (11.6 percent) struggle with hunger and one in six Wyoming children face food insecurity;

WHEREAS, 1,687 people in Gillette used SNAP benefits in April to purchase food for their families, 50% of whom included children, 11% were elderly, and 10% were disabled recipients;

WHEREAS, Gillette Little Free Pantries have distributed over 350 pounds of food and 50 pounds of personal hygiene products donated from community members in its first year;

WHEREAS, over 500 Gillette families have benefited from the actions of the Gillette Little Free Pantries;

NOW, THEREFORE, I, Louise Carter-King, Mayor, do hereby proclaim the month of July 2019 as

Little Free Pantry Month

and encourage the community to learn more about hunger and take action to ensure that every Gillette resident, every day, has enough to eat.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of July 2019.

Louise Carter-King, Mayor

Cindy Staskiewicz, City Clerk
(Attest)



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Council Consideration to Authorize the Mayor to Sign a Wyoming Department of Transportation Special Event Road Closure Application for Highway 51 from Garner Lake Road, East to the Border of the City Limits, on August 16, 2019, from 10:00 p.m. to 10:45 p.m., to Create a Safety Zone for the 2019 Pyrotechnics Guild International (PGI) Fireworks Display, Requested by Jeff Esposito, General Manager of the Cam-Plex.

BACKGROUND:

The Cam-Plex has applied for permission from WYDOT to close Highway 51 from milepost 128.5 to 131.56 (Garner Lake Road to American Road). The City's portion of that closure would be from Garner Lake Road to the city limit border.

The Pyrotechnics Guild International wishes to launch a record-setting shell during their event in Gillette later this summer. The safety zone is so large it would require temporarily closing Highway 51 from Garner Lake Road to American Road. The request is for Friday, August 16, 2019 from 10 pm to 10:45 pm.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I Move to Authorize the Mayor to Sign a Wyoming Department of Transportation Special Event Road Closure Application for Highway 51 from Garner Lake Road, East to the Border of the City Limits, on August 16, 2019, from 10:00 p.m. to 10:45 p.m., to Create a Safety Zone for the 2019 Pyrotechnics Guild International (PGI) Fireworks Display, Requested by Jeff Esposito, General Manager of the Cam-Plex.

STAFF REFERENCE:

MAP - Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [WYDOT Application](#)

☐ [Map](#)



WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Event Name 2019 Pyrotechnics Guild International (PGI) Event Date 08/10-16/2019
Type of Event: Fireworks Show & Competition
Event Director or Organizer CAM-PLEX Telephone 307-682-0552
Address 1635 Reata Drive Email Jeff@cam-plex.com
Club Affiliation or Sponsor _____ Estimated Number of Participants 5000

Course Information: ☒ Total closure ☐ Partial closure ☐ Remain open to traffic (Check appropriate box(s) (Explain in Event Description))

I (we) CAM-PLEX Multi-Event Facilities hereby make application for a special permit
upon the right-of-way of:

highway East Hwy 51 between milepost 128.5 and milepost 131.56
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
on Friday, August 16, 2019 between 10:00 PM and 10:45 PM
Date Time Time

I (we) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, in Chapter XXIII rules and regulations of the Wyoming Department of Transportation, and any other applicable regulations, laws or ordinances.

EVENT DESCRIPTION (Attach event map): The Pyrotechnics Guild International (PGI) Convention is an event that provides firework enthusiasts from all over the world a chance to purchase, view, and learn about the new and improved pyrotechnic field. There will be four firework display nights with competition shooting throughout the convention. On grounds will be seminars, vending, and shooting areas for PGI members only. The public is invited on grounds for the large display nights for all to enjoy the fireworks show.

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence.

THE PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WYOMING, DEPARTMENT OF TRANSPORTATION AND ITS OFFICERS, AGENTS, EMPLOYEES AND MEMBERS FROM ALL SUITS OR ACTION WHICH MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.

Jeff Esposito

Name (Please Print)

Signature

Date (Minimum of 60 days prior to event)

1635 Reata Drive

Address

Gillette, WY 82718

City, State and Zip

307-682-0552

Telephone

Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

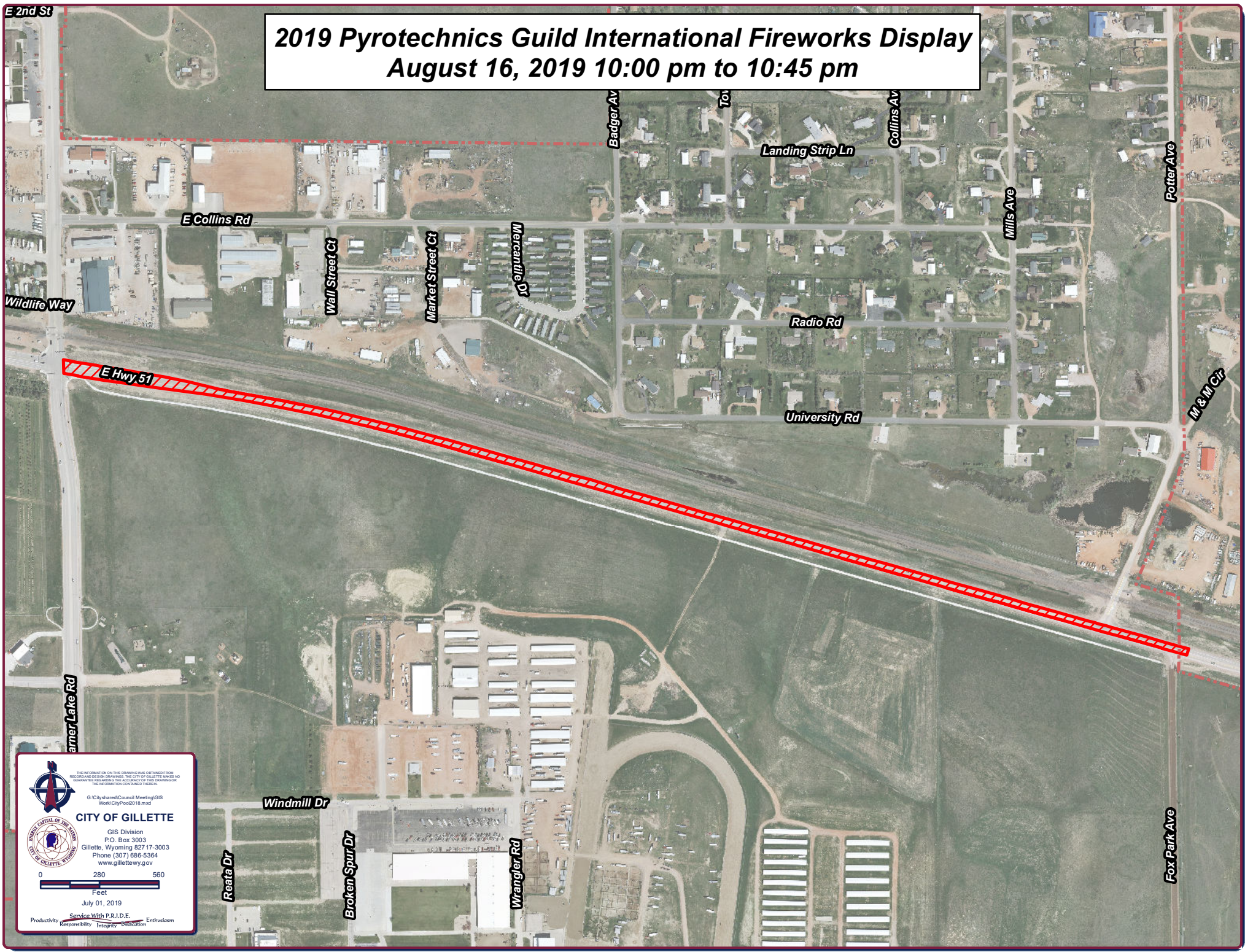
Date


Address

City, State and Zip

Telephone

2019 Pyrotechnics Guild International Fireworks Display
August 16, 2019 10:00 pm to 10:45 pm




THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM
RECORDS AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO
GUARANTEE REGARDING THE ACCURACY OF THE INFORMATION.
G:\CityShared\Council Meeting\GIS
Work\CityProc2018.mxd

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

0 280 560
Feet
July 01, 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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Council Consideration for the Approval of a Street Closure on Ross Avenue from 2nd Street to 3rd Street on July 20, 2019, from 6:00 a.m. to 6:00 p.m., for a Frontier Relic's Rehab Market, Requested by Frontier Auto Museum.

BACKGROUND:

Frontier Auto Museum is requesting to close Ross Avenue from 2nd Street to 3rd Street for their annual vintage and artisan market. They are requesting street barricades to be delivered the day before; they will set up the barricades in the morning, and remove the barricades on July 20th following the event. All property owners affected by the closure signed a form, consenting to the street closure, which was submitted with the application.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for the Approval of a Street Closure on Ross Avenue from 2nd Street to 3rd Street on July 20, 2019, from 6:00 a.m. to 6:00 p.m., for a Frontier Relic's Rehab Market, Requested by Frontier Auto Museum.

STAFF REFERENCE:

MAP - Michelle Henderson, Finance Director

ATTACHMENTS:

Click to download

☐ [Application](#)

☐ [Map](#)

CITY OF GILLETTE

STREET CLOSURE APPLICATION

Name: Frontier Auto Museum

Phone No. 307-686-5667

Address: 211 W. 2nd Street

Date of Closure: July 20th

Time: 6:00 a.m. TO 6:00 a.m.

Area to be Closed: Ross ave - from 2nd street to 3rd

Purpose for Closure: Frontier Relic's Rehab Market
(Vintage & Artisan ~~market~~ market)

Does the Event Include Alcohol/Malt Beverages? YES ☐ NO ☒

(If yes, an appropriate alcohol/malt beverage/open container application form needs to be obtained through the City Clerk's Office.)
THE APPLICANT IS REQUIRED TO CONTACT ALL PERSONS OR BUSINESSES AFFECTED BY THE PROPOSED STREET CLOSURE, OBTAINING SIGNATURES ON THE ATTACHED NOTIFICATION FORM AND SUBMIT THE FORM WITH THE APPLICATION.

Signature of Applicant: Falan Barnet

OFFICE USE ONLY

☒ Emergency Group Notified

Date Notified: 7 / 9 / 2019

Division	Signature	Date	Approved		Comments
			Yes	No	
Police	<u>B. W.</u>	<u>6/20/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engineering		<u>/ /</u>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Works	<u>S. W.</u>	<u>6/29/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Clerk	<u>Cindy Starkewig</u>	<u>6/29/19</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Special Instructions: _____

City Council Approval Date: 7 / 16 / 2019

City Council Denial Date: ____ / ____ / ____

City Council Denial Date: ____/____/____

All residences and/or businesses affected by the street closure must be notified

Date: July 20th

Time: 10:00 am/pm to 10:00 am/pm

[illegible]

Frontier Relic's Rehab Market July 20, 2019, from 6:00 am to 6:00 pm



CITY OF GILLETTE
City of Gillette, Wyoming
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5344
www.gillettewy.gov

July 01, 2019
Sergeant W. R. D. L. D.
Public Safety Department
Emergency Services
Fire Department

0 50 100 Feet



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

Council Consideration of a Professional Services Agreement for Engineering Services for the Gillette Regional Water Supply Project - Rozet Ranchettes Connection to HDR Engineering, Inc., in the Amount of \$63,476.00.

BACKGROUND:

This project will provide the design, bidding, and construction phase services for a regional connection for the Rozet Ranchettes Improvement and Service District (ISD). HDR will design the necessary pipeline starting at the stub out left from the Gillette Madison Pipeline Project, Contract 4C, to the Rozet Ranchettes ISD connection point. There will also be a control building, valves, and other necessary appurtenances.

The City of Gillette was notified in May, 2019, that the Rozet Ranchettes ISD received an Administrative Order from the Environmental Protection Agency (Docket No. SDWA-08-2019-0018) for violating the maximum contaminant level (MCL) for flouride of 4.0 milligrams per liter (mg/l). This connection to the GRWSP will provide them the necessary source of water to bring their system into compliance with the fluoride MCL.

Enclosed separately is a copy of the Water Service Agreement that was executed in June 2015 between the City of Gillette and Rozet Ranchettes ISD.

ACTUAL COST VS. BUDGET:

HDR's fees for this project will be \$63,476.00 and includes bidding and construction phase services.

This project is funded through a combination of grant funding from the Wyoming Water Development Commission, which will cover 67% of the cost, and CAP Tax, which will cover the remaining 33%.

Budget Account No.: 301-70-72-441-70-47417

Project No.:18UT02

SUGGESTED MOTION:

I Move for Approval of a Professional Services Agreement for Engineering Services for the Gillette Regional Water Supply Project - Rozet Ranchettes Connection to HDR Engineering, Inc., in the Amount of \$63,476.00.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download
<input type="checkbox"/> Map
<input type="checkbox"/> Agreement
<input type="checkbox"/> 2015 Rozet Ranchettes ISD Water Service Agreement



Legend

- | | | | | | |
|-----------------------------|--------------------------------------|------------------|---------------------------------|-------------------------|-------------------------------------|
| New Participant Pipe | New Participant Appurtenances | Isolation Valve | Existing Well Head | Other Utility Pipelines | Potential Regional Participants |
| Special Construction | Air/Vac Valve | New Master Meter | Existing Pump Stations | Sanitary Sewer | Cities and Subdivisions |
| Pipe Encasement | Altitude Valve | New Pump Station | Existing Storage Tanks | Storm Drainage | Gillette City Limits |
| Pipe Bore | Blowoff | New Storage Tank | New Madison Parallel | Overhead Powerline | Gillette Current Planning District |
| | Chlorine Booster Station | | Existing Madison Waterline | Underground Power | Gillette Proposed Planning District |
| | | | Existing Distribution Waterline | Underground Telephone | Matchline |

NOTE:
This layout map is based on available topographic information and indicates the approximate proposed waterline alignment. Easements, right-of-ways and property ownership have not been investigated along the route. Locations of all utilities, structures, drainage and natural features are only indicated where data was readily available and are approximate. No survey, utility locates, or underground investigation have been conducted. Data provided by USGS, State of Wyoming, Campbell County, City of Gillette, and ESRI.

1 inch = 200 feet





License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format.
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your

responsibility to assure the adequacy and consistency of the final document for your purposes.

How to Use This Document:

1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The term "Standard EJCDC Text" for the attached document generally refers to all text prepared by EJCDC in the main body of the document, and does not include covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, or text options. The content of document exhibits (if any) is not Standard EJCDC Text for this purpose.
2. If you do not alter the Standard EJCDC Text of the attached document, you may use it as published, with all EJCDC logos, footers, and copyright notices retained.
3. If you modify the Standard EJCDC Text of the attached document, you must follow the following instructions that address if, when, and how to show the changes to other parties.
4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not

need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
7. The attached EJCDC document may contain “Notes to User,” bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
9. In a few instances the EJCDC Notes to User will instruct the user of a document to choose one of two or more text options in the main body of the document. In such cases the options that are not selected should be discarded or deleted, and not included in the final version of the document. Such discarding or deletion of text options is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. Note, however, that the text that is selected (which in this scenario is in the main body of the document and not in an exhibit) is Standard EJCDC Text, and any revision or alteration of the text that is selected is subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly.
10. The License Agreement typically is removed when a document is being prepared for use on a specific project. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.
11. When a document is being prepared for use on a specific project, some users remove the EJCDC front cover page, and the “inside front cover page” containing specific information regarding the EJCDC sponsoring organizations. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process.
12. As purchaser of the attached document, you may choose to use it as the basis or platform for creating purchaser’s own custom version. In such case you must remove all EJCDC logos, footers, and other items that might create the false impression that the document remains an EJCDC standard document, and the requirements regarding the need to show additions and deletions to the Standard EJCDC Text no longer apply. Note, however, that the copyright requirements of the License Agreement continue to apply.
13. A purchaser may choose to select clauses or sections of the attached document for inclusion in other non-EJCDC documents. When this occurs, do not use any EJCDC logos, footers, or other items that would imply that the receiving document is an EJCDC document. Note, however, that the copyright requirements of the License Agreement continue to apply.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project.

3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC and its sponsoring organizations.
3. To include the appropriate EJCDC copyright notice (selected from the versions below) on any copy, modified or finalized version, or portion of the attached EJCDC document. For this document, at a minimum one of the following EJCDC copyright notices must appear in a prominent location:

If the standard EJCDC text is not altered, then use the copyright that is already stated in the published document:

- Copyright © [EJCDC document date] National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

If the standard EJCDC text has been altered, or if only portions of the EJCDC document have been used, then use the following copyright notice:

- This document is a MODIFIED version of EJCDC® Z-xxx, Copyright © 20xx by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.
4. To not use, copy, modify, or transfer the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of the attached EJCDC document, or any other **EJCDC Design and Construction Related Document**, in printed or machine-readable format for resale, and any resale of this document in any format, are expressly prohibited. **Making the attached EJCDC document or any other EJCDC Design and Construction Related Document, in whole or in part, available or accessible on an uncontrolled, public-access website or other uncontrolled electronic distribution point—in any format whatever, whether**

with or without watermarks, as a Microsoft Word document or in portable document format (PDF)—is expressly prohibited.

5. As an EJCDC limited licensee you may seek advance written permission from the EJCDC Copyright Administrator to use the attached EJCDC document for educational purposes, subject to terms and conditions to be established by the Copyright Administrator for the specific educational use.

Term:

This license is effective for three years after date of purchase, or six years after the last day of the year of issuance for the attached document (shown in the copyright notice), whichever occurs later, and shall terminate at that time, unless earlier terminated as provided herein, or unless EJCDC extends the term of this license to you, in writing, or publishes on the ejcdc.org website or the websites of the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, an applicable extension of the term of license for a certain period of time for bona fide contractual and project or other authorized uses. You agree upon termination to destroy the attached **EJCDC Design and Construction Related Document along with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects).**

EJCDC reserves the right during the term of this agreement to provide access to the purchased document through alternative means, based on improvements or changes in technology, or to transition the document to secure document platforms or other formats, while maintaining user's access privileges.

EJCDC from time to time publishes new, updated editions of the **EJCDC Design and Construction Related Documents**. EJCDC highly recommends the use of the most current editions of its documents. EJCDC may, at its sole discretion, withdraw from authorized use any document that has been subsequently updated and for which the license has expired.

You may terminate the license at any time by destroying the attached EJCDC document together with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects). It will also terminate upon conditions set forth elsewhere in this License Agreement or if you fail to comply with any term or condition of this License Agreement.

Limited Warranty:

If EJCDC has distributed this document on a compact disc, then EJCDC warrants the CD on which this document is furnished to be free from physical defects in materials and workmanship under normal use for a period of ninety

(90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of the CD (if any) distributed by EJCDC, containing this document, provided such CD does not meet EJCDC's "Limited Warranty" and is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

As purchaser, you assume full responsibility for determining the suitability of this document to your purposes, and for the application and use of this document for contract or project purposes. To the fullest extent permitted by law, in no event will EJCDC, its sponsoring organizations, its committee members, attorneys, consultants, authorized vendors, or advisors, or their respective staff members, employees, agents, or contractors, be liable to you or any other party for any damages, including any lost profits, lost savings, contractual liabilities, disappointed commercial expectations, economic loss, or other direct, incidental, or consequential damages arising out of the content, unenforceability, insufficiency, inadequacy, use or inability to use the attached EJCDC document or any other **EJCDC Design and Construction Related Documents**, even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so portions of the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this License Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void. **If you**

transfer or purport to transfer such rights, duties, or obligations to another party, your license is automatically terminated.

This License Agreement shall be governed by the laws of the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

Information regarding the content of the attached EJCDC document and other **EJCDC Design and Construction Related Documents** may be obtained at ejcdc.org or from the following EJCDC sponsoring organizations:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Reserved	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Indemnification and Mutual Waiver	10
6.12 Records Retention.....	10
6.13 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	16
8.03 Designated Representatives	16
8.04 Engineer's Certifications	16

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 2, 2019 ("Effective Date") between
City of Gillette ("Owner") and
HDR Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Connection of Rozet Ranchettes Improvement and Service District to Gillette Regional Water Supply
("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Design, Bidding assistance and Construction Management Services

Owner and Engineer further 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 Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, 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 or Engineer's services, 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, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Payment shall be made upon submission of invoice pursuant to WYO. STAT. § 16-6-602. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Agreement.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- 1.

- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Reserved*

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 tabulating the various categories that 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. *Standard of Care:* 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.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain 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. *Reliance on Others:* 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. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, 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 document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a

limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;; and (3) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, including Professional Liability (Errors & Omissions) 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 require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. All insurance policies required by this Agreement, except workers' compensation and professional liability, shall name the Owner as an additional insured, and shall contain a

waiver of subrogation against the Owner, its agents and employees. Engineer shall provide, upon request, a copy of an endorsement providing this coverage.

- D. All policies required under this Agreement shall be in effect for the duration of this Agreement and project. All policies shall be primary and not contributory. Engineer shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, materially amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- E. The insurance requirements set out above apply to all Subcontractors. It is the Engineer's responsibility to ensure that its Subcontractors meet these insurance requirements. The Owner has the right to review the Certificates of any and all subcontractors used by the Agreement.
- F. The Owner reserves the right to reject a certificate of insurance if the Engineer's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an A.M. Best's rating of less than A(-):VII.
- G. At any time, Owner may request that Engineer or its Consultants, 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.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- 3) .

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 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 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement 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.

6.07 *Controlling Law*

A. The construction, interpretation, and enforcement of this Agreement shall 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 the Sixth Judicial District, Campbell County, Wyoming. The parties intend and agree that the Owner does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to it pursuant to WYO. STAT. §§ 1-39-101-121 and all other applicable law.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner, to the extent authorized by law, and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise 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 Constructor, other third-party 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 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, 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.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- 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 seven 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 "owner," "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.

6.11 *Indemnification and Mutual Waiver*

Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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, members, partners, agents, employees, or Consultants. The Engineer shall indemnify, defend, and hold harmless the Owner, and its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Engineer's failure to perform any of Engineer's duties and obligations hereunder or in connection with the negligent performance of Engineer's duties, obligations, or otherwise, including but not limited to any claims, lawsuits, losses, or liability arising out of Engineer's negligent acts, errors or omissions.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *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 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:* Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. *Waiver:* The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, 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.
- F. *Governmental Immunity.* The Owner does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-121 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

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, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. 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 property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, 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.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- F. Exhibit F, Reserved.
- G. Exhibit G, Insurance.
- H. Exhibit H, Special Provisions.
- I. Exhibit I, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit I 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 an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: [City of Gillette]

By: []

Print name: [Louise Carter-King]

Title: [Mayor]

Date Signed: []

Engineer: [HDR Engineering, Inc.]

By: 

Print name: [Jason Kjenstad]

Title: [Vice President]

Date Signed: [07-10-2019]

Engineer License or Firm's Certificate No. (if required):

[WY-E0004]

State of: [Wyoming]

Address for Owner's receipt of notices:

[611 N. Exchange Ave.]

P.O. Box 3003

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

[Levi Jensen, P.E.]

Title: [Utilities Project Manager]

Phone Number: [307-686-5262]

E-Mail Address: [levij@gillettewy.gov]

Address for Engineer's receipt of notices:

[601 Metz Drive]

P.O. Box 457

Gillette, WY 82717

Designated Representative (Paragraph 8.03.A):

[Heath Turbiville, P.E.]

Title: [Project Manager]

Phone Number: [307-228-6018]

E-Mail Address: [heath.turbiville@hdrinc.com]

This is **EXHIBIT A**, consisting of [17] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. 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 Engineer's recommended solution(s). 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 Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] ***[List any such tasks or deliverables here.]***
15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] 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 Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase (50%)

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. 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.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [See Attached] Furnish [5] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [30] days of authorization to proceed with this phase, and review them with Owner. Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [5] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30] days after receipt of Owner's comments.
 11. Engineer will not proceed with 90% design phase until the Owner has executed all project easements.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase (90%)*

- 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 Preliminary Design Phase deliverables, subject to any Owner-directed modifications or

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
[See Attached] Furnish for review by Owner, its legal counsel, and other advisors, [5] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [30] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [15] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [5] final copies of such documents to Owner within [10] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- 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.
- 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 [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement 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:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [See Attached]
 10. Hold a pre-bid conference prior to opening bids. The Engineer shall conduct the pre-bid conference and provide meeting minutes to all conference attendees.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. 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 Construction Contract except as otherwise provided in writing.

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. [DELETED].
4. *Pre-Construction Conference:* Conduct a pre-construction conference prior to commencement of Work at the Site. Provide meeting minutes to all conference attendees.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *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.
8. *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.
9. *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 of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction 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 Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, 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 Construction 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 Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction 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.
18. *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.
19. *Inspections and Tests:*

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction 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 Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *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. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. 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 Work is generally in accordance with the Construction 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 Construction 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 the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- b. By recommending 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. 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 the Work, 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 money paid to Contractor by Owner; to determine that title to any portion of the Work, including 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.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, Maintenance and Operating Instructions, and furnish such Record Drawings and Maintenance and Operating Instructions to Owner. Furnish three [3] copies of the Record Drawings, Maintenance and Operating Instructions to Owner
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [See Attached]

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.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.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 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.D, then 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 (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement 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 provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
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 existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date 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 agreed to in Paragraph A1.01.A.1 and 2.
 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, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues)

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. .
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. .
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. .
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

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 to cease from Owner.
1. Services in connection with Work Change Directives, Change Proposals 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; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 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 arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Owner's Responsibilities

Article 2 of the Agreement is 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.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) 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.

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 5. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), 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, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 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. 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 constructibility review.

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- J. 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.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None**

Exhibit B – Owner's Responsibilities

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

~~C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum 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, if any, as follows:~~

~~1. A Lump Sum amount of \$[] based on the following estimated distribution of compensation:~~

~~a. Study and Report Phase \$[]~~

~~b. Preliminary Design Phase \$[]~~

~~c. Final Design Phase \$[]~~

~~d. Bidding and Negotiating Phase \$[]~~

~~e. Construction Phase \$[]~~

~~f. Post Construction Phase \$[]~~

~~2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.~~

~~3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.~~

~~4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [] **[List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]**~~

~~5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the~~

~~billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.~~

- B. ~~*Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.~~

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$[63,476.00] based on the following estimated distribution of compensation:
 - a. ~~Study and Report Phase~~ \$[]
 - b. Preliminary Design Phase \$[21,500.00]
 - c. Final Design Phase \$[5,713.00]
 - d. Bidding or Negotiating Phase \$[3,080.00]
 - e. Construction Phase \$[33,183.00]
 - f. ~~Post Construction Phase~~ \$[]
5. 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. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 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 Consultants' charges.
8. .

C2.02 *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 expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- 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 [1.0].

C2.03 *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 [1.0].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' 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.
 2. .
- 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 ~~EXHIBIT C~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services — Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 — OWNER'S RESPONSIBILITIES

~~C2.01 — Compensation for Basic Services (other than Resident Project Representative) — Percentage of Construction Cost 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, if any, as follows:~~

- ~~1. — General: An amount equal to [] percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).~~
- ~~2. — As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:~~
 - ~~a. — For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.~~
 - ~~b. — For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.~~
 - ~~c. — For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.~~
 - ~~d. — Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.~~
 - ~~e. — For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~
- ~~3. — Reimbursable Expenses: In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses~~

(see Appendix 1 for rates or charges): [] ~~[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]~~

4. ~~Progress Payments:~~

- a. ~~The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.~~
- b. ~~Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:~~

Study and Report Phase	[]%
Preliminary Design Phase	[]%
Final Design Phase	[]%
Bidding or Negotiating Phase	[]%
Construction Phase	[]%
Post-Construction Phase	[]%
	100%

- c. ~~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.~~

This is ~~EXHIBIT C~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated [].

~~Payments to Engineer for Services and Reimbursable Expenses~~

~~COMPENSATION PACKET BC-4: Basic Services – Direct Labor Costs Times a Factor~~

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~ARTICLE 2 – OWNER’S RESPONSIBILITIES~~

~~C2.01 – Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor 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, if any, as follows:~~

~~1. An amount equal to Engineer’s Direct Labor Costs times a factor of [] for the services of Engineer’s personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$[], and Engineer’s Consultant’s charges, if any, estimated to be \$[].~~

~~2. Engineer’s Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.~~

~~3. The total compensation for services under Paragraph C2.01 is estimated to be \$[] based on the following distribution of compensation:~~

~~a. Study and Report Phase \$[]~~

~~b. Preliminary Design Phase \$[]~~

~~c. Final Design Phase \$[]~~

~~d. Bidding or Negotiating Phase \$[]~~

~~e. Construction Phase \$[]~~

~~f. Post Construction Phase \$[]~~

~~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. See Paragraph C2.03.C.2 below.~~

~~5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultant’s charges.~~

- ~~6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.~~
- ~~7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.~~
- ~~8. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes to the compensation payable to Engineer.~~

~~C2.02 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 expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~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 [].~~
- ~~D. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.03 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 [].~~
- ~~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.~~

- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or 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. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~
- ~~3. 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 ~~EXHIBIT C~~, consisting of [] pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services~~ dated [].

~~Payments to Engineer for Services and Reimbursable Expenses~~
~~COMPENSATION PACKET BC-5: Basic Services — Direct Labor Costs Plus Overhead~~
~~Plus a Fixed Fee~~

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 — OWNER'S RESPONSIBILITIES

~~C2.01 Compensation for Basic Services (other than Resident Project Representative) — Direct Labor Costs Plus Overhead Plus a Fixed Fee 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, if any, as follows:~~

- ~~1. An amount equal to Engineer's Direct Labor Costs plus overhead for the services of Engineer's personnel engaged directly on the Project, plus Reimbursable Expenses estimated to be \$[], plus Engineer's Consultant's charges, if any, estimated to be \$[], plus a fixed fee of \$[].~~
- ~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.~~
- ~~3. The total compensation for services under Paragraph C2.01 is estimated to be \$[] based on the following estimated distribution of compensation:~~
 - ~~a. Study and Report Phase \$[]~~
 - ~~b. Preliminary Design Phase \$[]~~
 - ~~c. Final Design Phase \$[]~~
 - ~~d. Bidding or Negotiating Phase \$[]~~
 - ~~e. Construction Phase \$[]~~
 - ~~f. Post-Construction Phase \$[]~~
- ~~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. See Paragraph C2.03.C.2 below.~~
- ~~5. The total estimated compensation for Engineer's services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, fixed fees, Reimbursable Expenses, and Engineer's Consultant's charges.~~

Exhibit C – Compensation Packet BC-5: Basic Services (other than RPR) –
Direct Labor Costs Plus Overhead Plus a Fixed Fee Method of Payment.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

- ~~6. The portion of the amounts billed for Engineer's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by Engineer's employees plus overhead, Reimbursable Expenses, Engineer's Consultant's charges, and the proportionate portion of the fixed fee.~~
- ~~7. Direct Labor Costs means salaries and wages paid to Engineer's employees but does not include payroll-related costs or benefits.~~
- ~~8. Overhead shall be computed as a percentage of Direct Labor Costs. The Overhead factor to be applied to Direct Labor Costs shall be: []. Such Overhead factor shall include or otherwise account for the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Fixed fee is the lump sum amount paid to Engineer by Owner as margin or profit and will only be adjusted by an amendment to this agreement.~~
- ~~9. Direct Labor Costs and Overhead applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 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 expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~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 [].~~
- ~~D. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.03 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 [].~~

~~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.~~

~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or 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. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~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 ~~EXHIBIT C~~, consisting of [] pages,
referred to in and part of the ~~Agreement~~
~~between Owner and Engineer for Professional~~
~~Services~~ dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-6: Basic Services – Salary Costs Times a Factor

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2—OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Salary Costs Times a Factor 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, if any, as follows:

1. An amount equal to Engineer’s Salary Costs times a factor of [] for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses, estimated to be \$[], and Engineer’s Consultant’s charges, if any, estimated to be \$[].
2. Engineer’s Reimbursable Expenses Schedule is attached to this Exhibit C as Appendix 1.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$[] based on the following assumed distribution of compensation:
 - a. Study and Report Phase \$[]
 - b. Preliminary Design Phase \$[]
 - c. Final Design Phase \$[]
 - d. Bidding or Negotiating Phase \$[]
 - e. Construction Phase \$[]
 - f. Post-Construction Phase \$[]
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. See also Paragraph C2.03.C.2 below.
5. The total compensation for Engineer’s services, included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultant’s charges.

- ~~6. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges.~~
- ~~7. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.~~
- ~~8. Salary Costs and the factor applied to Salary Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 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 expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding related or other procurement documents, Construction Contract Documents, and similar Project related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~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 [].~~
- ~~D. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.03 — 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 [].~~
- ~~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.~~
 - ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or 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. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~
- ~~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.~~

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment~~

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$[]. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.~~
- ~~2. Reimbursable Expenses: In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): []. [List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]~~
- ~~3. Resident Project Representative Schedule: The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a [] day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.~~

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

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

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.0].

C. *Other Provisions Concerning Payment for Additional Services:*

1. 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 [1.0].
2. *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.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

Page 1

3. 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.

**COMPENSATION PACKET AS-2:
Additional Services — Direct Labor Costs Times a Factor**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.05 — Compensation for Additional Services — Direct Labor Costs Times a Factor Method of Payment~~

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

- ~~1. — General: For services of Engineer's personnel 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.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to Engineer's Direct Labor Costs times a factor of [], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~B. — Compensation for Reimbursable Expenses:~~

- ~~1. — For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. — Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.~~
- ~~3. — The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [].~~
- ~~4. — The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. — Other Provisions Concerning Payment for Additional Services:~~

- ~~1. — 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 [].~~
- ~~2. — 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.~~

- ~~3. 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.~~

COMPENSATION PACKET AS-3:
Additional Services—Salary Costs Times a Factor

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.05—Compensation for Additional Services—Salary Costs Times a Factor Method of Payment~~

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

- ~~1.—General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.24 (which if needed shall be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged to the Project by each Engineer's personnel times the Engineer's applicable Salary Costs times a factor of [], plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~B.—Compensation for Reimbursable Expenses:~~

- ~~1.—For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2.—Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.~~
- ~~3.—The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of [].~~
- ~~4.—The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~

~~C.—Other Provisions Concerning Payment for Additional Services:~~

- ~~1.—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 [].~~

- ~~2. *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.~~
- ~~3. 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] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [07/02/2019].

Reimbursable Expenses Schedule

. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.038 each
Color 8.5x11	\$0.135 each
B&W 11x17	\$0.076 each
Color 11x17	\$0.270 each
Plots Bond	\$0.45 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense.. Hourly equipment charges apply to specific equipment used on the project.

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 [07/02/2019].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

HDR Engineering 2019 Hourly Billing Rates

Enclosed are the 2019 Hourly Billable Rates for HDR Engineering.. The rates listed below do not included reimbursable expenses or hourly billing rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	225
Senior Project Manager	195
Project Manager II	180
Project Manager I	160
Engineer V	180
Engineer IV	160
Engineer III	145
Engineer II	130
Engineer I	115
ASME Disciplines	180
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140

Exhibit D - Resident Project Representative.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	120
Construction Inspector	95
Public Involvement/Graphic Designer III	150
Public Involvement/Graphic Designer II	125
Public Involvement/Graphic Designer I	95
Project Controller	95
Project Assistant	85
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

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

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. Full time inspection is not required for those items that can be verified by visual inspection later in the project. All items that will be enclosed, hidden or are located underground require full time inspection at the time they are being constructed.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction 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.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that 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, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- 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. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, 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. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *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/or recommend to Engineer Change Proposals, 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 inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *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.

14. *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 Contract Documents 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.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or 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 [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those 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 Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
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 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.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [1] page,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated [7/2/2019].

Reserved

Exhibit F – Reserved.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 1

This is **EXHIBIT G**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$2,000,000 |
| 2) Bodily injury by disease, each employee: | \$2,000,000 |
| 3) Bodily injury/disease, aggregate: | \$4,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$2,000,000 |
| 2) General Aggregate: | \$4,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$4,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$2,000,000 |
| f. Professional Liability (Errors Omissions) -- | |
| 1) Each Claim Made | \$2,000,000 |
| 2) Annual Aggregate | \$4,000,000 |
| | \$[] |

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Dispute Resolution (Deleted)

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08

This is **EXHIBIT I**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Limitations of Liability (Deleted)

This is **EXHIBIT H**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

Special Provisions

Paragraph(s) [NONE] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT I**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [7/2/2019].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

City of Gillette and [Wholesale Customer Name]

Water Service Agreement

Agreement made and entered into by and between the City of Gillette, Wyoming, a municipal corporation and City of the First Class, hereinafter CITY, of 201 East Fifth Street, Gillette, Wyoming, and Rozet Ranchettes ^{ISD, PO Box 3290, Gillette, WY 82717} Street, City, Wyoming, Zip, hereinafter WHOLESALER CUSTOMER. The WHOLESALER CUSTOMER and CITY may be referred to collectively herein as the PARTIES.

WHEREAS, the CITY and Campbell County, Wyoming have entered into a Joint Powers Agreement, hereinafter JPA, to develop a regional system for water supply.

WHEREAS, the CITY owns and operates the Gillette Water Supply System, hereinafter referred to as the PROJECT. The City will have responsibility for compliance with all federal and state regulations pertaining to the USEPA Safe Drinking Water Act (SDWA) and other qualitative or quantitative rules, the costs of which will be included in the Project.

WHEREAS, the JPA identifies a Designated Service Area, hereinafter DSA, identifying a geographic region within which service from the PROJECT shall be available to wholesale customers.

WHEREAS, the WHOLESALER CUSTOMER operates a domestic water system that serves the residents of the Rozet Ranchettes Special district, subdivision or other regional user entity) containing 32 lots as of this date, as shown on Exhibit A..

WHEREAS, the WHOLESALER CUSTOMER'S domestic water system lies within the DSA and is voluntarily seeking connection to the PROJECT.

WHEREAS, the JPA identifies two (2) Types of Service available from the PROJECT: Type 1: Service connections to the Madison pipelines, and Type 2: Service connections to the Gillette water distribution system.

WHEREAS, the WHOLESALER CUSTOMER requests to connect to the PROJECT system using Type [1] or [2] Service.

WHEREAS, the WHOLESale CUSTOMER may choose between two (2) Levels of Service, hereinafter referred to as LOS, and the WHOLESale CUSTOMER desires the LOS identified below:

☒ LOS A: Level of Service A is for continuous, year round wholesale water service.

☐ LOS B: Level of Service B is for standby intermittent service (seasonal peak or off-peak, or emergency and/or fire flow service).

WHEREAS, the PARTIES acknowledge that the WHOLESale CUSTOMER owns a domestic water system and is responsible for operations and maintenance, repairs, upgrades, regulatory compliance, and adequate funding for all related activities on the customer side of the master meter.

WHEREAS, the PARTIES intend this agreement to formalize and fully set forth their complete understanding and agreement concerning their respective duties and obligations.

THEREFORE, the PARTIES agree to enter into this Water Service Agreement, hereinafter WSA, under the following terms and conditions:

1. Pursuant to the Type and Level of water service requested above by the WHOLESale CUSTOMER, the City agrees to provide such service subject to the terms and policies established in the current JPA. The WHOLESale CUSTOMER shall be billed in accordance with the financial policies and rates established pursuant to the JPA. A WHOLESale CUSTOMER may change their level of service by notifying the CITY, in writing of the change sought. Unless additional facilities need to be constructed, the change will be made no later than 30 days after receipt of the written notification. Only two changes in LOS may be made in any one calendar year.

2. The PARTIES agree that the WHOLESale CUSTOMER shall utilize a single master metered water service connection to provide City water. A system development charge, hereinafter SDC, shall be assessed and collected, by the City from each metered customer prior to service. The level of SDC charged will be calculated as prescribed in the JPA policy and procedures, and as shown by the current City ordinance. The SDC shall be paid by the WHOLESale

CUSTOMER for new connections to the PROJECT at the rate in effect on the date of hookup. Provided, however that the special districts, subdivisions and other regional users listed in Exhibit C to the Gillette Regional Water Supply System Joint Powers Agreement, hereinafter the Regional Participants, shall have their SDC waived. Should a larger meter be required in the future, the WHOLESale CUSTOMER shall receive a credit for the SDC it originally paid, against the amount of the SDC for the larger meter in effect at that time. Should the WHOLESale CUSTOMER request to reduce the size of the meter, no credit shall be granted.

3. The WHOLESale CUSTOMER will pay the City monthly for all the water measured through the master metered water connection with the CITY, including water used by WHOLESale CUSTOMER for maintenance purposes such as to flush their internal system. The level and structure of rates collected from all WHOLESale CUSTOMER user groups will be implemented through the City's current ordinances and will be calculated in accordance with the financial policies and rates established through the procedures specified in the JPA.

4. A meter building and master meter will be installed at the designated point of connection in compliance with all City regulations by the CITY for the Regional Participants. The CITY will own and maintain the system up to the designated point of connection. The designated point of connection shall be defined in the construction documents for the specific WHOLESale CUSTOMER.

5. The WHOLESale CUSTOMER shall submit the plans for the facilities from the PROJECT to the designated point of connection to the City for review and approval before the start of construction. Any facilities on the WHOLESale CUSTOMER side of the master meter will be reviewed and permitted by the Wyoming Department of Environmental Quality. The WHOLESale CUSTOMER shall submit a copy of the DEQ permit to construct for any project to extend or enlarge its water system in order to serve any land outside of the WHOLESale CUSTOMER's service area or to accommodate resubdivisions of existing lots, so that changes in demand can be known in advance. There shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than municipal and rural domestic use such as through a bulk fill station for industrial use.

6. The CITY shall use the \$20,000,000 from the Special Excise Tax approved on May 3, 2011, for infrastructure required to extend and connect special districts, subdivisions and other regional users located outside the Gillette city limits to the Gillette Regional Water Supply Project as set out in the Gillette Regional Water Supply System Joint Powers Agreement dated December 21, 2010, and, to the extent necessary and allowed by law, the pledge or use to the payment of debt service and/or lease payments in connection therewith. To the extent that funds are available for this purpose the CITY shall design and cause the construction of the infrastructure to connect the Regional Participants to the PROJECT. Facilities of the WHOLESale CUSTOMER that are downstream of the master meter are "non-Project" components according to the JPA and are not eligible for State funding.

7. The WHOLESale CUSTOMER shall be responsible for water quality through their system to their customers. The WHOLESale CUSTOMER shall comply with all State, Federal and local requirements for the operation and maintenance of their private community water system. The WHOLESale CUSTOMER shall hold the City harmless from any claims for injury or damage from anyone related to the WHOLESale CUSTOMER's operation of its water system including water quality.

8. The WHOLESale CUSTOMER shall establish and maintain adequate financial reserves for the operation and maintenance of their water system. The WHOLESale CUSTOMER shall collect charges for water in an amount which is sufficient to pay for the water delivered by the CITY and pledges the revenues therefrom for the payment of City water charges which constitute a WHOLESale CUSTOMER indebtedness. In the event the WHOLESale CUSTOMER is in default under this agreement or has become insolvent, and fails to pay for water delivered by the CITY, and after 30 days written notice if the default in payment is not then corrected in full, then the PARTIES agree that the CITY may discontinue service under the provisions contained in City ordinances.

9. It is recognized by the PARTIES that emergency conservation measures may have to be implemented on a regional basis in order to meet an emergency condition or a regional water shortage. For purposes of illustration, but not limitation, the procedures to be used in the event of a weather-related regional

water shortage are described in §17-32. of the Gillette City Code, entitled *Proclamation limiting use of water*.

10. The City shall provide oral notice to the wholesale customer, and may temporarily interrupt or reduce deliveries of water to the customer, if the City determines that such interruption or reduction is necessary or reasonable in case of system emergencies or in order to install equipment, make repairs, replacements, investigation and inspections or perform other maintenance work on the Regional Water Supply System or those parts of the system supplying the wholesale customer. Except in cases of emergency, and in order that the wholesale customer operations will not be unreasonably interfered with, the City shall give the customer reasonable written notice of any such interruption or reduction, the reasons for and the probably duration of those actions. The City is committed to manage, administer, finance, and operate the Project in a business-like manner making decisions that are equitable and representative of all customers. The WHOLESale CUSTOMER shall hold the City harmless from any claims for injury or damage including but not limited to claims related to interrupted or reduces deliveries of water, from anyone related to the City's operation of the PROJECT during maintenance or emergency conditions.

11. This agreement contains the complete agreement of the parties hereto and shall supersede all other discussions, offers and agreements between the City and the WHOLESale CUSTOMER, its predecessors in interest, and the landowners within the WHOLESale CUSTOMER'S service area.

12. This agreement shall take effect upon the approval and final execution of the agreement by all the parties hereto. The terms of this agreement shall bind the parties hereto and their successors and assigns. This agreement shall not be assigned in whole or in part without the prior written approval of the CITY. Any assignment without the prior written approval of the CITY is void.

13. This agreement shall be subject to the terms of the CITY ordinances concerning the payment of utility bills, as set by City ordinances which may be changed from time to time according to the procedures specified in the most current JPA, but which change will only be effective as to WHOLESale CUSTOMER, after notice is mailed to its President or Designated Representative, listed below. This agreement shall continue for so long as WHOLESale

CUSTOMER is a customer in good standing, provided however that a WHOLESALE CUSTOMER may terminate this agreement upon 75 days written notice.

14. Any notice, which either party may or is required to give, shall be given in writing personally delivered to the other party or by mailing the same, postage prepaid, to the addresses shown below, or at such other places as may be designated by the parties from time to time in writing. Notice is effective upon mailing or receipt if hand delivered, as follows:

a. To the WHOLESALE CUSTOMER at the address first above set forth in this Agreement,

b. To the CITY, hand delivered at the address first above set forth in this Agreement, and if mailed:

The City of Gillette, Wyoming
201 East Fifth Street
PO Box 3003
Gillette, Wyoming 82717
Attention: Mayor and City Administrator

15. It is agreed that disputes between the WHOLESALE CUSTOMER and the CITY over matters related to implementing this agreement will be handled through JPA Section 5.4 (g) (g.1) as the following process:

a. General Disputes: The dispute resolution process for general disputes shall follow a three-step process.

Step 1: The first step in any dispute involves a good faith effort on the part of the WHOLESALE CUSTOMER and the CITY to resolve any disagreement by informal discussions.

Step 2: If at any time the WHOLESALE CUSTOMER or the CITY determines that such informal discussions in Step 1 will not result in a resolution, that party may request a review be initiated by the Regional Water Panel established in the JPA. The Regional Water Panel's decision will be made in writing to the Parties within 45 days.

Step 3: Either party may appeal the decision of the Regional Water Panel within 30 days from the date of the Regional Water Panel's written decision through the Wyoming legal system in a forum using a judge without a jury.

The costs incurred by each PARTY for the general dispute resolution process shall be paid individually by each respective PARTY.

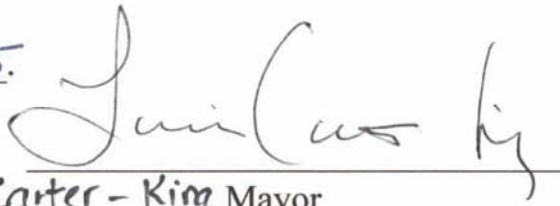
b. Rate-related Disputes: The establishment of the level and structure of Rates and SDC charges for the PROJECT are set by the JPA process through actions by the City of Gillette and Campbell County and are not subject to dispute by WHOLESAL CUSTOMERS. Disputes over implementation of these rates and SDCs can be resolved through 15 (a) above, as a matter of WSA interpretation.

16. If any legal action is instituted to enforce any of the terms of this agreement, all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action shall be borne by each respective Party as they are incurred.

17. Notwithstanding the above, nothing in this Agreement shall be read to constitute or to require a waiver of any rights of the City under the doctrine of sovereign immunity, or a waiver of its immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et sec.*


City of Gillette

Dated this 22 day of June, 2015.


Louise Carter-King, Mayor

(SEAL)

ATTEST:


Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

WSA - Final 10-2-2014.docx

The above and foregoing instrument was acknowledged before me by Louise Carter-King, Mayor of City of Gillette, Wyoming, and Karlene Abelseth, City Clerk of City of Gillette Wyoming, on this 22 day of June, 2015

Witness my hand and official seal.



My Commission Expires: 7/8/2017 Tori L. Jewell Notary Public

WHOLESALE CUSTOMER

_____ District,

BY Tom Dietz V.P., President or Designated Representative

(S E A L)

ATTEST:

[Signature], Secretary/Treasurer

STATE OF WYOMING)

) ss.

COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Tom Dietz, who is the Pres. of (WHOLESALE CUSTOMER) and who is the Secy/Treas of (WHOLESALE CUSTOMER), on this 12th day of May, 2014. 2015

Witness my hand and official seal.

My Commission Expires: 3/23/2018 Helenanne Cathey Notary Public



**LEGAL NOTICE OF PUBLIC BUDGET HEARING
ROZET RANCHETTES IMPROVEMENT & SERVICE DISTRICT**

The Rozet Ranchettes Improvement & Service District will hold a public hearing followed by a regular District meeting at 400 South Gillette Avenue, Suite 106 (office of Cathey Consulting – City Hall Mall / K2 Technologies Building – entrance is on 4th Street across from Arrow Printing) on Tuesday, July 14, 2015, at 4:30 p.m. At the hearing a review of the proposed 2015-2016 budget will be discussed. The budget is summarized as follows:

Revenue / Cash Carryover:	\$83,940
Expenses / Capital & Repair Reserves / Carryover:	\$83,940

No change in rates is anticipated at this time. The complete proposed budget is available online at www.catheyconsulting.net / Rozet Ranchettes meeting minutes for May 12, 2015.

To contact the District or for special accommodations for the hearing,
call Cathey Consulting at 307-685-8235.



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

www.gillettewy.gov

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

A Public Hearing to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Betcher Subdivision, City of Gillette, Wyoming, from C-3, Business/Services District to I-1, Light Industrial District; Subject to all Planning Requirements.

BACKGROUND:

The owner is proposing to rezone 11.936 acres of land from C-3, Business/Services District to I-1, Light Industrial District. The property is located south of East Shoshone Avenue and west of Butler Spaeth Road.

The surrounding zoning is:

North – CO, Office and Institution

East – I-1, Light Industrial

South – I-1 Light Industrial and C-1, General Commercial

West – C-1, General Commercial

The owner is proposing to the rezone and states that “In order to facilitate consistent development, this lot will be utilized by the same entity as the adjoining Lot 2 and both will be zoned I-1”. The lot in reference (Lot 2, Betcher Subdivision) is currently owned by Curtis J Betcher Et Al. The proposed lot for rezone is stated to be vacant, however it is currently used to mine dirt for construction operations.

This zoning request is not accordance with the current Comprehensive Plan, as the Future Land Use Plan calls for Muti-Family Residential. This zoning meets the minimum size requires for the I-1 Industrial District of 5 acres.

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 11.936 acres of land from C-3, Business/Services District to I-1, Light Industrial District, recognizes the current use of the property.

This case was approved by the Planning Commission during their July 9, 2019, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

STAFF REFERENCE:

Ry Muzzarelli, P.E., Development Services 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

DATE: 7/16/2019 7:00:00 PM

SUBJECT:

An Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Betcher Subdivision, City of Gillette, Wyoming, from C-3, Business/Services District to I-1, Light Industrial District; Subject to all Planning Requirements.

BACKGROUND:

The owner is proposing to rezone 11.936 acres of land from C-3, Business/Services District to I-1, Light Industrial District. The property is located south of East Shoshone Avenue and west of Butler Spaeth Road.

The surrounding zoning is:

North – CO, Office and Institution

East – I-1, Light Industrial

South – I-1 Light Industrial and C-1, General Commercial

West – C-1, General Commercial

The owner is proposing to the rezone and states that “In order to facilitate consistent development, this lot will be utilized by the same entity as the adjoining Lot 2 and both will be zoned I-1”. The lot in reference (Lot 2, Betcher Subdivision) is currently owned by Curtis J Betcher Et Al. The proposed lot for rezone is stated to be vacant, however it is currently used to mine dirt for construction operations.

This zoning request is not accordance with the current Comprehensive Plan, as the Future Land Use Plan calls for Muti-Family Residential. This zoning meets the minimum size requires for the I-1 Industrial District of 5 acres.

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 11.936 acres of land from C-3, Business/Services District to I-1, Light Industrial District, recognizes the current use of the property.

This case was approved by the Planning Commission during their July 9, 2019, meeting with a vote of 4/0.

ACTUAL COST VS. BUDGET:

SUGGESTED MOTION:

I move for Approval of an Ordinance to Amend the District Zoning Map of the City of Gillette, Wyoming, for Lot 1, Betcher Subdivision, City of Gillette, Wyoming, from C-3, Business/Services District to I-1, Light Industrial District; Subject to all Planning Requirements.

STAFF REFERENCE:

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

ATTACHMENTS:

Click to download

☐ [Planning Commission Minutes 7/9/2019](#)

☐ [Planning Requirements](#)

☐ [Vicinity Map](#)

☐ [Ordinance](#)

CITY OF GILLETTE PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
City Council Chambers ~ City Hall
July 9, 2019

PRESENT

Commission Members Present: Chairman Jim Nielsen, Jennifer Tuomela, Ryan Conklin and Trevor Matson.

Commission Members Absent: Vice-Chair Reardon, Sheryl Martin and Ted Jerred.

Staff Present: Clark Sanders, Planner; Meredith Duvall, Planner; and Jill McCarty, Senior Administrative Assistant.

CALL TO ORDER

Chairman Nielsen called the meeting to order at 6:58 p.m.

APPROVAL OF THE MINUTES

A motion was made by Trevor Matson to approve the pre-meeting workshop minutes, and the regular meeting minutes of the City Planning Commission Meeting of May 28, 2019. Jennifer Tuomela seconded the motion. Motion carried 4/0.

19.020Z-ZONING MAP AMENDMENT-Lot 1, Betcher Subdivision

The owner, Curtis J. Betcher, Et Al, is proposing to rezone 11.936 acres of land from C-3, Business/Services District to I-1, Light Industrial District. The property is located south of East Shoshone Ave and west of Butler Spaeth Road.

The owner is proposing to the rezone and states that "In order to facilitate consistent development, this lot will be utilized by the same entity as the adjoining Lot 2 and both will be zoned I-1". The lot in reference (Lot 2, Betcher Subdivision) is currently owned by Curtis J Betcher Et Al. The proposed lot for rezone is stated to be vacant, however it is currently used to mine dirt for construction operations.

This zoning request is not in accordance with the current Comprehensive Plan, as the Future Land Use Plan calls for Muti-Family Residential. This zoning meets the minimum size requires for the I-1 Industrial District of 5 acres.

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 11.936 acres of land from C-3, Business/Services District to I-1, Light Industrial District, recognizes the current use of the property.

Chairman Nielsen asked if there were any calls from the public on this case. Meredith Duvall said there were two calls; one had no objections and was a general inquiry to the nature of the case, one was opposed due to the proposed rezoning to I-1, Light Industrial, and what the rezoning would open the property up to for permitted uses in the future.

Chairman Nielsen asked if the rezoning would require buffers when it was developed, and Meredith said it would, and a review by the Planning Division of development plans or commercial site plans as well.

There being no further comments or questions, Trevor Matson made a motion to approve the case. Jennifer Tuomela seconded the motion. Motion carried 4/0.

OLD BUSINESS

None

NEW BUSINESS

Meredith Duvall said there would be a meeting for July 23, 2019.

Chairman Nielsen welcomed new member Ryan Conklin as the newest member of the Planning Commission.

ADJOURNMENT

The meeting adjourned at 7:04 p.m.

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

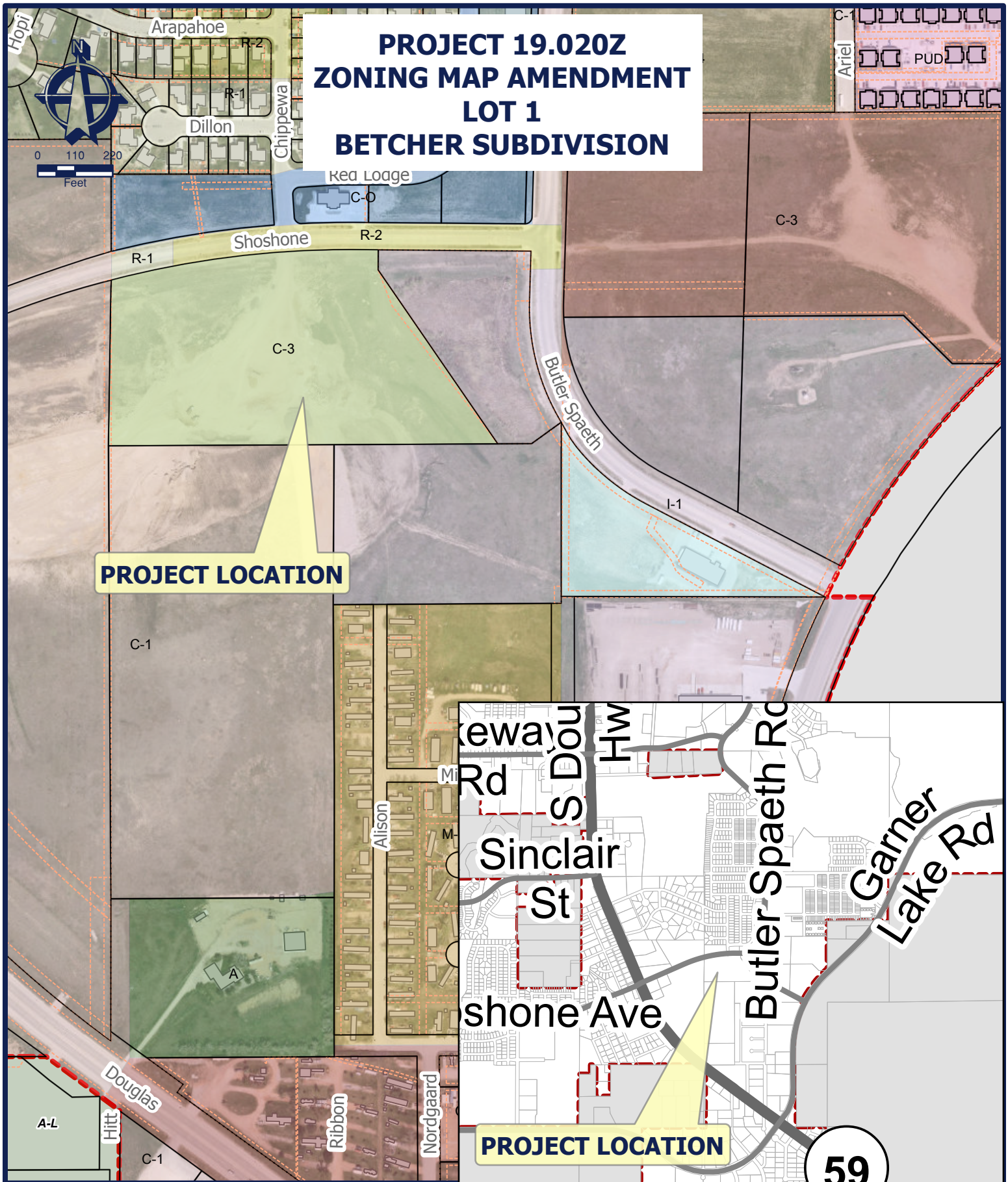
Planning Requirements

19.020Z

Zoning Map Amendment - Lot 1, Betcher Subdivision

The Planning Requirements are as follows:

None



CITY OF GILLETTE

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

6/21/2019 1:57 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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRICT ZONING MAP
OF THE CITY OF GILLETTE, WYOMING, LOT 1, BETCHER
SUBDIVISION, CITY OF GILLETTE, WYOMING,
FROM C-3, BUSINESS/SERVICES DISTRICT TO I-1, LIGHT INDUSTRIAL DISTRICT.
SUBJECT TO ALL PLANNING REQUIREMENTS

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

Section 1. Legal Description

Lot 1, Betcher Subdivision, City of Gillette, Campbell County, Wyoming, as recorded in Book 11 of Plats, Page 4 of the Campbell County Clerks records.

Said parcel contains 11.936 acres more or less.

Section 2. Zoning Amendment

The Zoning of property legally described as Lot 1, Betcher Subdivision, City of Gillette, is hereby amended from C-3 Business/Services District to I-1, Light Industrial District per the attached Exhibit "A" Map.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

Louise Carter-King, Mayor

(S E A L)

ATTEST:

Cindy Staskiewicz, City Clerk

Publication Date: